City of Kenmore

City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore, WA 98028
Phone: 425-398-8900 - Fax: 425-481-3236 - E-mail: cityhall@kenmorewa.gov

City of Kenmore
REVISED City Council Regular Meeting Agenda
7:00 p.m., Monday, February 8, 2016
Kenmore City Hall, Council Chambers
18120 68th Ave. NE, Kenmore, WA 98028

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

I. CALL MEETING TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. CITIZEN COMMENTS

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

VI. CONSENT AGENDA

A. Adopt Minutes for the January 11, 2016 City Council Meeting
DRAFT 01 11 2016 Minutes

B. The Following Checks and Electronic Payments are Approved for Payment:
Total Check Numbers 33756 through 33843: $411,219.33
Total Payroll Check Number 8350: $1,465.67

Checks and Electronic Payments

C. Authorize City Manager to Execute Contract No. 15-C1484 with KPFF Consulting Engineers for On-Call Parks and Transportation - Kris Overleese, Public Works Director/City Engineer, and Zack Richardson, Capital Projects Manager
Agenda Bill

VII. PUBLIC HEARING

A. Public Hearing to Receive Public Testimony Regarding Ordinance No. 15-0410, Adopting 2016 Road Standards - Kris Overleese, Public Works Director/City Engineer, and Zack Richardson, Capital Projects Manager
Agenda Bill & Attachments

VIII. BUSINESS AGENDA

A. Adopt Ordinance No. 15-0410, City of Kenmore 2016 Road Standards- Kris Overleese, Public Works Director/City Engineer, and Zack Richardson, Capital Projects Manager

See Agenda Bill & Attachments under PUBLIC HEARING

B. A Regional Coalition for Housing (ARCH) 2016 Administrative Budget and Work Program - Nancy Ousley, Assistant City Manager
Agenda Bill & Attachment

C. Adopt Resolution No. 16-272, Authorizing Execution of Documents Necessary to Fund Housing Projects Recommended by A Regional Coalition for Housing (ARCH) Executive Board - Nancy Ousley, Assistant City Manager
Agenda Bill & Attachment

D. Approve Agreements Authorizing the Transfer of the Twin Springs Property from King County to the City, Contract Nos. 16-C1508 and 16-C1509 - Debbie Bent, Director of Community Development
Agenda Bill & Attachments

E. 2016 Docket Work Program for the Planning Commission - Debbie Bent, Community Development Director
Agenda Bill & Attachments

F. Discussion of Potential Ordinance Regarding Consumption, Sale, Possession and Service of Alcoholic Beverages in City Parks and the Parks Zone - Bryan Hampson, Development Services Director
Agenda Bill & Attachments

IX. STAFF REPORT

X. COUNCILMEMBER REPORTS & COMMENTS

XI. COUNCILMEMBER INITIATIVES

XII. EXECUTIVE SESSION

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

XIII. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

XIV. ADJOURNMENT

Upcoming Meetings:

Tues., February 16, 2016	7:00 p.m.	City Council Regular (holiday schedule) Meeting
Mon., February 22, 2016	7:00 p.m.	City Council Regular Meeting
Tues., February 23, 2016	7:00 p.m.	St. Edward State Park Ball Field Open House
Tues., March 1, 2016	7:00 p.m.	Planning Commission Regular Meeting

City of Kenmore, Washington
City Council Regular Meeting
Minutes
January 11, 2016

CALL TO ORDER – The regular meeting of the Kenmore City Council was called to order by Mayor David Baker at 7:00 p.m.

Councilmembers present: Mayor David Baker, Deputy Mayor Allan Van Ness and Councilmembers Brent Smith, Milton Curtis, Nigel Herbig and Stacey Denuski

Councilmembers excused: Councilmember Laurie Sperry

Staff present: Rob Karlinsey, City Manager; Nancy Ousley, Assistant City Manager; Joanne Gregory, Finance & Administration Director; Kris Overleese, Public Works Director/City Engineer; Debbie Bent, Community Development Director; Bryan Hampson, Development Services Director; Leslie Harris, Management Analyst; Lauri Anderson, Senior Planner; Brennan Jernigan, Management Intern; Rod Kaseguma, City Attorney; and Patty Safrin, City Clerk

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SWEARING IN OF COUNCILMEMBERS

King County Councilmember Rod Dembowski was present to swear in newly reelected Councilmembers Brent Smith, Milton Curtis, Stacey Denuski, and David Baker.

FLAG SALUTE

Mayor Baker led the flag salute.

ELECTION OF MAYOR AND DEPUTY MAYOR

Councilmember Denuski nominated David Baker for Mayor. He was reelected to the position by a vote of 6-0.

Councilmember Smith nominated Allan Van Ness for Deputy Mayor. He was reelected to the position by a vote of 6-0.

AGENDA APPROVAL

It was Council consensus to approve the agenda as submitted.

PROCLAMATION

Celebrating the 100th Birthday of Marie Martin – Mayor Baker read the proclamation into the record. Marie Martin and family members were present to receive the proclamation.

PRESENTATION

2015 Salary Commission Report – Salary Commission members Todd Baker and Glenn Rogers were present to report on the Commission's decisions.

CITIZEN COMMENTS

Cody Painter, 7735 NE 199th Street, Kenmore, was present to state that there is a need for ball fields in Kenmore and to state his support for the St. Edward State Park ball field renovation.

Doug Levy, 15619 62nd Place NE, Kenmore, was present to support the City's renovation of the St. Edward State Park ball field and the Seminary building.

Paul Schmitt, 14817 74th Place NE, Kenmore, was present to urge the Council to move forward with the St. Edward State Park ball field renovation.

Greg Woogerd, 18613 67th Place NE, Kenmore, was present to support the St. Edward State Park ball field renovation.

Carl Michelman, 5727 NE 197th Street, Kenmore, was present to state his concerns regarding the process of finalizing his short plat.

Mike Mulcare, 15347 70th Avenue NE, Kenmore, was present to thank the Council for the great work the City has done on park spaces recently, to state his concerns about ball fields in Kenmore, and to encourage the Council to go ahead with the St. Edward State Park ball field project.

Chandler Symons, 5635 NE 202nd Place, Kenmore, was also present to state the need for ball fields in Kenmore and his support for the St. Edward State Park ball field project..

Douglas Nugent, 7055 NE 163rd Street, Kenmore, was present to add his voice to the need for the City to pursue the St. Edward State Park ball field renovation.

Randy Shatto, 19828 62nd Avenue NE, Kenmore, was present to state his concerns regarding road standards and the cost of short platting. He suggested a price structure for homeowners who wish to short plat their properties which is different from the price structure for developers.

Mayor Baker thanked the citizens for their comments.

CONSENT AGENDA

Councilmember Curtis moved to approve the consent agenda as submitted. Councilmember Herbig seconded the motion to Adopt the Minutes for the November 23, November 30 and December 14, 2015 City Council Meetings; Approve Checks and Electronic Payments as Follows: Total Check Numbers 33495 through 33584 - $1,404,710.74 and Total Payroll Electronic Deposits Dated December 11, 2015 - $77,159.81; Authorize the City Manager to Extend Contract No. 14-C1277 with Washington State Patrol to Enforce West Sammamish River Bridge Weight Limits Through 2017; and

Authorize the City Manager to Execute Contract No. 16-C1495 for Stormwater System Cleaning, Vactor Services and Pipe Inspection. The motion passed unanimously.

PUBLIC HEARING

Public Hearing to Receive Public Testimony Regarding Ordinance No. 15-0414, Establishing a Business & Occupation Tax on Heavy Manufacturing – Joanne Gregory, Finance & Administration Director, was present to review the background and some of the details of the Ordinance. She was also available to answer any questions.

Mayor Baker opened the public hearing to receive public testimony on this issue at 8:01 p.m.

The following citizens spoke:

Robert Burens, 6423 NE 175th Street (CalPortland), Kenmore, was present to request an extension of the public comment period.

Noel Barnett, 420 SW 11th Avenue, Canby, Oregon, was also present to request an extension of the public comment period.

As there was no further testimony, Mayor Baker closed the public hearing at 8:04 p.m.

BUSINESS AGENDA

Adopt Ordinance No. 15-0414, Establishing a Business & Occupation Tax on Heavy Manufacturing – Joanne Gregory, Finance & Administration Director, was present to answer any additional questions.

Councilmember Smith moved to delay the adoption vote on the Ordinance until the January 25, 2016 Regular City Council Meeting. Councilmember Denuski seconded the motion. The motion passed 6-0.

Planning Commission Recommendation on Microhousing – Debbie Bent, Community Development Director; Lauri Anderson, Senior Planner; and Doug Nugent, Planning Commission Chair, were present. Director Bent reviewed the Planning Commission's activity with regard to this topic. Senior Planner Anderson gave an overview of the recommendation. Commissioner Nugent detailed some of the Planning Commission's deliberations. They were also available to answer any questions.

It was Council consensus for staff to bring back an Ordinance for Council approval.

Imagine Kenmore Update - Kris Overleese, Public Works Director/City Engineer, was present with Natasha Fedo of Berk & Associates; Dominick Martin of EMC; Joanne Gregory, Finance & Administration Director; Debbie Bent, Community Development Director; and Leslie Harris, Management Analyst. Dominick Martin gave a presentation on the EMC Report of Telephone Survey Results. Natasha Fedo gave a report on community outreach efforts, comparison of results between the Berk and EMC processes, and next steps. Director Overleese made some comments. They were also available to answer any questions.

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Update on St. Edward State Park Ballfield – Debbie Bent, Community Development Director, and Rob Karlinsey, City Manager, were present to give a brief report. Director Bent gave some background on the proposed project and noted that the City is pursuing negotiations with State Parks. She commented on the design and detailed some of the cost estimates. City Manager Karlinsey stated that he has the lead on negotiating a lease option agreement with State Parks, and is proposing a 30-year, fully negotiated lease, with SEPA and other work completed before the City exercises the lease. He reviewed some of the possible lease points. They were also available to answer any questions.

Planning Commissioner Appointment - Debbie Bent, Community Development Director, was present to state that on December 14, 2015, Council appointed Daniel Ross to fill the Planning Commission position vacated by Angela Kugler. She stated that he has now submitted his resignation due to moving out of town. Staff suggests selecting the number two candidate from the backup list, with the ability to move to the next candidate(s) in order if necessary. She was also available to answer any questions.

It was Council consensus to follow staff's recommendation. Staff will contact the next candidate(s) on the list to see if they are still willing to serve.

STAFF REPORTS

St. Vincent de Paul Mural Update – Brennan Jernigan, Management Intern, was present with Stacey Adman; Amberly Culley; Rob Hetzler, Regional Director of stores for St. Vincent de Paul; and the Marketing Director for St. Vincent de Paul. He stated that there are currently two areas of concern: wall preparation and long-term maintenance. The artists have prepared five options for dealing with the issue of wall preparation. They were also available to answer any questions.

Councilmember Smith moved to have the City donate approximately $1,200 for the wall mural prep work, with St. Vincent de Paul contributing $30.00. Mayor Baker seconded the motion. The motion passed 6-0.

Councilmember Smith moved that the City and St. Vincent de Paul participate in joint fundraising in the future, when maintenance of the mural wall is needed, with the mutual agreement that there is an option not to do the maintenance to renew the mural. Councilmember Herbig seconded the motion. The motion passed 6-0.

City Manager Comments – City Manager Karlinsey asked for Council direction regarding Carl Michelman's question during Citizen Comments, and whether or not Council wants him to spend time on that issue. Brent Smith recused himself from the discussion due to a potential conflict of interest. Attorney Rod Kaseguma responded to a Council question.

CITY COUNCILMEMBER REPORTS & COMMENTS

Councilmember Smith stated that the recent City Council Retreat was very productive and he got a lot out of it.

Mayor Baker stated that Deputy Mayor Van Ness has been appointed Chair of the Eastside Transportation Partnership (ETP). He discussed ongoing Councilmember appointments:

Councilmember Herbig will be an Alternate on the Public Issues Committee for the Sound Cities Association (SCA); Councilmember Herbig & Mayor Baker are currently the Seashore representatives; Mayor Baker is also a member of ETP, with Councilmember Sperry as an alternate; Councilmember Smith represents the City in the Northshore Performing Arts Association; Deputy Mayor Van Ness is the Water Resource Inventory Area 8 (WRIA 8) representative, with Mayor Baker as alternate; a position that used to be filled by a Councilmember is the Cascadia Business School Advisory Board, and it is currently an unknown. City Manager Karlinsey stated that he will try to find out if that position is still available. Mayor Baker stated that he will be the Vice President of the Sound Cities Association this year and will move into the presidency next year. He noted that Speedy Reedy is planning to sponsor a triathalon event in Kenmore in July or August.

ADJOURNMENT

Mayor Baker adjourned the regular meeting at 10:12 p.m.

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David Baker, Mayor

ATTEST:

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Patty Safrin, City Clerk

Voucher Certification and Approval

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

The following checks and electronic payments are approved for payment:

Total Check numbers: 33728 through 33755 $ 322,572.90
Payroll check number: 8305 $ 480.52

RJ Kelly 1-19-16
City Manager **Date**

Jennifer Gregory 1/19/16
Finance Director **Date**

Check #	Vendor Name	Description	Check Amount
33728	ASSOCIATION OF WA CITIES	2016 Membership Dues	14,909.00
33729	BAKER, DAVID	Jan. 7th-8th Mileage Reimbursement	85.86
33730	CITY OF LAKE FOREST PARK	Membership Northshore Emergency Mgmt.	25,000.00
33731	KING COUNTY	2016 Eastside Transportation Partnership	200.00
33732	MR. T'S TROPHIES	Laser Name Tags	59.95
33733	PEOPLES STORAGE	Feb. #C304 Storage Unit Rent	201.00
33734	PUGET SOUND CLEAN AIR AGENCY	2016 Clean Air Dues	17,411.00
33735	SEATTLE TIMES	1/1 Legal Ad for Public Hearing Ordinance	134.98
33736	SOUND CITIES ASSOC	2016 Annual Dues	13,018.25
33737	WA ASSOC OF BUILDING OFFICIALS	March Bldg. Dept. Training Registration	1,575.00
33738	WA CITIES INSURANCE AUTHORITY	2016 Liability Insurance	229,194.00
33739	WASHINGTON CITY/COUNTY MGMT ASSOC	2016 WCMA Dues	315.00
33740	VAN NESS, ALLAN	Reimburse Council Expense for Books	182.20
33741	AMERICAN PUBLIC WORKS ASSOCIATION	Membership Renewal 2/1/16-1/31	1,225.00
33742	CURTIS, DR. MILTON	Jan. Council Retreat Mileage Reimbursement	60.16
33743	TOPIA TECHNOLOGY/ BIS	Website Hosting	200.00
33744	A+ CONFERENCING	1/5 ST3 Conference Call	36.32
33745	FRONTIER	12/28-1/27 City Hall & Elevator Phones	1,034.17
33746	SESAC	2016 Music Licensing Fees	378.00
33747	VERIZON WIRELESS	12/27-1/26 Cell Phones/I-Pads	1,041.31
33748	CULLEY, AMBERLY	Advance for Mural Design	1,916.25
33749	NORTHWEST LANDSCAPE SERVICES	Jan. SR522 ROW Landscaping	1,199.81
33750	ECONOMIC DEV COUNCIL OF SEATTLE/KC	2016 Yearly Dues	5,000.00
33751	AV CAPTURE ALL	2016 AVCA Subscription	4,718.57
33752	ADMAN, STACI	Advance for Mural Design	1,916.25
33753	PAMPLIN MEDIA GROUP	2016 WA Events Calendar Listing	190.00
33754	AMERICAN SOCIETY OF CIVIL ENGINEERS	2016 Brett Schock ASCE/MB Dues	225.00
33755	KIMBERLY LANE 9, LLC	Cash Deposit Release ENG2014-0075	1,145.82
1/8/2016	FISCHER, MURIEL	Payroll Check	480.52
			323,053.42

2015	PRIOR VENDOR ACTIVITY	TOTAL FOR 2015
314 PIE		24.00
A & A LIMOUSINE & BUS SERVICE		1,710.00
A+ CONFERENCING		580.37
A-1 LANDSCAPING & CONSTRUCTION, INC.		13,333.82
AA ASPHALTING, INC		16,583.78
AA PARTY RENTALS		3,276.90
AAA FLAG & BANNER MFG. CO., INC.		7,712.61
AAA PRINTING		723.80
AABCO BARRICADE COMPANY INC.		1,046.88
ACTION ENTERTAINMENT		790.00
ACTIVE SHOOTER TRAINING LLC		1,334.52
ADMAN, STACI		150.00
ADVANCE TESTING & SERVICE INC		702.00
AFLAC		5,262.12
ALCALDE & FAY		60,998.11
ALEXANDER, JEFF		250.00
ALL CITY FENCE CO.		12,987.80
ALL TRAFFIC DATA SERVICES, INC.		1,250.00
ALLISON & PARTNERS		9,600.00
ALPHA SUPPORTED LIVING SERVICES		250.00
ALPHAGRAPHICS US718		1,713.76
AM TEST, INC		825.00
AMERICAN GENERAL		5,301.54
AMERICAN PLANNING ASSOCIATION		2,111.00
AMERICAN PUBLIC WORKS ASSOCIATION		960.00
AMERICAN SOCIETY OF COMPOSERS		341.40
ANCHOR QEA, LLC		11,168.34
ANDERSON, RICK		300.00
APBP		85.00
APPLIED TECHNOLOGIES NW INC.		8,946.63
ARC - PACIFIC NORTHWEST		675.46
ARTS OF KENMORE		4,190.25
ASSOCIATION OF WA CITIES		16,925.94
ATHENAS		101.00
AURORA RENTS		1,207.17
AV CAPTURE ALL		2,757.43
AWC EMPLOYEE BENEFITS		503,401.03
BAKER, DAVID		3,661.18
BANK OF AMERICA 941		400,231.69
BANNER BANK	BAKER	18,755.71
BANNER BANK	BH	3,668.16
BANNER BANK	CS	4,872.64
BANNER BANK	DB	1,397.50
BANNER BANK	JG	6,650.24
BANNER BANK	JGORDON	25,045.26
BANNER BANK	KENMORE	37,386.48
BANNER BANK	LD	11,248.40
BANNER BANK	NO	4,789.81
BANNER BANK	PS	313.82
BANNER BANK	VAN NESS	8,067.29

BASTYR UNIVERSITY	50,200.00
BEARCOM	374.49
BECKER, THEODORE J	1,675.00
BEN & JERRY'S	11.00
BENDZAK, ROBERT	2,048.59
BERK & ASSOCIATES	73,638.44
BILLY-JOE PARK LLC	3,500.00
BLACKBAUD	6,283.89
BOHMAN, BRIAN	300.00
BORROMEO, ALEXANDER	75.00
BOTTLEROCKIT	500.00
BRIEN, GAYLYNN	600.00
BROADCAST MUSIC, INC.	335.00
BUILDERS EXCHANGE OF WASHINGTON INC	183.85
BULGER SAFE & LOCK, INC.	48.83
C. ANDERSON & CO.	808.40
CALPORTLAND COMPANY	2,580.55
CAPITAL ONE COMMERCIAL/ COSTCO	1,522.40
CASCADE PEST CONTROL	1,565.85
CATHOUSE PIZZA	48.00
CEMEX	3,853.01
CENTER FOR HUMAN SERVICES	15,000.00
CENTER FOR PRIORITY BASED BUDGETING	12,500.00
CHAVEZ, FRANCISCO	1,500.00
CHICK'N FIX	48.00
CHINOOK BOOK	1,642.50
CITY OF BELLEVUE	138,226.46
CITY OF KENMORE	536.64
CITY OF KENMORE FS	8,355.25
CITY OF KENT	500.00
CITY OF LAKE FOREST PARK	809,365.70
CITY OF SHORELINE	8,013.16
CITYWORKS/ AZTECA SYSTEMS INC.	20,074.64
CLK CONSTRUCTION LLC	9,811.11
CLOWNS UNLIMITED, INC.	876.00
CLYDE/WEST	3,181.10
COAST & HARBOR ENGINEERING	45,087.55
COASTAL WEAR PRODUCTS INC	2,713.42
COASTWIDE LABORATORIES	8,851.30
COBRA BEC, INC.	526.15
CODE PUBLISHING COMPANY	8,052.69
COFFMAN, JON	224.00
COLUMBIA FORD	72,062.80
COLUMBIA RIDGE LANDFILL	10,576.63
COMCAST	3,915.08
COMO LLC	7,500.00
CONSOLIDATED PRESS	9,279.12
CONTECH ENGINEERED SOLUTIONS, INC	17,936.10
CONTOUR FENCE CO. INC.	802.64
CONYERS, JODY	170.63
COUNTINGCARS.COM	1,295.82
CROWN PRODUCTS LLC	2,047.45
CULLEY, AMBERLY	204.33

CUNNINGHAM, ED	710.00
CURTIS, DR. MILTON	1,326.64
DAILY JOURNAL OF COMMERCE	5,487.50
DANSOUND INC	7,568.64
DAY WIRELESS SYSTEMS	1,402.11
DENUSKI, STACEY	756.72
DEPARTMENT OF ECOLOGY	20,592.50
DEPARTMENT OF LABOR AND INDUSTRIES	31,598.18
DEPARTMENT OF RETIREMENT SYSTEMS	395,926.70
DEVRIES, DENIS	416.97
DIGITAL REPROGRAPHICS SERVICES INC.	404.65
DLT SOLUTIONS	1,600.67
DRS 457	27,000.00
DURRANT, JEFF	803.27
EAGLE EYE CONSULTING ENGINEERS	125.00
ECONOMIC DEV COUNCIL OF SEATTLE/KC	5,000.00
EE-NA ENTERPRISES LLC	13,593.15
EMERGENCY SERVICE COORDINATING AGCY	50,559.00
EMPLOYMENT SECURITY DEPT	22,986.02
ENVIRONMENTAL SYSTEMS RESEARCH INST.	7,008.00
EVERGREEN FIRE AND SAFETY, INC.	337.51
EVERGREEN PRINT SOLUTIONS	781.24
EVERGREEN SAFETY COUNCIL	299.00
EVER-MARK, LLC	1,571.33
FASTSIGNS	1,754.57
FAZZARI MARKETING	3,738.33
FEDDERSEN, RYAN	150.00
FEDEX OFFICE	142.39
FERGUSON ENTERPRISES INC #1539	9,391.56
FINANCIAL CONSULTANTS INT'L INC	108.90
FIRE PROTECTION, INC	9,329.27
FIRST AMERICAN TITLE	466.00
FISHER, ALENE	712.34
FLEMINGS HOLIDAY LIGHTING LLC	5,876.45
FORMS+SURFACES	2,841.53
FRONTIER	12,361.32
FRUHLING SAND & TOPSOIL	5,391.26
FUNRENT	1,367.97
G & H PRINTING	501.19
GA JORGENSEN CO. INC.	253.81
GALLATIN PUBLIC AFFAIRS	40,093.85
GATES, JANICE	40.74
GENERAL DYNAMICS	890.00
GENERAL ELECTRIC CO	1,183.70
GEOENGINEERS INC	3,492.25
GIP'S DOWN-HOME BBQ	168.00
GOODSELL POWER EQUIPMENT #2 INC.	2,872.78
GORDON THOMAS HONEYWELL	40,899.31
GOREENG	66.00
GOVDELIVERY, INC.	10,500.00
GOVERNMENT FINANCE OFFICERS ASSOC	190.00
GOVERNMENT FINANCE RESEARCH GROUP	1,995.00
GRABER MANUFACTURING, INC.	2,525.00

GRAHAM, JIM	75.00
GRAINGER	2,291.10
GRAKLANOFF, ANNA	75.00
GREATER BOTHELL CHAMBER OF COMMERCE	4,297.09
GREGORY, JOANNE	1,835.87
GRINDLINE SKATEPARKS INC.	268,529.34
HAMPSON, BRYAN	53.55
HANSEN, COREY	37,675.00
HARRIS & SMITH PUBLIC AFFAIRS	1,581.25
HARRIS COMPUTER SYSTEMS	7,390.06
HAVESON, CRAIG	7,500.00
HAWTHORNE LANE LLC	7,500.00
HDR	885,811.96
HELMETS R US INC	296.75
HERBIG, NIGEL	383.27
HERMANSON COMPANY, LLP	7,449.96
HESTON VISUAL ARTS	957.03
HEWITT	331,343.81
HOLLY, BRANDAN	100.00
HOME DEPOT CREDIT SERVICES	1,771.76
HONEY BUCKET	5,064.41
HOPELINK	22,750.00
HOPKINS, CRAIG	869.38
HORIZON DISTRIBUTORS INC	1,059.94
HORTON, JEANINE	280.32
HSA BANK	1,950.00
HYERAN, JENNA LEE	250.00
ICMA RETIREMENT TRUST 457 - 304745	72,670.42
iCOMPASS TECHNOLOGIES, INC.	9,879.20
IDEA DECANTER	500.00
INDEPENDENT STATIONERS	4,026.32
INDUSTRIAL PHYSICAL CAPABILITY SVCS	170.00
INGALLINAS BOX LUNCH	150.56
INGLEMOOR HIGH SCHOOL MUSIC BOOSTERS	1,700.00
INNOVAC	35,522.21
INSLEE, BEST, DOEZIE & RYDER, P.S.	209,404.22
INTEGRA TELECOM	10,309.58
INTERNATIONAL CODE COUNCIL, INC	56.39
INTERNATIONAL INST OF MUNI CLERKS	220.00
INTERNET DOMAIN NAME SERVICES INC.	180.00
iWORQ SYSTEMS	2,800.00
J&K ASSOCIATES	7,485.42
JACOBS ENGINEERING GROUP	276,833.01
JAYMARC - AV	897.90
JET CITY PRINTING	5,428.89
JOHN E. REID & ASSOCIATES	1,080.00
JOHNSON, BRUCE	150.00
JOHNSON, WES	530.00
JOYCE ZIKER PARKINSON	18,260.00
JSH PROPERTIES, INC.	5,041.67
KARLINSEY, ROB	502.75
KARN, DAVID	166.67
KEEP POSTED INC	276.00

KENMORE CAMERA	1,235.05
KENMORE COMMERCIAL LLC	40,382.00
KENMORE ELEMENTARY PTA	4,500.00
KENMORE JR HIGH SCHOOL	75.00
KIEWIT/GENERAL/MANSON	7,500.00
KING CO. UTILITY COORDINATION COUNCIL	75.00
KING COUNTY ANIMAL SVCS	3,893.00
KING COUNTY DISTRICT COURT	142,660.00
KING COUNTY FINANCE	1,015,635.11
KING COUNTY FINANCE W.L.R.D.	70,462.65
KING COUNTY FINANCE/ GIS	2,007.19
KING COUNTY FLEET ADMIN	383.18
KING COUNTY MUNICIPAL CLERKS ASSOC	25.00
KING COUNTY OFFICE OF FINANCE	6,358.44
KING COUNTY PARKS	72.41
KING COUNTY RADIO COMM SERVICES	1,134.44
KING COUNTY REAL ESTATE SVCS	500.00
KING COUNTY RECORDER'S OFFICE	259.00
KING COUNTY SHERIFF	3,083,928.27
KING COUNTY SUPERIOR COURT CLERK	141,200.00
KING COUNTY TREASURY	13,507.11
KING CTY EASTSIDE TRANSP PARTNERSH	200.00
KONICA MINOLTA BUSINESS SOLUTIONS	6,486.27
KPFF CONSULTING ENGINEERS	16,860.56
KUKER-RANKEN INC	29.51
KUSTOM SIGNALS, INC.	2,622.83
LACONNER CHANNEL LODGE	200.00
LAKE CITY PICTURE FRAMING	249.89
LANDSCAPE FORMS, INC.	2,602.82
LANGTON SPIETH, LLC	27,953.74
LANSING HOMES II LLC	55.05
LAW OFFICE OF JOHN RUNGERUDE, PS	3,900.00
LEE BRIANTE	1,000.00
LEGACY FORD	31,111.73
LIGHTHOUSE CONSULTING INC	63,875.21
LINCOLN NATIONAL LIFE INSURANCE	10,609.72
LOYUK, SAMANTHA	1,285.48
MACDONALD MILLER FACILITY SOLUTIONS	8,096.63
MAGEE, SCOTT	2,800.00
MAIL FINANCE	2,812.00
MANTLE INDUSTRIES INC	3,277.34
MARINE FLOATS CORPORATION	10,916.06
MARSHBANK CONSTRUCTION	5,503,919.79
MASTEC NETWORK SOLUTIONS	5,722.86
MCALLISTER, TERESA	65.78
MEEHAN, NANCY	355.26
MIGHTY BISON BOOKING	3,500.00
MILLER STEPHENS, MARY	12,500.00
MILLS, VIC	250.00
MINZGHOR, NICHOLAS	416.69
MOBILE ELECTRICAL DISTRIBUTORS INC	13.47
MOBILE MINI, INC.	2,961.81
MODERN ENTERPRISES, LLC	1,750.00

MOORLANDS ELEMENTARY	100.00
MORGAN SOUND INC	4,274.34
MR. T'S TROPHIES	3,562.86
MRSC ROSTERS	360.00
MUMMA, RYAN	1,105.97
MUNSON, JOSHUA	12.73
NARANCIC, SHEILA	3,250.00
NATIONAL BUSINESS INCUBATION ASSOC.	525.00
NATIONAL LEAGUE OF CITIES	1,489.00
NATIONAL LIFE OF VERMONT	1,589.76
NATIONAL NEIGHBORHOOD WATCH INSTITUTE	345.00
NATIONWIDE FINANCIAL 401a	283,275.71
NATIONWIDE RETIREMENT SOLUTIONS 457	7,125.00
NEEMA'S COMFORT	55.92
NEOPOST NORTHWEST	274.82
NORTHSHORE FIRE DEPT	7,302.25
NORTHSHORE PARK & REC SERVICE AREA	1,360.00
NORTHSHORE ROTARY CLUB	1,226.00
NORTHSHORE SCHOOL DISTRICT	7,500.00
NORTHSHORE SENIOR CENTER	21,450.00
NORTHSHORE UTILITY DIST	98,727.22
NORTHSHORE YMCA	4,875.00
NORTHSHORE YOUTH & FAMILY SERVICES	12,000.00
NORTHWEST ATHLETICS	350.00
NORTHWEST LANDSCAPE SERVICES	15,229.93
NORTHWEST MARINE TRADE ASSOCIATION	425.00
NORTHWEST TROPHY	189.44
NORTHWESTERN COLLECTION SERVICE INC	2,075.70
NW ENVIRONMENTAL TRAINING CENTER	1,325.00
OFFICE DEPOT	11,976.25
OFFICE MAX	6,119.24
OFFICE TEAM	10,336.19
OfficeMax Workplace Interiors	9,871.11
OLYMPIC ENVIRONMENTAL RESOURCES INC	37,599.97
OSBORN CONSULTING INC.	189,383.39
OUSLEY, NANCY	1,584.93
OVERLEESE, KRISTEN	278.31
PACIFIC TOPSOILS	7,342.44
PARADISE AMUSEMENTS	100.00
PARISI, NICK	44.00
PART WORKS INC	461.93
PARTNER CONSTRUCTION PRODUCTS	189.70
PASIFIKA ARTIST NETWORK LLC	2,250.00
PAT'S TREES AND LANDSCAPE INC.	19,485.94
PAWS	3,211.00
PENDLETON, MICHAEL	4,816.59
PEOPLES STORAGE	2,552.00
PERSONAL BEST/ TOPHEALTH	197.77
PERTEET INC.	226,765.08
PETERSON, JANET	1,175.00
PETTY CASH CUSTODIAN	1,250.38
PHAM, CHOUNG	98.54
PHSI PURE WATER FINANCE	1,831.28

PIEDMONT DIRECTIONAL	2,896.68
PIPERS CREEK NURSERY	188.34
PLANNING ASSOCIATION OF WASHINGTON	80.00
PREPARE NORTHWEST	500.00
PRINTWEST	492.75
PROTECTION TECHNOLOGIES, INC	577.45
PRO-VAC	21,563.84
PUBLIC AGENCY TRAINING COUNCIL	700.00
PUBLIC HEALTH DEPT. OF KING COUNTY	100.00
PUGET SOUND BUSINESS JOURNAL	97.00
PUGET SOUND CLEAN AIR AGENCY	14,740.00
PUGET SOUND ENERGY	204,382.31
PUGET SOUND REGIONAL COUNCIL	15,270.00
PURE WATER TECHNOLOGY OF PUGET SOUND	448.52
QUALITY BUSINESS SYSTEMS	10,060.93
RANDALL, BRIAN	234.31
REDMOND, MICHAEL	61.25
REFINO HOMES OF WASHINGTON LLC	7,500.00
REPUBLIC SERVICES	9,773.46
REVEL CREATIVE GROUP	950.00
RICHMOND AMERICAN HOMES OF WA	60.00
RM HOMES LLC	412.01
ROAD CONSTRUCTION NW, INC.	87,043.22
RODGERS, DEUTSCH & TURNER PLLC	70,600.00
ROGERS, GLENN	20.91
RONGERUDE, JOHN	900.00
SAFRIN, PATTY	101.35
SAMYN, DR. JEFFREY	250.00
SANDRA OWEN DESIGN	2,368.75
SARA CAHOONE	750.00
SARAH ROBERTS	115,588.44
SAUVE, GAYLEN	700.00
SAWYER, RICHARD	1,433.31
SCHAUFFLER, CYNTHIA	65.65
SCHINDLER ELEVATOR CORPORATION	2,676.05
SCHOCK, BRETT	227.04
SCORE	559,632.89
SEATTLE TIMES	17,253.44
SECRETARY OF STATE	107.60
SEES TREES AND EXCAVATION INC	1,029.30
SESAC	360.00
SETHER, CLIFFORD	62.83
SETON IDENTIFICATION PRODUCTS	29.99
SEXTANT MARKETING GROUP	6,940.61
SHANE-KULMER, SEAN P.	465.00
SHELTON, CINDY	42.55
SHERWIN-WILLIAMS CO. #8099	154.79
SHRED-IT	690.23
SIGN UP, SIGN CO, INC	2,250.23
SILVER KITE COMMUNITY ARTS CONSULT.	300.00
SITTS & HILL ENGINEERS, INC.	4,633.00
SKYWARD CONSTRUCTION	130,792.69
SNOHOMISH COUNTY	10,150.00

SNOHOMISH COUNTY HEARING EXAMINER	500.00
SOCRATA, INC.	9,198.00
SOLODVNIK, EUGENE & TATYANA	57.50
SOUND CITIES ASSOC	12,798.49
SOUND LAW CENTER	23,401.00
SOUND PUBLISHING, INC.	14,500.93
SOUTHWEST PLUMBING	34.51
SPERRY, LAURIE	91.95
SPORTWORKS NORTHWEST, INC.	597.17
SPOT HOT DOG & BRATS	97.00
SREBNIK, DEBRA	57.90
ST OF WA DEPT OF FISH & WILDLIFE	500.00
STARDOM SERVICES, INC.	5,560.00
STATE AUDITOR'S OFFICE	33,660.96
STATE OF FLORIDA DISBURSEMENT UNIT	6,875.00
STATE OF WA DEPT. OF LICENSING	30.00
STATEWIDE RENT-A-FENCE INC.	2,108.48
STEWART MACNICHOLS HARMELL, INC.	65,533.08
STEWART TITLE COMPANY	4,818.00
STOPTECH, LTD.	4,544.25
STUDIO 3 SIGNS	2,299.50
SUNGARD PUBLIC SECTOR INC.	59,625.00
SUSSMAN/PREJZA & CO, INC	6,355.00
TALPALATSKI, IGOR	166.67
TELESYSTEMS WEST	2,219.85
TERREBONNE LIMITED	337.34
THE DOWNTOWN MOUNTAIN BOYS	1,000.00
THE KIPLINGER LETTER	99.00
THOMAS, MICHAEL	327.18
TIKOR CONSULTING	52.79
TOPIA TECHNOLOGY/ BIS	4,610.00
TOTAL LANDSCAPE CORP	115,832.55
TOWN CENTER HARDWARE	2,283.56
TREE SOLUTIONS, INC.	855.00
TRINITY CONTRACTORS, INC.	63,088.52
TWEDT, CHARLES	1,500.00
TWO BROTHERS' TREES	800.00
ULINE	1,544.27
UNITED RENTALS NW, INC	1,829.67
UNITED STATES POSTMASTER	5,127.84
UNITED WAY OF KING COUNTY	6,672.12
UPS STORE	2,316.28
URBAN LAND INSTITUTE	215.00
US POSTAL SERVICE (HASLER)	8,673.58
U-SAVE OIL CO	2,150.00
UTILITIES UNDERGROUND LOCATION CTR	1,995.63
V2WORKS	3,544.42
VAN NESS, ALLAN	2,354.51
VAUGHAN, KENT	116.00
VERIZON WIRELESS	13,273.48
VERTICAL VISUAL SOLUTIONS INC.	27,624.90
VICENTE, JOHN	303.85

W.S.S.O. Advanced Training	500.00
WA ASSOC OF BUILDING OFFICIALS	1,045.00
WA ASSOC OF PUBLIC RECORDS OFFICERS	190.00
WA CITIES INSURANCE AUTHORITY	212,966.00
WA FINANCE OFFICERS ASSOCIATION	150.00
WA GUARANTEED EDUCATION TUITION	800.00
WA STATE CONSOLIDATED TECH SVCS	875.00
WA STATE DEPT OF CORRECTIONS	230.50
WA STATE DEPT OF ENTERPRISE SVCS	175.00
WA STATE DEPT OF LABOR & INDUSTRIES	141.60
WA STATE DEPT OF TRANSPORTATION	34,219.18
WA TRUST FOR HISTORIC PRESERVATION	100.00
WAGE WORKS	600.00
WALL, JOHN	596.78
WALTERS, GEORGE	206.00
WASHINGTON CITY/COUNTY MGMT ASSOC	365.00
WASHINGTON STATE O.M.W.B.E.	100.00
WASHINGTON STATE PATROL	3,029.69
WASHINGTON TREE SERVICE INC	3,066.00
WAYNE'S ROOFING INC.	75,922.70
WELLS FARGO FINANCIAL	12,751.93
WELWEST CONSTRUCTION INC.	4,868.03
WESTERN DISPLAY FIREWORKS, LTD.	17,000.00
WETLANDS & WOODLANDS INC	4,523.39
WHITEMAN, TELA	50.60
WINTER, KENDL	750.00
WINTERBOURNE LANDSCAPE	574.88
WONDERLAND DEVELOPMENT	3,750.00
WRIGHT, MARCI	750.00
YOUM, PAUL	166.67
ZONAR SYSTEMS	749.68
ZORNES, GARY	600.00
ZUMAR	4,331.02
	19,120,742.93

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Transportation and Parks On-call Consultant Selection	**For Council Meeting Agenda of:** February 8, 2016
	Department: Public Works
	Prepared by: Zack Richardson, Capital Projects Manager
Proposed Council Action/Motion: Authorize the City Manager to execute Contract No. 15-C1484 for $325,000 with KPFF Consulting Engineers.	**Initial & Date** **Approved by Department Head:** KMO 1/28/16 **Approved by City Attorney:** N/A **Approved by Finance Director:** 1/28/16 **Approved by City Manager:** RK
	Exhibits/Attachments: None

Expenditure Required $325,000 **Amount Budgeted** $325,000 **Appropriation Required** $0

INFORMATION/BACKGROUND:

The City utilizes consultants for transportation and parks projects, environmental evaluation and permitting, and planning. For the previous three years the City has utilized Perteet Engineers to meet this need. Staff has selected KPFF Consulting Engineers to serve in this role beginning February of this year. New transportation and appropriate parks projects will be given to KPFF. Perteet will continue to work on the tasks which they have already started.

The City advertised in both the Seattle Times and Daily Journal of Commerce for Statements of Qualifications (SOQ) from potential new surface water/parks on-call firms. Staff reviewed the SOQs before selecting 4 firms to interview. After conducting interviews, staff selected the multi-discipline, multi-firm team gathered by KPFF as the best team to meet the City's needs.

The term of the agreement will be for two years, with the opportunity to extend up to two more years at the City's discretion.

FISCAL CONSIDERATION:

The agreement pending agreement with KPFF Consulting Engineers will expire December 31, 2017 with the option to extend up to two more years at the City's discretion. The cumulative contract value is estimated to be $325,000 over the entire two year period. No retainer is paid for on-call consultants. Individual "task orders" are written to identify specific scopes and budgets for individual projects/tasks completed within the overall contract; no money is authorized to be spent until a task order is agreed to and signed by the City.

The City Engineer will manage the overall agreement and engineering staff will manage "task orders" as needed. The City Engineering will approve all task order assignments and task order amendments. The funds to pay for the work in the agreement are within individual projects budgets and line items. Potential significant tasks to be completed with this agreement may include:

- Sidewalk program implementation
- Technical support for the development & implementation of neighborhood traffic plans
- 61st Ave NE & NE 193rd St Round-about (pending funding)
- Other projects identified during the "Imagine Kenmore" process
- Grant writing & administration

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

The consultant team will work on Parks projects and Surface Water projects. The work they do will potentially support:

Council Goal 1: To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.
Council Goal 2: To continue to implement the Economic Development Plan with an emphasis on the following key points:, Promote the image of Kenmore, Create a vibrant & walkable downtown, Support existing businesses, Advance the City's connection to the waterfront
Council Goal 3: To continue to seek funding and mitigation for State impacts on the City's transportation system.
Council Goal 4: To advance the public access and connection to the waterfront.
Council Goal 5: To accelerate implementation of the Sidewalk Plan and pursue various funding options.
Council Goal 6: To identify, develop, and actively promote a walkable area in downtown.
Council Goal 8: To continue to implement a Parks Improvement and Financial Plan

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Public Hearing & Deliberation on the adoption of Ordinance No. 15-0410 amending Kenmore Municipal Code Section 12.50 to adopt the *City of Kenmore 2016 Road Standards*.	**For Council Meeting Agenda of:** 2/8/2016 **Department:** Public Works **Prepared by:** Zack Richardson, Capital Projects Manager **Initial & Date** **Approved by Department Head:** KMO 1/28/16 **Approved by City Attorney:** By email 1/22 **Approved by Finance Director:** 1/29/16 **Approved by City Manager:** RJK
Proposed Council Action/Motion: Hold a public hearing. After the public hearing, adopt Ordinance No. 15-0410 amending Kenmore Municipal Code Section 12.50 to adopt the *City of Kenmore 2016 Road Standards*	**Exhibits/Attachments:** 1. Exhibit A: Ordinance No. 15-0410 2. Exhibit B: Revised KMC 12.50 3. Exhibit C: *City of Kenmore 2016 Road Standards* 4. Exhibit D: Memo: 2016 Road Standard Changes Since Previous Draft

Expenditure Required $0 **Amount Budgeted** $0 **Appropriation Required** $0

INFORMATION/BACKGROUND:

Presented to you today is the final version of Ordinance 15-0410 (Exhibit A) which amends KMC 12.50 (Exhibit B) to adopt the *City of Kenmore 2016 Road Standards* (Exhibit C).

Several minor changes have been made to the *City of Kenmore 2016 Road Standards* since the previous draft which was presented at the public hearing on December 14, 2015. While the changes are minor, staff believes it was appropriate to hold another public hearing to allow comments on the proposed changes. In brief, the changes are:

1. New text in 1.06.I to allow exemption from frontage improvements for redevelopment of historic sites.
2. New text on 1.06.J to allow more flexibility in applying frontage improvements for unique conditions.
3. Figure 2.1: Downtown Improvements Map was updated with new line types to provide both shape and color distinction between the various standards.
4. Table 6.1: Residential Access Roads table adjusted to lower the residential collector design speed from 35 mph to 30 mph
5. Driveway wings added to Figure 5-001: Driveway Approach with Amenity Zone

A more complete description and explanation of the changes are available in Exhibit D.

The City did receive two public comments during the review of the draft Standards; however, staff is not recommending any changes to the standards other than those noted above. The public comments were reviewed by both staff and the City attorney prior to making this recommendation. A more complete description of the comments and response are also available in Exhibit D.

I:/City Clerk/Agenda Items/Templates

Staff believe the Standards represent the best application of Council goals and Council guidance on future development and construction within the City and recommend adoption of Ordinance 15-0410.
FISCAL CONSIDERATION: None at this time.
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Staff believes that the proposed revisions to the Standards will address several Council goals, including: 1. To focus on and emphasize multimodal transportation safety in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel. 2. To continue to implement the Economic Development Plan with an emphasis on the following key points: 3. Promote the image of Kenmore 4. Create a vibrant, walkable downtown 9. To accelerate implementation of the Sidewalk Plan and pursue various funding options. 10. To identify, develop, and actively promote a walkable area in downtown.

EXHIBIT A
ORDINANCE NO. 15-0410

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 15-0410

AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON, RELATING TO ROAD (STREET) STANDARDS, ADOPTING THE 2016 ROAD STANDARDS, AND AMENDING AND REPLACING CHAPTER12.50 OF THE MUNICIPAL CODE.

WHEREAS, the 1993 update of the King County Road Standards is effective in the City, pursuant to KMC 12.50.010.; and

WHEREAS, City staff has proposed the adoption of new road standards to replace the King County Road Standards; and

WHEREAS, the City's Responsible Official under the State Environmental Policy Act has issued a determination of non-significance for the proposed road standards; and

WHEREAS, the Washington State Department of Commerce was notified of the proposed amendments pursuant to RCW 36.70A.106; and

WHEREAS, on November 9, 2015, the City Council was presented with and considered the proposed road standards, titled "City of Kenmore 2016 Road Standards," together with a proposed new Chapter 12.50 KMC; and

WHEREAS, on December 14, 2015, the City Council held a public hearing on new Chapter 12.50 KMC and the City of Kenmore 2016 Road Standards; and

WHEREAS, the City Council desires to adopt the new Chapter and Road Standards;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Adoption of New Chapter 12.50 of the Kenmore Municipal Code. The City Council amends and replaces Chapter 12.50 of the Kenmore Municipal Code with a new Chapter 12.50 of the Kenmore Municipal Code as set forth in Attachment A, attached hereto and incorporated herein by reference.

Section 2. Adoption of 2016 Road Standards. The City Council adopts the "City of Kenmore 2016 Road Standards," a copy of which shall be placed on file in the office of the City Clerk.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

EXHIBIT A
ORDINANCE NO. 15-0410

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___TH DAY OF _____, 2016.

CITY OF KENMORE

_____
David Baker, Mayor

ATTEST/AUTHENTICATED:

_____
Patty Safrin, City Clerk

Approved as to form:

_____
Rod P. Kaseguma, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:
Effective Date:

EXHIBIT B
KMC 12.50

STREET STANDARDS

Sections:

12.50.010 Adoption.
12.50.020 Terms.
12.50.030 Applicability.
12.50.040 Developments.
12.50.050 References.
12.50.060 Variances.
12.50.070 Appeals from decisions on variances.
12.50.150 Interpretation.
12.50.160 Penalties.
12.50.170 Severability.
12.50.180 Effective date.

12.50.010

Adoption.

A. The City of Kenmore 2016 Road Standards (the Standards), along with all companion documents referenced in Section 1.02 of the Standards, are hereby approved, adopted and incorporated herein as the City of Kenmore standards for street design and construction.*

B. Consistent with the council's direction and intent in adopting the Standards, the department of public works is hereby authorized to develop public rules and make minor changes to the Standards, or the referenced companion documents, in order to better implement the standards and as needed to stay current with changing design and construction technology and methods.

*Code reviser's note: The Standards and the companion documents are on file in the office of the City Clerk.

12.50.020

Terms.

A. "Standards" means the "City of Kenmore 2016 Road Standards."

B. "Engineer" means the public works director, having authorities specified in RCW 36.75.050 and Chapter 36.80 RCW, or his/her authorized representatives.

C. "City Manager" means the city manager or designee.

D. Additional terms are defined in Section 1.01 of the Standards.

12.50.030

Applicability.

A. The Standards shall apply to all newly constructed street and right-of-way facilities, both public and private, within the City.

B. The Standards shall apply to modifications of roadway features or existing facilities, roadway widening, pedestrian facility improvements or alterations, bicycle facility improvements or alterations, road improvements for land developments, and capital improvement projects.

C. The Standards shall apply to every new placement and every planned, non-emergency replacement or repair of existing utility poles and other utility structures within the City right-of-way. Every effort shall be made to meet the Standards during emergency replacement of existing utility poles and other structures.

D. Design detail, construction workmanship, and materials shall be in accordance with the Standards and the latest edition of the companion documents reference in Section 1.02 of the

Standards. Design and construction shall meet the applicable standards, policies and codes, including the Standards, this Code, the City comprehensive or master plans, as well as project specific City approved geotechnical reports, traffic impact studies, and/or drainage reports, as determined by the city manager.

12.50.040

Developments.

Any land development which is required by operation of any City ordinance or adopted standard to improve streets within, abutting, or serving the development shall do so in accordance with these standards.

12.50.050

References.

The Standards implement and are intended to be consistent with the references listed in Section 1.02 of the Standards

12.50.060

Variances.

A. A variance is required for any design or construction deviation from the Standards and shall be a Type 1 decision per KMC Chapter 19.25.

B. A variance from these Standards may be granted upon evidence that the variance is in the public interest and that the requirements for safety, function, fire protection, transit needs, appearance and maintainability are fully met. The need for a variance is not assumed by the City to be evidence of an impractical or undesirable design, and variances that meet these requirements are encouraged to keep the City at the forefront of innovative design and construction.

C. Variance requests for subdivisions shall be proposed at preliminary plat stage and prior to any public hearing. All known variances requests must be reviewed by the City prior to approval of the engineering plans for construction. Variances from these Standards which do not meet the International Fire Code, as adopted by the City, will require concurrence by the City's fire marshal.

D. Applications for Road Variances:

1. Applications for proposed variances shall be written, including graphics and drawings as needed to support the request, and shall include a specific description of the proposed alternative along with supporting documentation. Documentation may include, but is not limited to, a record of successful use by other agencies, or evidence of meeting criteria for quality/safety such as AASHTO and WSDOT standards.
2. The applicant shall indicate those sections of the Standards or this Codewhich are proposed for deviation.
3. Variance requests shall be on forms prescribed by the City and shall be accompanied by the variance review fee as specified in the City of Kenmore fee schedule.

E. Variances to these standards may also be granted by the city council through a development agreement per KMC Chapter 18.110.

F. Capital improvement projects performed by the City or its representatives need not file for a formal variance request, provided that all deviations from the Standards are documented during design.

EXHIBIT B
KMC 12.50

12.50.070

Appeals from decisions on variances.

The department of public works by rule shall establish procedures governing the administrative appeal of the city manager's decision on a request for variance made in accordance with KMC 12.50.060. The department's decision on such appeals shall be final.

12.50.150

Interpretation.

The city manager is authorized to interpret the Standards, provide guidelines for their implementation, promulgate rules, and to resolve conflicts or inconsistencies that may arise in their interpretation or application.

12.50.160

Penalties.

Failure to comply with the Standards may result in denial of plan or development permit approval, revocation of prior approvals, legal action for forfeiture of financial guarantee, code enforcement, and/or other penalties as provided by law.

12.50.170

Severability.

If any part of the Standards is found invalid, all other parts shall remain in effect.

2016

EXHIBIT C
2016 ROAD STANDARDS

[CITY OF KENMORE 2016 ROAD STANDARDS]

EXHIBIT C
2016 ROAD STANDARDS

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EXHIBIT C
2016 ROAD STANDARDS

Introduction

The City of Kenmore strives to create a safe and efficient network of multi-modal transportation throughout the City which serves the needs of its citizens. The City seeks to balance the needs of pedestrians, bicyclists, transit users, freight vehicles, emergency services, and drivers of personal vehicles to create a vibrant and mobile community. The City is conscious of long term maintenance needs and must pair future development with a sustainable maintenance program for public improvements. The City seeks to develop in a manner which provides comfort and aesthetic value to our community. The standards provided in the following document, along with the companion documents listed within these standards, are intended to ensure that future improvements are planned, designed, and constructed in a manner which best meets these City goals and best serves the needs of our citizens.

In addition, these City of Kenmore Road Standards, hereafter known as the Standards, are intended to support the City of Kenmore's goals for providing adequate facilities for development in an efficient manner, complying with storm water management regulations, and preserving environmental and cultural resources while balancing these goals with the general safety and mobility needs of the traveling public.

The City's permitting and licensing activities require the adoption of specific identifiable standards to guide private individuals and entities in the administrative process of procuring the necessary City approval. The City recognizes the need to retain the flexibility to carry out its general duty to provide facilities, streets, roads, and highways for the diverse and changing needs of the traveling public. These Standards are not intended to represent the legal standard by which the City's duty to the traveling public is to be measured, but a standard of design which is flexible to context-sensitive solutions where reasonable and expected care for the safety of the traveling public can be provided.

These Standards cannot provide for all situations. They are intended to assist, but not to substitute for, competent work by design professionals. It is expected that land surveyors, engineers, architects, and contractors will bring to each project the best of skills from their respective area of expertise. These Standards are not intended to limit unreasonably any innovative or creative design efforts or the design of lower impact development alternatives that could result in an equivalent or improved level of safety, , mobility, quality, and maintainability. Environmental constraints may require more intense or rigorous design parameters than would be otherwise required. However, any proposed departure from the Standards will be judged on the likelihood that such variance will produce a compensating or comparable result, in every way safe and adequate for the public.

EXHIBIT C
2016 ROAD STANDARDS

Section 1: Standards

1.01 Definitions, Acronyms, and Abbreviations

The definitions of term within the Standards shall generally be the same as those listed in the Kenmore Municipal Code except as noted below. Definitions of terms within companion documents shall be as defined within the specific documents being referenced.

A. **AASHTO** - American Association of State Highway and Transportation Officials

B. **ADA** – Americans with Disabilities Act

C. **ADA Standards** – For improvements within the right-of-way, the *Proposed Guidelines for Pedestrian Facilities in the Right-of-Way* (2011 PROWAG) published July 26, 2011by the United States Access Board shall be the standards applied to all new construction or alterations.

D. **Amenity Zone** – strip of landscaped area between the back of curb and sidewalk which provides a buffer between pedestrians and vehicles and allows room for roadside features to be installed without obstructing pedestrian pathways. In downtown or urban settings, it can be the paved area between the back of curb and the ADA compliant pedestrian route.

E. **Applicant** – Shall be any person who files an application for a permit from the City of Kenmore and who is either the owner of the land on which that proposed activity would be located, a contract purchaser, or the authorized agent of such a person and shall include any such person who performs work which requires, or required, a permit from the City of Kenmore regardless of whether the permit was actually filed.

F. **City Manager** – Shall mean the City of Kenmore City Manager or his/her designee(s)

G. **Contractor** – For all non-City work, shall be interchangeable with 'applicant' within these Standards. For City work, the contractor shall be the person or entity contracted directly with the City for construction of improvements, or their designee.

H. **Developer** – Shall be interchangeable with 'applicant' within these Standards.

I. **Development** – Means any activity upon the land consisting of construction or alteration of structures, earth movement, dredging, dumping, grading, filling, mining, removal of any sand, gravel, or minerals, driving of piles, drilling operations, bulkheading, clearing of vegetation, or other land disturbance. Development includes the storage or use of equipment or materials inconsistent with the existing use. Development also includes approvals issued by the City that bind land to specific patterns of use, including, but not limited to, subdivisions, short subdivisions, zone changes, conditional use permits, and binding site plans. Development does not include the following activities: 1) Interior building improvements; 2) exterior structure maintenance activities (including painting and roofing); 3) Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning and weeding; or 4) maintenance of the following existing facilities that does not expand the affected area: septic tanks (routine cleaning), wells, individual utility service connections on private property, and individual cemetery plots in established and approved cemeteries.

J. **DOE** – Washington State Department of Ecology

K. **FHWA** – United States Department of Transportation Federal Highway Administration

L. **Groundwater** – Any flow which moves laterally beneath the visible surface of an area and which may or may not eventually spring to the surface to create a new source of surface water.

M. **Inspector –** Unless otherwise noted, shall be the City of Kenmore staff or designee(s) assigned to observe construction and authorized to as noted in Section 4 to approve and/or reject work under these Standards.

N. **KCSWDM** – King County Surface Water Design Manual as adopted by KMC 13.35

O. **KCRS** – King County Road Design and Construction Standards

P. **KMC** – Kenmore Municipal Code

Q. **MUTCD** - Manual on Uniform Traffic Control Devices

R. **NACTO** - National Association of City Transportation Officials

S. **RCW** – Revised Code of Washington

T. **Sharrow** – A painted marking within a vehicle travel way which indicates that cyclists may use the full lane; typically depicted by a bicycle and two chevrons or arrows pointing in the direction of travel.

U. **Sidewalk** – Shall mean a formal concrete pedestrian path which is elevated above, or separated from the vehicle travel way, except where otherwise noted.

V. **Standards** – Shall mean the requirements listed in this document or within the companion documents listed below, or any portion thereof.

W. **Surface water** – Shall mean water flowing on the surface of any area as a direct result of rainfall on or adjacent to the area; for the sake of these standards, ground water shall not be considered as surface water.

X. **Undeveloped property or undeveloped parcel** - Shall be any parcel which has not been subdivided to the maximum potential per the minimum lots size permitted in KMC or which is zoned to permit a commercial or multi-family structure which has not been constructed.

Y. **WAC** – Washington Administrative Code

Z. **Walkway** – Shall mean any surface, path, or route which is regularly used by pedestrians; walkways may include sidewalks, paved and un-paved trails, worn foot trails, boardwalks, and shoulders. Existing walkways may include facilities in which the vehicles and pedestrians utilize the same travel way.

AA. **WDFW** – Washington State Department of Fish & Wildlife

BB. **WSDOT** – Washington State Department of Transportation

1.02 Companion Documents

These standards reference additional industry documents for specific details, materials, and construction guidance and may be utilized when standards of other design criteria are not specifically addressed in this document. The following documents shall be incorporated by reference; future updates to the referenced documents shall be incorporated into these standards upon the effective date of said documents without need for further action. Where updates to referenced information causes the references to become obsolete, or no longer reference the intended information, the City Manager shall be authorize to interpret the intent of the reference. The City Manger shall provide specific interpretation guidance in writing and may determine that additional revisions to the Standards are needed.

A. Transportation Design Standards

1. *King County Road Design and Construction Standards* (herein referred to as KCRS), King County Department of Transportation, current edition
2. *A Policy on Geometric Design of Highways and Streets* (herein reference as AASHTO), AASHTO, current edition
3. *WSDOT Design Manual*, WSDOT, current edition
4. *Proposed Guidelines for Pedestrian Facilities in the Right-of-Way* (herein reference as *ADA standards* or PROWAG), United States Access Board, July 26, 2011

5. *Urban Street Design Guide*, National Association of City Transportation Officials (NACTO), current edition

B. Surface Water Design Standards
   1. *King County Surface Water Design Manual* (here in reference as KCSWDM), King County Department of Natural Resources, current edition; as adopted per KMC 13.35.
   2. *Stormwater Management Manual for Western Washington*, Department of Ecology, current edition
   3. Highway Runoff Manual, M31-16.01, WSDOT, current edition
   4. *Low Impact Development Technical Guidance Manual for Puget Sound*, Puget Sound Partnership, current edition

C. Traffic Control Design Standards:
   1. *Manual on Uniform Traffic Control Devices* (herein reference as MUTCD), Federal Highway Administration, current edition

D. Construction Specifications:
   1. *King County Road Design and Construction Standards* (herein referred to as KCRS), King County Department of Transportation, current version
   2. *WSDOT Standard Plans*, WSDOT, current edition
   3. *WSDOT Standard Specifications for Road, Bridge, and Municipal Construction* (herein referred to as 'WSDOT Specs' or 'WSDOT specifications'), WSDOT, current edition
   4. *King County Regulations for Accommodations of Utilities on County Road Rights-of-way*; King County Road Services, current edition

1.03 Variances

Variances from these standards may be granted per the procedures outlined in KMC 12.50.

1.04 Applicability

These standards shall be applicable to all development, new construction, and alterations as outlined in KMC 12.50 and Section 1.06.

1.05 Authority and Duty of Inspectors

The City Manager may designate inspectors to inspect all materials used and all work performed. Such inspection may extend to any or all parts of the work and to the preparation and/or manufacture of the materials to be used. All roadway and drainage infrastructures must be inspected. Paving operation shall not commence until density tests confirm that the compaction is in accordance with the specifications.

A. The inspector will not be authorized to revise, alter, or relax the provisions of these Standards unless otherwise authorized by the City Manager.
B. The inspector has the authority to reject defective material and suspend work that is being done improperly.
C. The inspector may advise the applicant or contractor of any faulty work or materials; however, failure of the inspector to advise the applicant or contractor does not constitute acceptance or approval.

D. The inspector has the authority to require revisions to approved engineering plans when necessary due to conflicting field conditions.

E. Unless otherwise addressed in a contract directly between the contractor and the City of Kenmore, the City accepts no responsibility for costs, delays, or loss of profits incurred by the developer, contractor, or any of their representatives, as a result improper work, improper materials, conflicting field conditions, or any direction provided by the City inspector which is consistent with these Standards. It shall be the responsibility of the contractor to verify all field conditions and all information provided, including information provided by the City, prior to beginning construction.

1.06 Responsibility to Provide Roadway and Walkway Improvements

A. Any development, which will impact the way in which vehicles, transit, pedestrians, or bicyclists move on, through, or between public roadways shall improve those roads in accordance with these Standards. Off-site roadway improvements shall be based on an assessment of the impacts of the proposed land development by the City Manager.

B. Any development abutting and impacting existing roads, including but not limited to new single family homes, subdivisions, and commercial or multi-family projects, shall improve the frontage of those roads in accordance with these Standards.

1. Only the following types of development projects are exempt from providing frontage improvements:
   i. Alterations or additions to an existing single family home.
   ii. Single family projects which reconstruct a previously existing single family home that was demolished within 12 months of the date of filing for the new building permit.
   iii. Alteration projects on existing commercial structures which do not expand or change the use on site.
2. On flag lots or panhandle lots, which utilize a narrow access stem to develop behind another parcel adjacent to the roadway, the project frontage shall be the segment of roadway equal to the widest portion of the parcel. The full project frontage shall be improved unless otherwise approved by the City Manager. Where the required improvements cannot be installed due to limited or restricted right-of-way along adjacent properties, the applicant shall pay fee in lieu of providing the frontage improvement consistent with Section 1.07.
3. In the case of corner lots, frontage improvements are required on both street frontages.
4. In the case that a project has two non-adjoining frontages, frontage improvements are required on any frontage which will provide access to a new lot or structure or for which a change in traffic patterns, including pedestrian and bicycle traffic, can be reasonably expected.

C. Any development that contains internal roads, or requires the construction of new roadways to provide access to the proposed lots, structures, or services areas shall construct or improve those roadways in accordance with these Standards.

D. Subdivisions, short subdivisions, binding site plans or any other land development project which is subject to recording shall not be recorded until there is a recorded continuous public access to the development site, or an access that is covered by a financial guarantee.

E. All new and reconstructed streets shall provide applicable pedestrian and bicycle improvements that meet the Standards, unless otherwise approved by the City Manager.

F. Any location where a public roadway is provided on a parcel which abuts a public frontage on one side and undeveloped parcel on the other may be required to provide additional right-of-way dedication to the property line to allow for future road extensions or connections.

G. Any location where a public roadway is provided on a parcel which abuts an undeveloped parcel, but where vehicle connections cannot be provided or are not required, shall provide and construct a minimum 5 foot walkway within a minimum 10 foot right-of-way through the narrowest portion of property remaining between the edge of the proposed roadway and the adjacent parcel. The public right-of-way shall be clearly distinguished and separated from adjacent private property with fencing, edge treatment, or planting as determined by the City.

H. Additional walkways may be required where alternative pedestrian paths can provide pedestrian connections between roadways which are:

    1. Shorter distance or more favorable terrain than sidewalk along an existing or proposed roadway, or
    2. Where pedestrian facilities do not exist along the existing roadway, or
    3. Where existing pedestrian routes exist but a formal walkway is not provided, including identified safe routes to school.

I. Adaptive re-use projects, which involve sites or buildings identified as a Local Landmark per KMC Chapter 2.20, a King County Landmark per the King County Historic Preservation Program, or an Historic Place per the National Register of Historic Places, shall not be required to provide improvements that fully comply with the requirements of Section 1.06; provided that:

    1. All projects must still provide safe and adequate access for all users as determined by the City Manager.
    2. Projects which include new buildings or expansion of an existing building shall not be considered an 'adaptive re-use project' within the Standards.

J. Recognizing that the City is a partially built environment which was developed under several different requirements, the City Manager may modify the frontage improvement and/or fee-in-lieu requirements, taking into account constitutional provisions, statutory provisions and court case principles, as well as the development proposal and the conditions of existing site, buildings, and/or adjacent property.

1.07 Fee in Lieu Option

Applicants of developments which require frontage improvements per Section 1.06 may request to pay a voluntary fee in lieu of providing frontage improvements, or any portions of those improvements, to be granted at the discretion of the City Manager. By requesting the voluntary fee option, the applicant agrees that the City Sidewalk Program is an acceptable use of the fee paid. The cost of the fee shall be based on the length of the project frontage and the cost estimates used by the City in the most recent update to the City Sidewalk Program unless otherwise approved by the City Manager. If an alternative cost is approved it must account for the cost of all expected infrastructure required to construct the roadway to these Standards, including storm drainage, grading, and utility relocations, etc. The City reserves the right to deny any request where the physical improvements would be of greater public value than the voluntary fee, as determined by the City Manager.

1.08 Cultural Resources

All impacts to any significant cultural resources shall be avoided to the maximum extent feasible.

For projects sites which are, or contain, an archaeological or cultural recourse as defined in RCW 27.53, shall follow the rules and procedures prescribed by the state and shall obtain a permit as required per RCW 27.53.060. All work on the site shall be suspended until evidence of the state permit is provided to the City or until alternative direction is provide in writing to the City from the proper state agency.

1.09 Engineering Plans, Final Corrected Plans, and Final Plat Plans

A. Engineering Plans: Engineering plans for private development proposals shall be prepared and submitted to the City. The engineering plans shall be prepared by a professional engineer licensed in the state of Washington and must be signed and stamped by the responsible professional engineer prior to final acceptance by the City, unless otherwise approved by the City Manager. The engineering plans shall generally comply with Chapter 2 of KCSWDM, including minimum plan size, minimum scale, vertical and horizontal datum, and general content. The City may require supplemental plan elements in addition to those listed in KCSWDM.

B. Waiver of Plan Requirements: Subject to review, the City Manager may waive plan requirements, wholly or in part, based on the following criteria:

1. No more than 2,000 square feet will be cleared and graded; and
2. The work will not intercept a stream, wetland, or sensitive area buffer, or otherwise impact sensitive areas and natural surface drainage as set forth in Kenmore Municipal Code Title 18; and
3. Plans do not include a retention/detention facility; and
4. Kenmore standard drawings, submitted with required permits, are sufficient to describe the improvement to be constructed.

C. Record Plans/Final Corrected Plans:

1. Final corrected plans, or as-built drawings, for archiving shall be required prior to final construction approval for all projects which include improvements within the public right-of-way or improvements that will be maintained or routinely inspected by the City.
2. Final corrected plans shall include as-built information for all improvements within the public right-of-way or improvements that will be maintained by the City and shall be of similar detail as the original design plans.
3. Final corrected plans shall measure and document all elevations, slopes, and dimensions associated with new curb ramps or ADA facilities. Any portion of the ramps or facilities which does not meet ADA requirements shall be removed and replaced with a compliant feature unless justified in Maximum Extent Feasible (MEF) documentation provided by the applicant. The MEF documentation must be stamped and approved by a license engineer and must be approved by the City's ADA Coordinator and City Engineer.
4. Final corrected plans shall be reviewed and approved by the City prior final submittal. Review sets may be submitted electronically or in bond (paper) format.
5. Final submittal of the final corrected plans shall include electronic copies of all plans sheets and the approved TIR as well as select plan sheets in mylar (4 mil. polyester drafting film) format unless otherwise approved by the city Manager.

D. Maintenance Plans: Engineering plans shall be reviewed to ensure that all road elements proposed for public maintenance will be maintained by the City. Maintenance plans may be required for specialized features.

1. For purposes of public maintenance, a maximum reach of 16 feet by a backhoe type bucket shall be assumed.
2. For the purposes of public maintenance, a maximum boom reach of 18 feet, measured horizontally from the nearest edge of the access road, for a hydraulic vactor truck shall be assumed.

1.10 Errors and Omissions

At the discretion of the City Manager, any errors or omissions in the approved plans or information used as a basis for such approvals may constitute grounds for withdrawal of the approvals and/or stoppage of any or all permitted work. It shall be the responsibility of the applicant, developer, or contractor to show cause for why such work should continue, and make such changes in plans that may be required by the City Manager before the plans are re-approved.

It is the responsibility of the applicant to verify property and right-of-way lines prior to and during construction. Under no circumstances is the City responsible for verification of property lines. Approval of installed improvements does not guarantee that the improvements are installed on the property permitted and does not relieve the applicant of the civil duty or responsibility to correct such errors after becoming aware of the inconstancy.

1.11 Penalties and Financial Guarantees

Failure to comply with these Standards will be cause for denial of permit approval, revocation of prior approvals, withholding and reductions of financial guarantees, withholding final inspection approval, withholding occupancy certificates (temporary and permanent), legal action for forfeiture of financial guarantee, code enforcement, and/or other penalties as provided by law.

A. PERFORMANCE/RESTORATION FINANCIAL GUARANTEES: Any construction work on City right-of-way (both maintained and unmaintained) which is not performed by the City of Kenmore shall be guaranteed by a restoration financial guarantee unless otherwise approved by the City Manager or waived per KMC Title 21.15.060. The City Manager shall determine the amount and form of the financial guarantee. The minimum restoration and/or performance guarantee shall be $2,000.00.

B. MAINTENANCE/DEFECT GUARANTEES: The successful performance of the right-of-way improvements or related drainage facilities shall be guaranteed for a period of at least two years from the date of the Construction Approval, unless otherwise determined by the City Manager or as directed in Kenmore Municipal Code. The City Manager shall determine the amount and form of the maintenance financial guarantee. The minimum maintenance guarantee shall be $2,000.00.

1.12 Changes to this Manual

The City Manager may incorporate changes to these Standards as they become necessary and may determine the severity of any future proposed revisions. Minor changes to these standards, or revisions to references of updated companion documents, may be incorporated without formal approval.

Section 2: General Requirements

This chapter provides general requirements related to transportation improvements

2.01 Low Impact Development

Low Impact Development (LID) features are encouraged and should be used whenever feasible in street and frontage improvements and as directed in Kenmore Municipal Code (KMC). Where these standards present barriers to the use of LID techniques or best management practices (BMPs) a variance to these Standards shall be considered, provided that the variance does not violate other sections of KMC and is adequately designed for safety, functionality, and maintenance concerns.

2.02 Maintenance

The City will not accept any improvements for maintenance until the improvements have been approved by the City inspector and all performance agreements associate with the improvements have been released by the City. Until the City has accepted the improvements for maintenance, the project applicant shall be responsible for the condition, function, safety, security, and general maintenance of all roadways or improvements.

A. Only improvements within the right-of-way, or expressly assigned to the City in a recorded document on file with the King County Recorder's Office, will be accepted for City maintenance.
B. Easements or documents recorded which dedicate maintenance reasonability to the City without written evidence of City approval or acceptance shall be null and shall not be interpreted to assign maintenance responsibility to the City of Kenmore.
C. Easements not expressly dedicated to the City are to be interpreted as private easements which do not assign a maintenance responsibility to the city of Kenmore.
D. Easements which grant the City of Kenmore the right of entry for the purposes of inspection shall be interpreted to assign the right of inspection, but not necessarily the responsibility to inspect the improvements within said easement. The City is not responsible for any costs which are associated with the improvements within these types of easements, including cost associated with inadequate maintenance.

2.03 Connectivity

A. In order to provide connectivity, proposed street layouts shall continue streets to adjacent properties when the adjacent property is an undeveloped parcel or has reasonable chance of re-development in future. This requirement may include additional right-of-way dedication beyond constructed street limits in order to provide for future roadway connections.
B. To the maximum extent feasible, connections shall be located at the anticipated or logical location which maximizes the development potential of the adjacent parcel.
C. Pedestrian walkways shall be required to connect roadways where construction of full roadway improvements is not feasible to provide connectivity for vehicles; pedestrian walkways shall be provided to create the shortest route between development and existing walkways, independent of roadway improvements.

2.04 Traffic Impact Analyses

A traffic impact analysis, when required per KMC 17.20.070, shall be completed in accordance with the administrative policies and guidelines determined by City Manager. Currently, the guidelines can be found on City of Kenmore Form #314 *Traffic Impact Analyses Guidelines*.

2.05 Frontage Improvements

Frontage improvements are required per Section 1.06 and may be required in other situations where service level, safety, or operational efficiency of the roads serving a site will be affected.

A. Frontage improvements shall require bringing half of the frontage road to the full standards for the roadway classification per Section 6 of these Standards. Existing frontage improvements, where existing, shall be upgraded to current safety and design standards.

B. Standard frontage improvements consist of road widening, right-of-way dedication, new curb & gutter, new sidewalk, new amenity zone and/or landscaping, drainage improvements as needed, street lighting per Section 8.11, relocation of conflicting utilities as needed, and 2-inch half-width grind and overlay along the entire project frontage.

    1. Additional improvements, including transit bus shelters, bus pullouts, utility undergrounding, street lighting, signage, and channelization, may be required to ensure safe movement of traffic, including pedestrians, bicycles, transit, and non-motorized vehicles.
    2. Additional improvements may be required along SR-522 or in the downtown areas as directed in Section 2.06.

C. Any project which utilizes a zero-foot or modified setback, as permitted by KMC, and places a building too near to the right-of-way line to maintain overhead service without impacting the required walkway or required clear zone shall be required to underground utilities along the entire project frontage.

    1. Additionally, utility undergrounding may be required along SR-522 or in the downtown areas as directed in Section 2.06.

2.06 Downtown Frontage Improvements

Developments along, or which take access from, roadways identified in Figure 2.1 shall provide additional improvements as outlined below.

EXHIBIT C
2016 ROAD STANDARDS

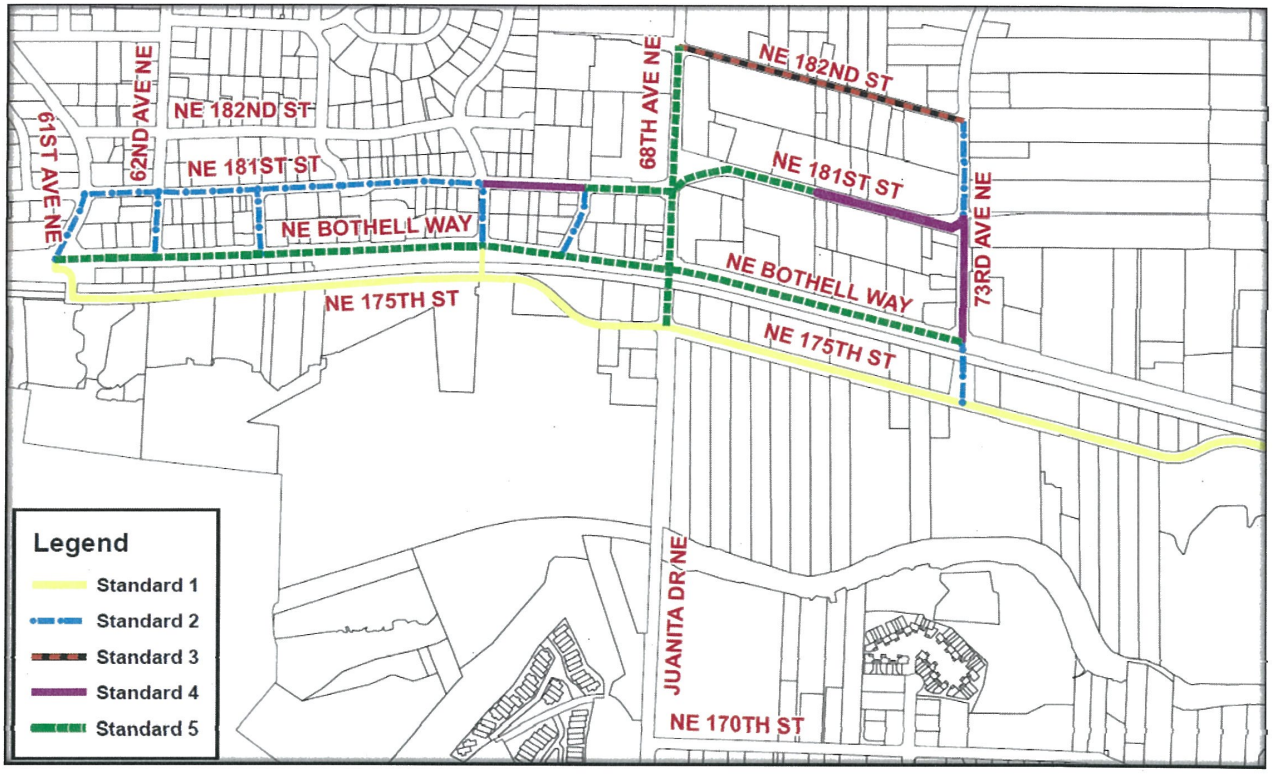


Figure 2.1: Downtown Improvements Map

	Complaince with KMC 18.52.100	Improvement Details to be Determined	Downtown Sidewalk	Downtown Street Trees w/ Irrigation	Electrical Recepticles at Tree Wells	Downtown Street Lighting	Streetlight Banner Brackets	Downtown Pedestrian Lighting	Pedestrian Flower Basket Arms w/ Irrigation	Undergrounding of Existing Utilities in ROW Required	Provide Conduit for Future Undergroudning
	2.06.A	2.06.B	2.06.C	2.06.D	2.06.E	2.06.F	2.06.G	2.06.H	2.06.I	2.06.J	2.06.K
Standard 1	X	X								X	
Standard 2	X		X	X		X		X		X	
Standard 3	X		X	X		X		X			X
Standard 4	X		X	X	X	X	X	X		X	
Standard 5	X		X	X	X	X	X	X	X	X	

Figure 2.2: Downtown Improvements Table

A. All improvements along roadways identified on Figure 2.1, shall be consistent with direction provided in KMC 18.52.100.
B. Projects along roadways identified in Figure 2.1 as Standard 1 shall require specialized improvements with exact details for special pavements types, architectural features, and lighting styles to be determined during project design and shall require submitting samples, cut sheets, or shop drawings to the City for approval prior to installation. Projects within this area may be required to match improvement details of other nearby project as developments establish throughout this area.
C. **Downtown Sidewalk:** Projects along roadways identified in Figure 2.1 as Standard 2, Standard 3, Standard 4, and/or Standard 5 shall provided a minimum 8' wide sidewalk with 2'x2' scoring pattern as follows:
    1. Lightly brushed in a transverse direction (perpendicular to roadway) with a soft brush and then a 2 foot by 2 foot grid pattern shall be saw cut into the top of the concrete surface.
    2. Sawcuts shall be between 1/4-inch and 3/8-inch deep
    3. Sawcut lines shall run perpendicular and parallel to the curb line and shall intersect at 90° angles.
    4. Around curves and curb returns, the lines shall be adjusted to be radial so they continue to run perpendicular and parallel to the back of curb
D. **Downtown Street Trees**: Projects along roadways identified in Figure 2.1 as Standard 2, Standard 3, Standard 4, and/or Standard 5 shall provide street trees, with irrigation, placed at the back of curb at 40 foot centers.
    1. 40 foot spacing may be varied from slightly to account for proper site distance, utility placement, or other potential site conflicts, as approved by the City.
    2. Landscape areas provided for street tree shall not exceed 4 feet in width and shall always maintain a minimum of 4 feet sidewalk clearance.
    3. Irrigation lines shall be provided to each tree well; applicant shall coordinate meter placement & configuration with the water district and City Public Works Department.
    4. Tree grates may be optionally provided for these areas upon approval by the City Manager.
E. **Electrical Receptacles:** Projects along roadways identified in Figure 2.1 as Standard 4 and/or Standard 5 shall include above-ground electrical receptacles, supplied with power, within the pervious area for street trees required per Section 2.06.D above.
    1. Future power costs for the electrical receptacle shall be transferred to the City upon City approval.
F. **Downtown Street Lighting:** Projects along roadways identified in Figure 2.1 as Standard 2, Standard 3, Standard 4, and/or Standard 5 shall provide specialized street lighting as follows (or an approval equal):
    1. Head Type(Model Number): Lithonia Aeris Decorative Roadway Led Luminaire (AS1 LED 1 63B30/40K SR 3 240 SPA DF DDBXD)
    2. Arm Type (Model Number): Lithonia Aeris Decorative Curved Arm (DCASDDBXDU)
    3. Arm length: 2 feet
    4. Mounting Height: 35 feet (40 feet along SR-522)
    5. Color: Powder coated Bronze Pearlescent (TO25-BR01)
G. **Streetlight Banner Brackets:** Projects along roadways identified in Figure 2.1 as Standard 4 and/or Standard 5 shall include set of banner brackets on all street lighting required per Section 2.06.F

1. Bracket types and details shall be approved by the City Manager prior to installation and shall be colored to match the light pole.
2. Brackets shall be installed on side of the pole nearest to the roadway, perpendicular to the direction of travel.

H. **Downtown Pedestrian Lighting:** Projects along roadways identified in Figure 2.1 as Standard 2, Standard 3, Standard 4, and/or Standard 5 shall provide specialized pedestrian lighting as follows (or an approved equal):

1. Head Type(Model Number): Selux Quadro H2 Led Decorative Pedestrian Luminaire (QH2L-R5-1-4LT500-30-BZ-208)
2. Mount Height: 14 feet
3. Color: Powder coated Bronze Pearlescent (TO25-BR01)

I. **Pedestrian Flower Basket Arms:** Projects along roadways identified in Figure 2.1 as Standard 5 shall provide a set of two mounts, arms, and irrigation for hanging flower baskets on each pedestrian light poles required per Section 2.06.H.

1. The mounts shall be aligned parallel to the roadway on opposite sides of the pole.
2. Irrigation must be provided to each mount arm.
3. Mount types and details shall be approved by the City Manager prior to installation and shall be colored to match the light pole.

J. **Utility Undergrounding:** Projects along roadways identified in Figure 2.1 as Standard 1, Standard 2, Standard 4, and/or Standard 5 shall be required to relocate any existing overhead utility lines along the project frontage into underground conduits in compliance with the utility provider's specifications and these Standards.

1. Note: All new utility extensions are required to be undergrounded per KMC 13.50.010.

K. **Underground Conduit Only:** Projects along roadways identified in Figure 2.1 as Standard 3 must provide conduit for future undergrounding, but do not have to remove the existing utility lines or pull wire through the conduit at this time, provided that the building location does not require undergrounding per Section 2.05.C. The project engineer shall review and coordinate the required number and size of conduits needed meet the needs of the existing utility providers.

2.07 Dedication of Right-of-Way

A. The City may require right-of-way dedication to incorporate necessary transportation and frontage improvements.

B. Right-of-way dedication width shall be consistent with Section 6 except where additional right-of-way widths have been proposed for projects on the City's Transportation Improvement Program, the Capital Improvement Program, or the Transportation Element of the Comprehensive Plan.

C. Right-of-way dedication, when required, shall occur at the time of recording for subdivisions, or prior to issuing the certificate of occupancy on other project types.

2.08 Pavement Cut Moratorium

A. No pavements cuts will be permitted on any arterial or any street which has been constructed, re-constructed, overlaid, or resurfaced within the past 5-year, except as noted below. All reasonable effort shall be made to utilize trenchless technology for utility installations before an exception is granted.

Unless otherwise approved by the City Manager, pavement cut may only be approved if one of the following is true:

1. The cut is part of an approved project which includes frontage improvements requiring a full-width 2-inch grind and overlay and the cuts are within the limits of the proposed overlay.
2. The cut is allowed through a current franchise agreement as described in the agreement language; where the franchise agreement is silent on restoration requirements, such a cut would require a 2-inch full-width grind and overlay within 20 feet of either side of the trench cut.
3. The cut is for an emergency situation, provided that a 2-inch full-width grind and overlay is provided within 20 feet of either side of the trench cut after the emergency work is completed.
4. A variance from these standards is approved and a 2-inch full-width grind and overlay is provided within 20 feet of either side of the trench cut.

Section 3: Street Classification

3.01 Public Roads

City streets are classified functionally in the *Transportation Element* of the City's Comprehensive Plan. Function is the controlling element for classification and shall govern right-of-way, street width, and street geometrics. Functional classification establishes the hierarchy of streets and highways necessary for a complete transportation system that serves all types of travel needs. Each street has a specified function that produces a comprehensive network for travel and access throughout an area when combined with the rest of the system. The *Transportation Element* of the City's Comprehensive Plan is available on the City's website and a copy is available for viewing at City Hall (18120 68th Ave NE) upon request.

Public roadways shall be constructed to the applicable standards of Section 6 for the corresponding roadway classification.

Public roadways and all constructed improvements or modifications shall remain under the responsibility of the applicant until such time that the City accepts the roadway in writing in accordance with Section 2.02.

3.02 Private Roads

A. Private streets may be appropriate for some streets which have a limited number of lots.

B. Private streets on residential projects may be approved only when they are:

1. Classified as an local access street, alley, private access tract, or joint-use driveway and built to the Standards, as set forth in Section 5 and section 6, as appropriate, and
2. Permanently established by right-of-way, tract, or easement providing legal access to each affected lot, dwelling unit, or business of sufficient width to accommodate required improvements. Language on the recorded documents establishing the access permissions shall include provision for future use by adjacent property owners when applicable, and
3. Accessible at all times for emergency and public service vehicle use, and
4. Outside the limit of any planned future public roadways in the present or future street plan per the Kenmore Comprehensive Plan, Transportation Improvement Plan, or Capital Improvement Program, and
5. Not going to result in land locking of parcels, and
6. Designed to serve a maximum potential number of dwelling units that can possibly be served by the road when physical barriers, zoning or other legal constraints are considered; and
7. Maintained by a capable and legally responsible owner or homeowners' association, or other legal entity made up of the benefited property owners, which is clearly assigned on the recorded document granting access permissions; and
8. Clearly described on the face of the plat, short plat, binding site plan, or other document recorded on the title of all affected properties, and
9. Clearly signed at the street location as a private street.

C. The City will not accept private streets for maintenance as public streets until such streets are brought into conformance with current Kenmore Municipal Code and these Standards and must be approved by the City Manager.

D. The City will not accept private streets for public roadways if the infrastructure is aged, worn, damage, or failing. Such improvements shall be repaired and reconstructed per these Standards prior to City

acceptance.

E. The City will not accept private streets within short plats when the roads providing access to the plat are private and already have the potential to serve more than the number of lots specified in Section 5.03 or Section 6.

D. If a short plat has been proposed on a property to which the only access is over private streets that fail to meet the standards specified in this section, the short plat may be denied, or be required to improve the private street to these Standards based on a determination of its impact by the City Manager.

E. All commercial access roads and internal roads on commercial or multi-family sites shall be privately maintained unless otherwise approved by the City Manager.

3.03 Alternative Road Designs

The City of Kenmore seeks to promote and encourage the design of roads using the best available sciences and practices. These Standards are intended as general guidelines meant to be applied to a wide range of project types. Where specific projects can be better served by alternative road design elements such as shared spaces, living streets (Woonerf concept), cycle tracks, green alleys, parklets, and curb extensions, the applicant and City staff shall coordinate the alternative design elements and promote the use of such design in a manner that adequately address the safety concern of the City. Some basic guidelines for alternative design types have been provided in Section 6, but do not provide all of the details needed for full construction and implementation of such designs; the project engineer must provide a unique design for such roadway types. Generally, alternative roadway designs shall be privately maintained unless otherwise approved by the City Manager.

Section 4: Construction Control and Inspection

4.01 Basis for Control of the Work

A. Work performed in the construction or improvement of public or private roads shall be done in accordance with these Standards and approved plans. No work may be started until such plans are approved and a pre-construction meeting is held with the City. Any revision to the approved plans shall be approved by the City before being implemented.

B. The City Manager is authorized to enforce the Standards as well as other referenced or pertinent specifications or guidelines. He/she will appoint staff as necessary to inspect the work.

C. Provisions of Section 1-05 of the WSDOT/APWA Standard Specifications shall apply, with the term "Engineer" therein construed to be the City Manager as defined in Section 1.01.

4.02 Inspection

A. Generally, control and inspection will be done by the City on all privately developed infrastructure, road, and drainage facility construction proposed or in progress by a private developer. The City also performs the maintenance/defect inspections. The City Manager must approve any variances from the Standards during construction.

B. The applicant is responsible for quality control of construction and the assurance of meeting the standards. City inspectors monitor these activities with enforcement authority when requirements are not met. All work conducted on electrical and communications systems shall be inspected by the Washington State Department of Labor and Industries, unless and until these services are offered by the City.

C. All materials provided by the applicant shall be subject to inspection and approval by the City Inspector at any time during the progress of work until final acceptance. The applicant's construction schedule shall include sufficient time for materials testing and any required verification by the City Inspector.

D. The City Inspector has the authority to reject defective material and suspend work that does not meet standards. The City Inspector may advise the applicant or contractor of any faulty work or materials; however, failure of the City Inspector to advise the applicant or contractor does not constitute acceptance or approval. At the City Inspector's order, the applicant/contractor shall immediately remedy, remove, replace, or dispose of unauthorized or defective work or materials and bear all the costs of doing so.

E. All roadway and drainage infrastructures must be inspected, and approved prior to any final closure of any approved permits for the improvements.

F. Prior to any critical task being started, the applicant must coordinate with the City inspector. At a minimum, the following critical tasks require advance notification:

1. Preconstruction Conference: Three working days prior notice. Conference must precede the beginning of construction and include the applicant, general contractor, and other applicable participants. Plan approvals, permits, liability insurance coverage, and financial agreements / guarantees must be in hand prior to the conference.
2. Clearing and Temporary Erosion/Sedimentation Control: One working day notice prior to initial site work involving drainage and installation of temporary erosion/sediment control.
3. Curb and Sidewalk Placement: One working day notice to verify proper forming and preparation prior to placing concrete.

4. Structural Inspection for Concrete Walls/Vaults: Per *Special Inspection Sheet* and guidance of City staff
5. Substantial Completion Inspection: 3 working days prior to overall check of road or drainage
6. Final Inspection: 3 working days prior to overall check of entire project
7. Final Maintenance Inspection: 3 working days prior requested inspection date, anytime after expiration of the maintenance and defect period. It is the applicant's responsibility to request final maintenance inspection; the applicant's responsibilities under the terms of the maintenance and defect agreement shall not end until the improvements are formally accepted in writing by the City of Kenmore.

4.03 Substantial Construction Approval

The following section shall be applicable to subdivision projects, site development permits (engineering and grading permits), and commercial building permits.

A. It shall be the practice of the City of Kenmore to require a minimum level of constructed improvements prior to recording plat documents or issuing a certificate of occupancy and all projects shall obtain substantial completion approval prior to recording final documents.

B. Substantial completion shall require verification that the following items have been addressed; approvals from agencies other than the City of Kenmore must be provided in writing to the City inspector:

1. Access provided to all lots within a plat, or to all buildings seeking occupancy.
    i. For standard asphalt pavements, access is interpreted as a minimum of a first lift of asphalt or asphalt treated base (ATB).
    ii. For concretes and pervious pavements on internal driveways and private roadways, a compacted gravel surface is acceptable for access; paved surfaces must still be provided within the right-of-way.
2. Adequate parking provided for the proposed uses of buildings to be occupied.
3. Required ADA facilities (curb ramps, etc), meeting the latest ADA standards, installed within public right-of-way and for the buildings to be occupied
4. Frontage improvements installed and substantially complete;
    i. Sidewalks must be open, unobstructed, safe, and available to public.
    ii. Striping shall be provided as directed by the City inspector.
5. Compaction reports for all paved surfaces must be provided to City inspector
6. Drainage system installed and functional
7. Water and sewer installed and substantially complete (as determined by the water & sewer district)
8. Mail delivery system/mailbox installed and approved by the Post Master
9. Construction equipment, stockpiles, and other materials removed from within the right-of-way and stored on private property with appropriate erosion and sediment control measures in place.
10. Major safety concerns eliminated (fall hazards, trip hazard, Etc)
11. All exposed soils temporarily stabilized and all remaining stockpiles covered in compliance with erosion and sediment control standards.

12. All required regulatory signage installed.
13. All required landscaping must be installed or bonded for.
14. All required mitigation plantings must be installed or bonded for.
    i. On site, mitigation areas or critical areas must be delineated by temporary fencing.
15. All required recreation equipment must be installed or bonded for.
16. Additional performance agreement and financial guarantee filed with the City to ensure timely completion of the project.

4.04 Final Construction Approval

The following section shall be applicable to subdivision projects, site development permits (engineering and grading permits), and commercial building permits.

A. Prior to closing any permit for site improvements or release of performance bonds associated with a project, the project shall obtain final construction approval.
B. Final construction approval shall require verification that the following item have been addressed:
    1. All item listed in Section 4.03 except the additional performance agreement (Section 4.03.B.16 above).
    2. All exposed soils or slopes shall be permanently stabilized.
    3. All final punch list items must be addressed as directed by the City inspector.
    4. As-built or final record drawings shall be submitted to and approved by the City.
    5. Verification of the construct detention volume from licensed engineer or surveyor.
    6. All required roadway monuments shall be installed and a licensed surveyor shall provide written statement that the monuments have been correctly installed.
    7. Critical areas shall be permanently delineated and required signage shall be installed.
    8. Required documentation and fees for maintenance and defect period must be submitted to the City.

4.05 Penalties for Failure to Notify and Obtain Approval

Notification by the applicant or the applicant's contractor, at the necessary time frames noted above, is essential for the City to verify, through inspection, that the work meets the standards. Failure to notify and obtain approval will result in the City requiring sampling and testing with certification by a City approved laboratory. Costs of such testing and certification shall be borne by the applicant. If the test results conclude that the unauthorized work doesn't meet the Standards, the applicant will be required to remove the unauthorized material and replace it with materials that meet the Standards at his/her own expense. At the time that such action is directed by the City Manager, further work on the development may be limited or prohibited until all directed tests have been completed, approved, and all corrections identified by the City have been made to the satisfaction of the City Manager. If necessary, the City may take further action as set forth in KMC 1.20.

4.06 Control of Materials

A. Source of Supply and Quality of Materials: The contractor shall notify the City of proposed sources of supply for all materials to be furnished. The City shall approve the source of supply of each of the

materials before the delivery is started. Representative preliminary samples or test data of the character and quality prescribed may be required to be submitted by the contractor or producer for examination.

Only materials conforming to the requirements of the WSDOT/APWA Standard Specifications shall be used in the work, unless otherwise approved by the City Manager. Any material proposed to be used may be inspected or tested at any time during their preparation and use. If after testing it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any approved source proved unacceptable at any time, the contractor shall furnish approved materials from other approved sources. Any approved material that becomes unfit shall not be used.

B. Samples and Tests: The applicant is required to retain the services of a certified testing laboratory to conduct necessary field and/or lab tests of materials or methods. All testing shall be in accordance with WSDOT and/or AASHTO standards. Materials shall not be used until approved.

The City shall be furnished certified copies of the complete test reports directly from the testing laboratory.

4.07 Construction Control in Developments

The provisions of Section 2-03 of the WSDOT/APWA Standard Specifications apply in all respects to development construction unless otherwise approved by the City Manager.

4.08 Sub-grade

In preparing the roadbed for surfacing before any paving, the requirements outlined in Sections 2-06.3(1) and 2-06.3(2) of the WSDOT/APWA Specifications shall be met. After the subgrade preparation has been completed, it shall be thoroughly checked by the applicant/contractor using a level, string line, crown board, or other means to determine that the subgrade conforms to the approved roadway section and the Standards prior to placing any surfacing material.

4.09 Traffic Control During Construction

A. Interim Traffic Control: The applicant/contractor shall be responsible for interim traffic control during construction on or along traveled City streets. When road or drainage work is to be performed on City streets that are open to traffic, the applicant/contractor will be required to submit a traffic control plan for approval prior to beginning the work. Traffic control shall follow the guidelines of Section 1-07.23 of the WSDOT/APWA Standard Specifications. All barricades, signs and flagging shall conform to the requirements of the MUTCD Manual. Signs must be legible and visible, with consideration for the horizontal and vertical curvature of the roadway and existing vegetation, and should be removed or covered at the end of each workday if not applicable after construction hours.

B. Temporary Road Closures and Detours: The City may consider requests for full road closures where they are determined by the City Manager to be in the best interest of the public, and:

1. A proposal for a road closure and a detour plan must be prepared and submitted to the City at least 20 working days in advance; said plan must be approved by the City Manager prior to closing any City street.
2. The types and locations of the signs shall be shown on a detour plan.
3. The applicant/contractor shall post "This Road Will Be Closed" signs, along with the anticipated dates and times of closure, a minimum of 10 days prior to the closing.

4. The applicant/contractor must notify, in writing, local fire, school, law enforcement authorities, Metro transit, adjacent parcels owners, and any other affected persons as directed by the City at least 10 days prior to roadway closer.

C. Haul Routes: If the construction of a proposed development is determined by the City Manager to require special routing of large trucks or heavy construction equipment to prevent impacts to surrounding roads, residences or businesses, the applicant/contractor shall be required to develop and use an approved haul route.

1. When required, the haul route plan must be prepared and submitted to the City Manager and approved prior to beginning or continuing construction. The haul route plan shall address routing, hours of operation, signage and flagging, and daily maintenance.
2. If the developer/contractor's traffic fails to use the designated haul route, the City Manager may prohibit or limit further work on the development until such time as the requirements of the haul route are complied with.

C. Haul Road Agreement: When identified as a need by the SEPA review process or by the City, a haul road agreement shall be obtained by the applicant, franchised utility, developer, or property owner establishing restoration procedures to be performed upon completion of the haul operation.

D. Pedestrian Circulation Plan: Where a development or construction activity will obstruct an existing pedestrian walkway, including formal sidewalk, maintained trail, worn (unmaintained) foot trails, shoulder, or other forms of pathway regularly used by pedestrians, a pedestrian circulation plan shall be required prior to beginning any construction activity. The pedestrian circulation plan must address alternative access routes to safely direct pedestrians travel in, around, or through a work area.

a. Where existing pedestrian facilities exist outside the limits of the work zone, they may be utilized as the alternative pedestrian path provided that pedestrian connections with the existing pedestrian path can be made at safe and legal locations and appropriate signage is provided, in compliance with MUTCD, to direct pedestrian movements to the alternative routes.
b. Where existing pedestrian facilities cannot move pedestrians around a work zone, a temporary alternative pedestrian pathway must be provided and must be compliant with current ADA standards, including, but not limited to, temporary ramps where required and continuous cane-detectable barriers around the revised pedestrian route.
c. All barricades, signs and flagging shall conform to the requirements of the MUTCD Manual. Signs must be legible and visible and should be removed at the end of each workday if not applicable after construction hours.

E. Bicycle Circulation Plan: Where a development or construction activity will obstruct, close, or create a hazardous condition of loose pavement or material on an existing marked bicycle lane or traffic lane marked with a sharrow symbol, a bicycle circulation plan shall be required prior to beginning any construction activity. The bicycle circulation plan must address signage to notify cyclists of the closure and/or hazardous condition, alternative access routes and detours for cyclists and signage notifying drivers on alternative access routes of the increased presence of cyclists during construction. All barricades, signs and flagging shall conform to the requirements of the MUTCD manual. Signs must be legible and visible, considering horizontal and vertical curves and overhanging vegetation, and should be removed or covered at the end of each workday if not applicable after construction hours.

4.10 Call Before You Dig

Contractors are responsible for timely notification of utilities in advance of any construction in right-of-way or utility easements as required under RCW 19.122. The utility One-Call Center phone number (1-800-424-5555) or 8-1-1 should be prominently displayed on the work site.

4.11 Utility Certification

All permits for new placement and replacement of existing utilities and utility structures shall be accompanied by written certification from the utility's professional engineer or from an agent authorized by the utility to certify that the installations conform to the appropriate standards, and that the proposed work is in conformity with sound engineering principles relating to street safety.

Section 5: Private Streets, Driveway, and Parking Design

All accesses to individual buildings or lots shall be located, designed, and constructed to balance multimodal transportation needs and maximize public safety on the street system. This chapter provides location and design criteria for access at the right-of-way line, access approaches in the right-of-way, private roads, and driveways or circulation roads internal to a private property.

5.01 General

A. Each lot shall have direct access to a public right-of-way. If a project site is not immediately adjacent to the right-of-way access must be achieved by a recorded easement, or by a recorded access tract.

B. The circulation system of developments shall intersect with existing and anticipated streets abutting the site at safe and convenient locations;

C. Every lot upon which one or more building(s) is proposed to be erected or a traffic generating use is proposed to be established shall establish direct access from the street right-of-way as needed to provide public services such as fire protection, emergency service, mail delivery or trash collection.

D. The designers of proposed developments must consider the access and driveway profile to ensure that required grade transitions can be complied with while considering building setbacks, terrain, and grades.

E. All traffic control devices, including signs and pavement markings, shall meet the MUTCD standards.

F. The use of alternative or pervious pavement materials is permitted, and generally encouraged, on private driveways, private roadways, and off-street parking areas.

G. Access tracts and/or roadways required to provide access to two or more lots shall be developed to the width and standard required for its entire length. The practice commonly known as, or that yields the effect of, "telescoping" improvements (i.e., a street required to serve a short plat being reduced in width as the number of remaining lots decreases) is expressly prohibited.

H. Any portion of a paved surface or any parking areas, driveways, and/or private roads located on private property, whether paved or not, shall be setback a minimum of 5' from all property lines.

I. The City may require additional connections for bicycles and pedestrians as directed by the City Manager as noted in Section 2.03.

5.02 State Highways

Access points to the state highway system are regulated through the Revised Code of Washington (RCW). The only state highway within the City of Kenmore is SR-522/Bothel Way NE and is classified as a "Managed Access Highway".

Managed Access highways are those state highways where access rights have not been acquired by the state but access connections are regulated through the access management program. For more information, please visit the WSDOT Access Management website:
http://www.wsdot.wa.gov/Regions/NorthCentral/planning/AccessMgmt.htm

A. Any development that requires the construction or improvement of a driveway or construction of a street that intersects a state or federal highway shall require a state right-of-way use permit from the City of Kenmore and shall be designed in accordance with this manual.
    1. This project must comply with all applicable State standards, as noted above, in addition to designing for City standards.

2. Where State or federal standards conflict with this manual and/or KMC, the more restrictive requirement shall prevail.

5.03 Private Streets

A. Local access streets, which are to be privately owned and maintained, shall be built to the same local access standard as a public roadway as outlined in Section 6.

B. Private streets shall be clearly distinguished and dedicated in an easement, tract, or right-of-way in a document recorded on title or on the face of the plat map to be recorded. Dedication language shall include a clear designation of maintenance responsibility for the improvements within the easement, tract, or right-of-way.

C. Alleys, when appropriate, shall be designed to meet all of the following standards:
   1. Serve a maximum of 30 dwelling units
   2. Have a maximum length of 400 feet
   3. Connect two other streets (private or public); alleys cannot be dead-ends or cul-de-sacs and shall not intersect other alleys.
   4. In a dedicated tract or right-of-way with a minimum width sufficient to construct the alley and related grading. The minimum tract width shall not be less than 20 feet and shall be paved full width.
   5. The paved surface shall be sloped to the centerline of the alley and provide an inverted crown to control surface runoff as far from the buildings structures as feasible. Catch basins shall be provided in each alley to collect storm water prior to crossing any current or proposed walkways.
   6. Modifications to existing alleys serving commercial or industrial properties, in accordance with the above, will be determined on a case-by-case basis subject to approval by the City Manager.

D. Private access tracts, when appropriate, shall be designed to meet all of the following standards:
   1. A private access tract shall serve a maximum of four (4) dwelling units.
   2. Minimum pavement width shall be 20 feet.
   3. Minimum tract width shall be 26 feet when adjacent to an existing property line; if not positioned along an existing property line the tract width may be reduced to 22 feet .
   4. Obstructions, such as walls, fences, poles, above ground utilities feature, shall be placed a minimum of 1 foot beyond the limits of the paved surface to maintain a minimum clearance of 20 feet.
   5. When located along an existing property line, the paved access shall be positioned within the tract to accommodate a 5-foot setback along the property line.
   6. Geometric design and profile shall meet the standards of a minor access road.
   7. If the length, measured from centerline of intersecting street to furthest extent of the tract exceeds 150 feet in length, a turnaround must be provided and approved by the Fire Marshal. A hammerhead turn-around is permitted for private roadways provided that the Fire Marshal approves the turnaround dimensions and layout.
   8. Paved surface shall be installed with an inverted crown (flow-line in the center) or sloped in one direction with a thickened edge or extruded curb to control surface runoff. Catch basins shall be provided in each private access tract to collect storm water prior to crossing any current or proposed walkways.

9. Additional easements may be required for utilities and drainage.

E. Joint use driveways, when appropriate, shall be designed to meet all of the following standards:

1. A joint use driveway shall serve a maximum of two (2) dwelling units.
2. Minimum pavement width shall be 14 feet.
3. Minimum tract width shall be 20 feet when adjacent to an existing property line; if not positioned along an existing property line the tract width may be reduced to 15 feet.
4. Obstructions, such as walls, fences, poles, above ground utilities feature, shall be placed a minimum of 1 foot beyond the limits of the paved surface to maintain a minimum clearance of 14 feet.
5. When located along an existing property line, the paved access shall be positioned within the tract to accommodate a 5-foot setback along the property line.
6. The length, measured from centerline of intersecting street to furthest extent of paved tract, shall not exceed 150 feet in length.
7. Paved surface shall be installed with an inverted crown (flow-line in the center) or sloped in one direction with a thickened edge or extruded curb to control surface runoff. Catch basins shall be provided in each private access tract to collect storm water prior to crossing any current or proposed walkways.
8. Driveway profiles and elevations shall comply with the intersection grade requirement per Section 7-06.
9. Additional easements may be required for utilities and drainage.

5.04 Driveways

This section provides driveway standards for connections to public and private roads. It is not the intent of these Standards to govern design or location of driveways on private property except where they connect to the street right-of-way and where minimum setbacks are required along property lines. However, fire access requirements governed by the Fire Code (KMC 15.10) and KMC Title 18, establish criteria for driveway widths. No new driveway connection shall be constructed which does not conform to this chapter and minimum sight distance criteria established in Section 6.06 and Section 6.07.

A. Residential Driveways:

1. New driveways installed on roadways with an amenity zone shall generally comply with Figure 5-001 in Appendix B. The sidewalk shall be designed to match the roadway slope along the gutter flow line and all elevation changes required for the driveway to meet road grade, shall be accomplished in within the limits of the amenity zone.
2. New driveways installed on roadways where no urban-type frontage improvements exist, and are not required, shall generally be designed and constructed to comply with KCRS Figure 3-003.
3. New driveways installed on roadways with existing urban frontage improvements without an amenity zone shall generally be designed and constructed to comply with KCRS Figure 3-005 and shall maintain a minimum 5 feet pedestrian path which continues at straight-line grade matching the sidewalk on either side unless otherwise approved by the City Manager.
4. Shall have a minimum width of 10 feet and a maximum width of 20 feet within, or at, the right-of-way, access easement, access tract, or other area of shared access.
5. Shall be continuously paved or surfaced with gravel between the public right-of-way and the parking area require by KMC 18.40.030, unless otherwise approved by the City of Kenmore.

i. This requirement shall not restrict the use of alternative pavement types (such are porous pavements or pavers) and methods (such as wheel strips) to meet flow control BMP or Low Impact Development requirements.

ii. Driveways with a slope exceeding 5% in grade shall be paved; gravel surfacing will not be permitted on steep driveways.

B. Commercial & Multi-Family Driveways:

1. New driveways installed on roadways with an amenity zone shall generally comply with Figure 5-001 in Appendix B. The sidewalk shall be designed to match the roadway grade and all elevation changes for the driveway to meet road grade, shall be accomplished in within the limits of the amenity zone.

   i. Driveways in sections that require an 8 foot or 10 foot wide sidewalk, shall utilize this detail for construction except that the 'amenity zone' shall be considered the 4 foot wide strip of sidewalk immediately adjacent to the back of curb; the pedestrian route shall be maintain in the back 4 to 6 feet of the sidewalk.

2. New driveways installed on roadways without an amenity zone shall generally be designed and constructed to comply with KCRS Figure 3-005 and shall maintain a minimum 5 feet pedestrian path which continues at straight-line grade matching the sidewalk on either side unless otherwise approved by the City Manager.

3. Shall have a minimum paved width of 24 feet a maximum paved width of 36 feet.

4. Shall be continuously paved between the public right-of-way and the parking area require by KMC 18.40.030, unless otherwise approved by the City of Kenmore.

   i. This requirement shall not restrict the use of alternative pavement types (such are porous pavements or pavers) and methods (such as wheel strips) to meet a flow control BMP or Low Impact Development requirement.

5. For commercial or industrial driveways with heavy traffic volumes or significant numbers of trucks, the City may require construction of the access as a road intersection and/or may require additional reinforcement within the driveway section. This requirement will be based on traffic engineering analysis submitted by the applicant that considers, among other factors, intersection spacing, sight distance, and traffic volumes.

C. New Driveway Requirements:

1. New driveway connections will require a street right-of-way use permit or engineering permit, as appropriate, issued by the City prior to beginning construction within the right-of-way.

2. New driveways must be a minimum length of 20 feet, measured along the driveway centerline between the nearest tract/easement/right-of-way line of a shared access or roadway and the nearest edge of the parking area/carport/garage required per KMC 18.40.030.

3. New driveways shall intersect the approach street at an angle between 85° and 95° and shall maintain this requirement for the all portions of the driveway which lie within a public right of way, unless otherwise approved by the City Manager. Exceptions may be granted for driveways within the limits of a cul-de-sac bulb.

4. All driveways must be paved within the limits of the public right of way

5. Driveway profiles and elevations shall comply with the intersection grade requirement per Section 7-06.

6. Driveways directly giving access onto arterials may be denied if alternate access is available.

7. All abandoned driveway areas on the same frontage shall be removed, and the curbing and sidewalk or shoulder and ditch section shall be properly restored.
8. Maintenance of driveway approaches, including any regulatory signage or striping, shall be the responsibility of the owner whose property they serve.
9. The City and franchised utilities are not obligated to replace alternative surfacing material within the public right-of-way with a like material and may, at the City Manager's discretion, replace existing driveways with standard asphalt or concrete within the right-of-way.
10. Grade transitions, excluding the tie to the roadway, shall be constructed as smooth vertical curves. The maximum change in driveway grade within the right-of-way shall be 8 percent within any 10 feet of distance on a crest and 12 percent within any 10 feet of distance in a sag vertical curve. Whenever there is a potential for future roadway widening, the driveway shall be graded to match the future widened road section without encroachment into the sidewalk.
11. For driveways crossing an open ditch section, culverts shall be adequately sized to carry anticipated storm water flows and at a minimum the culvert shall be equal to or larger than any existing pipes within 500 feet upstream or downstream; in no case shall the minimum pipe size be less than 12-inch in diameter. Pipe should be long enough to account for the driveway side slopes and shall be installed with a 3:1 beveled end on either side and a trash rack on the upstream side. The property owner making the installation shall be responsible for determining proper pipe size. The City may require the owner to verify the adequacy of pipe size.
    i. Additional requirements will apply when the driveway crosses a classified stream per KMC 18.55 including, but not limited to, requirements for a *Hydraulic Permit Approval* (HPA) from WDFW.
12. Storm drainage from driveway surfaces must be accounted for in the roadway drainage design.
13. Surface water from new driveway surfaces shall not be permitted to flow across any public walkway.

D. Location of New Driveways.

1. Driveway location is subject to City approval.
2. No portion of driveway width shall be allowed within 5 feet of side property lines.
    i. Exceptions may be granted without a formal variance request for access panhandles and for lots taking access from a cul-de-sac bulb; in such cases the driveway shall be located, and possibly reduced in width, to provide the largest setback feasible.
3. No two driveways along a public right-of-way shall be closer together than 18 feet where it intersects with the street right-of-way line.
    i. Exceptions may be granted without a formal variance request for access panhandles and for lots taking access from a cul-de-sac bulb; in such cases the driveway shall be located, and possibly reduced in width, to provide the largest separation feasible.
4. On frontages 75 feet or less, no more than one driveway per lot shall be constructed. On frontages over 75 feet, the City may permit two or more driveways per lot, subject to City Manager approval.
5. Project sites which have multiple frontages, such as corner lots, must take access from the street with a lower classification unless no other feasible alternative exists; for this standard, removal of existing improvements or obstruction such as walls, fences, or existing utilities shall not be sufficient to determine an access infeasible.
6. Driveways shall not be allowed within an existing or planned intersection radius return and shall

be positioned as far from an intersection as feasible.

7. Notwithstanding any other provisions, driveways will not be allowed where they are prohibited by separate City Council action or where they are determined by the City to create a hazard or impede the safe operation of traffic on the roadway.

E. For land development projects and/or changes in use, existing driveway connections which do not conform to this chapter shall be reconstructed to the requirements for new driveways.

5.05 Parking Lots

A. Parking lots, including the amount of required off-street parking stalls, stall dimensions, and drive isle dimensions and layout, shall be designed and constructed in compliance with KMC 18.40.

1. On-street parking stalls located within or requiring turning movements within, the public right-of-way shall not be counted toward the required number of off-street stalls except as permitted by KMC 18.29.070. Where on-street parking or parking within the right-of-way is to be counted toward the parking requirement, the parking stalls shall:

   i. Comply with the dimension requirements of KMC 18.40, and

   ii. Be located in outside of existing or future vehicle travel lanes, and

   iii. May require additional pavement width in excess of the minimum widths listed in these Standards.

B. The number of ADA compliant parking stalls provided on each site shall comply with KMC 18.40.060 and current ADA standards.

C. Where off-street parking stalls and drive isles are separated from the public right-of-way, roadways providing access to the off-street parking area shall meet the standard of a Minor Commercial Access street including the requirement for a pedestrian walkway.

Section 6: Street Design

This chapter sets the minimum standards for geometric street design of public roadways, commercial roadways, and private roadways where notes.

6.01 Reconstruction

A. Reconstructed, altered, widened, or improved roadways shall be brought into compliance with these standards.

B. For the purposes of this section, utility installations alone shall not be considered reconstruction but must still meet the standards and requirements of Section 11.

C. Transitions or tapers necessary to connect with existing roadways of a different width shall meet AASHTO and MUTCD standards.

6.02 Applicable Standards

A. Projects adjacent to an existing roadway shall improve the existing roadway to the current standard for its existing classification per Section 6.03, 6.04, or 6.05, except where project impacts result in a reclassification of the roadway.

B. Projects adjacent to existing roadways in which the project impacts, or changes to the number of units served, result in the change in the roadway classification as noted below shall be required to improve the entire roadway to the current standard for the new classification. Limits of the roadway upgrade shall be determined by the City.

C. Subdivision and residential projects shall construct internal roadways per Section 6.04 or Section 5.03.

D. Commercial, industrial, and residential apartment projects shall construct internal roadways per Section 6.05. The classification of new internal roadways for these types of project shall be determined by the City.

E. Town home developments shall construct internal roads providing access to parking areas as a minor multifamily access road per Table 6.2 and Section 6.05, except that the required 5 foot sidewalk can be relocated as needed to provide pedestrian access to the main entrance of each unit.

F. Alternative road designs may be proposed on any road type when approved by the City manager. Alternative roadway sections shall follow the guidance of Section 6.12.

6.03 Typical Sections for Existing Arterials and Collector

Existing roadways which are classified as neighborhood connections (neighborhood collector) or higher, and are identified in the City's comprehensive plan, shall be improved to the configuration and width as shown in the appropriate Figure in Appendix 'A'. A copy of the City's layered network map is also included in Appendix 'A'. See Section 9 for pavement design requirements.

6.04 Typical Sections for Residential Access Roads

A. Internal roadways for residential and plat projects shall be constructed to the general widths provide in Table 6.1., unless otherwise approved by the City Manager

B. Vertical curbing is required on the both sides of all roadway types unless a half-width improvement is permitted, in which case a vertical curb and gutter shall be provided on the near side only.

C. Vertical curbing shall be constructed per Sections 8.02, 8.03, and 8.04.
D. On local access streets, sidewalk is required on any side of the road which will be adjacent to newly created lots, structures, or driveways; in no case shall a road be constructed without sidewalk on at least one side.
    1. Driveways for maintenance access roads, required solely for utility or storm water maintenance, shall not trigger the sidewalk requirement.
    2. New roadways where new lots, structures, or driveways are only proposed on only a portion of one-side of the street, the sidewalk requirement shall be applied to the entire length of proposed roadway out to the nearest intersecting roadway of equal or higher classification.
    3. Projects which are adjacent to existing roadways meeting these roadway classifications and which do not result in change in the roadway classification, shall provide sidewalk on the near side of the roadway
    4. Additional walkways may be required for roadways which are identified as priority pedestrian routes or Safe Routes to School.
E. All collector roadways shall provide sidewalk on both sides as noted in Table 6.1
F. Sidewalk shall be constructed per Sections 8.01, 8.03, and 8.04.
G. Amenity zones, per Section 8.10, are required between the curb and sidewalk in any location where new sidewalk is proposed or required on residential access roads.
H. Half-street Improvements: Where a proposed roadway is adjacent to an undeveloped parcel, the road shall be sized to accommodate future development on the adjacent parcel(s). Only in the case that the anticipated use of the adjacent site increases the residential roadway classification which would have otherwise been required for the immediate or initial project, the developer shall be permitted to improvement the roadway to a half-street standard. The half-street standard shall:
    1. Require a minimum pavement width of 20'
    2. Maintain a minimum 5' setback between the edge of pavement and adjacent property line.
    3. Permit the roadway to be temporarily developed without a crown so that all stormwater can be collect, conveyed, and mitigated on the near side of the street.
I. In the case that a project develops next to a roadway previously constructed to the half-street standard, the project shall be required dedicate any additional right-of-way to meet the full roadway standard, saw cut the pavement at the future right-of-way centerline, establish a typical crown at right-of-way center, and shall construct all required elements on the near side of the right-of-way centerline.
J. Collectors intersecting with boulevards, arterials, or neighborhood connection roads shall be 32 feet wide for the first 150 feet. Total improvement and right-of-way widths shall be adjusted accordingly.
K. In no case, shall a vehicle travel way be built within 5 feet of a property line for residential or plat projects.
L. Roadway striping shall be clearly shown on the project construction drawings and shall be reviewed by the City prior to construction of the roadway improvements. Striping shall be designed to maximize traffic calming opportunities while maintaining on-street parking to the maximum extent feasible.
M. Parking restrictions shall be consistent with Table 6.1 except where otherwise directed by the City. Where parking restrictions are required, the applicant shall furnish and install "no parking" signs in compliance with MUTCD.
N. See Section 9 for pavement design and material requirements.

EXHIBIT C
2016 ROAD STANDARDS

Table 6.1: Residential Access Roads

Road Type	Collector	Local Access	Private Access
General Description	Providing access to a large number of lots and/or multiple developments; adjacent property owners may not be the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.
Public or Private	Public	Public	Private
Number of Lots/ Dwelling Units	Over 50	50 Maximum	4 Maximum
Design Speed[1]	30 mph	25 mph	15 mph
Maximum Grade	15%	15%	15%
Minimum Pavement Width (Curb to Curb)	28 feet[2]	20 feet	18 feet
Total Improvement Width (Back of walk to back of walk)	47 feet[2]	39 feet	18 feet
Total Right-of-Way Width	48 feet[2]	40 feet	24 feet (may be reduced to 20' when not adjacent to property line)
Sidewalk Requirement	Both Sides	Each side with proposed lots/structures (one side minimum)	None
Minimum Sidewalk Width	5 feet	5 feet	N/A
Amenity Zone Requirement	Both Sides	Any side with a sidewalk	None
Minimum Amenity Zone Width	4 feet	4 feet	N/A
Min. Half-street Pavement Width[3]	20 feet	20 feet	N/A (Full section required)
Min. Half-street ROW Width[3]	35 feet	35 feet	N/A (Full section required)
Curb Type	Vertical	Vertical	As needed for drainage
Striping[4]	Fog lines (only)	None	None
Parking Restrictions[5]	One side	One side	Both Sides
Typical Lane Width[4]	10 feet	10 feet	N/A

1 The design speeds listed are a basis for determining geometric elements and does not imply posted or legally permissible speed.
2 Additional roadway width is required near intersections with boulevards, arterials, or neighborhood connection roads per Section 6.04.J.
3 Minimum half-street improvements, or minimum required improvements, are only permitted per Section 6.04-H.
4 Striping shall be as directed by the City in compliance with Section 6.04.L.
5 Parking restrictions are general recommendation subject to City review; signage is require in compliance with Section 6.04.M

6.05 Typical Sections for Commercial Access Roads

A. Internal roadways for commercial, industrial, and multi-family projects shall be constructed to the general widths provide in Table 6.2., unless otherwise approved by the City Manager.
B. Vertical curbing is required on the both sides of all roadway types.
C. Vertical curbing shall be constructed per Sections 8.02, 8.03, and 8.04.
D. On roadways classified as commercial/major multi-family access streets, sidewalk is required on any side of the road which will be adjacent to newly created lots, structures, or driveways; in no case shall a road be constructed without sidewalk on at least one side.
    1. Driveways for maintenance access roads, required solely for utility or storm water maintenance alone, shall not trigger the sidewalk requirement.
    2. Where new lots, structures, or driveways are only proposed on a portion of one-side of the street, the sidewalk requirement shall be applied to the entire length of proposed roadway out to the nearest intersecting roadway of equal or higher classification.
E. Sidewalk shall be constructed per Section 8.01, 8.03, and 8.04.
F. All pedestrian crossings on internal commercial access roads shall be designed and constructed as speed tables which provide an elevated crossing for pedestrians.
    a. Speed tables shall be treated with colored concrete, pavers or other visual cues to the presence of the table and crosswalk.
    b. If for any reason, a speed table is permitted to be asphalt, it shall be marked per MUTCD standard, Option B, for markings in both directions on both sides of the table.
G. Industrial/Limited Commercial Access roads shall be constructed with at least one sidewalk, regardless of driveway locations.
H. Amenity zones, per Section 8.10, are required between the curb and sidewalk on Industrial/Limited Commercial Access roads.
I. Industrial/Limited Commercial Access roads intersecting with boulevards, arterials, or neighborhood connection roads shall be 32 feet wide for the first 150 feet. Total improvement and right-of-way widths shall be adjusted accordingly.
J. Commercial/Major Multi-family Access roads intersecting with arterials may be required to provide 32 feet of pavement width for the first 150 feet as determined by the City. Total improvement and right-of-way widths shall be adjusted accordingly.
K. Vehicle travel ways shall not be built within 5 feet of a property line unless otherwise approved by the City Manager.
L. Roadway striping shall be clearly shown on the project construction drawings and shall be reviewed by the City prior to construction of the roadway improvements. Striping shall be designed to maximize traffic calming opportunities while maintaining on-street parking to the maximum extent feasible.
M. Parking restrictions shall be consistent with Table 6.2 except where otherwise directed by the City. Where parking restrictions are required, the applicant shall furnish and install "no parking" signs in compliance with MUTCD.
N. See Section 9 for pavement design and material requirements.

Table 6.2: Commercial Access Roads

Road Type	Industrial / Limited Commercial Access	Commercial / Major Multi-Family Access	Minor Multi-Family Access
General Description	Providing access to businesses which generally do not require interaction with the general public; roadway design driven primarily by delivery or commercial/ industrial vehicle types	Providing access for all modes or transportation directly to businesses or larger multi-family housing which include multiple buildings, usually on multiple side of the proposed roadway.	Generally providing access to a fixed number of lots; adjacent property owners are typically the primary users.
Public or Private	Public or Private	Public or Private	Private
General Thresholds[4]	Limited driveways and pedestrian access needs.	Public businesses along roadway or larger multi-family project/site with pedestrian access to building typically needed on more than one side	Single multi-family project/site; pedestrian access to building typically limited to one side
Design Speed[1]	30 mph	25 mph	15 mph
Maximum Grade	15%	15%	15%
Minimum Pavement Width (Curb to Curb)	30 feet[2]	24 feet[2]	20 feet
Total Improvement Width (Back of walk to back of walk)	41 feet[2]	35 feet[2]	26 feet
Total Right-of-Way Width	46 feet[2] (may be reduced to 42' when not adjacent to property line)	36 feet[2]	31 feet (may be reduced to 26' when not adjacent to property line)
Sidewalk Requirement	One-side (generally on opposite side of primary driveways)	Each side with proposed lots/structures (one side minimum)	One side (same side as building/structure)
Minimum Sidewalk Width	6 feet	5 feet	5 feet
Amenity Zone Requirement	One side (same side as sidewalk)	None	None
Minimum Amenity Zone Width	4 feet	N/A	N/A
Curb Type	Vertical	Vertical	Vertical or Rolled
Striping[3]	Per City direction (additional traffic control measures may be required	Per City direction (additional traffic control measures may be required)	Per applicant design
Parking Restrictions[4]	None	One side	Both Sides
Typical Lane Width[4]	10 feet	10 feet	N/A

1 The design speeds listed are a basis for determining geometric elements and does not imply posted or legally permissible speed.
2 Additional roadway width may be required required near intersections with boulevards, arterials, or neighborhood connection roads per Sections 6.05.I & 6.05.J.
3 Striping shall be as directed by the City in compliance with Section 6.05.L.
4 Parking restrictions are general recommendation subject to City review; signage is require in compliance with Section 6.05.M

6.06 Stopping Site Distance

A. Stopping Sight Distance (SSD) is the sum of two distances: the distance traveled during perception and reaction time and the distance required to stop the vehicle. The perception and reaction time used in design is 2.5 seconds. The stopping sight distance is calculated using a constant deceleration rate of 11.2 feet/second^2.

B. When calculating stopping sight distance, use h_1=3.50 feet and h_2=0.50 foot. Available stopping sight distance is calculated for a passenger car using an eye height of 3.50 feet and an object height of 0.50 foot. Although AASHTO allows a 2-foot object height, a 0.50-foot object height is used because objects with a height between 0.5-foot and 2 feet may be perceived as hazards that would likely result in an erratic maneuverThe grade of the roadway has an effect on the vehicle's stopping sight distance. The stopping distance is increased on downgrades and decreased on upgrades. When evaluating sight distance with a changing grade, use the grade for which the longest sight distance is needed. Road grades other than those shown in Table 6.3 must be interpolated.

C. Sag vertical curves on residential or commercial streets that do not meet the minimum SSD may be approved by the City Manager if no practical design exists and if acceptable illumination is provided throughout the curve and is maintained by a franchised utility. Illumination shall be per Section 8.11.

Table 6.3: Stopping Site Distances

Minimum Site Distance Required (ft)							
DESIGN SPEED (MPH)	**No Slope**	**3% Down**	**6% Down**	**9% Down**	**3% Up**	**6% Up**	**9% Up**
55	495	520	553	594	470	450	433
50	425	446	474	507	405	388	375
45	360	378	400	427	344	331	320
40	305	315	333	354	289	278	269
35	250	257	271	287	237	229	222
30	200	205	215	227	200	184	179
25	150	158	165	173	147	143	140

6.07 Entering Site Distance (ESD)

A. Specific ESD values for required design speeds are listed in Table 6.4

B. Entering vehicle eye height is 3.5 feet, measured 10 feet back from edge of traveled way and ten feet back from face of curb on urban roadways. Approaching vehicle height is 4.25 feet.

C. Requirements in this section and Table 6.4 apply to an intersection or driveway approach to a typical road under average conditions. In difficult topography the City Manager may authorize a reduction in the ESD based on factors mitigating the hazard. Such factors may include an anticipated posted or average running speed less than the design speed or the provision of acceleration lanes and/or a median space allowing an intermediate stop by an approaching vehicle making a left turn.

D. Where a significant number of trucks will be using the approach road, the City Manager may increase the entering sight distance requirements by up to 30 percent for single-unit trucks and 70 percent for

semi-trailer combinations.

Table 6.4: Entering Site Distances

Design Speed (mph)	30	35	40	45	50	55	60
Entering Sight Distance (Ft.)[1 2 3]	335	390	445	500	555	610	665

[1] Entering sight distance shown is for a stopped passenger vehicle to turn left onto a two-lane arterial with no median and grades 3 percent or less. For other conditions the time gap should be adjusted and required sight distance recalculated. (See 2001 AASHTO – Intersection Control section).

[2] For multilane roadways: For left turns onto two-way arterials with more than two lanes, add 0.5 seconds for passenger cars or 0.7 seconds for trucks for each additional lane from the left, in excess of one, to be crossed by the turning vehicle.

[3] For minor and approach grades: If the approach grade is an upgrade that exceeds 3 percent; add 0.2 seconds for each percent grade for left turns.

6.08 Horizontal Curve Criteria

A. The minimum centerline radius on non-arterial streets shall be as shown in Tables 6.5
B. Super-elevation is not required in the design of horizontal curves on residential access streets.
C. Should the re-design of an existing arterial or construction of a new arterial be needed, the horizontal curvature shall be design by the project engineer in accordance with current AASHTO Standards.

Table 6.5:Minimum Radius Design Values

Design Speed (mph)	25	30	35
Minimum Radius (Ft.)	180	300	460

6.09 Vertical Alignment

A. Maximum roadway grades on all streets shall not exceed 15% maximum.
B. Maximum roadway grade may be exceeded for short distances of 300 feet or less, upon showing that no practical alternative exists. Grades greater than 15 percent that exceed the 300-foot distance must be approved by the City Manager through the road variance process. Additionally, the maximum grade shall not exceed 15 percent unless verification is obtained from the Fire Marshal that additional fire protection requirements will be met and the applicant's engineer must demonstrate what method will be used to ensure drainage will be controlled. Grades exceeding 12 percent shall be paved with hot mix asphalt (HMA) or portland cement concrete (PCC) as determined by the City Engineer.
C. Grade transitions shall be constructed as smooth vertical curves, without angle points, except in intersections where the difference in grade is one percent or less and upon approval of the City Manager.

6.10 Street Ends

Any street, public or private, which extends more than 150 feet from the centerline of the accessing street to farthest extent of surfaced traveled way requires an approved turnaround.

A. Hammerheads: A hammerhead turn around may be used to satisfy the turnaround requirements for private streets only.

1. Final hammerhead dimensions and layout shall require Fire Marshal approval.
2. The minimum inside radius shall be 20 feet.
3. Each leg of the hammerhead shall be a minimum length of 24 feet, measured from the intersection of the centerlines for each leg.

B. Permanent Cul-de-sac Bulbs: A cul-de-sac bulb is the required turn-around type for any public roadway and shall be constructed as follows:

1. Minimum right-of-way diameter across bulb section: 100 feet in a permanent cul-de-sac; right-of-way may be reduced, provided utilities and necessary drainage are accommodated on permanent easements within the development.
2. Minimum diameter of surfacing or pavement across bulb: 80 feet of paving.
3. The City may require an emergency vehicle access and/or an off-street walkway to connect a cul-de-sac at its terminus with other streets, parks, schools, bus stops, or other pedestrian traffic generators.
4. The City may require signage to be installed within the bulb to restrict parking and maintain emergency access.
5. The maximum cross slope in a bulb shall not exceed 6 percent in any direction.

C. Temporary Cul-de-sac Bulbs: If a street temporarily terminates at a property boundary, serves or will serve more than four (4) lots, and is longer than 150 feet, a temporary bulb shall be constructed near the development boundary.

1. A temporary public easement shall be provided for the bulb area lying outside the typical right-of-way.
   i. Temporary cul-de-sac easements shall be extinguished once the proposed street extension is constructed and approved by the City.
   ii. The applicant /developer will be responsible for preparing the necessary documentation to extinguish the easement.
2. The paved bulb shall be 80 feet in diameter with sidewalks terminated at the point where the bulb radius begins.

D. Removal of the temporary constructed cul-de-sac, restoration of landscaping, and construction of the extension of the sidewalk shall be the responsibility of the applicant/developer who extends the road. Cul-de-sac Islands: A cul-de-sac island will not be permitted unless it is included as a flow control BMP, LID feature, or other surface storm water facility which will be maintained as a storm water facility by the City or a homeowners association. If an island is proposed, the full limits of the paved cul-de-sac bulb shall be sloped toward the island and all runoff shall enter to island area without the need for additional storm drain inlets within the paved limits.

6.11 Traffic Calming Devices

Wherever necessary for the safe operations of multi-modal transportation, or to address existing or anticipated speed concerns as determined by the City Manager, the City may request that the applicant include traffic calming measures on newly constructed or altered roadways.

A. **Speed Humps**: May be required where there are concerns of speeding.

1. Speed humps shall generally be designed, constructed, and marked/painted per Figure 6-001 in Appendix B

2. Considerations for drainage shall be applied where proposed speed humps obstruct the existing or natural flow of surface water.
3. Speed humps which cross an existing or proposed walkway shall be modified to maintain a pedestrian pathway which is ADA compliant.
4. Speed humps which cross an existing or proposed bicycle lane shall be modified to provide appropriate consideration for bicyclists.
5. Speed *bumps*, identified as those devices with widths along the direction of travel of between 1 and 3 feet, are not permitted unless written justification for their use due to site restrictions is provided to the City and is approved by the City Manager.

B. **Chicanes:** May be required where there are concerns of speeding and/or as part of an alternative roadway design. They may also be requested at or near pedestrian crossings to improve pedestrian safety.

1. Chicanes shall be uniquely designed for each site to address emergency access concerns and shall be approved by the Fire Marshal prior to construction of the improvements.
2. Considerations for drainage shall be applied where proposed chicanes obstruct the existing or natural flow of surface water.
3. Chicanes which cross an existing or proposed walkway shall be modified to maintain a pedestrian pathway which is ADA compliant.
4. Chicanes which cross an existing or proposed bicycle lane shall be modified to provide appropriate consideration for bicyclists.

C. **Traffic Circles:** Or mini-roundabouts may be required where traffic impacts are determined to negatively affect an intersection or where existing sub-standard intersections will be subject to an increase in traffic. The impacts evaluated for implementation of traffic circles may exceed the typical *Level of Service* evaluation and shall include safe movements for all users of the intersection including pedestrians, bicyclist, personal vehicles, anticipated transit vehicles, anticipated freight vehicles, and emergency services vehicles.

1. Traffic circle shall be uniquely designed for each site but shall generally follow the guidelines of the *WSDOT Design Manual* Chapter 1320.

D. **Speed Tables:** Or raised crosswalks may be required in priority pedestrian areas or where an elevated level of pedestrian safety is desired. In some unique cases, the City may request that an entire intersection be raised; the raised intersection shall generally be designed with the same guidelines.

1. Speed tables are required on all pedestrian crossings on all internal commercial access roads.
2. Speed tables shall generally be designed and constructed per Figure 6-002 in Appendix B
3. Speed tables must be a constructed of a material which is of different color and texture than the drive isle it crosses; if concrete is used on the top (flat) portion of the table, it must be stamped and/or textured with a pattern more distinguishable than standard brushing.

E. **Additional Pedestrian Accommodations:** At mid-block crossings and at intersections which have been identified as priority pedestrian routes, the City may require additional pedestrian accommodations including, but not limited to, rectangular rapid-flashing beacons (RRFB), pedestrian refuges islands, and curb extension or pinch points.

1. When an RRFB is required, the system shall be solar power and shall flash in both directions of vehicle travel. The final system shall be approved by the City prior to installation.
2. When pedestrian refuge islands or curb extensions are required, areas which are not part of the pedestrian travel way shall surfaced with stamped concrete using a stamp pattern approved by

the City, unless an alternative solution, such as an agreed upon landscaping plan, is otherwise approved by the City Manager.

6.12 Alternative Road Design Guidelines

Where specific projects can be better served by alternative road design elements such as shared spaces, living streets/Woonerf, cycle tracks, green alleys, and parklets the applicant and City staff shall coordinate the alternative design elements to promote the use of such designs in a manner that adequately addresses the safety concerns of the City. Some basic guidelines for some alternative design types have been provided below but these guidelines do not provide all of the detail needed for full construction and implementation of such designs; the project engineer must provide a unique design for such roadway types. Generally, alternative roadway designs shall be privately maintained unless otherwise approved by the City Manager.

A. **Living Streets**: The Living Street, shared-space roadway, or "woonerf" involves creating a street which is shared among pedestrians, bicyclists, and motor vehicles; pedestrians have priority over cars. The street is designed without a clear division between pedestrian and auto space (i.e., no continuous curb), so motorists are forced to slow down and travel with caution. The street is lined with street furniture (e.g., planters, street trees, benches), parking areas, and areas for social interaction to help reduce vehicles speeds but also to promote greater use of the shared space. The end result is a street which is a livable and attractive environment for a variety of activities.

1. For streets which permit only one direction of travel, a minimum vehicle clearance of 10 feet shall be maintained, unless otherwise approved by the City Manager.
2. For streets which allow two directions of travel, a minimum vehicle clearance of 16 feet shall be maintained, unless otherwise approved by the City Manager.
3. The roadway must not include a continuous above grade curb.
   i. Short curb sections may be used in association with the required physical features noted below.
   ii. A sunken curb or other method of distinguishing the surfaces available to vehicle travel may be required to meet current ADA guidelines.
4. The roadway must be paved with an alternative pavement type which differs in color and texture from the adjacent roadway and sidewalks; concrete, if proposed must be colored and stamped with a pattern more distinguishable than standard brushing. Pervious pavers are an acceptable alternative pavement type for such a use.
5. Physical features such as street furniture, parking stalls, play areas, art, bike racks, and other constructed element shall be provided on alternating sides of the roadway so that the minimum vehicle clearance is not exceeded for more than 50 continuous feet, unless otherwise approved by the City Manager.
   i. The required physical features shall create a shift in the vehicle clear area between 1/3 and 1/2 of the total vehicle clearance width, unless otherwise approved by the City Manager. (I.E. If a vehicle lane is 16' wide, the travel lane centerline must shift by 5.3' minimum and 8' maximum).
   ii. The required physical features, including parking stalls, shall be rotated in use so that the same physical feature is not provided in consecutive locations along the roadway, unless otherwise approved by the City Manager.
   iii. Trees must be provided at minimum of 1/4 of the required roadside features.

6. The roadway must maintain a minimum "comfort zone" of 4 feet on each side. The comfort zone is the area beyond the limits of a straight line drawn along the outer limits of the vehicle path (farthest vehicle travel point on each side).
7. The roadway must include a sign at each entrance to a public roadway which states that the roadway is a shared space or living street; the sign shall be approved by the City prior to installation.
8. The roadway must include lighting features which are designed to provide a minimum of 1.5 foot-candles to all portions of the roadway and physical features with an average-to-minimum uniformity ratio of 3:1; the comfort zone need not be assessed for lighting.
9. Where parking stalls are provided within a living street, they may be counted toward the required minimum parking per KMC 18.40, provided that turning movements into the public right-of-way are not required to enter/exist the stall.

Section 7: Intersection Design

The design criteria in this chapter apply to street intersections. Intersections, as applied in this chapter, shall not include individual residential driveways or joint-use driveways, but shall include all other roadway types, both public and private.

As much as possible, intersection design shall conform to the guidelines set forth in AASHTO Policy on Geometric Design. For state highways, refer to WSDOT design manual(s).

7.01 Alignment

The angle of an intersection of two streets or a driveway with a street shall be between 85˚ and 95˚ and must maintain this angle a minimum of 10 beyond the right of way or easement line, unless otherwise approved by the City Manager. Exceptions may be granted for driveways within the limits of a cul-de-sac bulb.

7.02 Spacing

Spacing between adjacent intersecting streets, whether crossing or T-connecting, shall be as shown in Table 7.1.

Table 7.1

When highest classification involved is:	Minimum centerline offset shall be:
Boulevard or Arterial	500 feet
Neighborhood Connection	300 feet
Urban Avenue	150 feet
Any lesser street classification	100 feet

7.03 Design Vehicles

A. Intersections shall be designed to accommodate the design vehicle appropriate for the highest classified street forming the intersection.

B. The intersection design shall accommodate the use of the roadway as a designated truck route, bus route, or school bus route, where appropriate.

C. The minimum design vehicle is the SU-30, although use of larger design vehicles may be required depending on roadway classification, transit routes, and adjacent land use.

D. All elements of the intersection shall be designed so the design vehicle will not encroach onto sidewalks, walkways, landscaped areas, or the opposing travel lane.

   1. Improvements associated with traffic calming devices or alternative roadway designs may be designed with mountable curbs provided that the area is not part of a pedestrian pathway and is a paved surface.

   2. Improvements associated with traffic calming devices or alternative roadway designs may be designed such that they result in temporary movements into the opposing traffic lane, provided that appropriate transitions and signage are provided.

7.04 Curb Radii

A. Curb radii design must balance vehicle turning movements with pedestrian safety. Typically, it is appropriate to use the smallest turn radii possible that still accommodates the design vehicle.

B. Curb radii are not required for individual driveways (commercial or residential), alleys, joint-use driveways, and private access streets.

C. For design, round curb radii to the nearest five foot increment.

D. Typical curb radii based on street classification are shown in Table 7.2. However, these values may be impacted by site conditions, including width of receiving lanes, on-street parking, and angle of intersecting roadways.

E. A proposal for a curb radius design must be accompanied by supporting documentation for review and approval by the City.

Table 7.2

Street Classification (for highest street classification at intersection)	Radius (feet)
Boulevard or Neighborhood Connection to Boulevard or Neighborhood Connection	35
Boulevard or Neighborhood Connection to Local Street	25
Local Street to Local Street	20
Transit/Truck Route	30

7.05 Drainage

A. An intersection shall be laid out and graded so that surface water drains and the intersection is safe and accessible for pedestrians and bicyclists.

B. Drainage structures shall not be placed in an ADA ramp, landing, or crosswalk area.

C. Drainage structures should be located outside the corner radii to the maximum extent feasible.

D. Drainage structures should be placed at upstream side of existing or proposed curb return ramps to reduce runoff or ponding in the ADA pathway.

E. All private roads shall collect onsite surface runoff prior to flowing across any public walkways and convey the runoff to the public drainage system without impacting the pedestrian travel way.

7.06 Intersection Grades

A. On sloping approaches at an intersection, landings shall be provided with grade not to exceed one foot difference in elevation for a distance of 30 feet approaching an arterial or 20 feet approaching all other streets, measured from the edge of traveled way.

7.07 Pedestrian Treatments

A. Accommodations for pedestrians shall be designed into all intersections. Pedestrian accommodations include sidewalks, crosswalks, pedestrian refuge islands, and pedestrian signals and signal buttons. All pedestrian accommodations must be designed to meet current ADA standards.

B. Vaults, covers, castings, or drainage grates shall not be placed within the crosswalk, or within curb ramps or landing areas.
    1. Where it is infeasible to relocate utility structures or lids outside of the pedestrian pathway, they must be treated with a slip-resistant material in compliance with current ADA regulations and guidance.

C. Crosswalks shall be provided on all new stop-controlled intersections where the highest roadway classification exceeds a local access street. Crosswalk may be required on local access streets at the discretion of the City Manager. Where required, crosswalk markings shall comply with KCRS Figure 4-002 and Figure 4-003

D. Curb ramps shall be provided per Section 8.05

E. When street paving or re-surfacing impacts the accessible route through the intersection, including crosswalks and legal crossing locations, the intersection must be retrofitted or upgraded to meet the current ADA standard; retrofits and upgrades may be required on all curb ramps, landings, pedestrian signals, and pedestrian push buttons associated with the impacted accessible route.

7.08 Sight Distance Triangle

A. For the intersection of a driveway with a public street, a sight distance triangle for a site access point shall be determined by measuring 15 feet along the edge of travel way and 15 feet along the edges of the driveway beginning at the respective points of intersection. The third side of each triangle shall be a line connecting the end points of the first two sides of each triangle.

B. Where pedestrian facilities, including walk able shoulders, exist at an intersection of a driveway with the public street, a sight distance triangle for a site access point shall be determined by measuring 15 feet along the back edge of the walkway and 15 feet along the edges of the driveway beginning at the respective points of intersection. The third side of each triangle shall be a line connecting the end points of the first two sides of each triangle.

7.09 Bicycle Accommodations

All intersection shall be designed to accommodate bicycle facilities to the maximum extent feasible.

A. Bicycle lanes shall be clearly distinguished with striping and signage as needed to safely move vehicles and bikes through any given intersection allowing proper consideration for merging traffic and the addition of lanes, or lane transitions, required for turning movements through the intersection.

B. Bicycle boxes shall be provided at all signalized intersections unless otherwise approved by the City Manager. Bicycle boxes, where required, shall be filled with green surface painting unless otherwise approved by the City Manager.

Section 8: Roadside Features

8.01 Sidewalks

A. Sidewalk shall be constructed in the location and at the width identified in Section 6. Sidewalk width dimensions shall be exclusive of, and in addition to, any portion of the curb and gutter, pedestrian curbing, fencing, and/or fall protection measures.

B. Sidewalk shall be constructed with Portland cement concrete surfacing.

   1. Permeable cement concrete pavement may be used where soil conditions are favorable, subject to approval by the City Manager.

C. Sidewalks shall be constructed adjacent to the required amenity zone, between the amenity zone and the limits of right-of-way. Where an amenity zone is not provided or required, sidewalk shall be constructed next to the curb or parking strip unless otherwise approved by the City Manager.

D. Extended off-street walkways may be required by the City Manager to provide direct connections to existing pedestrian facilities or along Safe Routes to School as identified by City or school district.

E. Sidewalk adjacent to retaining walls above the sidewalk elevation shall be 1 foot wider than the minimum width listed in Section 6 unless otherwise approved by the City Manager.

F. All utility lids within the sidewalk surface shall comply with current ADA vertical discontinuity standards and shall be coated with a slip resistant coating compliant with current ADA standards.

G. No fixed object may be placed within the sidewalk, including utility poles and poles bases, which restrict the sidewalk width to less than 4 feet minimum.

8.02 Curb & Gutters

A. Vertical curb and gutter shall be used on all new or widened public roads.

B. Rolled curb is only permitted where it replaces or matches existing conditions, is used as part of a traffic calming device, or is used as part of an alternative roadway design. Except for cases which are solely replacement of existing curb, the use of rolled curb must be approved by the City Manager.

C. Extruded curb is not allowed in public right-of-way, unless it is otherwise approved by the City Manager.

8.03 Construction of Curbs, Gutters, and Sidewalks

A. Sub-grade compaction for curbs, gutters, and sidewalks shall meet a minimum 95 percent of maximum density. A minimum 4-inch section of crushed surfacing is required below the curb, gutter and sidewalk.

B. Concrete for curbs, gutters, and sidewalks shall be Class 4000, furnished and placed in accordance with WSDOT/APWA Standard Specifications, Sections 6-02, 8-04, and 8-14. Cold and hot weather precautions as set forth in WSDOT/APWA Standard Specifications Sections 5-05.3(14) and 6-02.3(6)A shall apply.

C. Sidewalks shall be constructed of concrete with a minimum 5-inch thickness.

D. Sidewalk shall be constructed in compliance with current ADA standards.

E. Concrete sidewalks shall be cured for at least 72 hours. Curing shall be by means of moist burlap or quilted blankets or other approved methods. During this curing period, all traffic, both pedestrian and vehicular, shall be excluded.

F. Curb shall be constructed per KCRS Figure 3-002 and Section 9.02

G. Joints shall be spaced at ten (10) foot intervals and in accordance with KCRS Figure 3-001.

H. Transitions between curbs with sidewalks to shoulder roadway sections shall meet the following requirements unless otherwise approved by the City Manager:

1. At intersections, curb wraps shall extend around the entire radius and curb ramp(s) shall be provided at the terminus corner.
2. For straight connections or mid-block transitions, a temporary concrete ramp, compliant with ADA standards shall be provided.
   i. KCRS Figure 3-014 may serve as a general guideline for construction of the ramp, but may be subject to revisions of the ADA requirements.
   ii. An ADA compliant detectable warning surface is required at the bottom of the ramp.
   iii. Where the bottom of the ramp lies outside the limits of existing pavement, a minimum 4 foot by 4 foot asphalt landing shall be provide which does not exceed 2% maximum slope in any direction and the entire distance between the landing and existing edge of pavement shall be paved.

8.04 Expansion Joints and Sidewalk Finishing

A. An expansion joint consisting of 3/8 inch or1/4 inch of pre-molded joint material shall be placed full depth around fire hydrants, poles, posts, and utility castings and along walls or structures in paved areas. Joint material shall conform to the requirements of ASTM D994 (AASHTO M33). See KCRS Figure 3-001.

B. An expansion joint consisting of 3/8 inch or 1/4 inch of pre-molded joint material shall be placed in the upper two inches of curbs and sidewalks at 10-foot intervals and at sides of drainage inlets. When curbs and/or sidewalks are placed by slip forming, a pre-molded strip up of 1/2 inch thick expansion joint, with a 2 inch to full depth section as described above.

C. Expansion joints in sidewalk shall be located so as to match the joints in the curb whether sidewalk is adjacent to curb or separated by planting strip.

D. Interface between curb and adjacent sidewalk on integral pour construction shall be formed with 1- inch radius edging tool. On separate pour construction an expansion joint consisting of 3/8 inch or 1/4 inch of pre-molded joint material shall be placed full depth between the curb or thickened edge and the adjacent sidewalk.

E. Unless otherwise specified in Section 2.06, sidewalk finishing shall be trowelled smooth with a steel trowel. Before jointing or edging, the surface of the walk shall be lightly brushed in a transverse direction (perpendicular to roadway) with a soft brush. Tool marks consisting of 1 inch V-grooves must be made in the sidewalk at five-foot intervals, intermediate to the expansion joints.

8.05 Curb Ramps

A. On all curbed streets, ramped sections to facilitate passage of disabled persons shall be constructed through curb and sidewalk at street intersections, other crosswalk locations, or anywhere a raised pedestrian facility begins or terminates.

B. In general, when a feature in the right-of-way is altered, the requirements for new construction must be applied to the maximum extent feasible within the scope or boundary of the project that has been planned.

C. Overlays and most surface treatments which impact the crosswalk or pedestrian pathway between

existing curb ramps are considered alterations of the right-of-way and require upgrading ADA facilities to current standards.

D. All proposed, altered, or constructed ramps shall meet all current ADA standards to the maximum extent feasible. Where all elements of the ADA requirements cannot be met, the project engineer shall provide Maximum Extent Feasible (MEF) documentation. MEF documentation must:
   1. Identify any portion of all ramps associated with the project which are not fully compliant, and
   2. Provide justification for why those elements cannot be designed or constructed to be fully compliant, and
   3. Include a stamp and signature from the licensed engineer responsible for the documentation, and
   4. Be approved by the City's Public Work Director prior to final construction approval or release of any performance agreements.

E. The curb ramp details provided in Appendix B are intended as general guidance; errors or omissions in the detail drawing do not excuse the applicant from having to fully comply with the ADA standards. In the case that ADA standards are updated and the details no longer represent the current ADA standard or interpretations, the detail shall be considered void and shall not be referenced in plans or construction documents.

F. Each proposed curb ramp shall be specifically detailed on the construction drawings with unique site elevations based on the proposed design and shall provide spot elevations at all significant grade breaks including, but not limited to, all corners of the required landings, the top and bottom of ramp, and gutter slope.

G. Where a ramp is constructed on one side of the street and a sidewalk or raised pedestrian facility exists on the opposite side of the street, a receiving ramp shall also be provided on the opposite side of the street. Where a raised pedestrian facility does not exist on the opposite side, a second ramp is not required.

H. Two ramps shall be provided per curb return, to the maximum extent feasible.

I. Curb ramps shall be positioned so that a ramp opening is situated within the marked crosswalk, or crossing area if unmarked. See Section 7.07 for additional direction.

J. The ramps shall have detectable warnings surfaces consisting of raised truncated domes and a contrasting surface across the entire opening of the ramp. The surface shall extend joint to joint across the opening and shall remain within 2-inch of the back of curb at all points.

K. Directional ramps shall not be permitted unless used as temporary ramps at the end of frontage improvements which are located outside the limits of an intersection, or as otherwise approved by the City Manager.

8.06 Concrete Steps and Barrier-Free Access Ramps

A. Steps shall only be used where an acceptable alternative access is available for barrier-free access, and there is a need for a separate stairway. Where used, concrete steps shall be approved by the City Manager and constructed in accordance with KCRS Figure 5-007 or other design acceptable to the City Manager and consistent with the WSDOT/APWA Standard Specifications.

B. Ramps used to provide barrier-free access shall have a maximum slope of 12:1 with a maximum rise of 30 inches between landings. Landings shall be a minimum of 5-feet by 5-feet.

C. Handrails, whether for steps or other applications, shall be provided consistent with KCRS Figure 5-007

and the WSDOT/APWA Standard Specifications.

8.07 Asphalt Shoulders

A. Asphalt paved shoulders may only be used where approved by the City Manager on existing roads to provide for bicycle and pedestrian use.

B. Where shoulders are provided, they shall be delineated by a four-inch white thermoplastic edge line; additional raised pavement markers for further delineation of the shoulder may be required for pedestrian safety at the discretion of the City Manager.

8.08 Bikeways

Every effort shall be made to include safe bikeways on all new roadways and reconstruction projects, unless bicyclists are prohibited by law from using the roadway. Design considerations for bikeways shall be assessed on a case by case basis, but shall generally comply with the following standards:

A. At a minimum, projects shall include the bicycle facilities identified in the City Transportation Element of the Comprehensive Plan and as shown in Appendix A, unless otherwise approved by the City Manager

B. The planning and design of bikeways in any category shall be in accordance with the WSDOT Design Manual and the AASHTO Guide for the Development of Bicycle Facilities, current edition.

C. Bike lanes, where required, shall be a minimum of 5 feet in width unless otherwise approved by the City Manager.

D. Pavement markings shall be used on bike lanes and paths according to MUTCD and AASHTO Guide for the Development of Bicycle Facilities, current edition.

E. The design of all signalized intersections shall address bicycle usage.

8.09 Fixed Objects

In addition to sound engineering judgment and analysis, the following minimum standards shall apply to all new or relocated placements of fixed, or non-break-away, objects within the public right of way. Existing utilities which are not in compliance with these standards are not required to be relocated until such time that a repair, reconstruction, replacement, expansion, or relocation of the utility structure is planned. The following constraints on obstacle location will not apply to locations not accessible by moving vehicles, "breakaway" structures whose break-off resistance does not exceed that of a single 4 inches x 4 inches wood post or a 1.5-inch standard (hollow) iron pipe or to "breakaway" fire hydrants installed to manufacturer's specifications.

A. Fixed objects along SR-522/Bothell Way NE, or any roadway with a posted speed limit exceed 35 mph, shall comply with the Clear Zone requirements of Chapter 1600 of the WSDOT Design Manual.

B. On roadways less than 35 mph, no new fixed object shall be placed with any portion of the object being closer than 2' to the face of curb.

    1. The City may require that a clear zone analysis be submitted and approved by the City prior to a permit being issued for a project which proposes a fixed object placed within 10 feet of the travel way for boulevards, urban avenues, and/or neighborhood connections.

C. Fixed objects within a public right of way shall not be located closer than ten feet to any driveway or private road, unless a modification is approved by the reviewing Engineer. Fixed objects shall be located such that they do not compromise vehicular or pedestrian sight distance.

D. All clear zone measurements shall be taken from the edge of travel way. The edge of travel way shall be

defined as the interior limits of the fog line where edge striping exists or the edge of pavement or face of curb where edge striping does not exist.

8.10 Amenity Zone

A. All streets constructed or improved under these Standards shall have an amenity zone per Appendix A, Section 6.04, or Section 6.05

B. Amenity zones shall be no less than 4 feet in width unless otherwise approved by the City Manager.

C. The amenity zone must be between the curb and the sidewalk, unless site conditions, or an approved alternate street design, preclude this location.

D. Street light poles, traffic signs, and other public amenities should be located in the amenity zone to the maximum extent feasible.

8.11 Illumination

A. Street signage and lighting is required for all new subdivision, commercial, or multifamily projects, unless otherwise approved by the City Manager, in accordance with Kenmore Municipal Code 17.20.105 and 17.20.107 respectively.

B. All new street lights in the City of Kenmore shall be LED compatible and shall provide a new LED bulb at the time of installation.

C. Street illumination shall be provided on all new roadways. Illumination will also be required as identifiers when a local road intersects an arterial. Illumination of roadways with turn channelization will include all lane tapers.

D. The illumination system shall be designed to provide a minimum of 1.2 foot-candles with an average-to-minimum uniformity ration of 3:1, except at intersections where the system shall be designed to provide a minimum of 1.5 foot-candles with an average-to-minimum uniformity ratio of 3:1.

E. When illumination is required for sag vertical curves the system shall be designed to provide a minimum of 0.4 foot-candles within the limits of the sag curve with a maximum average foot-candle value of 1.0. If an intersection is adjacent to the sag vertical curve, the illumination must include the intersection.

F. A photometric analysis of the lighting pattern for a specific project may be substituted for these standards if approved by the City.

G. Developers / applicants shall contact Puget Sound Energy's Into-Light Division for design services.

H. Complete calculations for structural design, including anchor bolt details, shall be prepared by a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural Engineering.

I. In all areas of the City except for those areas which are zoned downtown residential, downtown commercial, community business, and regional business, urban corridor, and waterfront commercial zones the street lighting shall be installed using the following product types unless otherwise approved in writing by the City Manager:

   1. Base Style: Victorian V
   2. Base Material: Concrete
   3. Base Color: Black
   4. Head Type: Dayform
   5. Head Color: Black

8.12 Landscaping

A. Street trees and landscaping should be incorporated into the design of road improvements for all classifications of roads.

B. Street trees are required at 40 foot centers on all public local access roads and as directed per the road section in Appendix A for arterials, boulevards, and neighborhood connections.

C. The trees shall be:

   1. Located within the amenity zones when required and within the street right-of-way when feasible and when approved by the City;
   2. A species approved by the City if located within the street right-of-way and compatible with overhead utility lines;
   3. Maintained by the adjacent landowner unless part of a City maintenance program; and

D. The trees may be spaced at irregular intervals to accommodate sight distance requirements for driveways, intersections, utilities, and/or Low Impact Design facilities.

E. All trees adjacent to walkways shall have a 7-foot minimum branching height at time of planting. This may be reduced if trees are more than 5 feet from the back of sidewalk.

F. Minimum height clearance of existing trees adjacent to new road shall be 15 feet above the finished roadway grade.

G. Commercial root barriers shall be required for all trees planted in amenity zones or at the back of sidewalks and curbs.

H. Additional landscaping features may be required for downtown areas as identified in Section 2.06.

8.13 Mailboxes

A. All projects which create new or additional residential, commercial, or industrial units must provide necessary improvements for mail delivery in accordance with the Bothell Post Master.

B. Mailbox products and installation shall be in accordance with the Post Master requirements.

C. A minimum 5 feet clearance must be maintained around all portions of any mailbox placed within a sidewalk, shoulder, or walkway.

D. Where existing mailboxes will be impact by required street improvements, temporary considerations must be made in order to maintain constant mail services to all addresses.

E. Where existing mailboxes will be impact by required street improvements, relocation or replacement of the existing mailboxes shall be coordinated with the Post Master and City inspector.

F. Mailboxes for projects located within the downtown areas identified in Figure 2.1 shall coordinate mail delivery without placing a new mailbox along the project frontage; mail receptacles shall be placed on, within, or behind the building structure to the maximum extent feasible, subject to Post Master approval.

8.14 Cut and Fill Slopes

A. Side slopes shall generally be constructed no steeper than 2:1 (H:V) on both fill slopes and cut slopes. Steeper slopes may be approved by the City upon showing that the steeper slopes, based on soil analyses, will be stable.

B. Side slopes shall be stabilized by grass sod or seeding or by other planting or surfacing materials

acceptable to the City.

8.15 Guardrail

To ensure a safe roadway configuration, the following features shall be included in the roadway design in order of preference:

A. 4:1 (H:V) or flatter fill slopes adjacent to the roadway where the slope drop is greater than 6 feet.
B. Provide 3:1 (H:V) or flatter fill slopes where 4:1 (H:V) slopes cannot be provided and the slope drop is greater than 6 feet.
C. Provide 2:1 (H:V) or flatter fill slopes where 3:1 or 4:1 (H:V) slopes cannot be provided and the slope drop is greater than 6 feet.
D. Evaluate need for barrier systems and provide design in conformance with WSDOT/APWA Standard Plans, Standard Specifications, and the WSDOT Design Manual.

8.16 Vertical Drops

The standards of this section shall apply to new grading only and shall not require existing drops to be retrofitted unless additional grading work is proposed.

A. All slopes which exceed 2:1 in slope shall be considered a vertical drop.
B. Any vertical drop within, or immediately adjacent to, the right-of-way or other common area which exceeds 18 inches in total vertical height, as determined by the City, shall require a handrail or fence sufficient to address the fall hazard.
C. Any vertical drop within, or immediately adjacent to, the right-of-way or other common area which does not exceed 18 inches in total vertical height, as determined by the City, shall require a minimum 4-inch pedestrian curb to separate the public improvements from the vertical drop.
D. The City reserves the right to require handrail or fencing for any vertical drops within or adjacent to the right-of-way which are considered a safety hazard as determine by the city Manager.

Section 9: Surface Treatments

9.01 Residential Streets & Sidewalks

A. The minimum pavement section for new residential streets, lanes, shoulders, sidewalks and bikeways shall be as indicated in Table 9-1.

B. The minimum pavement thickness for repairs, patches, replacements, extensions, and/or modifications within existing residential streets, lanes, shoulders, sidewalks and bikeways shall match the existing pavement thickness or be as indicated in Table 9-1, whichever results in a greater thickness of pavement.

C. Table 9-1 is only applicable for stable compacted subgrade constructed with suitable materials.

D. Alternative, porous, or pervious pavement types may be used on private roadways and on public sidewalk only; use of alternative pavement within the right-of-way may require additional material submittals. Any alternative pavements shall be designed by a license geotechnical or civil engineer and appropriately designed for the proposed materials and site conditions and shall be approved by the City prior to construction.

E. Any proposed exception to these materials may be subject to soils strength testing and traffic loading analysis, and subject to City review and approval. At any time during construction, should a question on the suitability or placement of native soil or import materials exist, the inspector may require a geotechnical evaluation to address soil conditions. When required, the report shall be prepared, stamped, and signed by a licensed geotechnical or civil engineer, registered in the State of Washington, and shall include an assessment of the site conditions and recommendations for corrective actions. A copy of maximum density curves and all associated compaction test reports shall be included with the report. All materials shall meet the requirements of the WSDOT Standard Specifications unless otherwise approved.

Table 9-1Residential Streets, Shoulders, Sidewalks, Walkways and Bikeways

TYPE OF FACILITIES	HOT MIX ASPHALT (HMA) CLASS ½-inch	HMA CLASS ¾-inch OR 1-inch	CRUSHED SURF. TOP COURSE	CRUSHED SURF. BASE COURSE	PORTLAND CEMENT CONCRETE
STREETS & SHOULDERS					
Preferred Design Section	2-inches	4-inches			
Optional Design Section	3-inches		1 ½-inches	8-inches	
Alternative Pervious Pavement (Private Only)	Per Engineer Design				
SIDEWALKS					
Standard Pavement				2-inches	4-inches Class 4000
Alternative Pervious Pavement	Per Engineer Design				

9.02 Requirements for Residential Streets on Poor Subgrade

The minimum material thickness indicated in Table 9-1 is not acceptable if there is any evidence of instability in the subgrade. This includes but is not limited to free water, swamp conditions, fine-grained or organic soil, slides or uneven settlement. If any of these characteristics are present, the soil shall be sampled, tested, and a pavement section designed in accordance with Section 9.03. Both the soils test report and the resulting pavement design will be subject to review and approval by the City.

9.03 Arterials and Commercial Access Streets

A. Rigid pavement designs for arterial and commercial access streets shall be prepared by a licensed professional civil engineer registered in the State of Washington and in accordance with the current "AASHTO Guide for Design of Pavement Structures".

B. Flexible pavements shall be designed using a layered design analysis in accordance with the "AASHTO Guide for Design of Pavement Structures".

C. Materials shall meet WSDOT specifications.

D. The pavement design shall be based on soil parameters reflecting actual field or laboratory tests, and a traffic loading analysis. A subsurface investigation shall be performed in order to provide information on any materials that would cause settlement, stability, or drainage problems. Soil used for the design analysis shall be representative of the native subgrade conditions. The traffic loading analysis shall include traffic volume, percentage growth rate, and axle loadings.

E. Pavement design sections shall not be less than those required for residential streets.

F. The roadway section for a multi-family residential development can be designed and constructed to meet the requirements of a residential roadway section.

G. The following design inputs shall be used for calculation of the pavement section:

1. Pavement Design Life = 20 years
2. Reliability (R) = 85%
3. Overall Standard Deviation (S_0) = 0.50
4. Design Serviceability Loss (ΔPSI) = 1.5
5. Drainage Coefficient (m) $\leq$ 1.0
6. Layer Coefficients
   i. Hot Mix Asphalt: $\leq$ 0.44
   ii. Crushed Surfacing: $\leq$ 0.14
7. Resilient Modulus (M_r)
   i. HMA: M_r = 450,000 psi
   ii. Crushed Surfacing Materials: M_r = 28,000 psi
   iii. Subgrade Soil: The subgrade M_r is based on actual field or laboratory tests. The subgrade M_r value used in the pavement design is not to exceed 15,000 psi.

H. Resilient modulus values for the subgrade soil shall be determined by Laboratory M_r tests or Falling Weight Deflectometer tests (FWD) performed in situ or default M_r values based on soil classification per the Unified Soil Classification System (USCS). The soil classification shall be based on laboratory testing of representative samples of subgrade soil.

I. USCS soil types shall be determined per ASTM D 2487. Default M_r values based on the USCS are as

follows:

Class	M_r (psi)	USCS Soil Type
A	15,000	GW, GP, GW-GM, GP-GM
B	12,500	GM, SW, SP
C	10,000	SW-SM, SP-SM, SM-ML[1]
D	7,500	GW-GC, GP-GC, SW-SC, SP-SC, SM-ML[2]
E	2,500	GC, GC-GM, SC, SC-SM, CL, CL-ML
F	Special Design[3]	MH, CH, OL, OH, Peat

(1) Nonplastic

(2) Plastic

(3) Class F soils require a special design required to stabilize the subgrade and will be subject to review and approval by the City.

9.04 Street Widening

A. When an existing asphalt paved street is to be widened the following requirements shall apply unless otherwise approved by the City Manager.

1. The edge of the driving lane shall be sawcut to provide a clean, vertical edge for joining to the new asphalt.
2. The existing asphalt may require grinding and/or removal as directed by the inspector, depending on the condition of the surface and as needed to control surface water flow.
3. After placement of the new asphalt section, the street shall be overlaid with a minimum of 2-inch HMA, Class 1/2-inch, plus a prelevel course, half-width throughout the widened area.
4. All failures and cracking on road surfaces must be repaired prior to the overlay; the limits of the overlay will be based on the condition of existing pavement and the extent of required changes to the surfacing and channelization.
5. If, for any reason, an overlay is not required, the joint shall be sealed with appropriate asphalt sealer.
6. When the City determines that potential impacts from a development warrant subgrade repairs prior to the overlay, the applicant must provide a geotechnical report that includes recommendations for repairing the subgrade.

B. If an existing shoulder, private driveway, or private roadway is proposed to be incorporated into a future traveled way the existing pavement shall be removed and replaced with a pavement section complying with these Standards. The responsibility for any shoulder material thickness improvement shall be considered part of the requirement for roadway widening.

1. Alternatively, a pavement evaluation can be performed. This evaluation shall analyze the structural capacity and determine any need for improvement. Designs based on these evaluations are subject to review and approval by the City.

C. Any widening of an existing roadway, either to add traveled way, or paved shoulder, shall have the same surfacing material as the existing roadway.

9.05 Overlays

A. Overlays shall require minimum thickness of 2-inches of new asphalt material.

B. Where overlays are required, a 2-inch grind is required prior to the overlay to maintain finished surface elevations to the maximum extent feasible. Additional grinding may be required to meet drainage and ADA requirements. Overlays without grinding require approval from the City Manager prior to being approved.

C. Existing asphalt berming or other drainage features to control surface runoff shall be maintained or restored during the overlay unless otherwise approved by the City Manager.

D. Unless otherwise directed in writing by the City Manager, the existing crown or directional cross slope of a roadway shall be maintained after the overlay.

E. Immediately following an overlay, the existing striping shall be restored as directed by the City inspector. Where striping cannot be permanently restored in the same day as the overlay, temporary striping shall be provided by the applicant to ensure safe movement of vehicles as director by the City inspector. At the City's direction, existing striping may be revised to match cross sections proposed in Appendix A or in the City's Comprehensive Plan

F. Where overlays match existing shoulders, transitions of material similar to the adjacent surface material shall be provided to ensure safe pedestrian use and acceptable vehicle transitions.

9.06 Materials and Lay-Down Procedures:

F. Materials and lay-down procedures shall be in accordance with WSDOT/APWA Standard Specifications and the requirement of this section.

G. Prior to placement of any curb, gutter, sidewalk, or pavement section a representative working under the authority of a licensed geotechnical engineer shall perform a compaction test on the sub-grade material; the material shall be compacted to a minimum of 95% of the maximum dry density before any paving material is placed.

   1. Compaction reports shall be submitted to the inspector prior to approval of any paved area.
   2. 1 compaction test shall be provided for every 100 linear feet of roadway, curb and gutter, or sidewalk. For roadway paving, the compaction requirement shall be assessed per travel lane.
   3. Separate compaction tests are required for each type of paved improvement (ie. curb and gutter vs. sidewalk vs asphalt roadway)

H. An additional proof roll and field investigation may be requested by the inspector to confirm the sub-grade is firm and unyielding. A single or dual axle dump truck, loaded to a minimum 90 percent maximum gross weight capacity, shall be used to perform the proof roll.

I. During surfacing activities utility covers in roadway shall be adjusted to the new finished grade.

J. Asphalt shall not be applied to wet material. Asphalt shall not be applied during rainfall or before any imminent storms that might damage the construction. The City will have the discretion as to whether the surface and materials are dry enough to proceed with construction.

9.07 Asphalt Surfacing Repairs:

A. When repairing shallow holes and gouges in asphalt less than 1-inch deep, the surface must be thoroughly cleaned and all loose or broken material must be remove from the hole. The bottom and edges of the hole/gouge shall be swabbed with asphalt tack. HMA shall then be placed into the hole or

gouge and thoroughly tamped or rolled. The edges shall then be sealed in accordance with Section 5-04.3(19) of the WSDOT/APWA Standard Specifications.

B. For failures or holes/gouges exceeding 1-inch in depth, the minimum repair area shall be three feet beyond the perimeter. The existing pavement shall be sawcut or removed by a pavement grinder to the depth of the surrounding hole or damage. Asphalt for tack coat shall be applied to all surfaces of existing pavement in the repair area.

C. HMA shall be placed in lifts of not greater than 0.35- foot compacted depth and shall be thoroughly and uniformly compacted to not less than 91 percent of the maximum density as determined by AASHTO Test Method T-209.

D. Edges shall be sealed in accordance with Section 5-04.3(19) of the WSDOT/APWA Standard Specifications.

9.08 Pavement Markings, Markers, and Pavement Tapers

A. Pavement markings and raised pavement markers shall be used to delineate channelization, transit lanes, bus zones, lane endings, crosswalks and longitudinal lines to control or guide all users of the roadway system and shall conform to KCRS Figures 4-001 through 4-009.

B. When removal of existing pavement markings is required, a full-width overlay must be performed to remove any reflections of the old markings, unless otherwise approved by the City Manager.

C. Channelization and transitions shall be required when through traffic is diverted around a lane or obstacle, when connecting full-width streets with different cross sections, and when extending an existing street with a new cross section different than the existing one. Channelization shall also be required to redirect traffic back to its original alignment.

D. Channelization plans and crosswalk locations shall be approved by the City Manager.

E. **Tapers:**Where pavement widening less than 300 feet in length is abruptly ended and edge lines do not direct traffic to through lanes, Type 2 raise pavement markers shall be installed at 10-foot centers near the end of the paved area at a 10:1 taper.

F. **Crosswalks:** Crosswalks shall be installed at all intersections controlled by traffic signals and other areas approved by the City Manager. Crosswalks shall be installed in accordance with Section 7.07.

G. All pavement markings shall be laid out with spray paint and approved by the City inspector before they are installed.

H. Pavement markings for channelization shall be reflectorized hot or cold applied plastic. Extruded or sprayed markings shall be dressed with glass beads for initial reflectance. All materials shall have beads throughout to maintain reflectance as the material wears.

I. Pavement markings that indicate fire apparatus zones shall comply with KMC.15.10.055.

Section 10: Drainage

10.01 General

A. Drainage facilities shall be designed consistent with Kenmore Municipal Code 13.35 and the King County Surface Water Design Manual (KCSWDM), current edition, including pipe and ditch sizing, outfall protection, and temporary erosion an sediment control standards.

B. No drainage from new downspouts, splash blocks, etc. shall discharge across a sidewalk, walkway, or roadway.

C. Structures shall be placed and constructed as shown in the KCRS Figure7-001 through Figure7-029.

D. Materials, construction, and testing are specified in the WSDOT/APWA Standard Specifications. The City Manager may amend, delete, or add specifications or Standard Drawings. The City Manager may request that additional details, specifications, or standards be developed by project engineers and/or contractors as needed for specific projects; such items may be used freely by the City and incorporated into future revisions of the Kenmore Street Standards.

E. Where technical conflicts may occur between this document and the Surface Water Design Manual, the City Manager shall decide which document governs.

10.02 Road Ditches

A. Filling or elimination of roadside ditches shall only be permitted for direct driveway access and construction of urban type frontage improvements (curb, gutter, sidewalk, etc) which include a public walkway, unless otherwise approved by the City Manager.

B. Filling of existing ditches for any other reason, including for additional on-street parking, is not permitted unless otherwise approved by the City Manager. Furthermore, the City may request corrective action for any such filling activity which occurs without an approved permit from the City of Kenmore.

10.03 Storm Sewers and Culverts

A. Minimum pipe size within the public right-of-way or on any system to be maintained by the City of Kenmore shall be 12-inch diameter unless otherwise approved by the City Manger.

B. The minimum slope on all pipe types and sizes is 0.5% (V/H).

C. Pipes shall be installed in accordance with Section 7-08 of the WSDOT/APWA Standard Specifications.

D. Pipe systems and material type shall be designed in conformance with KCSWDM 4.2.1.

E. All storm sewer pipe and culverts shall be covered by a minimum two feet of cover unless the applicant submits detailed plans accompanied by manufacture's recommendations specifying allowable cover less than two feet in depth.

   1. Where 2 feet of covered cannot be provided, ductile iron pipe must be used and must maintain 1 foot of minimum cover.

F. Pipes which convey runoff over, across, through, or down a steep slope as define by KMC, must be surface mounted pipe which is fused or mechanically restrained at the joint and which is anchored per the requirements of KCSWDM 4.2.1.

G. All culverts which collect surface runoff from landscaped areas, ditches, or interceptor trenches without

the use of a catch basin or manhole, shall include a debris cage or trash rack.

H. All new connections to an existing public underground drainage system shall be at a new or existing catch basin or manhole; no mid-span connections, tees, or "core-tapping" are permitted.

10.04 Catch Basin Locations and Junctions

A. Catch basins shall be spaced no greater than 150 feet for grades less than one percent, 200 feet for grades between 1 percent and 3 percent and 300 feet for grades 3 percent and greater.

B. Catch basins, per KCRS Figures 7-003 through 7-006, rather than inlets shall be used to collect storm water from road surfaces, unless approved by the City Manager.

C. Type 2 catch basins, per KCRS figure 7-005, shall be required where the depth to the invert of the pipe exceeds 5 feet, unless otherwise approved by City Manager.

D. All type 2 catch basins require access ladders and/or handholds to within 18 inches of the top and bottom of the structure.

E. Manholes, per KCRS Figures 7-007 through 7-011, may be used in lieu of catch basins if they do not collect surface water. Manholes must be used if inverts are greater than 18 ft deep, per KCRS Figure 7-005.

F. Roof and yard drains, or other concentrated flow from adjacent property shall not discharge over the surface of roadways, sidewalks, walkways, or shoulders.

G. Catch basins or manholes are required when joining differing types or sizes of pipes, unless otherwise approved by the City Manager.

10.05 Frames, Grates, and Covers

A. Metal castings for drainage structures shall not be dipped, painted, welded, plugged or repaired.

B. Porosity in metal castings for drainage structures shall be considered a workmanship defect subject to rejection by the City.

C. Castings for manhole rings shall be gray-iron conforming to the requirements of AASHTO M 105, Grade 30B. Covers shall be ductile iron conforming to ASTM A 536, Grade 80-55-06. Manhole rings and covers shall support a minimum loading of 25,000 pounds. All mating surfaces shall be machine finished to ensure a non-rocking fit.

D. All manhole rings and covers shall be identified as specified in the WSDOT/APWA Standard Specifications, Section 9-05.15.

E. Castings for metal frames for catch basins and inlets shall be cast steel, gray iron, or ductile iron as specified in Sections 9-06.8, 9-06.9, or 9-06.14 of the WSDOT/APWA Standard Specifications.

F. Castings for metal frames for catch basins, inlets, grates and solid metal covers shall support a minimum loading of 25,000 pounds.

G. Castings for grates and solid metal covers for catch basins and inlets shall be cast steel or ductile iron as specified in Sections 9-06.8 or 9-06.14 of the WSDOT/APWA Standard Specifications. The foundry name and material designation shall be embossed on the top of the grate. The material shall be identified as "CS" for cast steel and "DUC" or "DI" for ductile iron and shall be located near the manufacturer's name.

H. All grates and covers, including large grates placed over detention or water quality vaults, shall be seated properly to prevent rocking, including the replacement of existing covers with solid metal covers. Any warping or curvature of the metal that is not specified in the details or specifications shall be considered a workmanship defect subject to rejection by the City.

I. Subject to prior approval by the City Manager, other types and materials and drainage hardware may be used provided that recognized specifications are available to control quality and acceptable user experience with the product can be shown.
J. Unless otherwise specified, vaned grates, per KCRS Figure 7-018, shall be used with standard frame in the traveled way, gutter, or shoulder. Vaned grates shall not be located within crosswalks.
K. At sag vertical curves, on the end of downgrade cul-de-sacs, or before intersections with a grade four percent or greater, an analysis shall be done to assure that typical catch basin grates will collect the surface runoff. To collect excessive volumes of runoff or protect against plugged grates and overflow situations, the City Manager will require the use of through-curb inlet frames on vertical curbs, KCRS Figure 7-017. Where the through-curb inlets cannot be used, place a catch basin at the low point and two extra inlets located not greater than 0.1 foot above the low point grate within a distance of 25 feet.
L. For new storm drains on existing rolled curb roadways use KCRS Figures 7-019 through 7-021.
M. New catch basins that do not collect runoff shall use solid locking covers. See KCRS Figure 7-022. Existing catch basins, which no longer collect runoff, shall have their frame and grates replaced with solid covers, per KCRS Figure 7-015.
N. All storm drain covers and grates within the City right-of-way shall require locking lids and bolts. Additionally, all control structure and/or detention system storm drain covers shall be locking regardless of their location including hinged access points and large open grates.
O. Trench drains may only be used outside of City right-of-way unless otherwise approved by the City Manager. At a minimum, trench drains shall have catch basins or yard drains at either end unless used as a driveway culvert. The maximum distance between catch basins or yard drains along a trench drain shall be 100 feet.

10.06 Erosion Control

A. Provide erosion control as required in the King County Surface Water Design Manual or as specified by other guidelines and/or regulatory requirements.
B. When using geotextile for temporary silt fences, the material shall be designed specifically for erosion control. It shall meet the requirements of WSDOT Standard Specifications, Section 9-33.1, Table 6.
C. Fencing must be inspected regularly and after each significant storm event for damage. Silt fencing does break down under UV light. Sediment collected behind the fence must be removed so that this material does not push the fence over.
D. All sites shall be permanently stabilized prior to final approval.

10.07 Underground Structures

Where concrete structures are proposed below an area subject to traffic loading, including public roadways, private roadways, and parking lots, additional design consideration shall be applied.

A. Large grates which do not utilize typical manhole or catch basin lids, but be located outside of the travel way, sidewalk, and any other public walkways.
B. On private residential roads, residential access roads, and commercial access roads, maintenance access points and access openings shall be located to allow maintenance work to be completed while maintaining at least one lane open to vehicle travel.
C. On arterials or any roadway identified on the City's Layered Network included in appendix 'A', residential access roads, and commercial access roads, maintenance access points and access openings shall be located to allow maintenance work to be completed while maintaining at least one lane in each

direction open to vehicle travel.

D. Structures or vaults subject to traffic loading shall be structurally designed by a structural engineer currently licensed in the state of Washington to support HS-25 loading standards and shall include a design for an additional 45,000 lbs. point load, applied on an 18"x18" area.

1. Structural design plans shall be submitted to and approved by the City prior to construction of any such structure.
2. Additional striping or signage may be required at the discretion of the Fire Marshall to identify the structure location and alert emergency services of the structure below the surface.

Section 11: Utilities

11.01 Franchising Policy and Permit Procedure

A. Utilities to be located within existing and proposed City right-of-way shall be constructed in accordance with current franchise and/or permit procedure and KMC 12.55, and in compliance with these Standards. In their use of the right-of-way, utilities will be given consideration in concert with the traffic-carrying requirements of the road which are, namely, to provide safe, efficient and convenient passage for motor vehicles, pedestrians, and other transportation uses. Aesthetics shall be a consideration.

B. Underground installation of electric and telecommunication utilities is required in new urban development.

C. All permits for new placement and replacement of existing utility poles and other utility structures above grade shall be accompanied by written certification from the utility's professional engineer or from an agent authorized by the utility to certify that the installations conform to these Standards and that the proposed work is in conformity with sound engineering principles relating to street safety and Section 8.09.

D. Utilities are subject to Kenmore Municipal Codes and policies relating to drainage, erosion/sedimentation control and sensitive areas as set forth in Kenmore Municipal Code 13.35 and the Surface Water Design Manual.

E. Requests for exceptions to these Standards will be processed in accordance with variance procedure as referenced in Section 1.03.

11.02 Standard Utility Locations within the Right-of-Way

A. Utilities within the right-of-way on new roads or on roads where existing topography, utilities or storm drains are not in conflict shall be located as shown in typical sections, KCRS Figures 2-001 through 2-005, and as indicated below. Where existing utilities or storm drains are in place, new utilities shall conform to these Standards as nearly as practicable and yet be compatible with the existing installations. Above ground utilities located within intersections shall be placed so as to avoid conflict with placement of curb ramps and sidewalks. Mains and service connections to all lots shall be completed prior to placing of surface materials.

B. Gas and Water Lines:

1. Shoulder-and-Ditch Section: In shoulder 3 feet from edge of traveled lane.
2. Curb and Gutter Section: 1.5 feet back of curb, or at distance which will clear root masses of street trees if these are present or anticipated. If back of curb is not feasible then in the street as close to the curb as practical without encroachment of the storm drainage system.
3. Designated Side of Centerline: GAS: South and West. WATER: North and East.
4. Depth: 36 inches (3 feet) minimum cover from finished grade, ditch bottom or natural ground.

C. Individual water service lines and side sewers shall:

1. Be placed with minimum 36-inch (3 feet) cover from finished grade, ditch bottom or natural ground.
2. Use road right-of-way only as necessary to make side connections.
3. For any one connection, not extend more than 60 feet along or through the right-of-way, or the

minimum width of the existing right-of-way.

4. Water meter boxes, when placed or replaced, shall be located on the right-of-way line immediately adjacent to the property being served, unless otherwise approved by the City Manager.

D. Sanitary Sewers: In the general case, 5 feet south and west of centerline; depth 36-inch (3 feet) minimum cover from finished grade, ditch bottom or natural ground.

1. Side Sewers shall be provided to all adjacent lots or parcels.
2. Side Sewers shall be placed within ten (10) degrees of perpendicular to road centerline.

E. In the case of individual sanitary sewer service lines which are force mains the pipe shall:

1. Be minimum two inches I.D., or as required by the utility to maintain internal scouring velocity.
2. If nonmetallic, contain wire or other acceptable proximity detection features; or be placed in a cast iron or other acceptable metal casing.
3. Be placed with minimum three-foot cover from finished grade, ditch bottom or natural ground, within 10 degrees of perpendicular to road centerline, and extend to right-of-way line.
4. Be jacked or bored under road unless otherwise approved by the City Manager.

F. Sanitary and water lines shall be separated in accordance with good engineering practice such as the Criteria for Sewage Work Design, Washington Department of Ecology, latest edition.

G. Gravity systems, whether sanitary or storm drainage, shall have precedence over other systems in planning and installation except where a non-gravity system has already been installed under previous approved permit and subject to applicable provisions of such permits or franchises.

H. Electric utilities, power, telephone, cable TV, fiber optic conduit: All new services shall be installed underground with 36-inch (3 feet) minimum cover, either side of road, at plan location and depth compatible with other utilities and storm drains. If undergrounding of new utilities is not feasible at locations where ungrounded segments end or begin, new poles and other utility structures above grade shall conform to the following:

1. Utility poles or other approved essential roadside obstacles must comply with the clear-zone standards listed in Section 8.09.
   a. Notwithstanding other provisions regarding pole locations described in these standards, no pole shall be located so that it poses a hazard to the general public. Utilities shall place and replace poles with primary consideration given to public safety. Existing utility poles that do not comply with City standards and are struck are considered to be a hazard by the City and shall be mitigated by the utility in accordance with these Standards. Additionally, existing utility poles that comply with City standards and are struck at least two times within the same ten-year period shall be mitigated by the responsible utility in accordance with these Standards.
   b. Every effort shall be made to meet the standards during emergency replacement of existing utility poles and other structures. After a pole has been replaced, all utilities sharing that pole shall have a maximum of 180 days to relocate their facilities to the new pole and remove the old pole.
2. Locations of poles shall also be compatible with driveways, intersections, and other road features (i.e., they shall not interfere with sight distances, road signing, traffic signals, culverts, etc.). To the extent possible, utilities shall share facilities so that a minimum number of poles are needed.
3. Where road uses leave insufficient overhang, anchor, and tree-trimming space for overhead

utilities, additional easements and/or right-of-way may be required to accommodate the utilities. The costs associated with additional easements and/or right-of-way for this purpose shall be borne by the applicant, builder, or other party initiating the improvement. The associated cost of relocating the utility shall not be borne by the City.

11.03 Underground Installations

A. All hard surface roadways shall be jacked or bored. Exceptions will be considered on a case-by-case basis as needed.

B. Notwithstanding other provisions, underground systems shall be located at least 5-feet away from the road centerline. Additionally, the underground systems shall not disturb existing survey monumentation, unless there is no reasonable alternative.

C. When approved, the open cut shall be a neat-line cut made by saw cutting a straight continuous line. The current WSDOT/APWA Standard Specifications, Sections 7-08 and particularly 7-08.3(3) will generally apply unless otherwise stated.

   1. Trench sides shall be kept as nearly vertical as possible.
   2. Compaction and restoration must be done as detailed below and immediately after the trench is backfilled, so as to cause least disruption to traffic. The asphalt or cement pavement shall be cut a minimum of one foot beyond all edges of the trench.
   3. After backfill and compaction an immediate cold mix patch shall be placed and maintained in a manner acceptable to the City.
   4. A permanent hot mix patch shall be placed and sealed with paving grade asphalt within 30 calendar days.
   5. Cement concrete pavement shall be restored in accordance with Section 5-05.3(22) of the WSDOT/APWA Standard Specifications.
   6. On crossings required to be opened to traffic prior to final trench restoration, steel plates shall be installed by the contractor with cold patch wedges on all sides or as directed by the City.

D. Backfill in Roadway: The entire trench shall be backfilled with 5/8-inch minus crushed surfacing top course meeting the requirements of Section 9-03.9(3) of the WSDOT/APWA Standard Specifications unless otherwise approved by the City Manager.

   1. Native backfill may only be used upon approval of the material by the City inspector; the inspector may require a licensed geotechnical engineer to assess and certify the native material as suitable backfill.
   2. Backfill shall be placed and compacted mechanically in 6- inch lifts to 95 percent of the maximum density as determined by the compaction control tests described in Section 2-03.3(14)D of the WSDOT/APWA Standard Specifications. If the capability can be demonstrated, based on compaction equipment or quality of backfill to achieve 95 percent density in thicker lifts, the depth of backfill lifts may be increased up to 1 foot.

E. Pavement Restoration: Restoration of a trench within an asphalt pavement shall include HMA to the same thickness as the existing asphalt pavement or per Section 9, whichever is the greater.

   1. Concrete pavement shall be restored consistent with Section 5-05 of the WSDOT/APWA Standard Specifications. Any concrete pavement traffic lane affected by the trenching shall have all affected panels fully replaced.
   2. Asphalt pavement shall be repaired depending on the impacts to the asphalt surface as directed

below:

a. Any roadway surfaced within the previous 5 year shall be restored as directed in Section 2.07.

b. Cuts for pothole investigations, boring/receiving pits, for trenches which run perpendicular to the roadway which only impact one-side of the striped centerline, or for any cut which is entirely within limits of the roadway shoulder and is outside the existing or future travel way, shall neat cut the asphalt pavement 1 foot beyond the limits of the trench and patch with new asphalt material. The edges of the new asphalt patch shall be seal with asphalt binder (AR-4000 or approved equivalent).

c. Cuts running predominantly parallel to the roadway which only impact one side of the striped centerline shall be repaired as noted above in #2, except that the asphalt binder seal may be omitted and a half-width overlay must be provided between the striped centerline and the edge of pavement or curb and shall extend a minimum of 20 feet beyond the cut limits. Pavement undisturbed by trenching activities shall be ground as needed to meet the requirements of a half-width overlay.

d. Cuts of any type which impact more than one side of the striped centerline shall be repaired as noted above in #2, except that the asphalt binder seal may be omitted and a full-width overlay must be provided and shall extend a minimum of 20 feet beyond the cut limits. Pavement undisturbed by trenching activities shall be ground as needed to meet the requirements of a full-width overlay.

e. Any location where more than 2 separate cuts, of any type, are made within a 100 foot stretch of roadway shall be interpreted as a singular parallel cut with the overlay requirement as noted above.

f. Where a striped centerline does not exist, the half-width limits shall be at the crown line or as determined by the City Manager.

g. Overlays shall be consistent with Section 9.05.

F. Controlled Density Backfill: As an alternative to mechanical compaction, trench backfill above the bedding and below asphalt concrete may be accomplished by use of controlled density backfill (CDF) in a design mixture according to Section 2-09.3(1) E of WSDOT/APWA Standard Specifications.

1. The contractor shall provide a mix design in writing and the CDF shall not be placed until the City has reviewed the mix design and authorized its use.
2. CDF shall meet the requirements of Section 6-02 of the WSDOT/ APWA Standard Specifications and shall be accepted based on a Certificate of Compliance.
3. The producer shall provide a Certificate of Compliance for each truckload of control density fill. The Certificate of Compliance shall verify that the delivered material is in compliance with the mix design.

G. Backfill outside the roadway prism: Backfill outside the roadway prism shall be excavated material free of wood waste, debris, clods and/or any rocks exceeding six-inches in any dimension and meet compaction requirements.

11.04 Inspection & Notification

A. The applicant shall adhere to inspection notification requirements as consistent with the approved permit, existing franchise agreement, and Section 4.

11.05 Final Adjustment (To Finish Grade)

A. All utility covers, including drainage, which are located on proposed asphalt roadways, shall be temporarily placed at subgrade elevation prior to placing crushed surfacing material.

B. Final adjustment of all covers and access entries shall be made following final paving by:

1. Saw-cutting or neat-line jack hammering of the pavement around lids and covers. Opening should not be larger than 12 inches beyond the radius of the cover.
2. Removing base material, surfacing course, and frame; adding risers; replacing frame and cover no higher than finished grade of pavement and no lower than one-half inch below the pavement.
3. Filling and mechanically compacting around the structure and frame with crushed surfacing material or ATB, or placing in 5-inch minimum thickness of cement concrete Class 4000 to within 3 inches of the top.
4. Filling the remaining 3 inches with HMA compacted and sealed to provide a dense, uniform surface.
5. Final adjustment of all covers and access entries shall be completed within 30 days of final paving.

11.06 Final Cleanup, Restoration of Surface Drainage and Erosion/Sediment Control

In addition to restoration of the road as described above, the responsible applicant, utility, contractor, etc., shall care for adjacent areas in compliance with Sections 1-04.11 and 8-01 in the WSDOT/APWA Standard Specifications. In particular:

A. Streets and roads shall be cleaned and swept both during and after the installation work.

B. Disturbed soils shall be final graded, seeded and mulched after installation of utility. In limited areas seeding and mulching by hand, using approved methods, will be acceptable.

C. Ditch lines with erodible soil and subject to rapid flows may require seeding, matting, netting, or rock lining to control erosion.

D. Any silting or accumulation of construction debris of downstream drainage facilities, whether ditches or pipe and catch basins, which resulted from the construction activity shall be cleaned out and the work site restored to a stable condition as part of site cleanup.

E. Remove all temporary erosion and sediment control materials and fencing and dispose of properly.

[END]

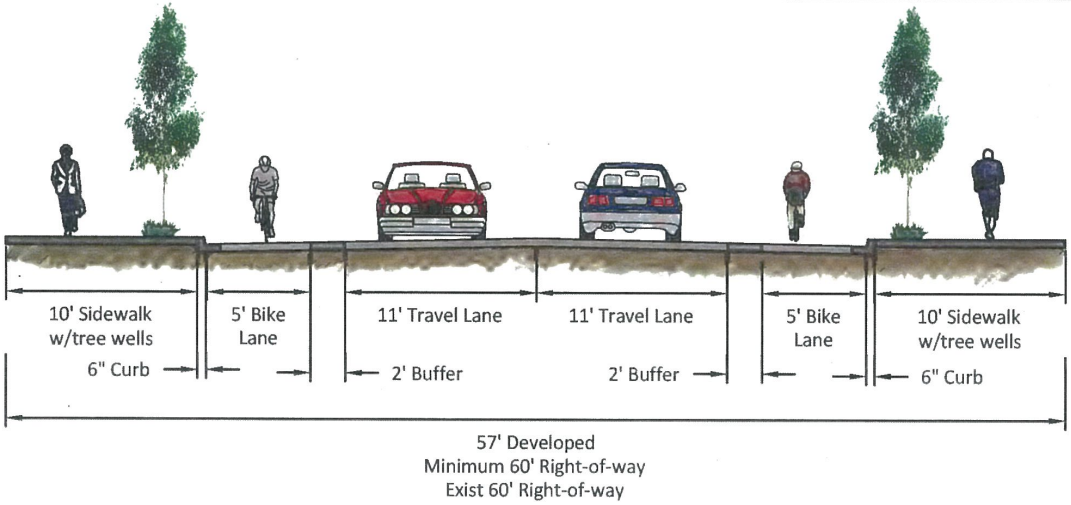
APPENDIX A

EXHIBIT C
2016 ROAD STANDARDS

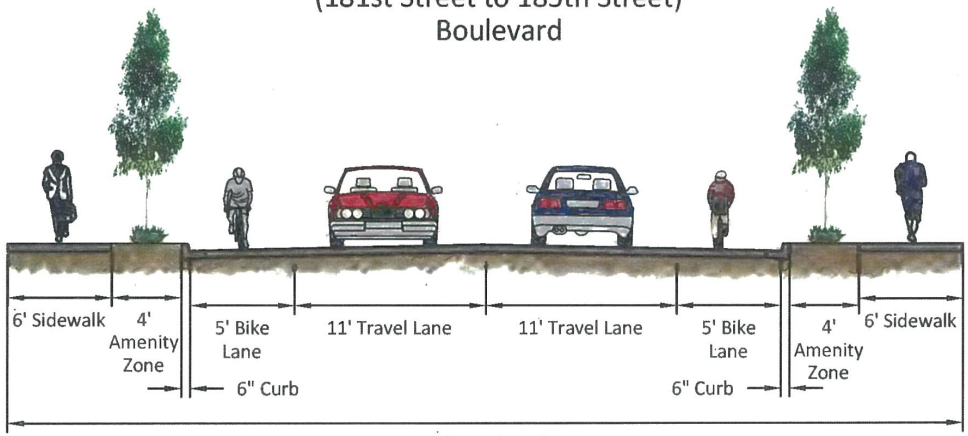
KENMORE
BY THE LAKE

[TYPICAL ARTERIAL ROAD SECTIONS]

EXHIBIT C
2016 ROAD STANDARDS



68th Avenue NE
(181st Street to 185th Street)
Boulevard

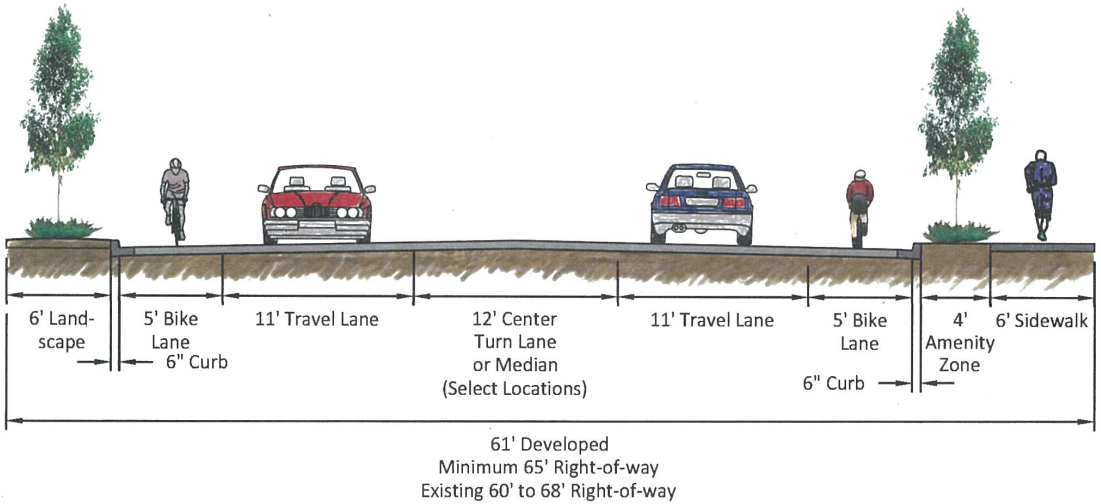


68th Avenue NE
(185st Street to 202nd Street-Looking North)
Neighborhood connection

NE 202nd Street
(68th Avenue NE to 61st Avenue NE-Looking West)
Neighborhood connection

Figure 1

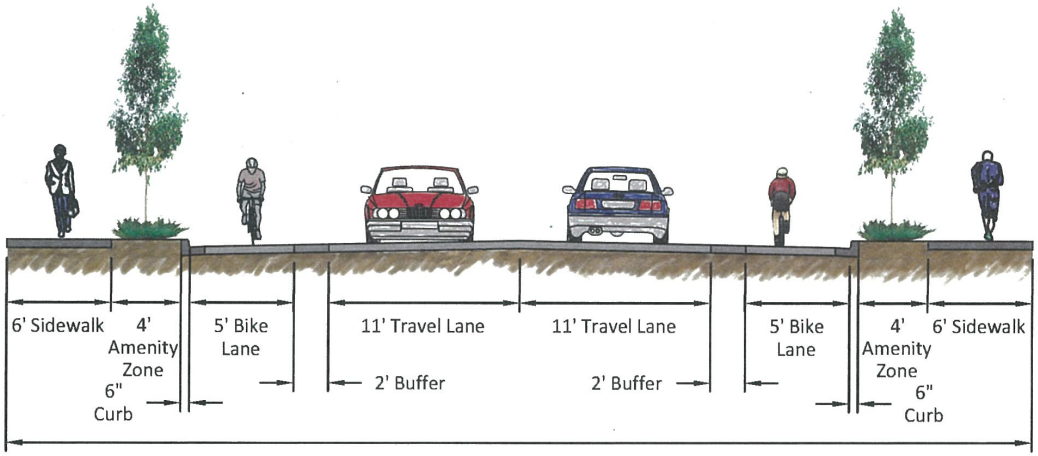
EXHIBIT C
2016 ROAD STANDARDS



61st Avenue NE
(181st Street to 205th Street-Looking North)
Boulevard

Figure 2

EXHIBIT C
2016 ROAD STANDARDS

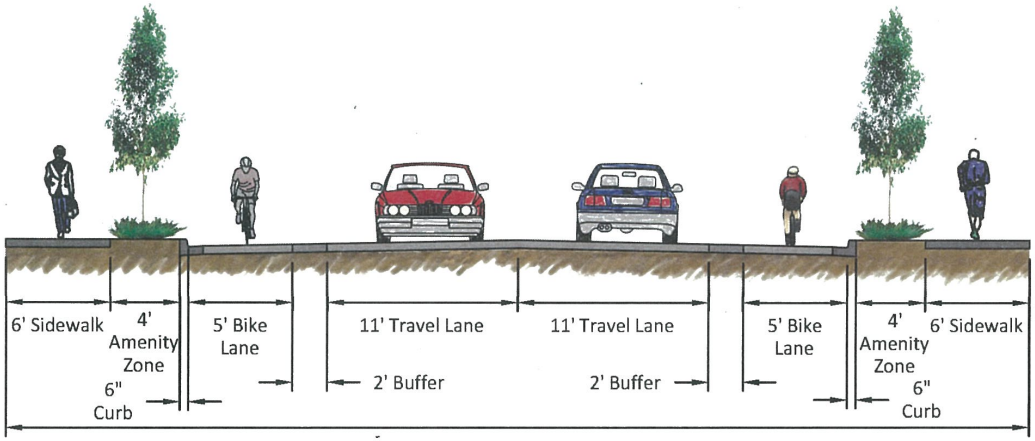


57' Developed
Minimum 60' Right-of-way
Existing 60' Right-of-way

80th Avenue NE
(SR 522 to 205th Street)
Boulevard

Figure 3

EXHIBIT C
2016 ROAD STANDARDS

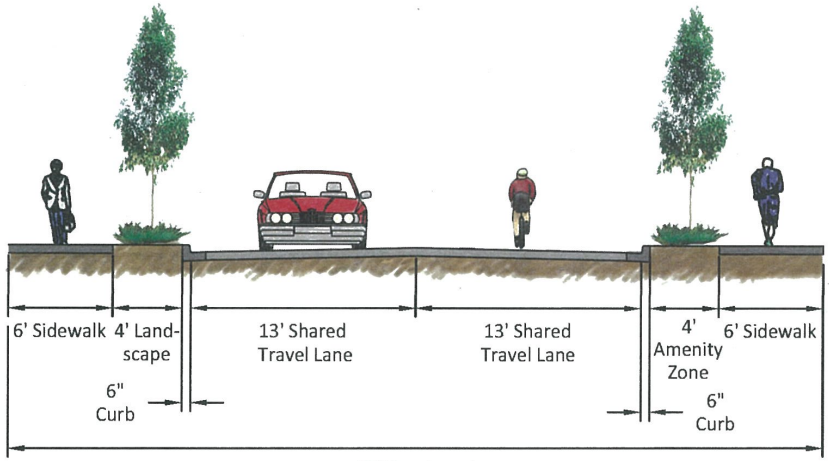


57' Developed
Minimum 60' Right-of-way
Existing 58' to 60' Right-of-way

73rd Avenue NE
(181st Street to 205th Street)
Neighborhood Connection

Figure 4

EXHIBIT C
2016 ROAD STANDARDS



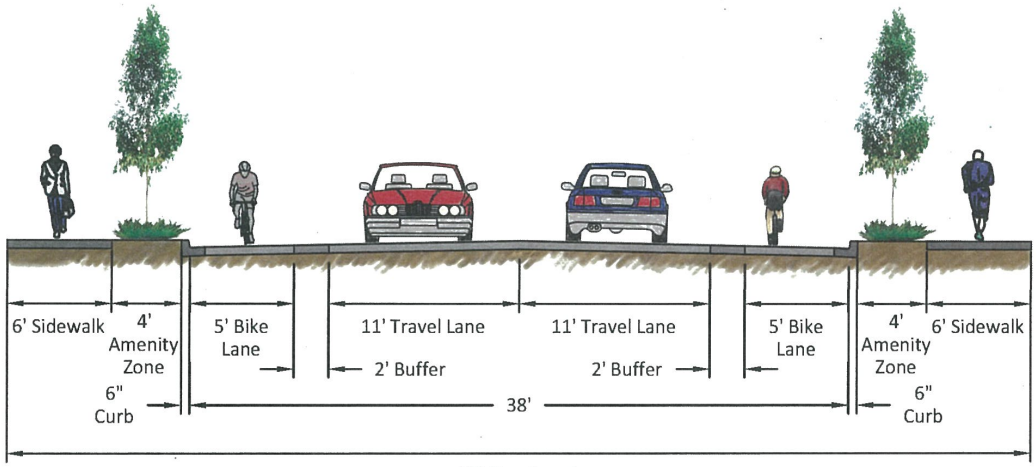
47' Developed
Minimum 50' Right-of-way
Existing 60' to 62' Right-of-way

NE 155th Street
(Juanita Drive NE to Simonds Road-Looking East)
Neighborhood Connection

*155th Street presently has sidewalks and a planter buffer on the north side of the street. planting buffers on the south side are a suggested developer option.

Figure 5

EXHIBIT C
2016 ROAD STANDARDS



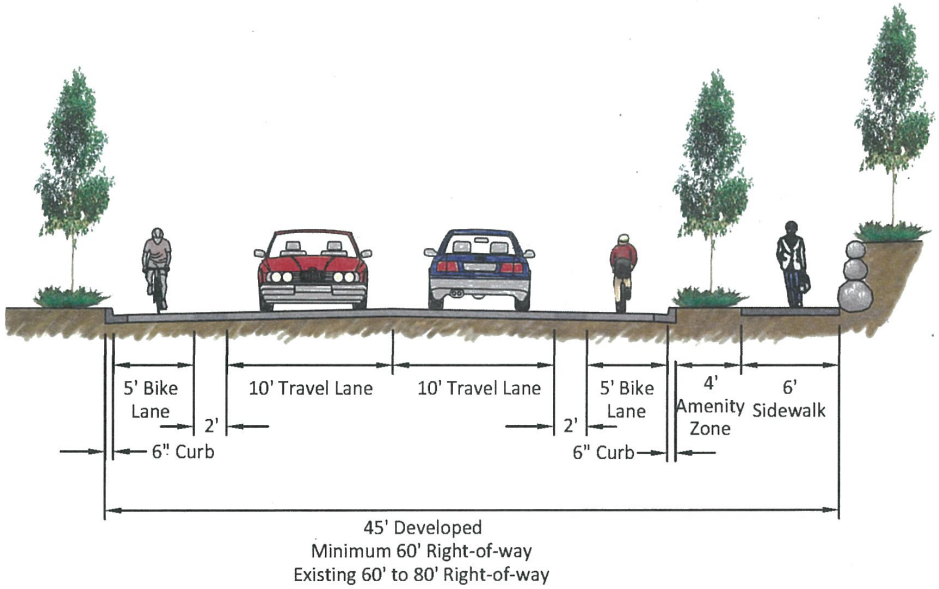
Simonds Road - Restriping
(NE 169th Street to 92nd Avenue NE)
Boulevard

NE 170th Street
(Juanita Drive NE to NE 169th Street)
Boulevard

*Overall roadway width, curb to curb, may vary. Minimum bike lane width shall be 5' and minimum travel land width shall be 10'. 2' bike buffer will be maintained.

Figure 6

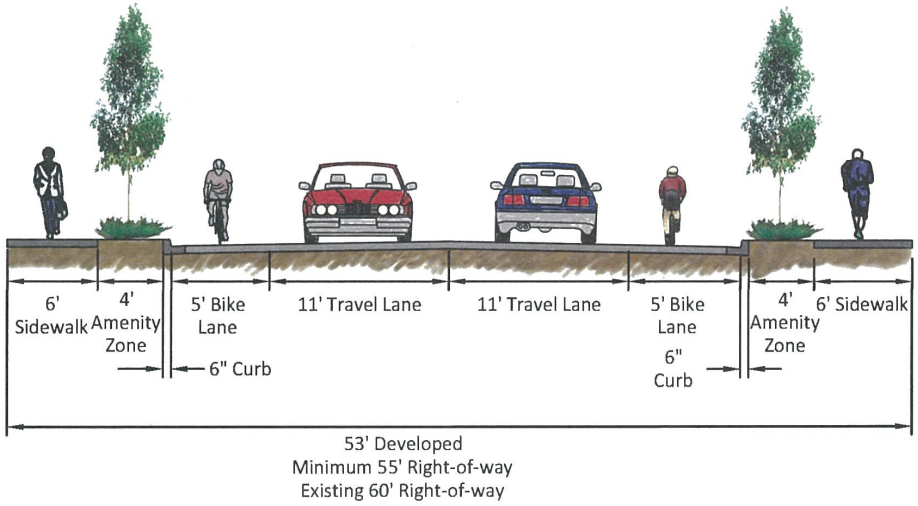
EXHIBIT C
2016 ROAD STANDARDS



Juanita Drive NE
(Ne 170th Street to NE 141st Street-Looking North)
Boulevard

Figure 7

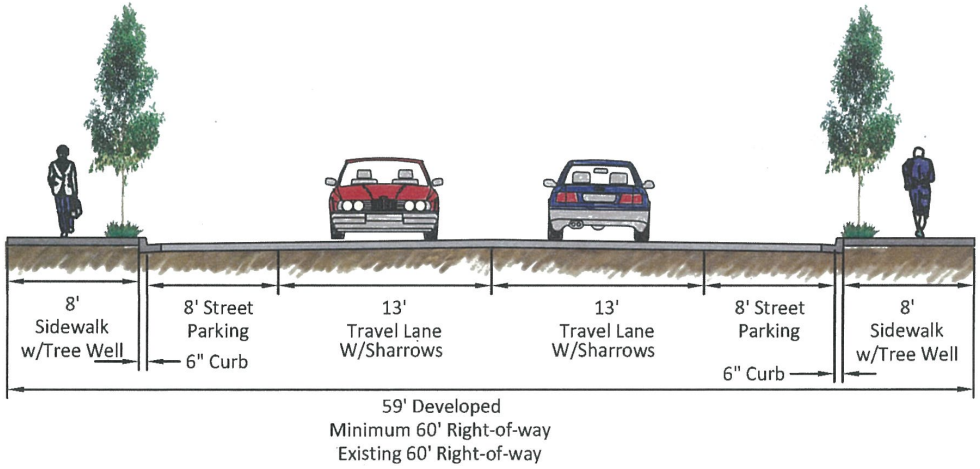
EXHIBIT C
2016 ROAD STANDARDS



NE 192nd Street
(73rd Avenue NE to 80th Avenue NE-Looking East)
Neighborhood Connection

Figure 8

EXHIBIT C
2016 ROAD STANDARDS

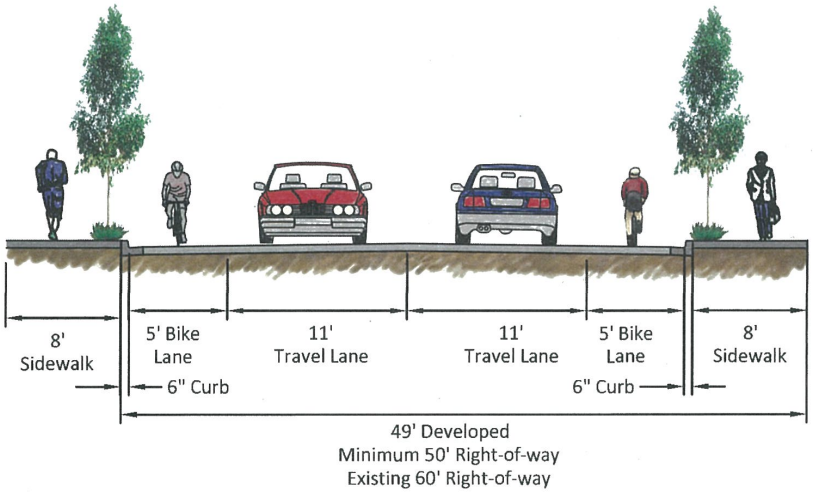


NE 181st Street
(65th Avenue NE to 73rd Avenue NE)
Urban Avenue

Note: When traffic warrants 5' bike lanes
and a 12" turn lane can be channelization (5', 10',12', 10', 5')

Figure 9

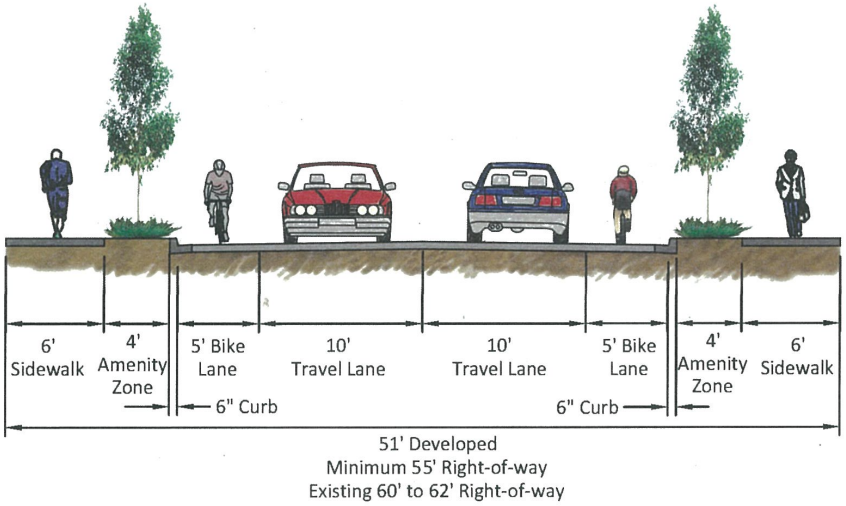
EXHIBIT C
2016 ROAD STANDARDS



NE 181st Street
(61st Avenue NE to 65th Avenue NE-Looking East)
Neighborhood Connection

Figure 10

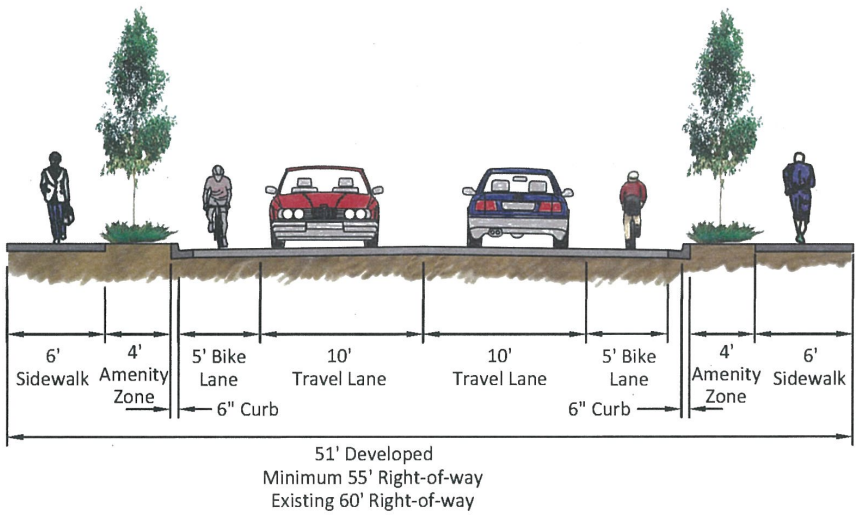
EXHIBIT C
2016 ROAD STANDARDS



84th Avenue NE
(NE 145th Street & Simonds Rd NE)
Neighborhood Connection

Figure 11

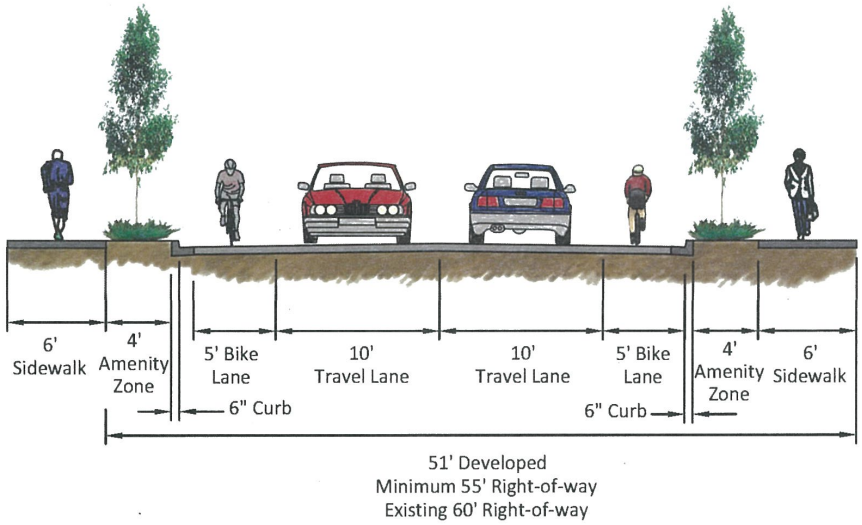
EXHIBIT C
2016 ROAD STANDARDS



NE 193rd Street
(61st Ave NE to 55th Avenue NE-Looking West)
Neighborhood Connection

Figure 12

EXHIBIT C
2016 ROAD STANDARDS



NE 203rd Street
(80th Avenue NE to City Limits-Looking East)
Neighborhood Connection

Figure 13

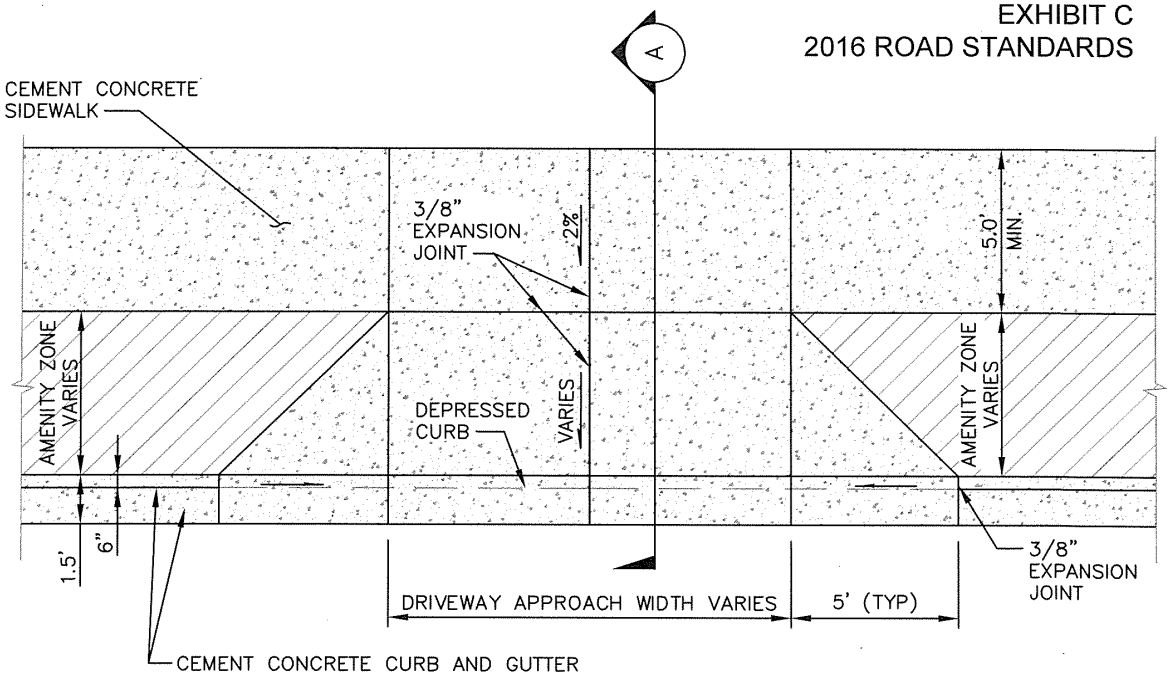
APPENDIX B

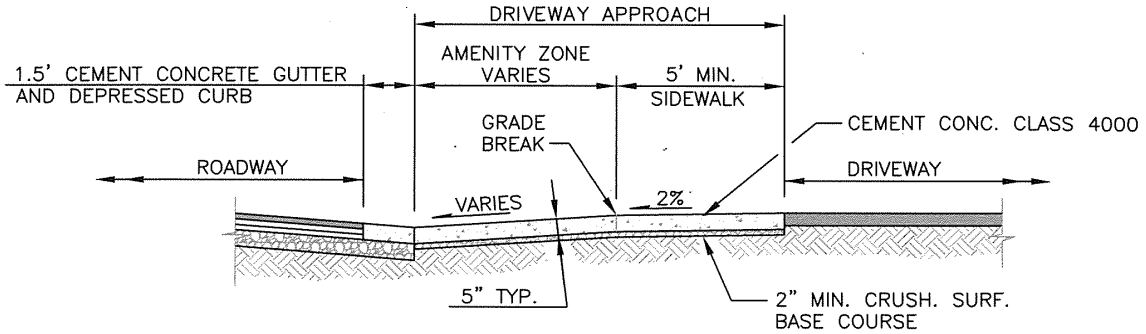
EXHIBIT C
2016 ROAD STANDARDS

KENMORE
BY THE LAKE

[SELECT DETAIL DRAWINGS]

EXHIBIT C
2016 ROAD STANDARDS





SECTION A

CITY OF KENMORE
2016 ROAD STANDARDS
PUBLIC WORKS DEPARTMENT
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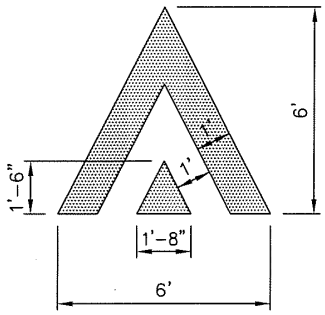
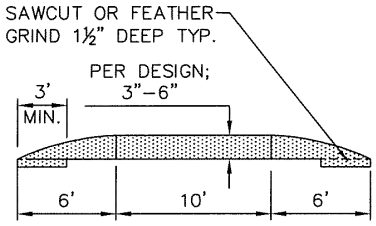
DRIVEWAY APPROACH WITH AMENTITY ZONE

FIG. 5-001

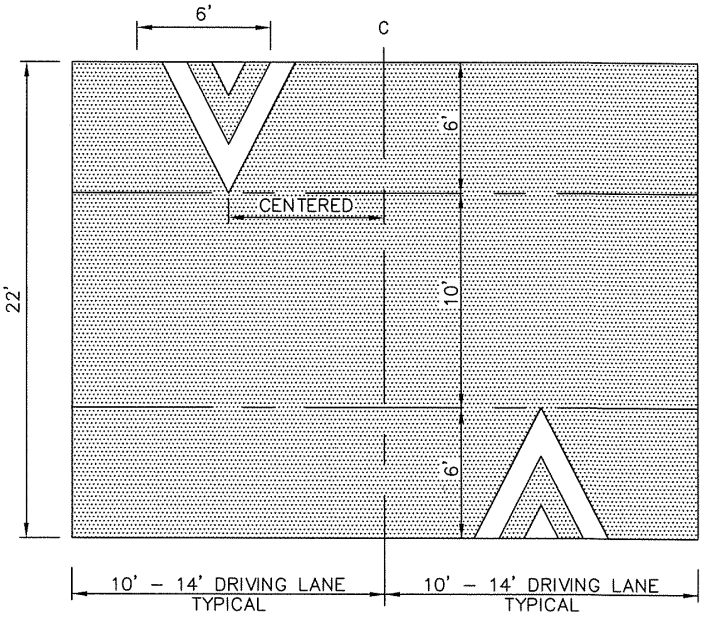
EXHIBIT C
2016 ROAD STANDARDS



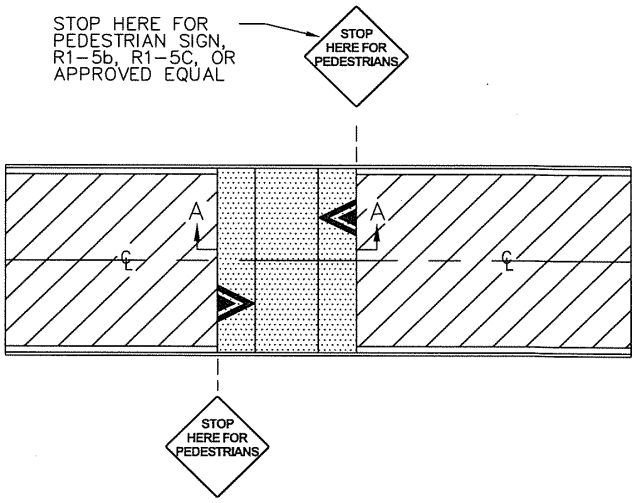
CHEVRON DETAIL



SECTION A–A



MARKING DETAIL



SPEED TABLE MARKING AND SIGNING

NOTES:

1. SAWCUT OR FEATHER GRIND TO KEY IN SPEED HUMP. SEE SECTION A–A.
2. SIGN LOCATIONS SHALL BE VERIFIED BY THE ENGINEER PRIOR TO INSTALLATION.
3. MATERIAL, COLOR, AND TEXTURE OF SPEED TABLE SHALL VARY FROM THE MATERIAL, COLOR, AND TEXTURE OF THE CROSSING VEHICLE LANES UNLESS OTHERWISE APPROVED BY CITY MANAGER.
4. SPEED HUMP CHEVRON MARKINGS ONLY REQUIRED IF ALTERNATIVE MATERIAL IS NOT USE FOR ELEVATED PORTIONS.
5. CROSSWALK STRIPING IS REQUIRED IF ALTERNATIVE MATERIAL IS NOT USED FOR ELEVATE PORTIONS
6. ADDITION PEDESTRIAN ACCOMMODATIONS, SUCH AS ADDITIONAL SIGNAGE AND/OR RECTANGULAR RAPID FLASHING BEACONS, MAY BE REQUIRE BY THE CITY
7. ADDITIONAL CATCH BASINS OR DRAINAGE CONSIDERATIONS MAY BE NEEDED TO ADDRESS SURFACE WATER PONDING AT THE SPEED TABLE LOCATION

CITY OF KENMORE
2016 ROAD STANDARDS
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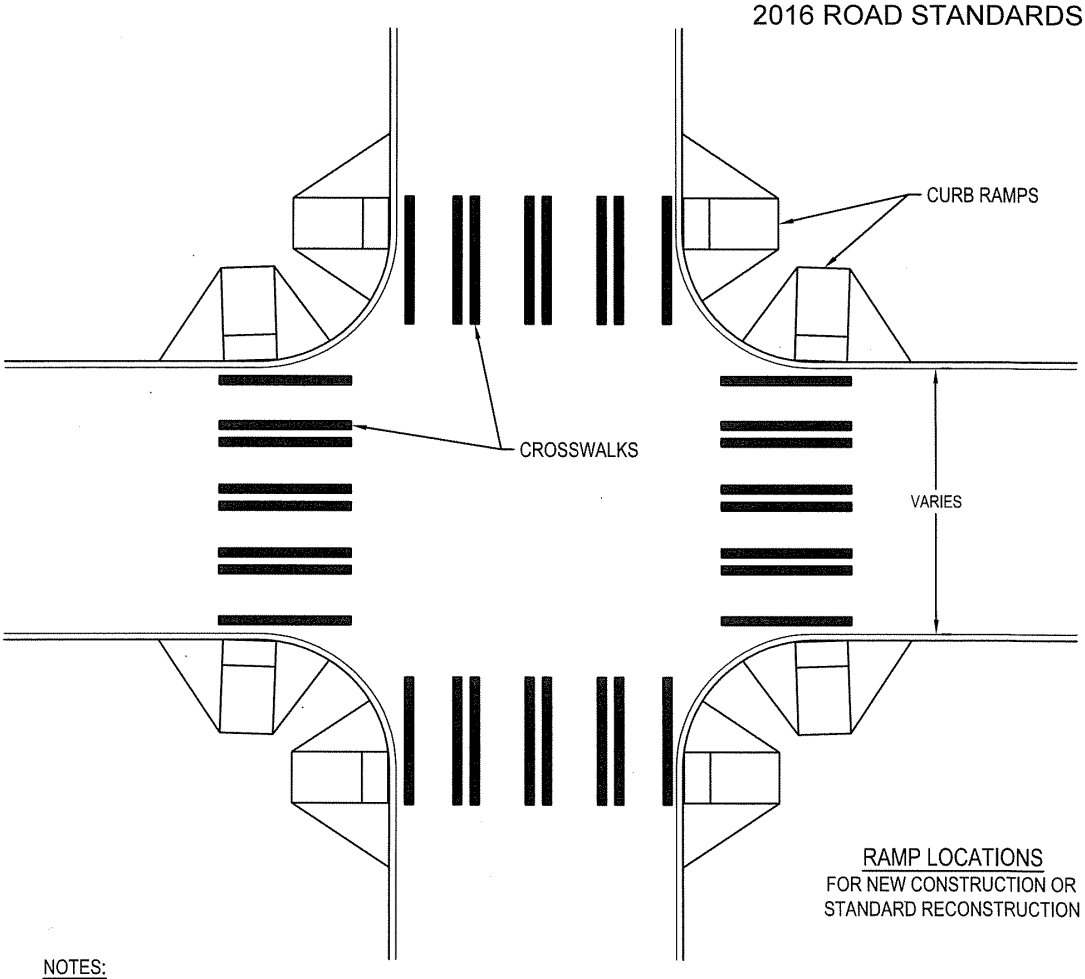
SPEED TABLE
(RAISED CROSSWALK)

FIG. 6-002

EXHIBIT C
2016 ROAD STANDARDS



NOTES:

1. CURB RAMP CONSTRUCTION MUST COMPLY WITH CURRENT ADA STANDARDS.
2. CONSTRUCT RAMP WITH A MINIMUM 1' CLEARANCE FROM FIXED OBJECTS SUCH AS HYDRANTS, POLES, INLETS, AND OTHER UTILITIES.
3. CONSTRUCT RAMP IN ACCORDANCE WITH SECTION 8.05 AND FIGURES 8-002 & 8-003.
4. CROSSWALKS ARE NOT ALWAYS MARKED.
5. WHEN RAMPS ARE CONSTRUCTED ON ONE SIDE OF STREET, RAMPS SHALL BE CONSTRUCTED AT CORRESPONDING LOCATIONS ON OPPOSITE SIDE OF STREET.
6. CROSSWALK SHALL INTERSECT AT THE CURB OR BEYOND - NOT IN THE STREET AREA.
7. IN ORDER TO PROVIDE SAFE STREETS FOR PEDESTRIANS, DRAINAGE STRUCTURES WILL BE REQUIRED TO MANAGE SURFACE WATER AT PAINTED/MARKED CROSSWALKS WHERE AFFECTED BY RUNOFF. SEE SECTION 8.05 FOR ADDITIONAL DIRECTION.

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2016 ROAD STANDARDS
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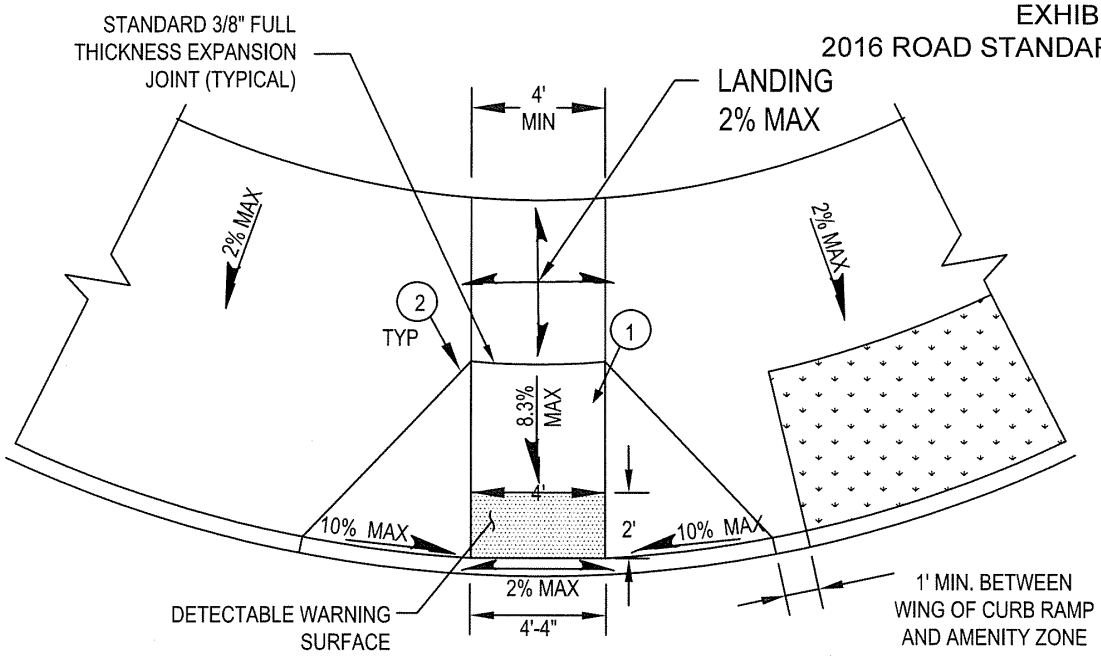
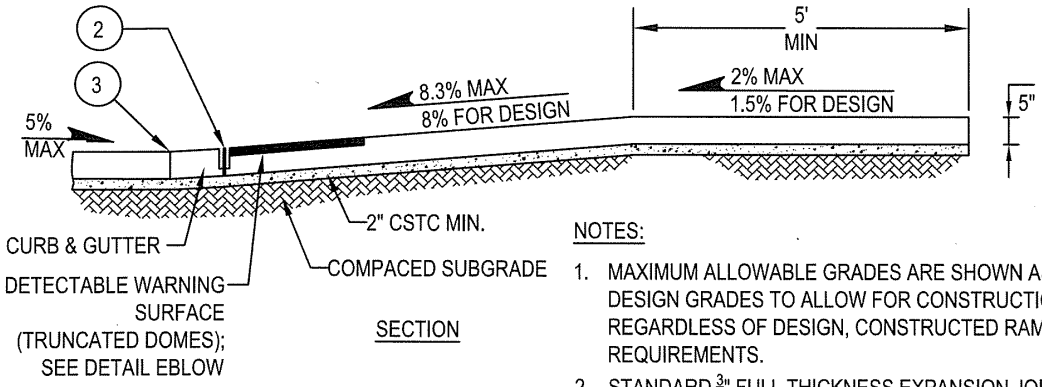
CURB RAMP PLACEMENT

FIG. 8-001

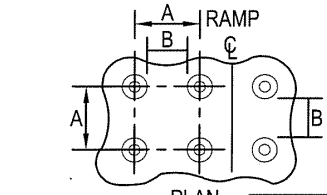
EXHIBIT C
2016 ROAD STANDARDS



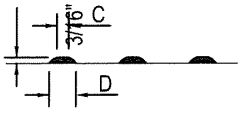
PLAN



SECTION



PLAN



ELEVATION

	MIN.	MAX.
A	1 5/8"	2 3/8"
B	5/8"	1 1/2"
C	7/16"	3/4"
D	7/8"	1 7/16"

DETECTABLE WARNING PATTERN DETAIL TRUNCATED DOMES
(SEE NOTES 6 & 7)

NOTES:

1. MAXIMUM ALLOWABLE GRADES ARE SHOWN AS WELL AS SUGGESTED DESIGN GRADES TO ALLOW FOR CONSTRUCTION TOLERANCES; REGARDLESS OF DESIGN, CONSTRUCTED RAMP MUST BE REQUIREMENTS.
2. STANDARD $\frac{3}{8}$" FULL THICKNESS EXPANSION JOINT (TYPICAL).FULL DEPTH EXPANSION JOINT
3. NO LIP AT GUTTER LINE. CURB SHALL BE FLUSH AT GUTTER LINE.
4. CURB RAMPS WILL BE POURED INTEGRAL WITH SIDEWALK AND SHALL BE ISOLATED BY EXPANSION JOINT MATERIAL ON ALL SIDES, BUT NOT AT END OF RAMP ADJACENT TO THE ROADWAY.
5. CATCH BASINS & INLETS SHALL BE INSTALLED A MINIMUM OF 12" FROM THE BASE OF CURB RAMP.
6. DETECTABLE WARNING PATTERN (TRUNCATED DOMES) SHALL BE FLUSH WITH RAMP TEXTURE +/- NO GREATER THAN $\frac{1}{4}$".
7. DETECTABLE WARNING SURFACE SHALL BE YELLOW UNLESS APPROVED BY THE CITY MANAGER
8. CONCRETE SHALL BE A MINIMUM OF 5" THICK .
9. CURB RAMPS MUST MEET CURRENT ADA REQUIREMENTS.
10. RAMP AND LANDING WIDTHS SHALL NOT INCLUDE EXPANSION JOINTS.

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2016 ROAD STANDARDS
PUBLIC WORKS DEPARTMENT
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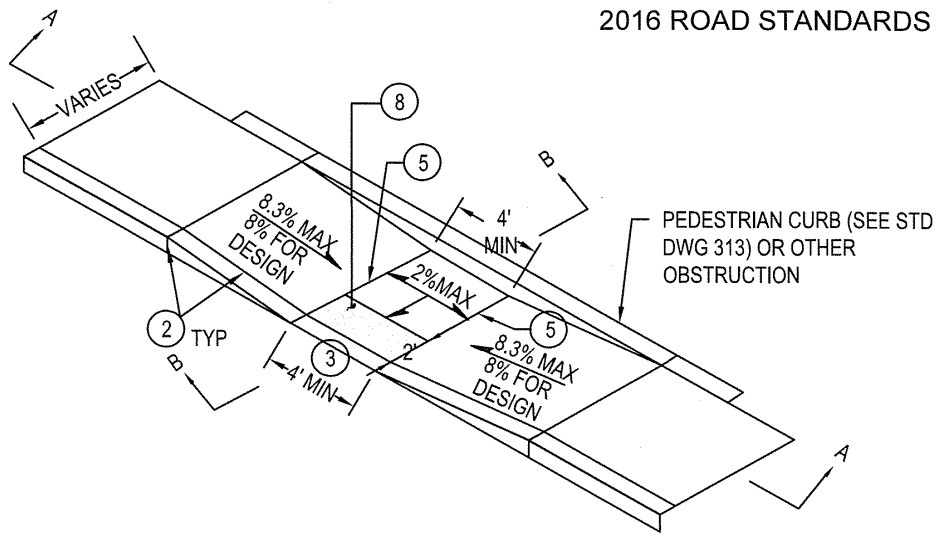
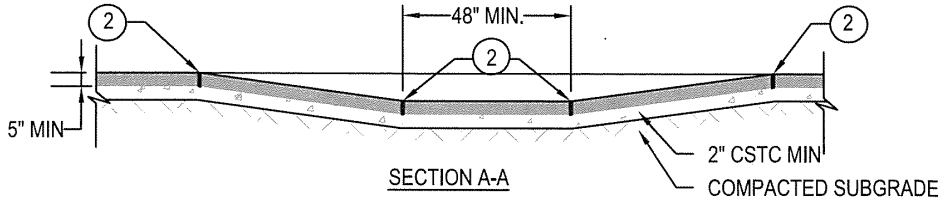
PERPENDICULAR CURB RAMP

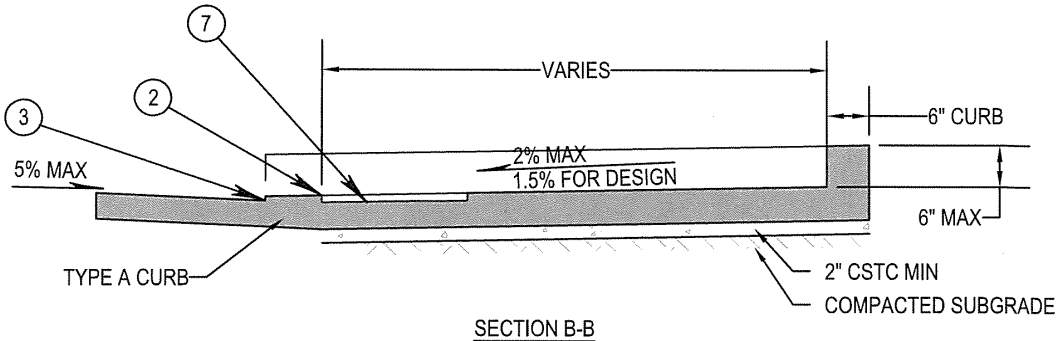
FIG. 8-002

EXHIBIT C
2016 ROAD STANDARDS





SECTION A-A



SECTION B-B

NOTES:

1. MAXIMUM ALLOWABLE GRADES ARE SHOWN AS WELL AS SUGGESTED DESIGN GRADES TO ALLOW FOR CONSTRUCTION TOLERANCES; REGARDLESS OF DESIGN, CONSTRUCTED RAMP MUST BE REQUIREMENTS.
2. $\frac{3}{8}$" EXPANSION JOINT (TYP). FULL DEPTH EXPANSION JOINT.
3. NO LIP AT GUTTER LINE. CURB SHALL BE FLUSH AT GUTTER LINE.
4. CURB RAMPS SHALL BE ISOLATED BY EXPANSION JOINT MATERIAL ON ALL SIDES
5. 3/4" RADIUS DUMMY JOINT
6. CATCH BASINS & INLETS SHALL BE INSTALLED A MINIMUM OF 12" FROM THE BASE OF CURB RAMP LANDING.
7. SEE FIGURE 8-002 FOR DETECTABLE WARNING PATTERN (TRUNCATED DOMES)
8. DETECTABLE WARNING PATTERN (TRUNCATED DOMES) SHALL BE FLUSH WITH RAMP TEXTURE +/- NO GREATER THAN $\frac{1}{4}$".
9. DETECTABLE WARNING SURFACE SHALL BE YELLOW UNLESS APPROVED BY THE CITY MANAGER
10. THE CURB RAMP MUST MEET CURRENT ADA REQUIREMENTS.
11. CONCRETE SHALL BE A MINIMUM OF 5" THICK.

CITY OF KENMORE
2016 ROAD STANDARDS
PUBLIC WORKS DEPARTMENT
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PARALLEL CURB RAMP

FIG. 8-003

EXHIBIT D

City Of Kenmore, Washington

Memorandum

Date: January 28, 2016

From: Zack Richardson, P.E.; City of Kenmore, Capital Project Manager

Subject: 2016 Road Standard Changes Since Previous Draft

The memo is intended to respond to public comments, and explain any changes made to the *City of Kenmore 2016 Road Standards* (Standards) since the previous draft which was presented to council at the Public Hearing on December 14, 2015.

Public Comments

Staff received two (2) public comments during the review of the draft Standards; a letter from DR Horton dated December 30, 2016 and public comment from a Mr. Shatto at the January 11, 2016 Council meeting which was reiterated in a letter dated January 19, 2016. The two concerns raised by the comments pertained to the removal of the 2-lot short plat exemption from frontage improvements and the revised definition of a flag lot frontage. Staff has reviewed the letters and comments along with our City Attorney and staff does not recommend any changes to the frontage improvement requirements in response to these comments.

The intent of removing the 2-lot exemption from frontage improvements, and redefining a flag lot frontage, were to ensure that the City does not end up with fully developed section of road which does not include pedestrian improvements. Staff believes that the current recommendations best reflect previous council direction which has been provided through the Council Goals as well as individual policy discussions during development of the updated Standards. The impacts for such improvements can be clearly justified and are directly proportional to the size of lot and therefore staff do not recommend changing the requirements for frontage improvements.

While staff do not recommend any changes to the frontage improvement requirements, it was recognized that the Standards cannot possibly account for all of the unique circumstances that exist within the City. Accordingly, some additional text was added to Section 1.06 as item "J" to state that the requirements may be adjusted for unique circumstances; see full text of 1.06.J in the changes summary below. For unique circumstances where application of the full standard may not be appropriate, the City Manager (or his designee) can now reduce the frontage improvement requirements.

Summary of Changes

Section 1.06.I – Staff recognized that frontage improvements may be a barrier to the redevelopment of historically significant site. After researching several other local municipalities, it appears that an exemption from certain code requirements for re-development of historical sites was relatively standard. Accordingly, staff added item "I" to section 1.06:

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EXHIBIT D

City Of Kenmore, Washington

Memorandum

I. *Adaptive re-use projects, which involve sites or buildings identified as a Local Landmark per KMC Chapter 2.20, a King County Landmark per the King County Historic Preservation Program, or an Historic Place per the National Register of Historic Places, shall not be required to provide improvements that fully comply with the requirements of Section 1.06; provided that:*
    1. *All projects must still provide safe and adequate access for all users as determined by the City Manager.*
    2. *Projects which include new buildings or expansion of an existing building shall not be considered an 'adaptive re-use project' within the Standards.*

Section 1.06.J – After reviewing the public comments, staff recognized the Standards could not possibly account for all situations for which frontage improvement should be required. Accordingly, item "J" was added to section 1.06 to allow for greater flexibility in unique circumstances:

J. *Recognizing that the City is a partially built environment which was developed under several different requirements, the City Manager may modify the frontage improvement and/or fee-in-lieu requirements, taking into account constitutional provisions, statutory provisions and court case principles, as well as the development proposal and the conditions of existing site, buildings, and/or adjacent property.*

Figure 2.1: Downtown Improvements Map – After receiving council feedback about this figure being difficult for some people to see and interpret, the figure was revised to include varying line types in addition to the color differentiation. This should provide a pattern for some of the lines so that they can be distinguished by shape as well as color.

Table 6.1: Residential Access Roads – After further investigation stemming from direction given at the previous public hearing for the Standards (12/14/2016), the design speed for residential collectors (providing access to 50 lots or more) was lower from 35 mph to 30 mph. Direction from council was to look into lowering the design speed of these types of roadways to benefit pedestrians safety but staff believe that most roads constructed to serve this many resident should be design for no less than 30 mph. Accordingly, the design speed for residential collectors was lowered to 30 mph; design speed for all other roadway remained the same.

Figure 5-001: Driveway Approach with Amenity Zone - Driveway wings were missing from this detail, which could result in continuous erosion/sedimentation issues at the depressed portion of driveway. Accordingly, the figure was updated to include driveway wings; the wings fall within the amenity zone so that the pedestrian path remains unaltered.

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City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: A Regional Coalition for Housing (ARCH) 2016 Administrative Budget and Work Program	For Council Meeting Agenda of: 8 February 2016 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager Initial & Date Approved by Department Head: NKO 28 Jan 2016 Approved by City Attorney: _____ Approved by Finance Director: 1/29/16 Approved by City Manager: RYK
Proposed Council Action/Motion: Motion to Approve the ARCH 2016 Administrative Budget and Work Program	Exhibits/Attachments: 1. 2016 ARCH Administrative Budget and Work Program

Expenditure Required $27,519 | Amount Budgeted $52,685 for 2015-2016 | Appropriation Required $

INFORMATION/BACKGROUND:

A Regional Coalition for Housing (ARCH) is comprised of fifteen East King County cities and King County. Through the technical assistance to its members on housing policy and plan development, combined with ARCH Housing Trust Fund investments, ARCH helps local jurisdictions meet the obligations of the Growth Management Act to provide for housing opportunities that are affordable to a wide range of incomes. The City of Kenmore approved an Amended and Restated Interlocal Agreement with ARCH in March 2010 (Contract No. 10-C866).

Under the terms of the ARCH Interlocal Agreement, each member jurisdiction must annually approve the ARCH Administrative Budget. Each member jurisdiction contributes annually to ARCH to provide administrative and technical support for the organization's housing activities. The ARCH Executive Board has approved the Administrative Budget (see Attachment) and has forwarded it to members for approval. This year's ARCH proposed administrative budget is $652,930, an increase of 3.02% from the 2015 approved budget. Kenmore's share of the ARCH Administrative Budget is $27,519, which is a 3% increase from the 2015 share of $26,713.

Under the terms of the ARCH Interlocal Agreement, each member jurisdiction must annually approve the ARCH Work Program. The ARCH Executive Board has approved the 2015 Work Program (see Attachment) and forwarded to the members for approval.

Staff recommends Council approval of the ARCH 2016 Administrative Budget and Work Program.

FISCAL CONSIDERATION:

The total Kenmore share of ARCH administrative costs for 2015-2016 is $54,232, which is $1547 over the amount budgeted in the General Fund for 2015-2016.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Consistent with ARCH Interlocal Agreement and 2015-2016 Budget.

ATTACHMENT
1

2016 ARCH Administrative Budget

12/10/2015

I. ANNUAL OPERATING EXPENSES

Item	2015 Budget	2016 Budget	Change Budget	Percent Change
Staffing *				
Sub-total	$ 580,799	$ 598,055	$ 17,256	3%
Rent	$ 22,248	$ 23,000	$ 752	3%
Utlities	Incl^	Incl^	Incl^	Incl^
Telephone	$ 3,395	$ 4,375	$ 980	29%
Operating				
Travel/Training	$ 2,000	$ 2,000	$ -	0%
Auto Mileage	$ 3,150	$ 3,000	$ (150)	-5%
Copier Costs	$ 2,000	$ 2,000	$ -	0%
Office Supplies	$ 2,348	$ 2,550	$ 202	9%
Office Equipment Service	$ 1,500	$ 1,850	$ 350	23%
Fax/Postage	$ 1,200	$ 935	$ (265)	-22%
Periodical/Membership	$ 3,700	$ 3,700	$ -	0%
Misc. (e.g. events,etc.)	$ 1,680	$ 1,680	$ -	0%
Insurance	$ 9,135	$ 9,135	$ -	0%
Reorganization Admin	$ 650	$ 650	$ -	0%
Sub-total	$ 27,363	$ 27,500	$ 137	1%
TOTAL	$ 633,805	$ 652,930	$ 19,125	3.02%

* Actual salary increases based on Bellevue's approved Cost of Living Adjustment

II. ARCH ADMINISTRATIVE BUDGET: RESOURCE DISTRIBUTION

A. Cash Contributions	2015	2016	Change
Bellevue	$ -	$ 5,530	$ 5,530
Bothell	$ 52,732	$ 54,323	$ 1,591
Issaquah	$ 40,543	$ 41,766	$ 1,223
King County	$ 43,466	$ 44,778	$ 1,312
Kirkland	$ 103,129	$ 106,241	$ 3,112
Mercer Island	$ 29,882	$ 30,784	$ 902
Newcastle	$ 13,426	$ 13,831	$ 405
Redmond	$ 70,461	$ 72,587	$ 2,126
Woodinville	$ 13,868	$ 14,286	$ 418
Beaux Arts Village	$ 1,569	$ 1,616	$ 47
Clyde Hill	$ 3,760	$ 3,873	$ 113
Hunts Point	$ 1,569	$ 1,616	$ 47
Medina	$ 3,785	$ 3,899	$ 114
Yarrow Point	$ 1,569	$ 1,616	$ 47
Sammamish	$ 60,644	$ 62,474	$ 1,830
Kenmore	$ 26,713	$ 27,519	$ 806
Other	$ -		$ -
TOTAL	$ 467,116	$ 486,741	$ 19,625.21

B. In-Kind Contributions	2015	2016	Change
Bellevue	$ 166,688	$ 166,188	$ (500)
TOTAL	$ -	$ 166,188	$ (500)

C. Total Contributions *	2015	2016	Change	Percent Change
Bellevue	$ 166,688	$ 171,718	$ 5,030	3.0%
Bothell	$ 52,732	$ 54,323	$ 1,591	3.0%
Issaquah	$ 40,543	$ 41,766	$ 1,223	3.0%
King County	$ 43,466	$ 44,778	$ 1,312	3.0%
Kirkland	$ 103,129	$ 106,241	$ 3,112	3.0%
Mercer Island	$ 29,882	$ 30,784	$ 902	3.0%
Newcastle	$ 13,426	$ 13,831	$ 405	3.0%
Redmond	$ 70,461	$ 72,587	$ 2,126	3.0%
Woodinville	$ 13,868	$ 14,286	$ 418	3.0%
Beaux Arts Village	$ 1,569	$ 1,616	$ 47	3.0%
Clyde Hill	$ 3,760	$ 3,873	$ 113	3.0%
Hunts Point	$ 1,569	$ 1,616	$ 47	3.0%
Medina	$ 3,785	$ 3,899	$ 114	3.0%
Yarrow Point	$ 1,569	$ 1,616	$ 47	3.0%
Sammamish	$ 60,644	$ 62,474	$ 1,830	3.0%
Kenmore	$ 26,713	$ 27,519	$ 806	3.0%
Other	$ -		$ -	
TOTAL	$ 633,804	$ 652,929	$ 19,124.60	3.0%
TOTAL COSTS	$ 633,804	$ 652,930	$ 19,125.97	3.0%

Final 12-10-15

ARCH WORK PROGRAM: 2016

I. PROJECT ASSISTANCE

A. Oversight of Local Monetary Assistance

ARCH Trust Fund. Review applications and make recommendations for requests of local monetary funds through the ARCH Housing Trust Fund process. Includes helping to coordinate the application process and use of funds for various programs.

Objective: Allocation of $1,000,000 or more through the ARCH Housing Trust Fund Process, and create or preserve a minimum of 50 units.

For the 'Parity Program', provide updated annual information to members, and achieve the base line goal for levels of direct assistance. Evaluate the appropriateness of updating goals under the Parity Program

Provide a variety of types of affordable housing and that meet other funding priorities as specified in the ARCH Trust Fund Criteria.

Centralized Trust Fund System. Monitor centralized trust fund process including:

- Produce regular monitoring reports for the ARCH Trust Fund account.
- Work with Administrating Agency (Bellevue) to prepare contracts and distribute funds for awarded projects.
- Monitor funded projects including evaluating performance and tracking loan payments. Includes monitoring for long term sustainability of previously funded projects and working with other funders in the initial overall review, and any follow up evaluation of individual projects.

Objective: Monitor ongoing financial activities of the ARCH Trust Fund account and provide updated information to members.

Develop sustainable strategies for the HTF to meet local housing goals and preserve publicly assisted affordable housing.

King County / State Funding Programs. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, etc.) and State (Tax Credit, DOC) funds. Includes providing input to the King County Home Consortium on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.

Objective: In consultation with County, local staff and housing providers, seek to have funds allocated on a countywide basis by the County and State allocated proportionately throughout the County including the ARCH Sphere of Influence.

B. Special Initiatives This includes a range of activities where ARCH staff assist local staff with specific projects. Activities can range from feasibility analysis, assisting with requests for

proposals, to preparation of legal documents (e.g. contracts, covenants). Following are either existing initiatives or initiatives likely to emerge:

ARCH Trust Fund: Dedicated Funding Source. Continue work that began in 2014 to explore and evaluate the feasibility of a dedicated funding source to supplement general fund contributions for the ARCH Trust Fund. Work in 2016 is expected to focus on working with council to develop a recommendation, work on state legislature to expand tools available to cities, potentially updating Parity goals and as applicable, assisting individual members with developing approaches to achieving the updated goals.

Surplus Property/Underdeveloped Property. Assist as needed member cities' evaluation of potentially surplus public property or underutilized private property (e.g. faith community properties) for suitability of affordable housing. Currently identified opportunities include:

- Continue to explore opportunities for catalyst projects in transit oriented neighborhoods such as Bel-Red, Overlake and central Mercer Island that include affordable housing and other features that help implement neighborhood plan objectives. This includes efforts to identify one or two properties that would be appropriate for the REDI Fund.
- Continue to assist Sammamish and Redmond with coordinating construction of affordable housing on their surplus city sites. Facilitate a conversation among members and potential development groups regarding range of potential site opportunities (public and private) and as needed potentially strategizing or prioritizing how to proceed.

Winter Shelter. Support efforts by Eastside Human Services Forum, EHAC and cities to develop an East King county sub-regional strategic approach to winter shelter and related services for homeless adults and families. In 2016 expected work will include for the men's shelter identifying a site; finalizing concept and design, potentially including some permanent housing; securing funding; and community outreach. For the women/family shelter clarifying the operational/ownership structure, identifying a site and possibly begin securing funding. .

Objective: Identify one or more specific sites in East King County to be made available for housing and member jurisdictions to develop a long term strategy for addressing winter shelter for homeless persons and families.

Eastside Homebuyer Program.
Continue working with Washington State Housing Finance Commission to implement the third phase of the House Key Plus ARCH Down Payment Assistance Program. Include a program assessment and potential refinements of program to respond to current market conditions. As part of this assessment explore with King County and other jurisdictions overall approaches to providing affordable ownership housing.

Objective: Maintain operation of the Homebuyer Assistance Program and implement updates.

HUD Assisted Housing. Continue to monitor and actively pursue efforts to preserve existing HUD assisted affordable housing. .

Objective: Preserve existing federally assisted affordable housing in East King County and prevent from converting to market rate housing.

II. HOUSING POLICY PLANNING

Work items in this section fall into the following basic areas of activity:

- Work with individual members on local planning efforts.
- Efforts coordinated through ARCH that benefits multiple members of ARCH.
- Track legislation that increases tools available to cities to create affordable housing.
- Participation in regional workgroups that impact local housing efforts.

A. Local Planning Activities

Housing Background Information. On an annual basis, ARCH will continue to provide updated housing data information as available. This updated housing information is available to members and will be incorporated into ARCH education fliers and Housing 101 report. 2016 includes an ARCH Housing Recognition Awards event.

Objective: On a regular basis, conduct education sessions for new local officials and staffs on local housing conditions and programs, and hold annual discussion with member councils on recent housing trends and efforts.

Continue to keep member jurisdictions and the broader community aware of local housing conditions to assist in their efforts to evaluate current and future efforts to meet local housing objectives. Include research on recent housing trends, and responses to these trends.

Housing Elements / Housing Strategy Plans. Over the past year, ARCH staff assisted a number of members with completing updates to the Housing Element of their Comprehensive Plans. Housing Elements of a number of members include a policy to prepare a Housing Strategy Plan to identify and prioritize strategies to implement Housing Element policies. In 2016, ARCH staff anticipates assisting a number of members with developing local Strategy Plans.

Objective: Assist with preparation of Housing Strategy plans for members that include such a policy in their Housing Element.

Accessory Dwelling Units (ADUs). Several ARCH members have expressed interest in evaluating current ADU regulations and explore other ways to increase availability of ADUs. ARCH staff will assist with convening interested ARCH member cities to evaluate existing ADU regulations and other related issues (e.g. permitting costs, community awareness) that could impact creation of ADUs.

Planning Efforts Related to Homelessness. Several ARCH members have expressed interest in evaluating local procedures and potentially exploring more collaborative approaches to addressing issues related to local homeless needs. ARCH staff will assist local staff in researching and as needed convening joint work in this area.

Impact Fee Waivers. In response to revisions of state law allowing impact fee waivers for affordable housing, support as needed ARCH member cities' review and adoption of local legislation to implement state authority to grant impact fee waivers.

Local Housing Efforts. ARCH staff will continue to assist local staffs in local efforts to update land use, zoning and other codes in order to implement Comprehensive Plan policies. Following are specifically identified areas that ARCH will assist local staff.

Objective: Assist local staff with completion of the following updates of local codes and specific plans:

Bellevue

Assist City with a Housing Strategy Plan.

Assist City staff with implementing administrative procedures for the Bel-Red land use incentive program and citywide Multifamily Tax Exemption program.

Assist in identifying opportunities for affordable housing and implementation of affordable housing strategies in identified East Link corridors and station areas where transit oriented housing and mixed income housing development is an important component of the initial planning work.

Assist in innovative housing ordinance for NB properties within the Newport Hills Commercial Center.

Assist in Neighborhood Subarea Planning to consider more affordable housing types on a neighborhood-by-neighborhood basis, such as small lot neighborhood infill and detached accessory dwelling units

Assist in downtown housing incentives if recommended by the downtown livability plan

Assist in the Wilburton Plan related housing work

Explore affordable housing opportunities in the Eastgate Corridor Plan

Bothell

Assist city with updating its adopted Housing Strategy Plan.

Assist city with evaluating and potentially implementing affordable housing provisions related to zoning and code amendments such as in the Nike Hill and South Riverside plan areas.

Assist city staff with work related to affordable housing component of the city's LIFT program in their downtown areas. Includes assisting with any reporting requirements and potentially exploring additional opportunities for affordable housing on city owned properties in the downtown revitalization area.

Assist city staff with evaluating the updated state legislation regarding impact fee waivers for affordable housing, and explore potential revisions to local regulations related to impact fee waivers for affordable housing.

Clyde Hill

Assist City with rental of City's affordable rental unit.

Issaquah

Assist City with a Housing Strategy Plan.

Continue work with City staff to implement development standards and regulations related to the housing policies adopted in the Central Issaquah Plan and Central Issaquah Standards.

As needed, assist City staff with administration of the affordable housing provisions of the Lakeside and Rowley development agreements; initiate conversations regarding potential development parcels for affordable housing in the Rowley development area.

Monitor the implementation of any remaining portions of the Issaquah Highlands affordable housing development agreement such as:

- preserving the land use intention of Issaquah Highlands Parcel D.
- assisting City staff in implementation of the sale of and covenant for the zHome affordable unit.

Assist City staff in preparing the annual Affordable Housing Report Card/Analysis.

Hold workshop for Council regarding status of affordable housing in Issaquah and available tools.

Assist City staff in the development of Talus, Parcel 9, sustainability project, including project scope, RFQ and developer selection.

Assist with evaluating and strategizing sequencing potential projects/ opportunities such as those near transit facilities.

Kenmore

Assist City with a Housing Strategy Plan

Assist staff with assessing and potentially updating impact fee waiver regulation.

Continue to assist with completing administrative procedures, monitoring and reporting compliance for the multi-family tax-exemption program in the downtown (currently the Spencer 68 project).

Continue to assist with technical questions and negotiating agreements where affordable housing is proposed including the TOD overlay.

Kirkland

Assist City with an update to their Housing Strategy Plan.

Assist with the implementation of at least one high priority item identified in the updated Housing Strategy Plan.

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations and/or using the optional multifamily tax exemption program.

Assist City staff with housing issues that come before Council Planning and Economic Development Committee and resulting initiatives.

Assist City staff with affordable housing preservation efforts and initiatives.

Mercer Island

Assist City with a Housing Strategy Plan.

Assist staff with Town Center code revisions as they pertain to affordable housing.

As needed, assist City staff with administering affordable housing provisions associated with the land use incentive and tax exemption programs for Town Center.

Provide project support for Town Center development projects that include affordable housing.

Newcastle

Assist City with a Housing Strategy Plan.

Assist with agreements for any project that would include an affordable housing requirement, including those related to the Community Business Center.

Assist staff with outreach effort related to ADUs.

Redmond

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations.

Continue to assist staff with coordinating the development of the Providence John Gabriel House project for senior affordable housing in Downtown. (See Special Initiatives).

Assist with developing an affordable housing strategy for the Marymoor Subarea as a follow-up action to the adoption of the Southeast Redmond Neighborhood Plan.

Assist with the implementation of other high priority items identified in the Strategic Housing Plan, such as encouraging public/private partnerships to promote the development of affordable housing in urban centers.

Assist with pursuit of creative ways to implement the provisions for affordable housing in projects such as the Group Health and Limited Edition Development

Agreements in Overlake; including exploring ways to leverage other resources.

Assist with the promotion of affordable housing and other programs available to Redmond residents and developers, e.g., Accessory Dwelling Units (ADUs) (see above).

Assist with carrying out implementation strategies that result from the investigation of emerging housing markets and East Link Corridor housing strategies as described below under regional issues.

Assist City staff and Council with evaluating and, if appropriate, implementing a tax incentive program for affordable housing, as allowed under RCW 84.14.

As follow up to City's adoption of Section 8 anti-discrimination ordinance, assist with education outreach effort to landlords regarding Section 8 program. Potentially do in cooperation with other jurisdictions.

Sammamish

Assist City with an update to their Housing Strategy Plan.

Assist City staff with development and implementation for site donated to Habitat (see special initiatives).

Evaluate Strategy Plan to assess if work should commence on any priority strategies (e.g. Senior Housing opportunities).

Assist City staff with implementation of Town Center affordable housing provisions

Woodinville

Assist City staff with a Housing Strategy Plan.

Assist with review and any update of affordable housing and accessory dwelling unit programs and regulations.

Assist City staff and Planning Commission with evaluating and developing incentives for affordable housing as provided for in the Downtown/Little Bear Creek Master Plan area.

Yarrow Point

Assist Planning Commission and Council with a review and potential update of current ADU regulations, and assist with effort to increase public awareness of local provisions.

King County See Regional/Planning Activities below.

Ongoing monitoring of affordable housing in the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements.

General Assistance. In the past, there have been numerous situations where members have

had requests for support on issues not explicitly listed in the Work Program. Requests range from technical clarifications, to assisting with negotiating agreements for specific development proposals, to more substantial assistance on unforeseen planning initiatives. ARCH sees this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

B. Regional/Countywide Planning Activities

PSRC – Growing Transit Communities (GTC)). PSRC in a partnership with public and private agencies from the Central Puget Sound region with a HUD Sustainable Communities Planning Grant completed a regional GTC strategy plan. Several ARCH members and ARCH are participating in follow up efforts coordinated by the GTC Advisory Committee. ARCH staff will assist member jurisdictions to evaluate and implement GTC strategies relevant to their respective communities. Some specific activities for individual members are described above in the Local Housing Efforts section. One general activity is the REDI Fund land loan program which ARCH will continue to assist with the ongoing oversite and administration. Another general area of activity could be to assist member cities with familiarizing the development community about local housing incentives available in their communities.

Countywide Planning Policies (CPP) for Affordable Housing. The Growth Management Planning Council adopted updated CPPs for housing. This also included several follow up work program items to begin implementation of some of the policies. ARCH staff will assist the regional work group on these follow up work program items (e.g. identifying and collecting key regional data for monitoring progress).

Legislative Items. ARCH staff will track state and federal legislative items that relate to affordable housing that could impact members' ability to address affordable housing. As needed, staff will report back to the Executive Board and members, and when directed coordinate with other organizations (e.g. AWC, Prosperity Partnership, WLIHA) to contact legislators regarding proposed legislation.

All Home (formally the Committee to End Homelessness)/ Eastside Homeless Advisory Committee (EHAC). Anticipated work of the CEH in the coming year includes continued coordinated allocation of resources, and initiating several specific initiatives (e.g. shelters, addressing homelessness for veterans, coordinated entry and assessment for all populations, families realignment process (e.g. conversion of transitional housing to permanent housing units at Hopelink properties), diversify service interventions available to youth and young adults, legislative advocacy on issues impacting housing and homelessness, and system-wide analytics and projections). Role for ARCH staff is expected to include participating in the All Home Funders group and its efforts to coordinate funding, and inform ARCH members and the general public of All Home/EHAC activities. Also continue to participate in efforts to implement homeless efforts within East King County through EHAC, including longer term solutions for winter shelters in East King County (see Special Initiatives).

Objective: Keep member jurisdictions informed of significant regional issues and pending legislation that could affect providing housing in East King County.

Ensure that perspectives of communities in East King County are addressed in regional housing activities, including All Home and Growing Transit Communities.

Have one or more specific local programs initiated as part of the All Home Community Strategic Plan.

III. HOUSING PROGRAM IMPLEMENTATION

Monitoring Affordable Rental Housing. Administer ongoing compliance of affordability requirements. This includes affordable rental housing created through direct assistance (e.g. Trust Fund allocation, land donations) from member jurisdictions, and through land use incentives. Some Trust Fund projects also require monitoring of project cash flow related to loans made by jurisdictions to projects (see I. Project Assistance). An objective in 2016 is for the ARCH Executive Board to review long term staffing needs for ARCH in general and in particular for ongoing program administration. .

Objective: Ensure projects are in compliance with affordability requirements which involve collecting annual reports from projects, screening information for compliance, and preparing summary reports for local staffs. To the extent possible this work shall:

- Minimize efforts by both owners and public jurisdictions.
- Coordinate ARCH's monitoring efforts with efforts by other funding sources such as using shared monitoring reports.
- Utilize similar documents and methods for monitoring developments throughout East King County.
- Establish working relationship with other public organizations that can help assess how well properties are maintained and operated (e.g. code compliance, police, and schools).

Monitoring Affordable Ownership Housing. As more price restricted homes are created, monitoring of affordable ownership housing created through local land use regulations is becoming of increased importance. In addition, will continue to monitor general trends with ownership units, enforcement of covenant provisions (e.g. leasing homes, foreclosure), and as necessary evaluate and if warranted, complete revisions to the ownership covenants. This effort will include convening member planning and legal staff to review potential revisions, consulting with King County and other local ownership programs, and seeking approval from Secondary Market lenders (e.g. FHA, Fannie Mae) of any potential revisions. Also continue to maintain a list of households potentially interested in affordable ownership housing.

Objective: Oversee resale of affordable ownership homes. Address issues related to ongoing compliance with program requirements (e.g. leasing homes, foreclosures).

Complete revisions to the affordability covenant and administrative procedures to better protect against potential loss of long term affordability.

Information for Public on Affordable Housing. Maintain lists of affordable housing in East King County (rental and ownership), and making that available as needed to people looking for affordable housing.

Objective: Maximize awareness of affordable housing opportunities in East King County through the ARCH web site, public flyers and other means to assist persons

looking for affordable housing.

Relocation Plans. Assist as necessary with preparing relocation plans and coordinate monitoring procedures for developments required to prepare relocation plans pursuant to local or state funding or regulatory requirements.

Objective: Maximize efforts to ensure that existing households are not unreasonably displaced as a result of the financing or development of new or existing housing.

IV. SUPPORT/EDUCATION/ADMINISTRATIVE ACTIVITIES

Education/Outreach. Education efforts should tie into efforts related to public outreach/input on regional housing issues (see Local Planning Activities). However, much of ARCH's outreach/education work will occur through work with individual members on local housing efforts. As part of Housing 101, in addition to the Housing 101 workbook and related brochures, conduct some type of specific education event. In 2016, Housing 101 will entail a more public event such as the Community Recognition Awards and potentially working with local schools to create photo essays on affordable housing to be exhibited in local public locations. Will also look at some type of tour or other event in late spring to correspond with council discussions related to the ARCH Housing Trust Fund

Objective: Develop education tools to inform councils, staffs and the broader community of current housing conditions, and of successful efforts achieved in recent years.

Be a resource for members to assist with outreach and education activities on affordable housing associated with local planning efforts.

Conduct specific education events for ARCH member staff, commissioners and council members.

Create outreach tools/efforts that inform the broader community of affordable housing resources available to residents.

ARCH Web Site. Update on a regular basis information on the ARCH website, including information related to senior housing opportunities. Add new section to the website that provides more details and administrative materials for affordable incentive programs available through ARCH members and fair housing information. Add a new page to the website that provides a quarterly update on a timely topic, and disperse information to member councils and staffs.

Objective: Maintain the ARCH web site and update the community outreach portion by incorporating information from Housing 101 East King County, as well as updated annual information, and links to other sites with relevant housing information (e.g. All Home, HDC).

Make presentations, including housing tours, to at least 10 community organizations.

Media coverage on at least six topics related to affordable housing in East King

County related to work done by Cities/ARCH and articles in local city newsletters.

Advice to Interested Groups. Provide short-term technical assistance to community groups, faith communities and developers interested in community housing efforts. Meet with groups and provide suggestions on ways they could become more involved. In 2016, undertake an effort to educate realtors about local Affordable Ownership program.

Objective: Increase awareness of existing funding programs by potential users.

Increase opportunities for private developers and Realtors working in partnership with local communities on innovative/affordable housing.

Assist community based groups who want to provide housing information to the broader community by assisting with preparing background information.

Administrative Procedures. Maintain administrative procedures that efficiently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Prepare quarterly budget performance and work program progress reports, including Trust Fund monitoring reports. Prepare the Annual Budget and Work Program. Work with Executive Board to develop multi-year strategy for the ARCH Administrative Budget. Staff the Executive and Citizen Advisory Boards. Continue to inquire among cities within the ARCH Sphere of Influence that are not members of ARCH (e.g. Snoqualmie Valley cities) potential interest in becoming a member of ARCH.

Objective: Maintain a cost effective administrative budget for ARCH, and keep expenses within budget. Administrative costs should be equitably allocated among ARCH's members.

Maintain membership on the ARCH Citizen Advisory Board that includes broad geographic representation and a wide range of housing and community perspectives.

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Resolution No. 16-272 authorizing execution of documents necessary to fund housing projects recommended by A Regional Coalition for Housing (ARCH) Executive Board	For Council Meeting Agenda of: 8 February 2016 Department: Executive Prepared by: Nancy Ousley, Assistant City Manager Initial & Date Approved by Department Head: NKO 28 Jan 2016 Approved by City Attorney: Approved by Finance Director: 1/29/16 Approved by City Manager: RDK
Proposed Council Action/Motion: Approve Resolution No. 16-272	Exhibits/Attachments: 1. Resolution No. 16-272 with Exhibit A, Dec. 22, 2015 Memo from ARCH Executive Board RE: Fall 2015 Housing Trust Fund Recommendation

Expenditure Required $0 **Amount Budgeted** $60,000 for 2015-2016 **Appropriation Required** $ N/A

INFORMATION/BACKGROUND:

Pursuant to the Amended and Restated Interlocal Agreement with ARCH, which was approved by the Kenmore City Council in 2010 (Contract No. 10-C866), the City of Bellevue keeps in trust and administers the accumulated funds annually set aside for the Housing Trust Fund by the City of Kenmore.

The ARCH Executive Board Fall 2015 Housing Trust Fund recommendation (see Exhibit A of Attachment 1) includes funding for two projects, for a total of $667,571. The actual funding amount for the projects will depend on final action by the member jurisdiction City Councils. The requested funding contribution from the City of Kenmore's Trust Fund contributions is $15,000 for Imagine Housing's Totem Lake Phase 2 Senior Apartments project. Staff recommends Council approval of Resolution No. 16-272, providing authorization for the duly appointed administering agency (City of Bellevue) to execute all documents necessary to enter into an agreement for the funding of an affordable housing project in the amount of $15,000 as recommended by the ARCH Executive Board, utilizing funds from the City's Housing Trust Fund contributions.

This action has no budgetary impact as the funds have already been budgeted and contributed. The City's Housing Trust Fund cash balance at the end of 2015 is $74,317. This does not count the $30,000 contribution for 2016 as included in the adopted 2015-2016 City of Kenmore Budget.

FISCAL CONSIDERATION:

The City of Kenmore 2015-2016 Budget includes $60,000 in the General Fund as a commitment to the ARCH Housing Trust Fund.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Consistent with ARCH Interlocal Agreement (Contract No. 10-C866) and City of Kenmore 2015-2016 Budget.

ATTACHMENT
1

CITY OF KENMORE, WASHINGTON

RESOLUTION NO. 16-272

A RESOLUTION authorizing the duly-appointed Administering agency for ARCH to execute all documents necessary to enter into Agreements for the funding of affordable housing projects, as recommended by the ARCH Executive Board, utilizing funds from the City's Housing Trust Fund.

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Kenmore participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, the City Council has approved Contract No. 10-866 approving the Amended and Restated Interlocal Agreement for ARCH; and

WHEREAS, the City Council desires to use from City funds as designated below to finance the project recommended by the ARCH Executive Board; now, therefore,

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

Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH to execute all documents and take all necessary actions to enter into Agreements on behalf of the City to fund Imagine Housing's Totem Lake (Phase 2) Senior Apartments Amendment in a total amount not to exceed $15,000.

Section 2. The Agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH Executive Board's memorandum of December 22, 2015, a copy of which is attached hereto as Exhibit A.

PASSED by the City Council of the City of Kenmore this 8th day of February, 2016, and signed in authentication of its passage this _____ day of _____, 2016.

_____
David Baker, Mayor

Attest:

_____
Patty Safrin, City Clerk

Exhibit A

A Regional Coalition for Housing

Together Center Campus
16225 NE 87th Street, Suite A-3 ♦ Redmond, Washington 98052
(425) 861-3677 ♦ Fax: (425) 861-4553 ♦ WEBSITE: www.archhousing.org

MEMORANDUM

TO: City of Bellevue Council Members
City of Clyde Hill Council Members
Town of Hunts Point Council Members
City of Issaquah Council Members
City of Kenmore Council Members
City of Kirkland Council Members
City of Medina Council Members
City of Mercer Island Council Members
City of Newcastle Council Members
City of Redmond Council Members
City of Sammamish Council Members
City of Woodinville Council Members
Town of Yarrow Point Council Members

FROM: Lyman Howard, Chair, and ARCH Executive Board

DATE: December 22, 2015

RE: Fall 2015 Housing Trust Fund (HTF) Recommendation

The ARCH Executive Board has completed its review of the three applications for the Fall 2015 Housing Trust Fund round. The Executive Board recommends funding for two projects. Recommendations total $667,571 as summarized in the attached table, Proposed Funding Sources. The actual amount will depend on final action by the City Councils.

Following is a summary of the applications, the recommendation and rationale, and proposed contract conditions for the three proposals recommended for funding at this time. Also enclosed is an evaluation matrix for each proposal, an economic summary for the two projects recommended for funding, leveraging charts, project summary table, and a summary of funded projects to date.

1. Imagine Housing Totem Lake (Phase 2) Senior Apartments Amendment

Funding Request: $225,000 in addition to the previously awarded $875,000 (Deferred, Contingent Loan) plus the previously awarded 8 Section 8 Vouchers (from the 2012 round)
91 Units

Exec Bd Recommendation: $225,000 Additional (Deferred, Contingent Loan)
See attached Funding Chart for distribution of City Funds

Project Summary:
Imagine Housing (IH) – an East King County based non-profit corporation is coming back for additional funding for a project originally funded through ARCH in 2012, but was stalled for available funding from other sources including Tax Credits. The agency is proposing a 91 unit new construction project adjacent to Francis Village in the Totem Lake region of Kirkland. The building is five levels of wood construction over one level of structured parking, lobby entrance, lounge, services office, and management spaces. It is designed to serve seniors living independently, aged 62 or over, at 30%, 40% and 50% of Area Median Income (AMI). Twenty percent of the units will be restricted for seniors who have faced homelessness. The unit mix consists of 26 studios, 60 one bedroom and five two bedroom units.

The community space and residential units are designed according to the principles of universal design. It is intended that the residents will be able to continue living in the units even with physical deterioration and the units may be adapted (such as changing kitchen cabinets to accommodate) to meet their changing physical needs. The amenity space will have a flexible design to meet the social and physical interests of the population. The property will contain a rooftop garden that will provide passive recreational opportunities as well as gardening and educational opportunities.

The additional funding request is due to holding costs on the land and increased construction costs resulting from not getting full funding earlier.

Funding Rationale:

The Executive Board supported the intent of this application for the following reasons:

- Development targets range of lower income senior households
- Homeless unit set-asides
- The project expands residential development within the Totem Lake area
- Site has access to transit, shopping and is near a major hospital/medical complex
- Total development cost comparable to other similar projects
- Project leverages a substantial amount of Tax Credit equity
- Applicant has continued to make meaningful progress on advancing the project
- Relatively low per unit ask to ARCH
- Carrying costs and cost increases are justifiable
- Applicant has site control and entitlement process well underway
- Experienced applicant

Funding Conditions:

Special Conditions: The following conditions supersede, while incorporating and updating, the conditions associated with the funding recommendation from the 2012 round.

1. The funding commitment shall continue for twelve (12) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date, and expected schedule for start of construction and project completion. ARCH staff will consider a twelve month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant

will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.

2. Funds shall be used by Imagine Housing toward construction and construction contingency, design, and bridge loan interest. Funds may not be used for any other purpose unless City or Administering Agency has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by City or Administering Agency. If after the completion of the project there are budget line items with unexpended balances, the public funders shall approve adjustments to the project capital sources, including potentially reductions in public fund loan balances.

3. Funds will be in the form of a deferred, contingent loan. Loan terms will account for various factors, including loan terms from other fund sources, available cash flow, and receipt of an asset management fee to the Applicant and project reserves. Final loan terms shall be determined prior to release of funds and must be approved by city staff. Based on the preliminary development budget, it is anticipated that loan payments will be based on a set repayment schedule, and begin after repayment of deferred developer fee (approximately year 15), with 1% interest. The terms will also include a provision for the Applicant to a deferment of a payment if certain conditions are met (e.g. low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by City or Administering Agency, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.

4. The net developer fee shall be established at the time of finalizing the Contract Budget. It is anticipated that the Net Developer Fee inclusive of any project management fees and incidental costs incurred by the developer, shall not exceed $1,065,000 based on the current size and description of the project. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.

5. Until such time as any deferred developer fee is fully repaid, all cash flow after payment of operating expenses and debt service, shall be used to repay the deferred developer fee unless otherwise approved by City or Administering Agency. After full repayment of deferred developer fee Imagine Housing shall be entitled to an asset management fee. The amount of the asset management fee will account for various factors including project operating budget and debt repayment. Final asset management fee will be determined at time of funding agreement and must be approved by City staff.

6. A covenant is recorded ensuring affordability for at least 50 years, with affordability as shown in the following table. Affordability levels will be defined using the requirements for tax credits, and utility costs will be based on King County Housing Authority allowances, or as otherwise approved by City or Administering Agency.

Median Income Level	Studio	1 Bedrm	2 Bedrm	Total
Very Low Income 30% AMI *	26	18	2	46
Low Income 31-40% AMI		22	1	23

Moderate Income 41-60% AMI		20	2	22
Total	26	60	5	91

* Up to 8 of the very low income units can utilize Section 8 vouchers. They can be used in a combination of one and two bedroom units. The final mix of one and two bedroom units benefiting from vouchers will be approved by City or Administering Agency. Considerations in the determination of unit mix will include overall need in the community, unit mix of existing federally assisted and Section 8 assisted housing for seniors in East King County, and Section 8 program requirements.

7. Based on the availability of adequate support services, up to 20% of the units will be set-aside for homeless, unless otherwise approved by City or Administering Agency.

8. Submit for review and approval a management and services provision plan that includes how management and services for this property will relate to the management of the adjacent Francis Village Family Housing and types of services and programs that will be available for the residents. Recognizing that there is a very limited amount of parking on the site, the plan shall also address how parking will be managed on an ongoing basis, and alternative transportation options for residents. The plan shall also include management procedures to address tenant needs; services provided for or required of tenants; management and operation of the premises; community and neighbor relations procedures; a summary of ARCH's affordability requirements as well as annual monitoring procedure requirements.

Standard Conditions:

9. The Applicant shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by city staff. If the Applicant is unable to adhere to the budgets, City or Administering Agency must be immediately notified and (a) new budget(s) shall be submitted by the Applicant for the City's approval. The City shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Applicant. Failure to adhere to the budgets, either original or as amended may result in withdrawal of the City's commitment of funds.

10. The Applicant shall submit evidence of funding commitments from all proposed public sources. In the event commitment of funds identified in the application cannot be secured in the time frame identified in the application, the Applicant shall immediately notify City or Administering Agency, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to City or Administering Agency's review and approval.

11. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to: contractor solicitation, bidding and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to repay (bridge) acquisition finance costs.

12. The Applicant shall maintain documentation of any necessary land use approvals and permits required by the city where the projects are located.

13. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion. If applicable, submit initial tenant information as required by City or Administering Agency.

2. Imagine Housing 30Bellevue

Funding Request: $899,950 (Contingent Loan)
Plus 8 Section 8 Certificates
65 affordable rental units

Exec Bd Recommendation:

- $442,571, CDBG funds, subject to final adjustment for HUD CDBG awards (Contingent Loan) as follows:
- Up to $137,000 for predevelopment activities in 2016
- Balance as a conditional award subject to reapplication in 2016 for balance of local funds

  See attached Funding Chart for distribution of City Funds

Project Summary:
Imagine Housing (IH) – an East King County based non-profit corporation is proposing a 60+ unit building collocated with St. Luke's Lutheran Church which also houses the Sophia's Place homeless shelter for women. The proposed building is two and four levels of wood construction over one level of structured parking. The project features lobby, leasing office, computer room/library, community gathering room, children's play area and counseling offices.

The project targets households earning below 30%, 40% and 60% of median area income, 20% of the units are proposed to be set aside for homeless and another 20% of the units are proposed to be set aside for households with disabilities. Imagine Housing is also exploring the feasibility of three bedroom units.

Funding Rationale:
The CAB recognizes the application for funding is early, and that a number of details are still being considered and fleshed out, therefore an award for predevelopment work is recommended with a requirement to apply for full funding award in a future round.

The Executive Board supported this application and recommends partially funding for predevelopment and acquisition costs with conditions listed below for the following reasons:

- Development targets range of lower income family households including set asides for homeless and disabled
- Church and applicant have worked with city and neighborhood in process of applying for and receiving comprehensive plan and zoning updates for the site.
- Site has access to transit, shopping and is near a highway interchange
- Contributes to distributing affordable housing throughout the community.
- Site could accommodate children's play areas
- Project leverages a substantial amount of Tax Credit equity
- Applicant has site control with a patient seller

- Proposed uses of funding are eligible uses of CDBG funding for affordable housing
- Experienced applicant

With the release of predevelopment funds, this would provide an opportunity for Imagine Housing to address issues listed below as well as complete work needed to apply for other capital funds. Imagine Housing will be expected to provide an updated funding application to ARCH in the upcoming round that addresses the items listed under Condition 6.

Funding Conditions:

1. The award would release $50,000 to fund CDBG-qualified predevelopment activities to be completed by July 31, 2016. Predevelopment funds shall be used by Imagine Housing toward acquisition, design, appraisal, market study, environmental assessment, geotechnical study, surveys, legal and other consultants and that are eligible uses of CDBG funds. Funds may not be used for any other purpose unless city staff has given written authorization for the alternate use. Funds released for predevelopment activities may be forgivable only if the project cannot move forward for reasons outside of Imagine Housing's control. During this period, Imagine Housing shall at a minimum address the items listed under Condition 6 related to incorporating three bedroom units, parking, site feasibility and disabled unit set-asides.

2. Submit monitoring reports quarterly providing updates on progress on predevelopment activities.

3. With the approval of the ARCH Executive Board up to an additional $87,000 may be released for CDBG-qualified predevelopment activities (as defined in Condition 1) carried out in 2016. To be considered for this release, Imagine Housing shall provide:
   - An update on the status of the project which will include: update on design, unit configuration and mix, conformance to Land Use Code, and status of predevelopment progress.
   - Site design including parking, setbacks, critical areas etc. demonstrating that the proposal meet city regulatory requirements.
   - Document land area to be transferred and detail how land will be legally transferred/secured.
   - Demonstrate meaningful progress.
   - Provide updated capital and operating budgets (including reflecting federal funding requirements)
   - Demonstrate progress toward being able to meet the remaining funding conditions within the 18 month period.

4. In the event the first funding condition is met and an updated application for full funding is received during the 2016 funding round, the funding commitment for the balance of funds not allocated through the first and second conditions shall be extended to 18 months from the date of Council approval. An extension may be requested to City or Administering Agency no later than sixty (60) days prior to the expiration date. City or Administering Agency will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. In the event an updated application is not received in 2016 or if an evaluation by the Executive Board prior to the fall funding round indicates that funding conditions cannot be met within the 18 month funding condition period, then the ARCH Executive Board will be authorized to have the funding award expire.

5. With Executive Board approval, the remaining funding award may be expended on costs for securing a site upon meaningful progress on entitlement and the making of applications to other funders.

6. Imagine Housing shall reapply to ARCH in the 2016 round for the balance of local funds needed to combine with other sources to fully fund the project. In that application, Imagine Housing shall address the following:
   - Confirm the unit count and unit mix and distribution over set-asides
   - Explore the feasibility of including more three bedroom units
   - Amount of parking required by the city for the overall site including the proposed housing, and as needed a proposal for managing parking.
   - Meet with Sophia Way and document proposed arrangements to complement operations with the 20 bed women's shelter co-located on the St Luke's property.
   - Explore utilizing disabled set-aside units by more formally partnering with one or two specific agencies to house and provide services to residents on-site. This evaluation should include agencies serving persons with developmental disabilities, but also potentially other agencies serving residents with other special needs.
   - Explore opportunities for affordable childcare for residents.
   - An appraisal that reflects the ongoing existing uses on the property and city land use requirements.
   - Management procedures to address tenant needs; services provided for or required of tenants; management and operation of the premises, including parking.
   - How the Agency will do local targeted marketing outreach to local businesses and community organizations.
   - Documentation of site control with a transfer cost consistent with the appraisal.

7. Funds will be in the form of a deferred, contingent loan. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by City Staff. Based on the preliminary development budget, it is anticipated that loan payments will be based on a set repayment schedule, and begin after repayment of the deferred developer fee (approximately year 15), with 1% interest. The terms will also include a provision for the Agency to a deferment of a payment subject to approval by City staff, if certain conditions are met (e.g. low cash flow due to unexpected costs). Any deferred payment would be repaid from future cash flow or at the end of the amortization period.

8. A covenant is recorded ensuring affordability for at least 50 years, with affordability for all units at 60% or less and a mix of unit sizes. Affordability levels will be defined using the requirements for tax credits, and utility costs will be based on King County Housing Authority allowances, unless otherwise approved by City Staff.

9. Based on the availability of adequate support services, up to 20% of the units may be set aside for occupancy by households with a disabled person and up to 20% additional units may be set aside for households transitioning out of homelessness so long as there is funding available to support those households.

3. Parkview Homes XII

Funding Request: $190,000 (Secured Grant)
3 Beds

Exec Bd Recommendation: Do not fund at this time

Project Summary:
Parkview Services, a Shoreline-based non-profit organization is proposing to develop two homes in King County. The ARCH application is to help fund one of those homes, a Supportive Living Services Home in the Bellevue or Redmond area. The other home will be in South King County. For the ARCH sphere home they plan to acquire and remodel a three-bedroom house that will serve three (3) low-income individuals with developmental disabilities referred by the Developmental Disabilities Administration. A specific home will be identified once all funding is committed. Improvements will include remodeling to meet both Evergreen sustainability and ADA (Americans with Disabilities Act) accessibility standards, and a monitored fire suppression system.

There currently is no site control. The house to be bought will be remodeled to include accessibility features necessary for the initial tenants and for future tenants. Parkview will be looking to acquire suitably laid out minimum 1,600 square foot rambler-style houses that can easily be modified for accessibility.

Funding Rationale:

The Executive Board potentially supports the concept of the Parkview proposal which serves the neediest of developmentally disabled persons, it does not recommend making a funding recommendation at this time. Parkview was awarded funding in 2014 for a similar project, the acquisition and rehabilitation of which has not yet started but which could help inform the current proposal. The current proposal's acquisition and development budget appears too low to be feasible given the targeted area being Bellevue and immediate areas, and experience with the 2014 could better inform if this were the case. This model appears dependent on Operating and Rental Subsidy made available through the Department of Commerce. Such funding, although anticipated when this project was invited to apply, is not being made available in the current round. This jeopardizes the sustainability of a project supported through capital funding in this funding round. The current proposal relies heavily on public capital funding at a higher per bed cost than other housing and doesn't take advantage of sources such as low income housing tax credits and or private fundraising. Given the high public capital funding amounts per bed associated with this model, when the ARCH Citizen Advisory Board (CAB) made the recommendation for funding the 2014 Parkview supportive living home, they requested that prior to funding another project providing housing for persons with developmental disabilities, a stakeholder group be convened to explore strategies and models for efficiently serving this population. Stakeholders met earlier in 2015 and a report with recommendations was issued. Several ideas that were discussed including better utilizing multifamily housing approaches, which can leverage other resources such as tax credits, and increasing occupancy of existing group homes. The Executive Board acknowledges the need for a variety of approaches to serving this population but prior to considering another single family home, the CAB wanted time for the currently funded home to be completed and a more concerted effort to incorporate housing serving this need into a multifamily setting, and in particular upcoming proposals which already plan on a set-aside of units for disabled households.

ARCH HOUSING TRUST FUND (HTF) APPLICATIONS
2015

Applicant	Funds Requested (Grant/Loan) / Recommendation	Housing Type/ # of units/ bdrms	Income Served	Project Location	Duration of benefit	Total cost per unit	HTF cost per affordable unit	Project completion
Imagine Housing Totem Lake 2 Senior	$225,000 additional to already committed $875,000 Loan	Senior rental housing 91 20% Homeless	46 @ 30% 23 @ 40% 22 @ 60%	Adjacent to 12601 NE 124th St Kirkland	50 Years	284,300/unit	$12,090/unit	Fall 2017
Imagine Housing 30Bellevue	$899,950 Loan 8 Section 8 vouchers	Family rental housing 65 20% Disabled 20% Homeless	33 @ 30% 16 @ 40% 16 @ 60%	3030 Bellevue Way NE Bellevue	50 Years	$323,500/unit	$13,845/unit	Summer 2018
Parkview Services XII DD Home	$190,000 Secured Grant	Acq/Rehab of Home for Developmentally Disabled 3	3 @ 30%	Bellevue Site to be determined, plus other 3 bed home in Federal Way	40 Years	$199,667	$63,333	Fall 2016

ARCH HOUSING TRUST FUND, 2015

Leveraging Funds - -

	Imagine Housing Totem Lake 2 Senior		Imagine Housing 30Bellevue		Parkview Sevices XII ARCH Sphere Home		TOTAL
Prior ARCH Commitment	$875,000						$875,000
New ARCH Request	$225,000		$899,950		$190,000		$1,314,950
ARCH TOTAL	$ 1,100,000	4%	$ 899,950	4%	$ 190,000	34%	$ 2,189,950
King County							
Prior KC Commitment							$0
HOF/HOME/CDBG	$2,400,000		$2,200,000		$190,000		$4,790,000
2060/2163							$0
Veterans/Human Services							$0
Other							$0
KC TOTAL	$ 2,400,000	9%	$ 2,200,000	10%	$ 190,000	34%	$4,790,000
Prior WA Commitment							$0
WA HAP							$0
WA HTF	$3,000,000		$2,225,000		$176,000		$5,401,000
WA HFC (Equity Fund)							$0
WSHFC Washington Works							$0
WA TOTAL	$ 3,000,000	12%	$ 2,225,000	11%	$ 176,000	31%	$5,401,000
Federal/HUD							$0
Section 811							$0
McKinney							$0
Other (VA Per Diem)							$0
FEDERAL TOTAL	$ -	0%	$ -	0%	$ -	0%	$0
Tax Credits	$16,471,731	64%	$13,463,469	64%		0%	$29,935,200
Prior Tax Credit Commitment		0%		0%		0%	$0
Other Prior				0%			
TCAP		0%		0%		0%	$0
Bonds		0%		0%		0%	$0
Bank Loans	$2,700,000	10%	$2,163,356	10%		0%	$4,863,356
Deferred Developer Fee	$196,986	1%	$73,523	0%		0%	$270,509
Private		0%		0%	$3,000	1%	$3,000
Other	$1,647	0%	$1,346	0%		0%	$2,993
TOTAL COST	$ 25,870,364	100%	$ 21,026,644	100%	$ 559,000	100%	$ 47,456,008
Total New	$ 24,995,364	97%					

ECONOMIC SUMMARY: IMAGINE HOUSING / TOTEM LAKE PHASE II SENIOR AMENDMENT

1. Applicant/Description: New construction of 91 affordable rental units for seniors including units are for homeless/very low income households

2. Project Location: Adjacent to 12601 NE 124th St., Kirkland

3. Financing Information:

Funding Source	Funding Amount	Commitment
ARCH	$1,100,000	$225,000 applied for in 2015, $875,000 committed in Fall 2012 Round
King County	$2, 400,000	Committed in 2015
Commerce Trust Fund	$3,000,000	Committed in 2015
Tax Credits	$16,471,731	To be applied for in 2016
Private Debt	$2,700,000	To be applied for in 2016
Deferred Developer Fee/GP Equity	$198,633	Committed
TOTAL	$25,870,364	

4. Development Budget:

ITEM	TOTAL	PER UNIT	HTF
Acquisition	$2,803,932	$30,812	
Construction	$17,473,026	$192,011	$701,000
Design	$961,000	$10,560	$224,000
Consultants	$285,600	$3,138	
Developer fee	$1,261,986	$13,868	
Finance costs	$1,690,793	$18,580	$175,000
Reserves	$237,243	$2,607	
Permits/Fees/Other	$1,156,784	$12,712	
TOTAL	$25,870,364	$284,290	$1,100,000

5. Debt Service Coverage: Debt service payments will be finalized upon commitment. Basic terms will include a 50 year amortization, deferral of payments for a period of between 10 and 15 years, 1% interest, and ability to request a deferral of annual payment to preserve economic integrity of property.

6. Security for City Funds:
- A recorded covenant to ensure affordability and use for targeted population for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the loan amount upon non-compliance with any of the loan conditions.

7. Rental Subsidy: 8 Section 8 Vouchers

ECONOMIC SUMMARY: **IMAGINE HOUSING / 30BELLEVUE**

1. Applicant/Description: New construction of 60+ affordable rental units for households including units are for homeless/very low income households and the disabled

2. Project Location: 3030 Bellevue Way NE, Bellevue

3. Financing Information:

Funding Source	Funding Amount	Commitment
ARCH	$899,950	Applied for in 2015
King County	$2, 200,000	To be applied for in 2016
Commerce Trust Fund	$2,250,000	To be applied for in 2016
Tax Credits	$13,463,469	To be applied for in 2017
Private Debt	$2,163,356	To be applied for in 2017
Deferred Developer Fee/GP Equity	$74,869	Committed
TOTAL	$21,026,644	

4. Development Budget:

ITEM	TOTAL	PER UNIT (@65)	HTF
Acquisition	$2,435,000	$37,462	$280,464
Construction	$14,668,755	$225,981	$482,304
Design	$700,208	$8,806	$50,000
Consultants	$228,600	$3,517	$87,000
Developer fee	$1,098,532	$16,900	
Finance costs	$603,991	$9,292	
Reserves	$189,963	$2,923	
Permits/Fees/Other	$1,081,604	$16,640	
TOTAL	$21,026,644	$323,487	$889,950

5. Debt Service Coverage: Debt service payments will be finalized upon commitment. Basic terms will include a 50 year amortization, deferral of payments for a period of between 10 and 15 years, 1% interest, and ability to request a deferral of annual payment to preserve economic integrity of property.

6. Security for City Funds:
- A recorded covenant to ensure affordability and use for targeted population for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the loan amount upon non-compliance with any of the loan conditions.

7. Rental Subsidy: 8 Section 8 Vouchers

FIGURE 1
ARCH: EAST KING COUNTY TRUST FUND SUMMARY
LIST OF CONTRACTED PROJECTS FUNDED (1993 - 2014)

Project	Location	Owner	Units/Beds	Funding	Pct of Total Allocation	Distribution Target
1. Family Housing						
Andrews Heights Apartments	Bellevue	Imagine Housing	24	$400,000		
Garden Grove Apartments	Bellevue	DASH	18	$180,000		
Overlake Townhomes	Bellevue	Habitat of EKC	10	$120,000		
Glendale Apartments	Bellevue	DASH	82	$300,000		
Wildwood Apartments	Bellevue	DASH	36	$270,000		
Somerset Gardents (Kona)	Bellevue	KC Housing Authority	198	$700,000		
Pacific Inn	Bellevue *	Pacific Inn Assoc. *	118	$600,000		
Eastwood Square	Bellevue	Park Villa LLC	48	$600,000		
Chalet Apts	Bellevue	Imagine Housing	14	$163,333		
Andrew's Glen	Bellevue	Imagine Housing	10 /11	$387,500		
August Wilson Place	Bellevue ***	LIHI ***	45	$800,000		
YWCA Family Apartments	Bellevue	YWCA	12	$100,000		
Parkway Apartments	Redmond	KC Housing Authority	41	$100,000		
Habitat - Patterson	Redmond **	Habitat of EKC **	24	$446,629		
Avon Villa Mobile Home Park	Redmond **	MHCP **	93	$525,000		
Terrace Hills	Redmond	Imagine Housing	18	$442,000		
Village at Overlake Station	Redmond **	KC Housing Authority **	308	$1,645,375		
Summerwood	Redmond	DASH	166	$1,187,265		
Coal Creek Terrace	Newcastle **	Habitat of EKC **	12	$240,837		
RoseCrest (Talus)	Issaquah **	Imagine Housing **	40	$918,846		
Mine Hill	Issaquah	Imagine Housing	28	$450,000		
Clark Street	Issaquah	Imagine Housing	30	$355,000		
Lauren Heights (Iss Highlands)	Issaquah **	Imagine Housing/SRI **	45	$657,343		
Habitat Issaquah Highlands	Issaquah **	Habitat of EKC **	10	$318,914		
Issaquah Family Village I	Issaquah **	YWCA **	87	$4,382,584		
Issaquah Family Village II	Issaquah **	YWCA **	47	$2,760,000		
Greenbrier Family Apts	Woodinville **	DASH **	50	$286,892		
Crestline Apartments	Kirkland	Shelter Resources	22	$195,000		
Plum Court	Kirkland	DASH	61 /66	$1,000,000		
Francis Village	Kirkland	Imagine Housing	15	$375,000		
Velocity	Kirkland **	Imagine Housing **	46	$901,395		
Copper Lantern	Kenmore **	LIHI **	33	$452,321		
Highland Gardens (Klahanie)	Sammamish	Imagine Housing	54	$291,281		
Habitat Sammamish	Sammamish ** ***	Habitat of KC ***	10	$853,000		
Homeowner Downpayment Loan	Various	KC/WSHFC/ARCH	87 est	$615,000		
REDI TOD Land Loan	Various	Various	100 est	$500,000		
SUB-TOTAL			**2,042**	**$24,520,516**	54.0% (56%)	
2. Senior Housing						
Cambridge Court	Bellevue	Resurrection Housing	20	$160,000		
Ashwood Court	Bellevue *	DASH/Shelter Resources *	50	$1,070,000		
Evergreen Court (Assisted Living)	Bellevue	DASH/Shelter Resources	64 /84	$2,480,000		
Bellevue Manor / Harris Manor	Bellevue / Redmond	KC Housing Authority	105	$1,334,749		
Vasa Creek	Bellevue	Shelter Resources	50	$190,000		
Riverside Landing	Bothell **	Shelter Resources	50	$225,000		
Kirkland Plaza	Kirkland	Imagine Housing	24	$610,000		
Totem Lake Phase 2	Kirkland ***	Imagine Housing ***	80	$736,842		
Heron Landing	Kenmore	DASH/Shelter Resources	50	$65,000		
Ellsworth House Apts	Mercer Island	Imagine Housing	59	$900,000		
Providence Senior Housing	Redmond **	Providence **	74	$2,239,000		
Greenbrier Sr Apts	Woodinville **	DASH/Shelter Resources **	50	$196,192		
SUB-TOTAL			**676**	**$10,206,783**	22.5% (19%)	

FIGURE 1
ARCH: EAST KING COUNTY TRUST FUND SUMMARY
LIST OF CONTRACTED PROJECTS FUNDED (1993 - 2014)

Project	Location		Owner	Units/Beds	Funding	Pct of Total Allocation	Distribution Target
3. Homeless/Transitional Housing							
Hopelink Place	Bellevue	**	Hopelink **	20	$500,000		
Chalet	Bellevue		Imagine Housing	4	$46,667		
Kensington Square	Bellevue		Housing at Crossroads	6	$250,000		
Andrew's Glen	Bellevue		Imagine Housing	30	$1,162,500		
August Wilson Place	Bellevue	***	LIHI ***	12	$200,000		
Sophia Place	Bellevue		Sophia Way	20	$250,000		
Men's Shelter	TBD		Congregation for Homeless (C	50	$700,000		
Dixie Price Transitional Housing	Redmond		Hopelink	4	$71,750		
Avondale Park	Redmond		Hopelink (EHA)	18	$280,000		
Avondale Park Redevelopment	Redmond	**	Hopelink (EHA) **	60	$1,502,469		
Petter Court	Kirkland		KITH	4	$100,000		
Francis Village	Kirkland		Imagine Housing	45	$1,125,000		
Velocity	Kirkland	***	Imagine Housing ***	12	$225,349		
Totem Lake Phase 2	Kirkland		Imagine Housing	15	$138,158		
Rose Crest (Talus)	Issaquah	**	Imagine Housing **	10	$229,712		
Lauren Heights (Iss Highlands)	Issaquah	**	SRI **	5	$73,038		
Issaquah Family Village I	Issaquah	**	YWCA **	10	$503,745		
SUB-TOTAL				**307**	**$7,358,387**	16.2% (13%)	
4. Special Needs Housing							
My Friends Place	K.C.		EDVP	6 Beds	$65,000		
Stillwater	Redmond		Eastside Mental Health	19 Beds	$187,787		
Foster Care Home	Kirkland		Friends of Youth	4 Beds	$35,000		
FOY New Ground	Kirkland		Friends of Youth	6 Units	$250,000		
DD Group Home 7	Kirkland		Community Living	5 Beds	$100,000		
Youth Haven	Kirkland		Friends of Youth	10 Beds	$332,133		
FOY Transitional Housing	Kirkland	**	Friends of Youth **	10 Beds	$252,624		
FOY Extended Foster Care	Kirkland	**	Friends of Youth **	10 Beds	$112,624		
DD Group Home 4	Redmond		Community Living	5 Beds	$111,261		
DD Group Homes 5 & 6	Redmond/KC (Bothell)		Community Living	10 Beds	$250,000		
United Cerebral Palsy	Bellevue/Redmond		UCP	9 Beds	$25,000		
DD Group Home	Bellevue		Residence East	5 Beds	$40,000		
AIDS Housing	Bellevue/Kirkland		AIDS Housing of WA	10 Units	$130,000		
Harrington House	Bellevue		AHA/CCS	8 Beds	$290,209		
DD Group Home 3	Bellevue		Community Living	5 Beds	$21,000		
Parkview DD Condos III	Bellevue		Parkview	4	$200,000		
IERR DD Home	Issaquah		IERR	6 Beds	$50,209		
FFC DD Homes	NE KC		FFC	8 Beds	$300,000		
Oxford House	Bothell		Oxford/Compass Ctr.	8 Beds	$80,000		
Parkview DD Homes VI	Bothell/Bellevue		Parkview	6 Beds	$150,000		
Parkview DD Homes XI	TBD		Parkview	3 Beds	$200,800		
FFC DD Home II	Kirkland		FFC	4 Beds	$168,737		
SUB-TOTAL				**161 Beds/Units**	**$3,352,384**	7.4% (12%)	
TOTAL				**3,186**	**$45,438,070**	**100.0%**	
					10%		

* Funded through Bellevue Downtown Program
** Also, includes in-kind contributions (e.g. land, fee waivers, infrastructure improvements)
*** Amount of Fee Waiver still to be finalized

2015 HOUSING TRUST FUND: PROPOSED FUNDING SCOURCES
Councils 12/10/15

	PROJECT		
SOURCE	**Imagine Totem Lake II Supp**	**Imagine 30 Bellevue**	**TOTAL**
Request	$ 225,000	$ 899,950	$ 1,314,950
CAB Recommendation	$ 225,000	$ 442,571	$ 667,571
Current Funding			
Sub-Regional CDBG		$ 177,571	$ 177,571
Bellevue			
CDBG		$ 50,000	$ 50,000
General Fund	$ 70,000		$ 70,000
Clyde Hill			
General Fund	$ 7,500		$ 7,500
Hunts Point			
General Fund	$ 1,500		$ 1,500
Issaquah			
General Fund	$ 25,000		$ 25,000
Kenmore			
General Fund	$ 15,000		$ 15,000
Kirkland			
General Fund	$ 65,000		$ 65,000
CDBG		$ 110,717	$ 110,717
Medina			
General Fund	$ 6,000		$ 6,000
Mercer Is.			
General Fund	$ 10,000		$ 10,000
Newcastle			
General Fund	$ 12,000		$ 12,000
Redmond			
General Fund	$ -		$ -
CDBG		$ 104,283	$ 104,283
Sammamish			
General Fund	$ 5,000		$ 5,000
Woodinville			
General Fund	$ 6,000		$ 6,000
Yarrow Point			
General Fund	$ 2,000		$ 2,000
TOTAL	$ 225,000	$ 442,571	$ 667,571

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Approving Agreements Authorizing the Transfer of the Twin Springs property from King County to the City	**For Council Meeting Agenda of:** 02/08/16
	Department: Community Development
Proposed Council Action/Motion: Motion authorizing the City Manager to execute Contract 16-C1508, the interagency agreement between King County and the City of Kenmore relating to the Brightwater Property and the transferred Twin Springs property along with the associated surface access easement agreement Contract 16-C1509	**Prepared by:** Debbie Bent, Community Development Director
	Initial & Date **Approved by Department Head:** DB 2/1/16. **Approved by City Attorney:** 1/6/16 EHAIC. **Approved by Finance Director:** 2/1/16 **Approved by City Manager:**
	Exhibits/Attachments: 1. Copy of Contract 16-C1508, Interagency Agreement between King County and the City of Kenmore 2. Surface access easement agreement Contract 16-C1509 3. Survey showing proposed property boundaries of the two new parcel boundaries 4. 2008 Pre Master Plan Site Plan 5. 2012 King County illustration of grading plan

Expenditure Required $0 **Amount Budgeted**: $40,000 **Appropriation Required** $0

INFORMATION/BACKGROUND: City staff and Michael Popiwny with King County will be available to address questions regarding the Twin Springs property transfer at the 2/8/16 Council meeting. The property owned by King County has two parcels (approximately 27 acres), located on the east side of 80th Ave NE near the intersection of NE 192nd Street and 80th Ave NE. A Boundary Line Adjustment will be recorded that creates two new parcel boundaries (see Attachment #3), with Parcel A (1.46 acres) retained by King County and Parcel B (25.51 acres) transferred to the City for future park use, i.e. Twin Springs Park. The attached interagency agreement (Attachment #1) outlines the terms of the property transfer. This agreement has also been reviewed for consistency with the 2007 interlocal agreement between King County and the City regarding property transfer and also City and other agency permit conditions. The surface access easement agreement (Attachment #2) outlines the conditions for use and maintenance of the access driveway on the north side of the property which is the main access point to both the County and City property.

Staff recommends that Council give authorization to the City Manager to sign the interagency agreement and surface access easement agreement. Once the agreement is signed by both the City and King County, then the Boundary Line Adjustment will be recorded to create the two new parcels and the County will convey to the City by quit claim deed all of the County's interest in Parcel B subject to the covenants, restrictions and easements.

Key conditions of the interagency agreement:

- Park Use: The City property must be used for public park, recreation or open space purposes.
- Wetland Maintenance: The wetland area is west of the split rail fence as shown on Attachment #3. The wetland must be maintained in its current completed condition as a wetland mitigation area, unless the City, the United States Army Corps of Engineers and other agencies agree on modifications. The County is responsible for wetland maintenance and monitoring until January 1, 2025 i.e. ensuring compliance with the US Army Corps permit conditions. The County is required to submit monitoring reports. The City will be responsible for maintenance once this period ends.
- Stream and Drainage Channel Maintenance: Streams, F, G and H and the drainage channel are shown on Attachment #3. The County is responsible for maintenance and monitoring for stream and drainage channels, and addressing natural erosion issues, through January 1, 2025, ensuring compliance with WDFW permit conditions. The City will be responsible for maintenance following this period including ensuring stream flow to the wetland is maintained.

- Landscaping: The County is responsible for maintaining the landscape plantings and temporary irrigation system until January, 1 2017, required by City permit.
- Surface Water System Maintenance: The County is responsible for maintaining surface water facilities on their property. The City's surface water regulations require access for inspection. For future park improvements, the City may request that the County allow surface water to be discharged into the County's facilities if certain criteria are met.

Key conditions of the surface access easement agreement:

- Maintenance: County is responsible for maintenance of the access driveway until the City starts park development on the property and then the City will reimburse the County 50% of the County's maintenance costs. The temporary gate remains in place until removed by the City at City cost.
- Access: Both the County and City can use the access driveway. Parking in the driveway is not allowed. The County has the right to close the access easement with 72 hours notice to the City if needed to perform any maintenance work.
- Signs: Any City park sign or directional signs proposed to be located within the access easement area must be approved by the County.

Next Steps after the property is transferred: Once the property is transferred, the City has $40,000 budgeted in the Park Capital Improvement plan to develop an interim plan. Staff does not recommend opening the park to the public until the operation and maintenance logistics have been developed along with an interim plan for park use.

Background:
In 2004, King County began construction of the Brightwater Regional Wastewater Treatment Project. The County acquired five primary portals including acquisition of the North Kenmore portal site in 2006.

In October 2005 the City executed a Memorandum of Agreement (Contract 05-C459) regarding mitigation for the Brightwater project. This agreement also noted that after construction of the Brightwater portal project, surplus property not needed for the portal project would be transferred to the City. At several meetings in 2006 and 2007 Council discussed the Brightwater property transfer prior to passing a motion on 4/2/07 authorizing the City Manager to enter into an interlocal agreement (Contract 07-C606) with King County regarding terms of the property transfer. In 2007 a pre-master plan site assessment was prepared by the Berger Partnership which was updated in 2008 (see attached). In 2012 King County's landscape architect prepared a final site layout showing the benched or flatter area on the site (shown in pink) that would be the most useable park area outside of steep slopes and wetland mitigation areas.
The City issued land use permits in 2005 for the Brightwater project for construction of improvements necessary to complete the portal, underground tunnel, odor control building, wetland and mitigation improvements. Construction was completed in 2015.

FISCAL CONSIDERATION:
Costs for park improvement and ongoing park maintenance.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Consistent with the 2007 interlocal agreement (Contract 07-C606) with King County for property transfer. Acquisition of the Twin Springs property is consistent with the adopted Park, Recreation and Open Space (PROS) plan.

Attachment 1

INTERAGENCY AGREEMENT BETWEEN KING COUNTY AND CITY OF KENMORE RELATING TO THE BRIGHTWATER PROPERTY AND THE TRANSFERRED PROPERTY

This Agreement ("Agreement") is entered into as of the date last set forth below by and between King County, a home rule charter county, through the Wastewater Treatment Division of its Department of Natural Resources and Parks (the "County") and the City of Kenmore, a municipal corporation of the State of Washington (the "City"). Collectively the City and County are sometimes referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. King County is a home rule charter county that, among other things provides regional wastewater transmission and treatment services in its three-county regional service area.

B. In 2004, King County began construction of the Brightwater Regional Wastewater Treatment Project, (the "Brightwater Project") consisting of a 36 million gallons per day ("mgd") sewage treatment plant in unincorporated Snohomish County, a 13-mile large-diameter conveyance tunnel containing influent and effluent pipelines, an influent pumping station and a marine outfall located one mile offshore in 600' deep water. Construction of the final elements of the Brightwater Project occurred in 2014.

C. In order to construct the Brightwater Project, the County acquired five primary portal sites in the cities of Bothell, Kenmore and Shoreline, and in unincorporated Snohomish County. One of the primary portals was the North Kenmore portal, also known as Portal 44, located within the City.

D. In conjunction with the permitting process for the north Kenmore portal, the County and the City in 2005 entered into a mitigation agreement to address the potential significant environmental impacts of the Brightwater Project on the City and its residents ("Mitigation Agreement"). As part of the Mitigation Agreement, the County agreed that real property acquired for the north Kenmore portal that was not needed by the County for the maintenance, operation, repair, expansion or addition of any portal, conveyance or utility structures and facilities, would be considered surplus property and would be transferred to the City after final acceptance by the County of the construction at the North Kenmore Portal.

E. On June 9, 2006, after a one-month condemnation trial, King County acquired the real property needed for the North Kenmore portal for approximately $7.61 million.

F. On November 28, 2007, the County council enacted Ordinance No. 15928, which authorized the County executive to execute a property transfer agreement with the City, entitled *Intergovernmental Land Transfer Agreement between King County and the City of Kenmore*

Relating to the Ownership, Operation and Maintenance of Parks, Open Space and Recreation Facilities (the "Land Transfer Agreement"). The City approved and executed the Land Transfer Agreement on May 7, 2007. A true and correct copy of the Land Transfer Agreement is attached hereto as Exhibit 1.

G. As part of the Brightwater Project, the County was required to obtain numerous federal, state and City permits and approvals, including, without limitation: (i) the federal Section 10/404 permit from the United States Army Corps of Engineers, Permit No. 200201289, revised May 28, 2008 (the "Brightwater 404 Permit"), (ii) the Hydraulic Project Approval from Washington State Department of Fish and Wildlife, Permit No. 122142-1 (the "Brightwater Hydraulic Project Approval"), (iii) the Water Quality Certification, Order No. 1840 from the Washington State Department of Ecology (the "Brightwater Water Quality Certification"), (iv) the Commercial Site Development Permit, File No. CSDP2005-037 issued by the City, (the "Commercial Site Development Permit"), (v) the Public Agency Utility Exception issued by the City of Kenmore (the "PAUE File No. 2005-036"), (vi) the Sensitive Area Restoration Agreement issued by the City of Kenmore on March 19, 2013 (the "Sensitive Area Agreement") and (vii) the City's Final Mitigation Plan-Critical Areas approval, collectively, the "Brightwater Permits."

H. In connection with the Brightwater Project, the City issued to the County a Right of Way Permit and Grading Permit for the construction activities at the North Kenmore Portal. The City's final inspection and approval of the County's construction activities under the Right of Way Permit and Grading Permit occurred on October 30, 2014.

I. Pursuant to the Land Transfer Agreement, prior to the conveyance of any surplus property to the City, the City and County are to determine the legal descriptions for (1) the areas used and needed by the County for the Brightwater facilities and structures, including future facilities and structures that might be needed to maintain, operate, repair, or expand any portal, conveyance or utility structures and facilities (the "Brightwater Property") and (2) the remaining surplus property referred to as the "Transferred Property." The City and County are to divide the Brightwater Property and the Transferred Property into two or more legal lots through a municipal subdivision, boundary line adjustment, or other appropriate procedure.

J. Pursuant to the Land Transfer Agreement, after the final acceptance by the County of the construction at the North Kenmore Portal, the County will convey to the City by quit claim deed all of the County's interest in the legal lot(s) created for the Transferred Property, subject to the covenants, restrictions and reserved easements described in the Land Transfer Agreement. A copy of the Quit Claim Deed, with its covenants, restrictions and reserved easements (the "Deed") is attached hereto as Exhibit 2.

K. Pursuant to the Land Transfer Agreement, the City agrees that the Transferred Property shall be used in perpetuity for public park, recreation or open space purposes and that the City shall take ownership of the Transferred Property subject to restrictions and covenants

regarding its use. As set forth in the Land Transfer Agreement, the City agrees to, without limitation, abide by and enforce all terms, conditions and restrictions contained in the Brightwater Permits, as set forth below.

L. The Parties have agreed to the legal descriptions for the Brightwater Property and the Transferred Property, as set forth in the Deed and reserved easement areas set forth in Exhibit 2. A depiction of the Brightwater Property and the Transferred Property is set forth in the Boundary Line Adjustment BLA2005-036 and Record of Survey attached hereto as Exhibit 3. The Brightwater Property is Parcel A and the Transferred Property is Parcel B as set forth therein. The Transferred Property includes a portion of the Brightwater Wetland Area as depicted in Exhibit 3. Pursuant to the Land Transfer Agreement and the Brightwater Permits, the Brightwater Wetland Area must be maintained in perpetuity in its current completed condition as a wetland mitigation area, unless modified by the City, the United States Army Corps of Engineers and the State of Washington.

M. The Parties acknowledge that the Brightwater Property and the Transferred Property are each subject to the terms, conditions and requirements set forth in the Brightwater Permits. The purpose of this Agreement is to establish the Parties' roles and responsibilities with respect to the requirements contained in the Brightwater Permits. Nothing herein shall alter the duties and responsibilities of the Parties as set forth in the Land Transfer Agreement or the Deed.

NOW THEREFORE, based on the recitals stated above, which the Parties agree are accurate and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Brightwater 404 Permit. The Brightwater 404 Permit requires, among other things, that the area within the split rail fence as depicted on Exhibit 3 (the "Brightwater Wetland Area") be retained in perpetuity as a wetland mitigation area and that it be maintained in its current, completed condition. The County is required to submit monitoring reports to the U.S. Army Corps of Engineers ("Corps") in years 1, 2, 3, 5, 7 and 10, beginning on January 1, 2015, (the "Corps Monitoring Period"). The Corps Monitoring Period is expected to end on January 1, 2025 but may be extended by the Corps. Any such extension shall be considered part of the Corps Monitoring Period.

1.1. As set forth in the reserved easement (Exhibit E to the Deed), the County shall have continuous access to the Brightwater Wetland Area that is located on the Transferred Property to, without limitation, inspect and maintain the wetlands, water courses, landscaping habitat and irrigation and watering systems in the Brightwater Wetland Area.

1.2. At the end of the Corps Monitoring Period and pursuant to the Deed and Land Transfer Agreement, the City shall maintain the Brightwater Wetland Area of the Transferred Property in perpetuity as wetland habitat. At the end of the Corps Monitoring Period the City

shall continue to prohibit both active recreation and motorized recreation in the Brightwater Wetland Area unless the requirement for such prohibition is removed or modified by the written agreement of the Corps, the State of Washington and the City.

1.3. The City agrees that it shall not alter or construct any improvements, impervious surfaces, fencing or barriers on the Transferred Property that would have the effect of altering the water flow in and through Streams F and G or the Brightwater Wetland Area.

1.4. Following the completion of the Corps Monitoring Period and the Ecology Monitoring Period (defined below) or earlier at the discretion of the County, the County will remove all or portion of the current irrigation system within the Brightwater Wetland Area of the Transferred Property at the County's cost and expense.

2.0 Brightwater Hydraulic Project Approval. The Brightwater Hydraulic Project Approval requires, among other things, that the area designated on Exhibit 3 as the Brightwater Wetland Area and the graded channels designated as the Drainage Channel be maintained in their current, completed condition and that monitoring reports be submitted to the Washington Department of Fish and Wildlife ("WDFW") annually beginning on January 1, 2015. The WDFW Monitoring Period is expected to end on January 1, 2025 but may be extended by the WDFW, (the "WDFW Monitoring Period"). Any such extension shall be considered part of the WDFW Monitoring Period.

2.1. As set forth in the reserved easement (Exhibit E to the Deed), the County shall have continuous access to the Brightwater Wetland Area, Streams F, G and H and the Drainage Channel to, without limitation, maintain the habitat and irrigation and watering systems in the Brightwater Wetland Area and address any erosion, in Streams F, G and H and the Drainage Channel that is caused by natural conditions.

2.2. At the end of the WDFW Monitoring Period and pursuant to the Deed and Land Transfer Agreement, the City shall maintain Streams F, G and H and the Drainage Channel in perpetuity in a manner that continues to foster water flow to the wetlands at full available levels.

2.3. The City agrees that it shall not alter, or construct any improvements, impervious surfaces, fencing or barriers on the Transferred Property that would have the effect of altering the flow of water in and through Streams F, G and H and the Brightwater Wetland Area or cause erosion of the Drainage Channels.

3.0 Brightwater Water Quality Certification. The Brightwater Water Quality Certification requires among other things that the County maintain the Brightwater Wetland Area and submit monitoring reports to the Washington State Department of Ecology ("Ecology") in years 1, 2, 3, 5, 7 and 10, beginning on January 1, 2015, (the "Ecology Monitoring Period"). The Ecology Monitoring Period is expected to end on January 1, 2025

but may be extended by Ecology. Any such extension shall be considered part of the Ecology Monitoring Period.

4.0 The PAUE File No. 2005-036. The PAUE File No. 2005-036 requires, among other things, that the County comply with a final mitigation plan, meet the City's landscaping and surface water requirements, and identify and delineate the Brightwater Wetland Area with signs and a split rail wood fence. The PAUE File No. 2005-036 states that the County is required to have and maintain on-site surface water management facilities for the Brightwater Project and grant to the City a Declaration of Covenant that allows the City to enter the Brightwater Property to inspect the on-site drainage facilities. The PAUE File No. 2005-036 also requires the County to enter into an Agreement to maintain landscaping for a period of two (2) years from the date of the City's approval of the landscaping installation, which occurred on March 6, 2015.

4.1. Landscaping. In lieu of the County and City entering into a separate agreement to maintain landscaping for two years from March 6, 2015, the City and County will address landscaping obligations in this Agreement. For the two years beginning on January 1, 2015 and ending on January 1, 2017, the County will maintain the landscaping on the Brightwater Property and on the Transferred Property, provided that the City grants to the County a temporary easement on the Transferred Property so that the County can maintain the existing irrigation system and landscaping on the Transferred Property. The Parties agree that if any part of the landscaping on the Transferred Property fails as a result of any action by the City, its employees, contractors or invitees, then the County's obligation to repair or replace said failed landscaping is terminated and the County shall have no further obligation to maintain said landscaping on the Transferred Property. Additionally, the Parties agree that if the City damages, alters, removes or causes the removal of the current irrigation system on the Transferred Property, then the County's obligations to maintain the landscaping on the Transferred Property is terminated. Effective on and after January 1, 2017, the County shall have no obligations with regard to the irrigation or landscaping on the Transferred Property.

4.2. Surface Water Management Facilities. In lieu of the County executing and recording a Declaration of Covenant on the Brightwater Property, the County will provide the City with a Surface Access Easement Agreement, which will, among other things, enable the City to inspect the County's on-site surface water management facilities located on the Brightwater Property. The City acknowledges that the on-site surface water management facilities on the Brightwater Property were designed for the County's Brightwater facilities and may not have any additional capacity to accommodate the City's development or construction of improvements, including asphalt or paving, on the Transferred Property. The City agrees that it shall not use or rely upon the surface water management facilities located on the Brightwater Property to manage any stormwater or surface water that will result from the construction of improvements, including paving or asphalt, on the Transferred Property. The City agrees that it will develop, construct and maintain any park facilities on the Transferred Property in strict compliance with all federal, state and local laws and regulations,

including, without limitation, the Department of Ecology 2012 Stormwater Management Manual for Western Washington, as amended in December 2014 (the "2014 SWMMWW"), or such later version in effect at the time of the City's development.

The City may, at its sole cost and expense, request permission from the County to discharge surface water from the City's development and/or from the City's construction of improvements, including asphalt or paving, on the Transferred Property to the County's on-site surface water management facilities. The City's request shall be accompanied by engineering reports and water quality analyses demonstrating all of the following: (1) that the County's on-site surface water management facilities have sufficient capacity to accommodate the City's proposed discharge, (2) that the City's proposed discharge shall meet all water quality standards and good engineering practices, (3) that the City's proposed use of the County's on-site surface water management facilities would meet all federal, state and local laws and regulations, including without limitation the Local Governmental Accounting Act, 43.09.210 and (4) that the City's proposed use of the County's on-site surface water management facilities shall not create or increase any cost or expense to the County. The County shall review the City's request and shall either grant, grant with conditions or deny the request, in the County's sole and absolute discretion. The County's determination regarding the City's request shall be final and shall not be subject to dispute resolution.

5.0. The Sensitive Area Agreement. The Sensitive Area Agreement requires, among other things, that the County perform monitoring and maintenance as set forth in the North Kenmore Portal Site Final Wetland Mitigation Plan (dated November 2011, Revised November 2012) for five (5) years beginning on March 6, 2015 and to submit to the City an annual monitoring report on or before October 31 of each such year. The Parties agree that this requirement for annual monitoring and reporting shall be modified to match the other reporting requirements referenced above. Therefore, notwithstanding anything to the contrary in the Sensitive Area Agreement, the Parties agree that the County shall submit to the City monitoring reports in years 1, 2, 3 and 5 beginning on October 31, 2016 and ending on October 31, 2020 (the "Sensitive Area Monitoring Period").

5.1. At the end of the Sensitive Area Monitoring Period and pursuant to the Deed and Land Transfer Agreement, the City shall maintain the Brightwater Wetland Area of the Transferred Property in perpetuity as wetland habitat. At the end of the Sensitive Area Monitoring Period the City shall continue to prohibit both active recreation and motorized recreation in the Brightwater Wetland Area unless the requirement for such prohibition is removed or modified by the written agreement of the Corps, the State of Washington and the City.

6.0. City Use of Transferred Property. The City agrees that it shall not alter or construct any improvements, impervious surfaces, fencing or barriers on the Transferred Property that would have the effect of altering the flow of water to, in and through Streams F, G and H or the Brightwater Wetland Area.

7.0. County Access to Transferred Property. As set forth in the reserved easement (Exhibit E to the Deed), the County shall have continuous access to the Transferred Property to, without limitation, inspect and maintain as described therein the Brightwater Wetland Area and the landscaping, habitat and irrigation and watering systems on the Transferred Property.

8.0 Order of Precedence. Any inconsistency or conflict between the documents shall be resolved by giving precedence in the following descending order:

i. The Deed
ii. The Land Transfer Agreement
iii. This Agreement

9.0. Exhibits. The exhibits included in this Agreement are identified below and incorporated herein by this reference.

Exhibit 1, the Land Transfer Agreement
Exhibit 2, Quit Claim Deed
Exhibit 3, the Boundary Line Adjustment BLA2005-036 and Record of Survey

KING COUNTY, a political subdivision of the State of Washington

By:_____ Dated_____
Name:_____
Its:_____

CITY OF KENMORE, a municipality of the State of Washington

By:_____ Dated_____
Name:_____
Its:_____

EXHIBIT 1 Attachment B

Intergovernmental Land Transfer Agreement Between King County and the City of Kenmore

Relating to the Ownership, Operation and Maintenance of Parks, Open Space and Recreation Facilities

This Agreement is made and entered into this day by and between the City of Kenmore, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS the Brightwater regional wastewater treatment system, the "Brightwater Project" includes the construction of a new regional wastewater treatment plant in unincorporated Snohomish County; deep tunnel conveyance facilities through several jurisdictions; a marine outfall in unincorporated Snohomish County; and five primary portal sites in the cities of Bothell, Kenmore and Shoreline and in unincorporated Snohomish County. One of the primary portals is the "North Kenmore Portal," also known as Portal 44, located within the City of Kenmore.

WHEREAS the City and the County have executed a mitigation agreement to address the potential significant adverse environmental impacts of the Brightwater Project on the City of Kenmore and its residents. As part of the negotiated mitigation agreement King County agreed that real property acquired for the North Kenmore Portal that is not needed by King County for the maintenance, operation, repair, expansion or addition of any portal, conveyance or utility structures and facilities would be considered surplus property and would be transferred to the City of Kenmore after final acceptance by County of the construction at the North Kenmore Portal.

WHEREAS the surplus property to be transferred to the City of Kenmore, the "Transferred Property" is intended to serve in perpetuity as community mitigation in the form of wetlands, streams and riparian habitat, parkland, open space, and recreational space for the citizens of Kenmore, King County and the ratepayers of the King County regional wastewater service area.

WHEREAS as part of the negotiated mitigation agreement, the City and County agreed that the wetland properties on the North Kenmore Portal site would also be transferred to the City for ongoing use and maintenance consistent with federal and state laws and regulations and the federal and state permit conditions governing the Brightwater Project.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Division of the North Kenmore Portal Property into Legal Lots and Conveyance of Title

1.1. Prior to the final acceptance by County of the construction

at the North Kenmore Portal the City and County shall determine the legal descriptions for (1) the areas used and needed by the County for the Brightwater facilities and structures, including future facilities and structures that might be needed to maintain, operate, repair, or expand any portal, conveyance or utility structures and facilities (the "Brightwater Property") and (2) the remaining, surplus property, also known as the Transferred Property. The City and County shall divide the Brightwater Property and the Transferred Property into two or more legal lots, the number and configuration of which shall be acceptable to the County.

1.2 After final acceptance by County of the construction at the North Kenmore Portal, King County shall convey to the City by quit claim deed subject to the conditions and exceptions set forth in this Agreement and its Exhibits all its interest, in the legal lot(s) created for the Transferred Property pursuant to section 1.1.

1.3 The conveyance of the Transferred Property referenced in paragraph 1.1 is contingent on the County dividing the Brightwater Property and the Transferred Property through a municipal subdivision, boundary line adjustment, or other appropriate procedure and completing any survey required to support such division. If this contingency is not satisfied by the time for conveyance called for in Section 1.2, conveyance will be postponed until the contingency is satisfied.

1.4 All deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows: The City covenants that the Transferred Property shall be used in perpetuity for public park, recreation or open space purposes."

"The City further acknowledges that a portion of the Transferred Property depicted in Exhibit A contains wetlands, streams and riparian habitat, and were purchased for wetland impact mitigation and the City covenants that it shall abide by and enforce all terms, conditions and restrictions contained in the County's federal Section 404 permit with the Army Corps of Engineers and the Hydraulic Project Approval with the State of Washington."

"The City covenants that the wetland portion of the Transferred Property will continue to be used in perpetuity for the purposes contemplated by the County's 404 permit, the Hydraulic Project Approval and the City's Final Mitigation Plan-Critical Areas approval, which prohibit both active recreation and motorized recreation unless modified by the City of Kenmore, Army Corp. of Engineers and the State of Washington.

"The City covenants that the Transferred Property shall not be transferred or

conveyed except by agreement providing that the Transferred Property shall continue to be used in perpetuity for the purposes contemplated by the County's permits, approvals and by this Agreement, and that the Transferred Property shall not be converted to a different use than allowed by this Agreement."

"The City further covenants that it will not limit or restrict access to and use of the Transferred Property by non-City residents in any way that does not also apply to City residents. The City covenants that if differential fees for non-City residents are imposed; they will be reasonably related to the cost borne by City taxpayers to maintain, improve or operate the Transferred Property for parks recreation or open space purposes."

"The City covenants that it shall place the preceding covenants in any deed transferring the Transferred Property or a portion of the Transferred Property for public park, recreation or open space uses."

1.5 In conveying the Transferred Property by deed, the County shall reserve a Utility Easement within the Transferred Property in substantially the form of Exhibit C, attached hereto and made a part of this Agreement by reference.

1.6 In conveying the Transferred Property by deed as referenced in paragraph 1.1, the County shall also reserve easements for all County-owned utilities or other facilities currently located within the Transferred Property or currently planned for the Transferred Property, and for all easements previously granted to the County that
were lost through merger when the County acquired the Property. Such easements will include rights of access to all such facilities. The current easements are described in the Fourth Title Report prepared for the North Kenmore Portal Property dated January 18, 2005, which may be updated from time to time. The County will notify the City of all easements it intends to reserve under this provision prior to the time of conveyance called for by paragraph 1.1 of this Agreement.

2. Existing Restrictions, Agreements, Contracts or Permits

The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title, as set forth in (a) the most recent title report provided to the City (the "Encumbrances") (b) the City's Final Mitigation Plan-Critical Areas approval for the North Kenmore Portal, (c) in the reserved Utility Easements described in Paragraphs 1.5 and 1.6 above and (d) in the deed of conveyance which will contain the provisions of Paragraph 1.4 above. These Encumbrances will be identified in the deed or as exceptions identified in the preliminary commitment for title insurance The final verification of the legal description of the Transferred Property will be provided to the City prior to the time of conveyance called for by paragraph 1.1 of this Agreement.

3. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

3.1 The City has inspected and knows the condition of the Transferred Property and agrees to accept the Transferred Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Transferred Property.

3.2 King County acquired the Transferred Property by condemnation for the Brightwater Project and thus King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Transferred Property, and no official, employee, representative or agent of King County is authorized to represent otherwise.

3.3 The City acknowledges and agrees that the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Transferred Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

4. Environmental Liability

4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

4.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Transferred Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Transferred Property, changing the configuration of the Transferred Property, or changing the use of the Transferred Property.

4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 30 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation. The parties acknowledge that if hazardous materials on the Transferred Property pose an imminent threat to human health or the environment emergency response may be required before the parties can agree on the responsibility for remediation.

4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

5. Indemnification and Hold Harmless

5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Transferred Property that occurred prior to the effective date of conveyance of the Transferred Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

5.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Transferred Property that occurred on or after the effective date of conveyance of the Transferred Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 4 of this Agreement, and except to the extent that the occurrence is caused by or results from a negligent act or omission of King County, its officers, agents and employees occurring on or after the effective date of conveyance of the Transferred Property to the City. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and

their respective officers, agents and employees, the City shall satisfy the same.

5.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Transferred Property.

5.5 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

6. Audits and Inspections

6.1 Until December 31, 2016, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

7. Waiver and Amendments

7.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

8. Entire Agreement and Modifications

8.1 This Intergovernmental Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

9. Duration and Authority

9.1 This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

10. Notice

10.1 Any notice provided for herein shall be sent to the respective parties at:

King County
Department Director
Department of Natural Resources and Parks
Wastewater Treatment Division,
Major Capital Improvement Program
201 South Jackson Street, Suite 503
Seattle, Washington 98104-3855

City:

11. Exhibits

11.1 The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

Exhibit A	General Description of Brightwater Property and Transferred Property
Exhibit B	Legal Description of Brightwater Property and Transferred Property (to be created pursuant to section 1.3)
Exhibit C	Reservation of Utility Easement

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

King County

11/28/07
Date

Approved as to Form:

King County
Deputy Prosecuting Attorney

November 20, 2007
Date

City of Kenmore

May 7, 2007
Date

Approved as to Form:

City Attorney

May 7, 2007
Date

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State

My appointment expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State

My appointment expires _____

EXHIBIT A
Property Descriptions

EXHIBIT B
Legal Descriptions

EXHIBIT C

Recording Requested By And
When Recorded Mail To:
Pam Elardo, Manager of Real Property and Permitting
King County
Department of Natural Resources
Wastewater Treatment Division
MS KSC-NR-600
201 South Jackson Street
Seattle, WA 98104-3855

Grantor: City of Kenmore, a municipal corporation
Grantee: King County, a political subdivision of the State of Washington
Abbreviated Legal Description:
Assessor's Tax Parcel Nos.:
Project: Brightwater/North Kenmore Portal
Parcel No.:

RESERVATION OF UTILITY EASEMENT

THIS RESERVATION OF UTILITY EASEMENT is made and effective as of _____, 2007, between King County, a political subdivision of the State of Washington, its successors and assigns (hereinafter together referred to as "County") and City of Kenmore, a municipal corporation in the State of Washington, its successors and assigns (hereinafter together referred to as "City").

RECITALS

City has agreed to acquire from the County and the County has agreed to convey to the City, for and in consideration of the terms and conditions of that certain inter-local transfer agreement, dated _____, , by and between City and County, and other valuable considerations, the receipt of which is hereby acknowledged, and hereby agree to the reservation for the benefit of County, of a permanent easement over, across, along, in, upon and under, the legally described property on Exhibit A attached hereto ("Property").

The County owns Utility facilities located on and under the Property. **Explain if there has been a merger of any easement.**

The County's agreement to convey the Property to the City is conditioned upon the County's reservation of permanent utility easements.

The City and County, by accepting and recording this Reservation of Utility Easement, hereby mutually covenant and agree as follows:

The County hereby reserves, for the purposes stated below, permanent utility easements over, across, along, in , upon and under the property more particularly described in Exhibit B, attached hereto and incorporated herein by reference ("Utility Easement" Area):

The Utility Easement being granted herein is for the purpose of installing, constructing, operating, maintaining, removing, re-constructing, repairing, replacing and using sewer pipeline or pipelines with all connections, manholes and appurtenances thereto, including fiber optic or communications lines used in conjunction with a sewer pipeline (hereinafter collectively referred to as "facilities"), within the Utility Easement Area, together with the right of ingress to and egress from said described property for the foregoing purposes.

The term of the utility easement shall be perpetual, and shall be appurtenant to, be binding upon, and run with the Property.

County shall, if the above described Property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above described Property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

County shall indemnify, defend and hold harmless City, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of said County, its officers, agents, or employees' errors or omissions in the performance of activities related to this easement, provided , however, that County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of City, its elected officials, officers, agents or employees. County agrees that it's obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, County by mutual negotiation, hereby waives as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

City shall indemnify, defend and hold harmless County, its elected officials, staff, officers, agents and employees , from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of said City, its officers, agents, or employees' acts, errors or omissions on the Property, both inside and outside the Utility Easement Area, provided, however, that City's obligation to indemnify, defend and hold harmless shall not extend to injuries sickness, death or damage caused by or resulting from the sole negligence of County, its elected officials, officers, agents or employees. City agrees that it's obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of it's employees, or its agents. For this purpose, City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the

Industrial Insurance provisions of Title 51 RCW.

WITNESSETH, the City has hereunto signed the day and year first above written.

GRANTOR:

_____

By: _____

Its _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 200_, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the_____ of the City of , a Washington political subdivision of the State if Washington, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Dated: _____

_____Notary Public in and for the State of Washington, residing at _____. My appointment expires _____.

ACCEPTED AND APPROVED:

KING COUNTY

BY: _____
Director, Departm

STATE OF WASHIN

COUNTY OF KING)

On this _____ day of _____, 200_, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pam Bissonnette, to me known to be the Director of the Department of Natural Resources of the County of King, a political subdivision of the State if Washington, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned and on oath stated that she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Dated: _____

_____Notary Public in and for the State of Washington, residing at _____. My appointment expires _____.

_____

EXHIBIT 2

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Regulatory Compliance and Land Acquisition Services
DNRP/WTD
KING COUNTY
201 South Jackson Street, Suite 0512
Seattle, WA 98104

Grantor: King County, a political subdivision of the State of Washington
Grantee: City of Kenmore, a municipal corporation of the State of Washington
Abbreviated Legal Description: Parcel B per Lot Boundary Adjustment No. BLA2005-036
Tax Parcel No.: 012604-9013

QUIT CLAIM DEED

Grantor, King County, a political subdivision of the State of Washington, for and in consideration of the covenants and mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quit claim to the City of Kenmore, a municipal corporation of the State of Washington, (the "City" or "Grantee") the real property described in **EXHIBIT A**, which is attached hereto, recorded along with this Deed and incorporated herein by this reference, subject to the permitted exceptions set forth in **EXHIBIT A**, (hereinafter, the "Property").

Grantor also reserves and the conveyance of the described property is subject to the following easements:

1. The Reservation of the Swamp Creek Connector Easement and Agreement attached hereto as **EXHIBIT B,** recorded along with this Deed and incorporated herein by this reference; and

2. The Reservation of the Brightwater Conveyance Tunnel Easement and Agreement attached hereto as **EXHIBIT C,** recorded along with this Deed and incorporated herein by this reference; and

3. The Reservation of a Temporary Construction Easement and Permanent Subsurface Utility Easement and Agreement attached hereto as **EXHIBIT D,** recorded along with this Deed and incorporated herein by this reference; and

4. The Reservation of a Brightwater Wetland Improvement Area Access Easement and Agreement, the "Access Easement" attached hereto as **EXHIBIT E,** recorded along with this Deed and incorporated herein by this reference.

In addition to the permitted Exceptions set forth on Exhibit A and the reserved easements set forth in Exhibits B, C, D and E, this Deed and Grantee's ownership of the described property are SUBJECT TO THE FOLLOWING COVENANTS, WHICH ARE INTENDED TO BE RUNNING COVENANTS BURDENING AND BENEFITING THE PARTIES, THEIR SUCCESSORS AND ASSIGNS:

The City covenants that the Property shall be used in perpetuity for public park, recreation and/or open space purposes.

The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Ordinance 15928 and the Intergovernmental Land Transfer Agreement between the County and the City, also known as City Contract No. 07-C606, including that the City covenants that the Property will continue to be used for the purposes contemplated by Ordinance 15928, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used in perpetuity for the purposes contemplated by King County Ordinance 15928 and that the Property shall not be converted to a different use than allowed by Ordinance 15928.

The City acknowledges that the Property contains wetlands, streams and riparian habitat and were purchased for wetland impact mitigation. The City covenants that it shall abide by and enforce all terms, conditions and restrictions contained in King County's federal Section 10/404 permit from the United States Army Corps of Engineers, Permit No. 200201289 (the "Brightwater 404 Permit");the Hydraulic Project Approval from the State of Washington, Department of Fish and Wildlife, Permit No. 122142-1 (the "Brightwater Hydraulic Project Approval"); the Water Quality Certification, Order No. 1840 from the Washington State Department of Ecology (the "Brightwater Water Quality Certification"); the Commercial Site Development Permit, File No. CSDP2005-037 issued by the City (the "Commercial Site Development Permit") ; the Public Agency Utility Exception issued by the City of Kenmore (the "PAUE File No. 2005-036"); the Sensitive Area Restoration Agreement issued by the City of Kenmore on March 19, 2013 (the "Sensitive Area Agreement") and the City's Final Mitigation Plan-Critical Areas approval, collectively, the "Brightwater Permits."

The City covenants that the wetland areas of the Property, which include, without limitation the area delineated in Exhibit E (the "Brightwater Wetland Areas") will continue to be used in perpetuity for the purposes contemplated by the Brightwater 404 permit, the Brightwater Hydraulic Project Approval, the City of Kenmore's Final Mitigation Plan-Critical Areas approval, the Brightwater Water Quality Certification, the Commercial Site Development Permit, the PAUE File No. 2005-036, and the Sensitive Area Agreement one or more of which documents prohibit both active recreation and motorized recreation in the Brightwater Wetland and Stream Areas unless such permit(s) and approvals are modified by the City of Kenmore, the United States Army Corp. of Engineers and the State of Washington.

The City covenants that it will not disturb damage or destroy the Brightwater Wetland Area depicted in EXHIBIT E, streams F, G and H or the current drainage patterns that currently

provide the water to the Brightwater Wetland Area and Streams F, G and H as depicted in EXHIBIT E.

The City covenants that it will not alter the Property or construct any improvements or impervious surfaces or erect any fencing or barriers that have the effect of altering the existing storm water system that serves the adjacent Brightwater property, Parcel A of Lot Boundary Adjustment No. BLA2005-036. The City covenants that it will develop, construct and maintain any park facilities on parcel in strict compliance with all federal, state and local laws and regulations, including, without limitation, the City of Kenmore's adopted Surface Water Manual in effect at the time of the City's development.

The City covenants that it will not limit or restrict access to and use of the Property by non-City residents in any way that does not also apply to City residents. The City covenants that if differential fees for non-City residents are imposed they will be reasonably related to the cost borne by City taxpayers to maintain, improve or operate the Property for parks recreation or open space purposes.

The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation.

The City covenants that it shall not transfer or convey the Property except by a written agreement and deed requiring that the Property continue to be used in perpetuity for public park, recreation or open space uses in strict conformance with the Brightwater Permits and that the Property shall not be converted to a different use.

INTERPRETATION OF DOCUMENTS.

This Quit Claim Deed is executed and recorded along with the easements and covenants referenced above and contained herein. Grantor and Grantee intend that the Deed, the covenants and each of the listed documents be interpreted together and construed as mutually incorporated with one another.

Dated this_____day of_____, 20_____.

GRANTOR:

KING COUNTY, a political subdivision of the State of Washington

By:_____
Name:_____
Its:_____

ACKNOWLEDGED, ACCEPTED, AGREED AND APPROVED

GRANTEE:

CITY OF KENMORE, a municipality of the State of Washington

By:_____
Name:_____
Its:_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

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

Dated_____

_____
NOTARY PUBLIC in and for the State
of Washington,residing at_____
My appointment expires_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day personally appeared before me_____ to me known to be the_____of the City of Kenmore, the municipal corporation of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned, and that he/she was authorized to execute the said instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State
of Washington,residing at_____
My appointment expires_____

QUIT CLAIM DEED EXHIBIT A

Property Legal Description

CITY OF KENMORE PARCEL B PER LOT BOUNDARY ADJUSTMENT NO. BLA2005-036:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID SOUTHEAST QUARTER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 849.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 442.17 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 80TH AVENUE NORTHEAST;

THENCE S02°21'27"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 86.02 FEET;

THENCE N57°00'56"E, A DISTANCE OF 62.77 FEET;

THENCE S87°58'20"E, A DISTANCE OF 25.88 FEET;

THENCE S08°06'27"E, A DISTANCE OF 159.49 FEET;

THENCE S87°58'20"E, A DISTANCE OF 125.24 FEET;

THENCE N11°48'15"W, A DISTANCE OF 147.23 FEET;

THENCE N42°46'42"W, A DISTANCE OF 19.78 FEET;

THENCE S87°58'20"E, A DISTANCE OF 104.24 FEET;

THENCE S00°03'21"W, A DISTANCE OF 136.05 FEET;

THENCE S21°42'10"E, A DISTANCE OF 20.91 FEET;

THENCE S89°56'39"E, A DISTANCE OF 122.22 FEET;

THENCE N00°03'21"E, A DISTANCE OF 42.00 FEET;

THENCE N16°21'51"E, A DISTANCE OF 101.97 FEET;

THENCE N00°03'00"E, A DISTANCE OF 60.16 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE SOUTH 413.05 FEET THEREOF;

ALSO EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 80TH AVENUE NORTHEAST BY DEED RECORDED UNDER RECORDING NO. 2954823.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

QUIT CLAIM DEED EXHIBIT A

Permitted Exceptions

1. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes

2. Easement and the terms and conditions thereof:
   Grantee: Puget Sound Power & Light Company
   Purpose: Electric transmission and/or distribution line(s)
   Area affected: a portion of said premises
   Recorded: February 21, 1978
   Recording No.: 7802210695

3. Easement and the terms and conditions thereof:
   Purpose: Utilities including water lines
   Area affected: a portion of said premises
   As disclosed by: Road Maintenance
   Agreement Recorded: October 24, 1983
   Recording No.: 8310240924

4. Agreement and the terms and conditions thereof: Recorded: October 24, 1983
   Recording No.: 8310240924
   Regarding: Road Maintenance

5. Matters set forth by survey:
   Recorded: June 17, 1985
   Recording No.: 8506179001

QUIT CLAIM DEED EXHIBIT B

RESERVATION OF SWAMP CREEK CONNECTOR EASEMENT AND AGREEMENT

THIS RESERVATION OF THE SWAMP CREEK CONNECTOR EASEMENT is made and effective as of the date of the Quit Claim Deed in which it is incorporated and is between King County, a political subdivision of the State of Washington its successors and assigns (hereinafter collectively referred to as the "County") and the City of Kenmore, a municipal corporation of the State of Washington, its successors and assigns (hereinafter collectively referred to as the "City").

RECITALS

A. The City is acquiring from the County and the County is conveying to the City for and in consideration of the terms and conditions of that certain Intergovernmental Land Transfer Agreement between the City and the County dated on or about November 28, 2007 (the "Land Transfer Agreement") that certain real property referred to as a portion of the Brightwater North Kenmore Portal Property, the legal description of which is attached to the Quit Claim Deed as EXHIBIT A (the "Property").

B. As part of the construction of the Brightwater Regional Wastewater Treatment System (the "Brightwater Regional System"), which serves parts of King and Snohomish counties, the County constructed the Swamp Creek Connector, including, a sewer trunk line, sewer pipeline or pipelines with all related equipment, manholes, appurtenances and utility connections including without limitation, fiber optic or communications lines in conjunction with the pipelines and related equipment (hereinafter collectively referred to as the "Swamp Creek Connector Facilities" or "Facilities") through a portion of the Property. In order for the County to operate and maintain the Brightwater Regional System it is necessary for the County to reserve a perpetual subsurface easement in the Property reserving to the County and its successors and assigns the right to install, construct, own, operate, maintain, use, repair and replace the Swamp Creek Connector Facilities to provide for the conveyance of sewage to the Brightwater Regional System and the conveyance of treated wastewater to outfalls located in Puget Sound.

C. The County's agreement to convey the Property to the City is conditioned upon the County's reservation of a permanent easement for the Swamp Creek Connector Facilities (the "Swamp Creek Connector Easement").

D. The County hereby reserves and the City hereby accepts the reservation, for the benefit of the Facilities, of a permanent easement over, across, through, along, in, upon and under the portion of the Property, the legal description of which is attached hereto as EXHIBIT B-1 and is depicted in EXHIBIT B-2 as the "Swamp Creek Connector Easement Area" and is incorporated herein by this reference.

By accepting and recording this Reservation of Swamp Creek Connector Easement and in consideration of the terms and conditions of the Land Transfer Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County mutually covenant and agree as follows:

AGREEMENT

1. All of the recitals set forth above are incorporated into this Swamp Creek Connector Easement as though fully set forth herein. The County hereby reserves for the purposes stated below, a permanent easement over, across, through, along, in, upon and under the Property the legal description of which is attached hereto as EXHIBIT B-1 and is depicted in EXHIBIT B-2.

2. The Swamp Creek Connector Easement being reserved herein is for the purpose of installing, constructing, operating, maintaining, removing, re-constructing, repairing, replacing and using the Swamp Creek Connector Facilities within the Swamp Creek Connector Easement Area, together with a right of access in, on and through the Property for ingress and egress to and from the Swamp Creek Connector Easement Area for personnel, vehicles and equipment as may be necessary or incidental to the County's installation, construction, operation, maintenance, removal, reconstruction, use, repair and replacement of the Facilities. The Facilities and any and all improvements of any kind that are now or hereafter acquired, constructed or installed within the Swamp Creek Connector Easement Area shall be and shall at all times remain the property of the County.

3. The term of the Swamp Creek Connector Easement shall be perpetual, shall be appurtenant to, be binding upon, and run with the Property.

4. The County shall, if the Property is disturbed by the maintenance, removal, repair or replacement of the Facilities, restore the surface of the Property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

5. The County shall indemnify, defend and hold harmless the City, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of acts or omissions of the County, its officers, agents, or employees related to this Swamp Creek Connector Easement and the facilities within it, provided, however, that the County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage to the extent they are caused by or result from the negligence of the City, its elected officials, officers, agents or employees. The County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the County by mutual negotiation hereby waives as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

6. The City shall indemnify, defend and hold harmless the County, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of the negligent acts or omissions of the City, its officers, agents, or employees in the performance of activities related to this Swamp Creek Connector Easement provided, however, that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries sickness, death or damage to the extent they are caused by or

result from the negligence of the County, its elected officials, officers, agents or employees. The City agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or its agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

7. In the event it is determined that RCW 4.24.115 applies to this Swamp Creek Connector Easement, then the County and the City each agree to defend, hold harmless and indemnify the other to the maximum extent permitted thereunder, and specifically for their own negligence concurrent with that of the other party.

8. All rights that may be used and enjoyed without interfering with the Swamp Creek Connector Easement rights reserved by the County herein and that do not obstruct or endanger the usefulness of the Facilities and any other improvements now or hereafter maintained by the County in the Swamp Creek Connector Easement Area are reserved to the City. Prior to any construction, work or any other activity by the City that requires use of the subsurface of the Property within a distance of twenty (20) feet from the upper limit of the Swamp Creek Connector Facilities which are approximately thirty-four (34) feet below the present surface elevation of the Property, the City shall notify the County in writing and provide the County with a copy of all plans and specifications for such proposed construction, work or activity for review at least thirty (30) days prior to commencement of such activity. The City shall not commence such construction, work or activity unless and until it has received the County's prior written consent that the proposed construction, work or activity will not interfere with the County's rights under this Swamp Creek Connector Easement as determined by the County in its sole judgment and discretion. The County's review and approval of the City's plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to the County and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of the City's plans and specifications or whether the City's construction, work or activity complies with other applicable laws, building codes and other governmental rules and regulations.

EXHIBIT B-1

SWAMP CREEK CONNECTOR EASEMENT

ALL THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE S02°23'30"W ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 909.75 FEET, TO THE NORTH LINE OF THE SOUTH 413.05 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE N87°57'43"W ALONG SAID NORTH LINE, A DISTANCE OF 1290.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY MARGIN OF 80TH AVENUE NORTHEAST, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S87°57'43"E, ALONG SAID NORTH LINE, A DISTANCE OF 80.00 FEET;

THENCE N02°21'27"E, A DISTANCE OF 80.00 FEET;

THENCE N87°57'43"W, A DISTANCE OF 21.43 FEET TO **POINT "A"**;

THENCE CONTINUING N87°57'43"W, A DISTANCE OF 58.57 FEET TO A POINT ON THE EAST RIGHT-OF-WAY MARGIN OF 80TH AVENUE NORTHEAST;

THENCE S02°21'27"W ALONG SAID EAST RIGHT-OF-WAY MARGIN, TO THE **TRUE POINT OF BEGINNING**;

TOGETHER WITH A STRIP OF LAND, 40.00 FEET IN WIDTH, HAVING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED **POINT "A"**;

THENCE N25°27'04"E, A DISTANCE OF 681.47 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND RETAINED BY KING COUNTY WASTEWATER DIVISION.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED, TO CONFORM WITH THE ABOVE DESCRIBED EASEMENT AREA AND THE SOUTH LINE OF SAID KING COUNTY WASTEWATER DIVISION RETAINED PARCEL.

CONTAINING APPROXIMATELY 33,659 SQUARE FEET.

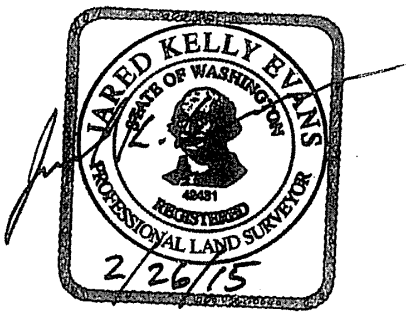
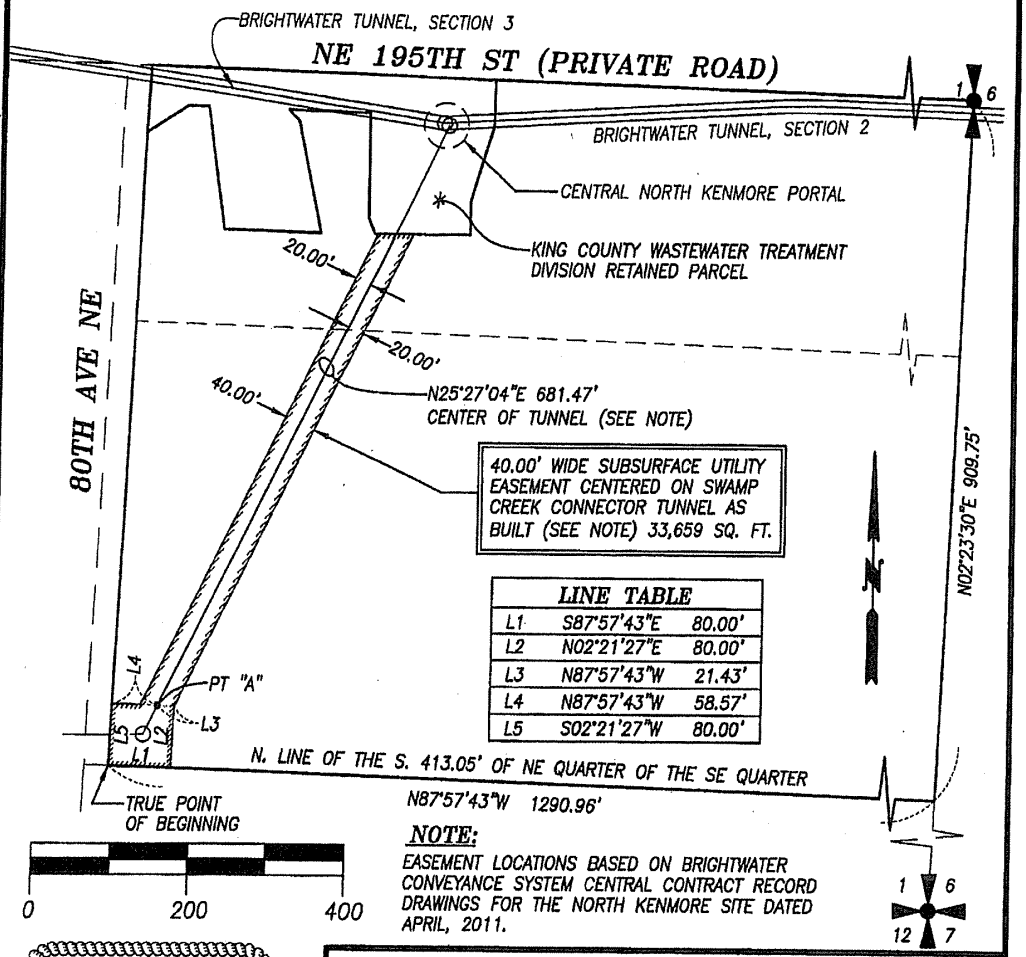


EXHIBIT B-2
SWAMP CREEK CONNECTOR EASEMENT



LINE TABLE		
L1	S87°57'43"E	80.00'
L2	N02°21'27"E	80.00'
L3	N87°57'43"W	21.43'
L4	N87°57'43"W	58.57'
L5	S02°21'27"W	80.00'

NOTE:
EASEMENT LOCATIONS BASED ON BRIGHTWATER CONVEYANCE SYSTEM CENTRAL CONTRACT RECORD DRAWINGS FOR THE NORTH KENMORE SITE DATED APRIL, 2011.

JARED K. EVANS
STATE OF WASHINGTON
42431
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/26/15

KING COUNTY SURVEY UNIT
DEPT. OF TRANSPORTATION
ROADS DIVISION
155 MONROE AVE NE • RENTON • WA • 98056

206-296-6508 (OFFICE)
206-296-7719 (FAX)

EASEMENT EXHIBIT MAP FOR:

KING COUNTY WTD
NE 1/4, SE 1/4, SEC.1, T.26N., R.4E., W.M.

DWN. BY	DATE	REV. BY	DATE	PROJECT MANAGER	SCALE
JKE	2/9/15			J. EVANS	1"=200'
DRAWING FILENAME	CHK. BY	F.B. NO.	JOB NO.	SHT. NO.	
B-2 EXHIBIT.DWG	TSC	14035	14035	1 of 1	

QUIT CLAIM DEED EXHIBIT C

RESERVATION OF BRIGHTWATER CONVEYANCE TUNNEL EASEMENT AND AGREEMENT

THIS RESERVATION OF THE BRIGHTWATER CONVEYANCE TUNNEL EASEMENT is made and effective as of the date of the Quit Claim Deed in which it is incorporated and is between King County, a political subdivision of the State of Washington its successors and assigns (hereinafter collectively referred to as the "County") and the City of Kenmore, a municipal corporation of the State of Washington, its successors and assigns (hereinafter collectively referred to as the "City").

RECITALS

A. The City is acquiring from the County and the County is conveying to the City for and in consideration of the terms and conditions of that certain Intergovernmental Land Transfer Agreement between the City and the County dated on or about November 28, 2007 (the "Land Transfer Agreement") that certain real property referred to as a portion of the Brightwater North Kenmore Portal Property, the legal description of which is attached to the Quit Claim Deed as EXHIBIT A (the "Property").

B. As part of the construction of the Brightwater Regional Wastewater Treatment System (the "Brightwater Regional System"), which serves parts of King and Snohomish counties, the County constructed a portion of the Brightwater conveyance tunnel and pipelines together with all related equipment, appurtenances and utilities (hereinafter collectively referred to as the "Brightwater Conveyance Tunnel Facilities") through a portion of the Property. In order for the County to operate and maintain the Brightwater Regional System it is necessary for the County to reserve a perpetual subsurface easement in the Property reserving to the County and its successors and assigns the right to install, construct, own, operate, maintain, use repair and replace underground tunnels, pipelines, pump stations and related equipment, appurtenances, utilities and facilities to provide for the conveyance of sewage to the Brightwater Regional System and the conveyance of treated wastewater to outfalls located in Puget Sound.

C. The County's agreement to convey the Property to the City is conditioned upon the County's reservation of a permanent easement for the Brightwater Conveyance Tunnel Facilities.

D. The County hereby reserves and the City hereby accepts the reservation, for the benefit of the Brightwater Regional System, a permanent easement over, across, through, along, in, upon and under that portion of the Property, the legal description of which is attached hereto as EXHIBIT C-1 (the "Brightwater Conveyance Tunnel Easement") and is depicted in EXHIBIT C-2 as the "Brightwater Conveyance Tunnel Easement Area" and is incorporated herein by this reference.

By accepting and recording this Reservation of the Brightwater Conveyance Tunnel Easement and in consideration of the terms and conditions of the Land Transfer Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County mutually covenant and agree as follows:

AGREEMENT

1. All of the recitals set forth above are incorporated into this Brightwater Conveyance Tunnel Easement as though fully set forth herein. The County hereby reserves for the purposes stated below, a permanent easement over, across, through, along, in, upon and under the Property the legal description of which is attached hereto as EXHIBIT C-1 and is depicted in EXHIBIT C-2.

2. The Brightwater Conveyance Tunnel Easement being reserved herein is for the purpose of installing, constructing, operating, maintaining, removing, re-constructing, repairing, replacing and using a tunnel, pipelines, and related equipment, appurtenances, including, without limitation, fiber optic or communications lines utilities and facilities, to provide for the conveyance of sewage to the Brightwater Regional System and the conveyance of treated wastewater to outfalls located in Puget Sound within the Brightwater Conveyance Tunnel Easement Area, together with the right of ingress to and egress from the Property for the foregoing purposes. The Brightwater Conveyance Tunnel Facilities and any and all improvements of any kind that are now or hereafter acquired, constructed or installed within the Brightwater Conveyance Tunnel Easement Area shall be and shall at all times remain the property of the County.

3. The term of the Brightwater Conveyance Tunnel Easement shall be perpetual and shall be appurtenant to, be binding upon, and run with the Property.

4. The County shall, if the above described Property is disturbed by the maintenance, removal, repair or replacement of the Brightwater Conveyance Tunnel Facilities specified herein, restore the surface of the above described Property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

5. The County shall indemnify, defend and hold harmless the City, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of acts or omissions of the County, its officers, agents, or employees related to this Brightwater Conveyance Tunnel Easement and the facilities within it, provided, however, that the County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage to the extent they are caused by or result from the negligence of the City, its elected officials, officers, agents or employees. The County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the County by mutual negotiation hereby waives as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

6. The City shall indemnify, defend and hold harmless the County, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of the negligent acts or omissions of the City, its officers, agents, or employees in the performance of activities related to this Brightwater Conveyance Tunnel Easement provided, however, that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries sickness, death or damage to the extent they are

caused by or result from the negligence of the County, its elected officials, officers, agents or employees. The City agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or its agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

7. In the event it is determined that RCW 4.24.115 applies to this Brightwater Conveyance Tunnel Easement, then the County and the City each agree to defend, hold harmless and indemnify the other to the maximum extent permitted thereunder, and specifically for their own negligence concurrent with that of the other party.

8. All rights that may be used and enjoyed without interfering with the Brightwater Conveyance Tunnel Easement rights reserved by the County herein and that do not obstruct or endanger the usefulness of the Brightwater Conveyance Tunnel Facilities or any other improvements now or hereafter maintained by the County in the Brightwater Conveyance Tunnel Easement Area are reserved to the City. Prior to any construction, work or any other activity by the City that requires use of the subsurface of the Property within a distance of twenty (20) feet from the upper limit of the Brightwater Conveyance Tunnel Facilities which is approxiq2mately fifty-five (55) feet below the present surface elevation of the Property, the City shall notify the County in writing and provide the County with a copy of all plans and specifications for such proposed construction, work or activity for review at least thirty (30) days prior to commencement of such activity. The City shall not commence such construction, work or activity unless and until it has received the County's prior written consent that the proposed construction, work or activity will not interfere with the County's rights under this Brightwater Conveyance Tunnel Easement as determined by the County in its sole judgment and discretion. The County's review and approval of the City's plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to the County and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of the City's plans and specifications or whether the City's construction, work or activity complies with other applicable laws, building codes and other governmental rules and regulations.

EXHIBIT C-1

BRIGHTWATER CONVEYANCE TUNNEL EASEMENT

ALL THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1 BEARS S02°23'30"W, A DISTANCE OF 2645.61 FEET;

THENCE N87°58'20"W, A DISTANCE OF 559.15 FEET;

THENCE S86°46'05"W, A DISTANCE OF 290.49 FEET TO THE EAST LINE OF THAT PARCEL OF LAND RETAINED BY KING COUNTY WASTEWATER DIVISION;

THENCE S00°03'00"W ALONG SAID EAST LINE, A DISTANCE OF 33.52 FEET;

THENCE S16°21'51"W ALONG SAID EAST LINE, A DISTANCE OF 19.68 FEET TO **POINT "A"**;

THENCE N86°46'05"E, A DISTANCE OF 358.13 FEET TO THE POINT OF CURVATURE OF A 974.00 FOOT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°21'07", AN ARC DISTANCE OF 90.98 FEET;

THENCE S87°52'49"E, A DISTANCE OF 404.38 FEET TO THE EAST LINE OF SAID SECTION 1;

THENCE N02°23'30"E ALONG SAID EAST LINE TO THE **POINT OF BEGINNING**;

ALSO COMMENCING AT THE AFOREMENTIONED **POINT "A"**;

THENCE ALONG THE BOUNDARIES OF THE KING COUNTY WASTEWATER TREATMENT DIVISION RETAINED PARCEL THROUGH THE FOLLOWING COURSES:

THENCE S16°21'51"W, A DISTANCE OF 82.30 FEET; THENCE S00°03'21"W, A DISTANCE OF 42.00 FEET; THENCE N89°56'39"W, A DISTANCE OF 122.22 FEET; THENCE N21°42'10"W, A DISTANCE OF 20.91 FEET;

THENCE N00°03'21"E, A DISTANCE OF 112.58 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N00°03'21"E, A DISTANCE OF 23.46 FEET;

THENCE N87°58'20"W, A DISTANCE OF 104.24 FEET;

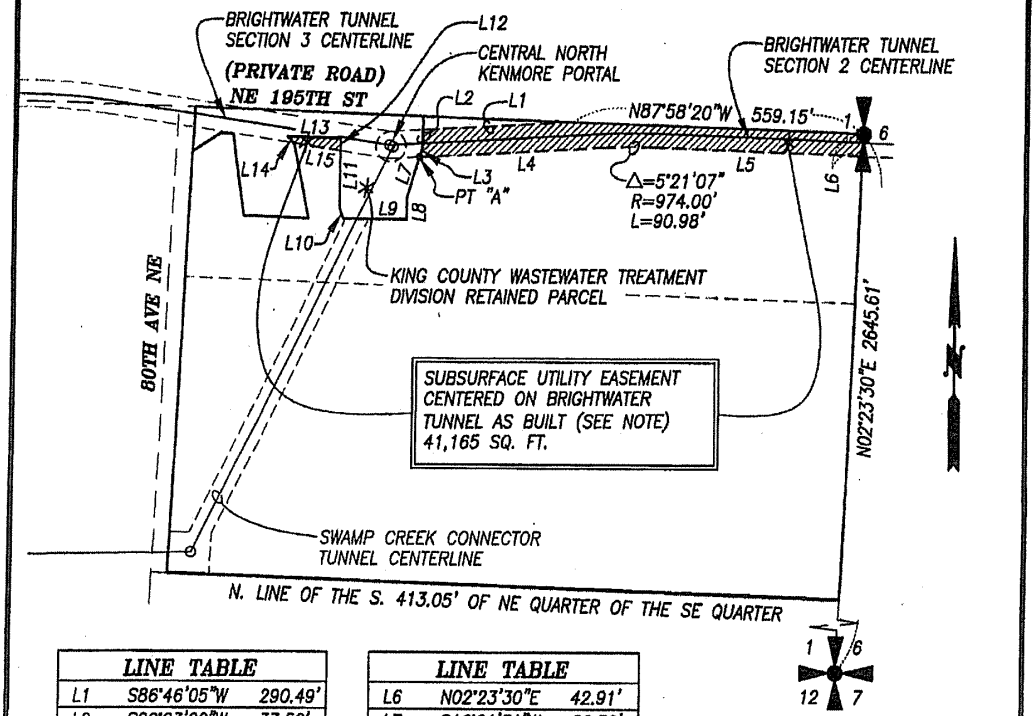
THENCE S42°46'42"E, A DISTANCE OF 17.51 FEET;

THENCE DEPARTING FROM SAID RETAINED BOUNDARIES S81°11'29"E, A DISTANCE OF 93.36 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING APPROXIMATELY 41,165 SQUARE FEET.

JARED KELLY EVANS
STATE OF WASHINGTON
42431
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/26/15

EXHIBIT C-2
BRIGHTWATER CONVEYANCE TUNNEL EASEMENT



LINE TABLE		
L1	S86°46'05"W	290.49'
L2	S00°03'00"W	33.52'
L3	S16°21'51"W	19.68'
L4	N86°46'05"E	358.13'
L5	S87°52'49"E	404.38'

LINE TABLE		
L6	N02°23'30"E	42.91'
L7	S16°21'51"W	82.30'
L8	S00°03'21"W	42.00'
L9	N89°56'39"W	122.22'
L10	N21°42'10"W	20.91'

LINE TABLE		
L11	N00°03'21"E	112.58'
L12	N00°03'21"E	23.46'
L13	N87°58'20"W	104.24'
L14	S42°46'42"E	17.51'
L15	S81°11'29"E	93.36'

GRAPHIC SCALE

0 300 600

NOTE:
EASEMENT LOCATIONS BASED ON BRIGHTWATER CONVEYANCE SYSTEM CENTRAL CONTRACT RECORD DRAWINGS FOR THE NORTH KENMORE SITE DATED APRIL, 2011.

JARED K. EVANS
STATE OF WASHINGTON
42431
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/26/15

KING COUNTY SURVEY UNIT
DEPT. OF TRANSPORTATION
ROADS DIVISION
155 MONROE AVE NE • RENTON • WA • 98056

206-296-6508 (OFFICE)
206-296-7719 (FAX)

EASEMENT EXHIBIT MAP FOR:

KING COUNTY WTD
NE 1/4, SE 1/4, SEC.1, T.26N., R.4E., W.M.

DWN. BY DATE	REV. BY DATE	PROJECT MANAGER	SCALE
JKE 2/10/15		J. EVANS	1"=300'
DRAWING FILENAME	CHK. BY / F.B. NO.	JOB NO.	SHT. NO.
C-2 EXHIBIT.DWG	TSC / 14035	14035	1 of 1

QUIT CLAIM DEED EXHIBIT D

RESERVATION OF TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SUBSURFACE UTILITY AND CONVEYANCE EASEMENT AND AGREEMENT

This Reservation of a Temporary Construction Easement and Permanent Subsurface Utility and Conveyance Easement is made and effective as of the date of the Quit Claim Deed in which it is incorporated and is between King County, a political subdivision of the State of Washington its successors and assigns (hereinafter collectively referred to as the "County") and the City of Kenmore, a municipal corporation of the State of Washington, its successors and assigns (hereinafter collectively referred to as the "City").

RECITALS

A. The City is acquiring from the County and the County is conveying to the City for and in consideration of the terms and conditions of that certain Intergovernmental Land Transfer Agreement between the City and the County dated on or about November 28, 2007 (the "Land Transfer Agreement") that certain real property referred to as a portion of the Brightwater North Kenmore Portal Property, the legal description of which is attached to the Quit Claim Deed as EXHIBIT A (the "Property").

B. The Land Transfer Agreement provides that the County shall reserve an easement for all County-owned utilities or other facilities currently located within the Property or planned for the Property. The County desires and plans to construct in the future, one or more underground utility pipelines together with any and all related facilities, including without limitation, odor control facilities, ducts, vaults, manholes, vents, meters, monitoring equipment, cabinets, containers, switches, transformers, conduits, wires, pump stations and other necessary and convenient equipment and appurtenances, including, but not limited to, all utility lines or equipment servicing said pipelines, pump stations and related equipment and appurtenances (hereinafter collectively, the "New Easement Improvements") in, on, over, under, across and through the Property.

C. The County's agreement to convey the Property to the City is conditioned upon the County's reservation of (1) a temporary construction easement over the surface of the Property for the construction of the New Easement Improvements, (2) a permanent subsurface utility and conveyance easement and (3) a right of access in, on and through the Property for ingress and egress to and from such easement area for personnel, vehicles and equipment as may be necessary or incidental to the County's installation, construction, ownership, use, operation, maintenance, repair and replacement of, one or more underground utility pipelines, odor control facilities, ducts, vaults, manholes, vents, meters, monitoring equipment, cabinets, containers, switches, transformers, conduits, wires, pump stations and other necessary and convenient equipment and appurtenances, including, but not limited to, all utility lines or equipment servicing said pipelines, pump stations and related equipment and appurtenances in, on and through the Property.

D. The County hereby reserves and the City hereby accepts the reservation of temporary construction easement and a permanent easement over, across, through, along, in, upon and under the Property, the legal description of which is attached hereto as EXHIBIT D-1 and is depicted in EXHIBIT D-2 (hereinafter the "Easement Area")

and is incorporated herein by this reference.

By accepting and recording this Reservation of a temporary construction easement and permanent subsurface utility and conveyance easement and in consideration of the terms and conditions of the Land Transfer Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County mutually covenant and agree as follows:

AGREEMENT

1. All of the recitals set forth above are incorporated into this Temporary Construction Easement and Permanent Subsurface Utility and Conveyance Easement (the "Easement") as though fully set forth herein. The County hereby reserves for the purposes stated below, a permanent easement over, across, through, along, in, upon and under the Property the legal description of which is attached hereto as EXHIBIT D-1 and as depicted in EXHIBIT D-2.

2. The Easement being reserved herein is as follows: (a) a subsurface easement twenty (20) feet wide, at a depth of three (3) feet or greater and located in the Easement Area, (b) a Temporary Construction Easement over the surface of the Easement Area for the construction of the New Easement Improvements and (c) a right of access in, on and through the Property for ingress and egress to and from the Easement Area for personnel, vehicles and equipment as reasonably necessary or incidental to the County's installation, construction, ownership, use, operation, maintenance, repair and replacement of the New Easement Improvements in, on and through the Property, within the Easement Area, together with a right of access in, on and through the Property for ingress and egress to and from the Easement Area for personnel, vehicles and equipment as may be necessary or incidental to the County's installation, construction, ownership, use, operation, maintenance, repair and replacement of the New Easement Improvements. Any and all improvements of any kind that are now or hereafter acquired, constructed or installed within the Easement Area shall be and shall at all times remain the property of the County.

3. The term of the Easement shall be perpetual and said easement shall be appurtenant to, be binding upon, and run with the Property.

4. The County shall, if the above described Property is disturbed by the maintenance, removal, repair or replacement of the New Easement Improvements, restore the surface of the Property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

5. The County shall indemnify, defend and hold harmless the City, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of acts or omissions of the County, its officers, agents, or employees related to this Easement and the facilities within it, provided, however, that the County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage to the extent they are caused by or result from the negligence of the City, its elected officials, officers, agents or employees. The County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the County by mutual negotiation hereby waives as

respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

6. The City shall indemnify, defend and hold harmless the County, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of the negligent acts or omissions of the City, its officers, agents, or employees in the performance of activities related to this Easement provided, however, that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries sickness, death or damage to the extent they are caused by or result from the negligence of the County, its elected officials, officers, agents or employees. The City agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or its agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

7. In the event it is determined that RCW 4.24.115 applies to this Easement, then the County and the City each agree to defend, hold harmless and indemnify the other to the maximum extent permitted thereunder, and specifically for their own negligence concurrent with that of the other party.

8. All rights that may be used and enjoyed without interfering with the Easement rights reserved by the County herein and that do not obstruct or endanger the usefulness of the New Easement Improvements or any other improvements now or hereafter maintained by the County in the Easement Area are reserved to the City.

EXHIBIT D-1

TEMPORARY CONSTRUCTION EASEMENT AND

PERMANENT SUBSURFACE UTILITY AND CONVEYANCE EASEMENT

ALL THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1 BEARS S02°23'30"W, A DISTANCE OF 2645.61 FEET;

THENCE N87°58'20"W, A DISTANCE OF 849.33 FEET TO THE EAST LINE OF THAT PARCEL OF LAND RETAINED BY KING COUNTY WASTEWATER DIVISION;

THENCE SOUTHERLY AND WESTERLY ALONG THE LINES OF SAID RETAINED PARCEL, THROUGH THE FOLLOWING COURSES:

THENCE S00°03'00"W, A DISTANCE OF 60.16 FEET;

THENCE S16°21'51"W, A DISTANCE OF 101.97 FEET;

THENCE S00°03'21"W, A DISTANCE OF 42.00 FEET;

THENCE N89°56'39"W, A DISTANCE OF 122.22 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE N89°33'52"W DEPARTING FROM SAID RETAINED PARCEL LINES, A DISTANCE OF 299.64 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 80TH AVENUE NORTHEAST, SAID POINT BEING THE **TERMINUS** OF THE HEREIN DESCRIBED LINE.

EXCEPT THOSE PORTIONS RETAINED BY KING COUNTY WASTEWATER DIVISION.

CONTAINING APPROXIMATELY 26,405 SQUARE FEET (0.61 ACRES).

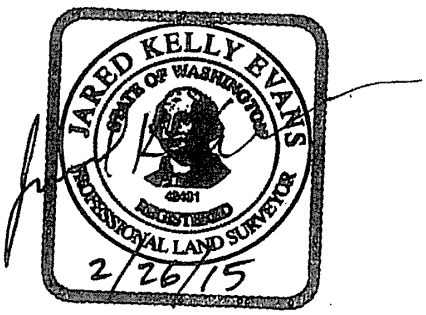
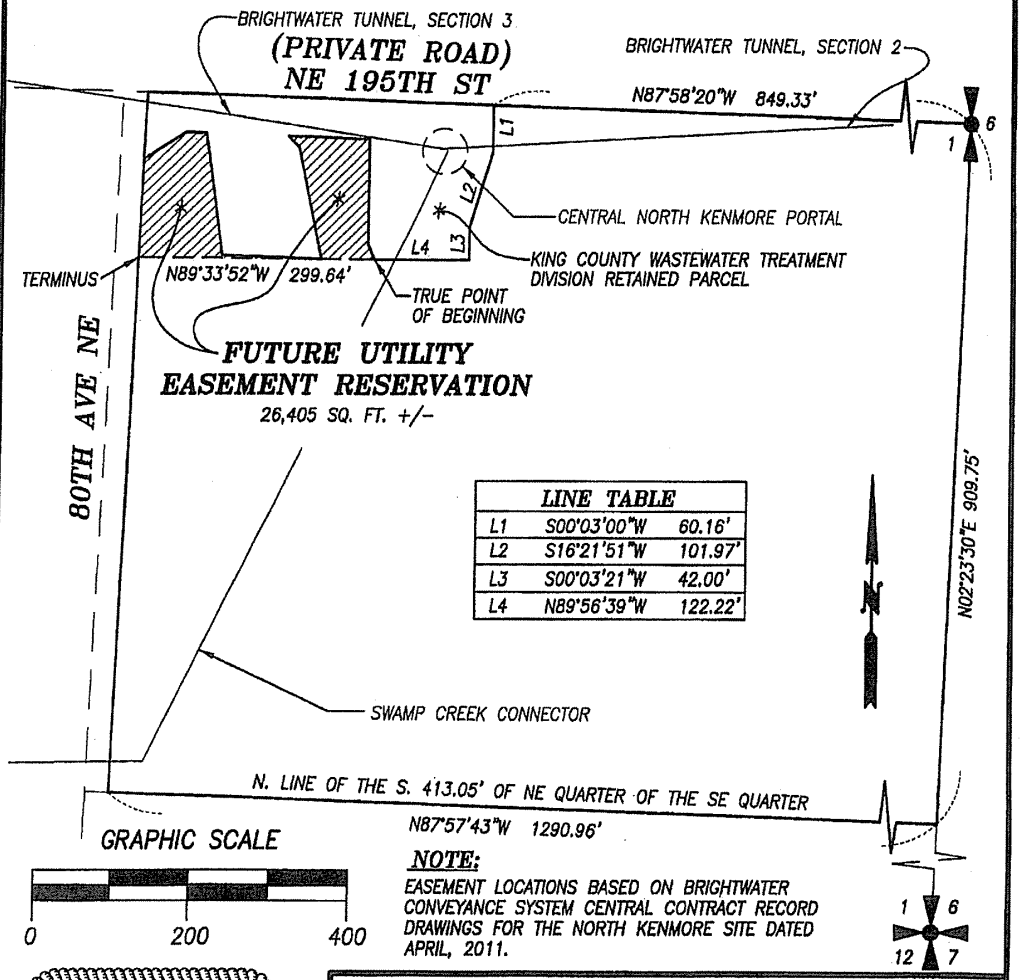


EXHIBIT D-2
TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SUBSURFACE UTILITY AND CONVEYANCE EASEMENT



LINE TABLE		
L1	S00°03'00"W	60.16'
L2	S16°21'51"W	101.97'
L3	S00°03'21"W	42.00'
L4	N89°56'39"W	122.22'

JARED K. EVANS
STATE OF WASHINGTON
42431
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/26/15

KING COUNTY SURVEY UNIT
DEPT. OF TRANSPORTATION
ROADS DIVISION
155 MONROE AVE NE • RENTON • WA • 98056

206-296-6508 (OFFICE)
206-296-7719 (FAX)

EASEMENT EXHIBIT MAP FOR:

KING COUNTY WTD

NE 1/4, SE 1/4, SEC.1, T.26N., R.4E., W.M.

DWN. BY	DATE	REV. BY	DATE	PROJECT MANAGER	SCALE
JKE	2/17/15			J. EVANS	1"=200'
DRAWING FILENAME	CHK. BY	F.B. NO.		JOB NO.	SHT. NO.
D-2 EXHIBIT.DWG	TSC	14035		14035	1 of 1

QUIT CLAIM DEED EXHIBIT E

RESERVATION OF BRIGHTWATER WETLAND ACCESS EASEMENT AND AGREEMENT

THIS RESERVATION OF BRIGHTWATER WETLAND ACCESS EASEMENT AND AGREEMENT is made and effective as of the date of the Quit Claim Deed in which it is incorporated and is between King County, a political subdivision of the State of Washington its successors and assigns (hereinafter collectively referred to as the "County") and the City of Kenmore, a municipal corporation of the State of Washington, its successors and assigns (hereinafter collectively referred to as the "City").

RECITALS

A. The City is acquiring from the County and the County is conveying to the City for and in consideration of the terms and conditions of that certain Intergovernmental Land Transfer Agreement between the City and the County dated November 28, 2007 (the "Land Transfer Agreement") that certain real property referred to as a portion of the Brightwater North Kenmore Portal Property, the legal description of which is attached to the Quit Claim Deed as EXHIBIT A (the "Property").

B. As part of the construction of the Brightwater Regional Wastewater Treatment System (the "Brightwater Regional System"), which serves parts of King and Snohomish counties, the County constructed wetland areas on the Property legally described in Exhibit E-1 and depicted in EXHIBIT E-2 (the "Wetland Access Easement Area"). As part of the construction of the Brightwater Regional System, the County also installed and constructed landscaping on other portions of the Property. Pursuant to federal, state and local permit requirements the County must maintain the wetlands, water courses and habitat for at least 10 years from the date of completion of the Brightwater Project. Pursuant to local permit requirements the County must maintain landscaping in the Wetland Access Easement Area and in other portions of the Property for a period of up to five (5) years. In order for the County to operate and maintain the wetlands and the landscaping in the Wetland Access Easement Area, and in other portions of the Property, it is necessary for the County to reserve a temporary access easement in the Property granting the County and its successors and assigns the right to monitor, install, construct, operate, maintain and repair the wetlands, water courses, habitat, landscaping, and the irrigation and watering systems within the Wetland Access Easement Area set forth in EXHIBIT E-1 and in other portions of the Property, legally described in Exhibit A to the Deed, as necessary or convenient to meet the requirements contained within the County's federal Section 10/404 permit from the United States Army Corps of Engineers, Permit No. 200201289 (the "Brightwater 404 Permit"), the Hydraulic Project Approval from the State of Washington, Department of Fish and Wildlife Permit No._122142-1 (the "Brightwater Hydraulic Project Approval"),the Water Quality Certification, Order No. 1840 from the Washington State Department of Ecology (the "Brightwater Water Quality Certification"), the Commercial Site Development Permit, File No. CSDP2005-037 issued by the City (the "Commercial Site Development Permit"), the Public Agency Utility Exception issued by the City of Kenmore (the "PAUE File No. 2005-036"), the Sensitive Area Restoration Agreement issued by the City of Kenmore on March 19, 2013 (the "Sensitive Area Agreement") and the City's Final Mitigation Plan-Critical Areas

approval (collectively hereinafter sometimes referred to as the "Brightwater Permits"), together with a right of access in, on and through the Property for personnel, vehicles and equipment as may be necessary or incidental to the County's installation, construction, use, operation, maintenance, repair, replacement and/or removal of the wetland area improvements and landscaping in the Wetland Access Easement Area and in other portions of the Property and the periodic testing of water quality. It is understood and agreed that it may be necessary for portions of the Property to be closed for brief periods of time and that the County will use reasonable efforts to minimize disruption of access during those times.

C. The County's agreement to convey the Property to the City is conditioned upon the County's reservation of a temporary access easement in the Property reserving to the County and its successors and assigns the right to monitor, install, construct, operate, maintain and repair the wetland area improvements and landscaping, including any irrigation and watering systems, contained within the wetland areas and within other portions of the Property.

D. The County hereby reserves and the City hereby accepts the reservation of an access easement in the Property reserving to the County and its successors and assigns the right to, without limitation, inspect, monitor, install, construct, operate, maintain and repair the wetland area improvements and landscaping on the Property.

By accepting and recording this reservation of the Brightwater Wetland Access Easement and Agreement and in consideration of the terms and conditions of the Land Transfer Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County mutually agree as follows:

AGREEMENT

1. All of the recitals set forth above are incorporated into this Brightwater Wetland Access Easement and Agreement as though fully set forth herein. The County hereby reserves for the purposes stated below, a temporary access easement over, across, through, along, in, upon and under (a) the Property, the legal description of which is attached to the Deed as EXHIBIT A and is depicted as Parcel B in the Record of Survey attached hereto as EXHIBIT E-3 and (b) the Brightwater wetland access easement area legally described in the attached EXHIBIT E-1 and depicted in EXHIBIT E-2. EXHIBITS E-1, E-2 and E-3 are incorporated herein by this reference. Hereinafter the easement areas set forth in this Paragraph 1(a) and 1(b) are collectively referred to as the "Access Easement."

2. The Access Easement being reserved herein is for the purpose of installing, constructing, operating, maintaining, monitoring, repairing, and removing, irrigation and watering systems and installing, constructing, operating, maintaining, monitoring, repairing and replacing the wetlands, water courses, habitat and landscaping as may be necessary or convenient to meet the requirements contained within the County's Brightwater 404 Permit, the Brightwater Hydraulic Project Approval, the Brightwater Water Quality Certification, the Commercial Site Development Permit, the "PAUE File No. 2005-036, the Sensitive Area Restoration Agreement and the City's Final Mitigation Plan-Critical Areas approval, together with a right of access in, on and through the Property for ingress and egress and for personnel, vehicles and equipment as may be necessary or incidental to the County's installation, construction, use, operation, maintenance, repair, replacement and/or removal of such improvements and landscaping and the

periodic testing of water quality (hereinafter collectively referred to as the "Wetland Area Improvements and Landscaping").

3. The term of this Access Easement shall be the later of (a) ten (10) years from the effective date hereof or (b) the date on which the County completes its obligations under each of the following: the County's Brightwater 404 Permit, the Brightwater Hydraulic Project Approval, the Brightwater Water Quality Certification, the Commercial Site Development Permit, the PAUE File No. 2005-036, the Sensitive Area Restoration Agreement and the City's Final Mitigation Plan-Critical Areas approval. This Access Easement shall be appurtenant to, be binding upon, and run with the Property.

4. After the term of this Access Easement, the City agrees to maintain and protect the functioning and integrity of the Wetland Area Improvements and Landscaping in conformance with the County's Brightwater 404 Permit, the Brightwater Hydraulic Project Approval, the Brightwater Water Quality Certification, the Commercial Site Development Permit, the PAUE File No. 2005-036, the Sensitive Area Restoration Agreement and the City's Final Mitigation Plan-Critical Areas approval.

5. The County shall indemnify, defend and hold harmless the City, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of acts or omissions of the County, its officers, agents, or employees related to this Access Easement and the facilities within it, provided, however, that the County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage to the extent they are caused by or result from the negligence of the City, its elected officials, officers, agents or employees. The County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the County by mutual negotiation hereby waives as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

6. The City shall indemnify, defend and hold harmless the County, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of the negligent acts or omissions of the City, its officers, agents, or employees in the performance of activities related to this Access Easement provided, however, that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries sickness, death or damage to the extent they are caused by or result from the negligence of the County, its elected officials, officers, agents or employees. The City agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or its agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

7. In the event it is determined that RCW 4.24.115 applies to this Access Easement, then the County and the City each agree to defend, hold harmless and indemnify the other to the

maximum extent permitted thereunder, and specifically for their own negligence concurrent with that of the other party.

EXHIBIT E-1

BRIGHTWATER WETLAND ACCESS EASEMENT

ALL THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE S02°23'30"W ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 909.75 FEET, TO THE NORTH LINE OF THE SOUTH 413.05 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE N87°57'43"W ALONG SAID NORTH LINE, A DISTANCE OF 823.98 FEET TO THE POINT OF CURVATURE OF 45.06 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N30°08'50"W, A DISTANCE OF 50.03 FEET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°26'14", AN ARC DISTANCE OF 53.04 FEET;

THENCE N00°46'44"E, A DISTANCE OF 28.94 FEET;

THENCE N26°16'54"E, A DISTANCE OF 30.38 FEET;

THENCE N18°57'37"E, A DISTANCE OF 71.42 FEET;

THENCE N08°35'46"E, A DISTANCE OF 86.94 FEET;

THENCE N07°19'15"W, A DISTANCE OF 117.77 FEET;

THENCE N04°07'38"W, A DISTANCE OF 70.85 FEET;

THENCE N18°50'35"W, A DISTANCE OF 40.51 FEET;

THENCE N38°12'08"W, A DISTANCE OF 50.45 FEET TO THE POINT OF CURVATURE OF A 94.33 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N21°29'45"W, A DISTANCE OF 50.21 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30°52'10", AN ARC DISTANCE OF 50.82 FEET;

THENCE N31°55'38"W, A DISTANCE OF 30.08 FEET;

THENCE N53°00'29"W, A DISTANCE OF 30.11 FEET TO THE POINT OF CURVATURE OF AN 84.90 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N46°52'01"W, A DISTANCE OF 69.05 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47°59'24", AN ARC DISTANCE OF 71.11 FEET;

THENCE N14°56'37"W, A DISTANCE OF 50.60 FEET TO THE POINT OF CURVATURE OF AN 151.39 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N29°18'11"W, A DISTANCE OF 59.83 FEET;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22°47'36", AN ARC DISTANCE OF 60.23 FEET;

THENCE N72°54'02"W, A DISTANCE OF 28.91 FEET TO TO THE EAST LINE OF THAT PARCEL OF LAND RETAINED BY KING COUNTY WASTEWATER DIVISION.

THENCE SOUTHERLY, WESTERLY, AND NORTHERLY ALONG THE LINES OF SAID RETAINED PARCEL, THROUGH THE FOLLOWING COURSES:

THENCE S11°48'15"E, A DISTANCE OF 56.40 FEET;

THENCE N87°58'20"W, A DISTANCE OF 125.24 FEET;

THENCE N08°06'27"W, A DISTANCE OF 159.49 FEET;

THENCE N87°58'20"W, A DISTANCE OF 25.88 FEET;

THENCE S57°00'56"W, A DISTANCE OF 62.77 FEET TO A POINT ON THE EAST RIGHT-OF-WAY MARGIN OF 80TH AVENUE NORTHEAST;

THENCE S02°21'27"W, DEPARTING SAID RETAINED PARCEL AND ALONG SAID EAST RIGHT-OF-WAY MARGIN, A DISTANCE OF 823.49 FEET TO THE NORTH LINE OF THE SOUTH 413.05 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE S87°57'43"E ALONG SAID NORTH LINE, A DISTANCE OF 466.98 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING APPROXIMATELY 314,854 SQUARE FEET (7.23 ACRES).

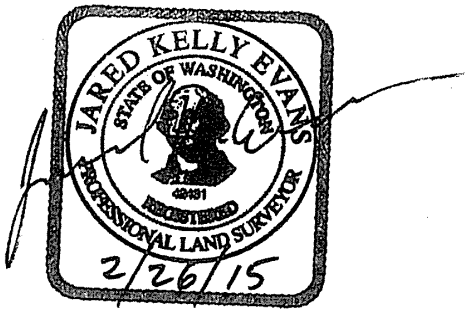
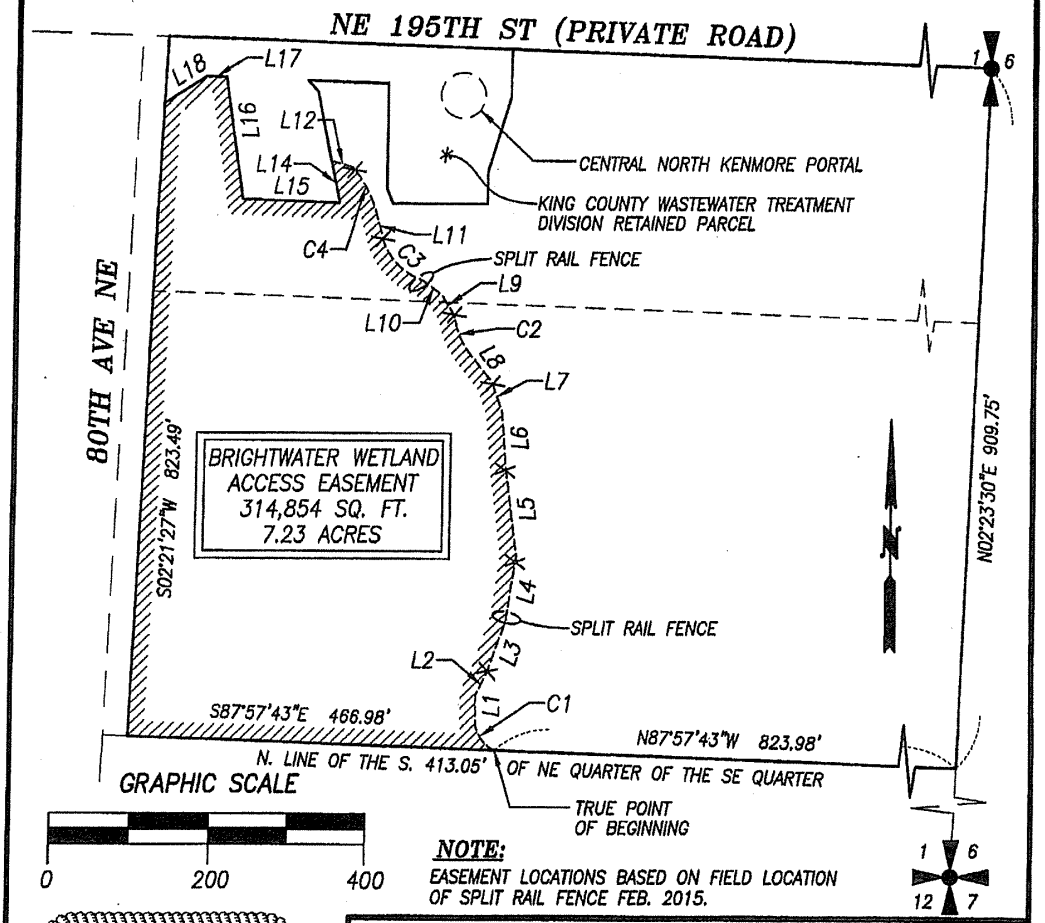


EXHIBIT E-2
BRIGHTWATER WETLAND ACCESS EASEMENT



NOTE:
EASEMENT LOCATIONS BASED ON FIELD LOCATION OF SPLIT RAIL FENCE FEB. 2015.

JARED K. EVANS
STATE OF WASHINGTON
42431
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/26/15

KING COUNTY SURVEY UNIT DEPT. OF TRANSPORTATION ROADS DIVISION **155 MONROE AVE NE * RENTON * WA * 98056**	206-296-6508 (OFFICE) 206-296-7719 (FAX) EASEMENT EXHIBIT MAP FOR:

KING COUNTY WTD
NE 1/4, SE 1/4, SEC.1, T.26N., R.4E., W.M.

DWN. BY / DATE	REV. BY / DATE	PROJECT MANAGER	SCALE
JKE 2/13/15		J. EVANS	1"=200'
DRAWING FILENAME	CHK. BY	F.B. NO.	JOB NO. / SHT. NO.
E-2 EXHIBIT.DWG	TSC	14035	14035 / 1 of 2

EXHIBIT E-2
BRIGHTWATER WETLAND ACCESS EASEMENT

Segment Table

Line #/Curve #	Length	Direction/Delta	Radius	CHORD BEARING	CHORD DIST
C1	53.04'	067°26'14"	45.06'	N30° 08' 50"W	50.03
C2	50.82'	030°52'10"	94.33'	N21° 29' 45"W	50.21
C3	71.11'	047°59'24"	84.90'	N46° 52' 01"W	69.05
C4	60.23'	022°47'36"	151.39'	N29° 18' 11"W	59.83
L1	28.94'	N00° 46' 44"E			
L2	30.38'	N26° 16' 54"E			
L3	71.42'	N18° 57' 37"E			
L4	86.94'	N08° 35' 46"E			
L5	117.77'	N07° 19' 15"W			
L6	70.85'	N04° 07' 38"W			
L7	40.51'	N18° 50' 35"W			
L8	50.45'	N38° 12' 08"W			
L9	30.08'	N31° 55' 38"W			
L10	30.11'	N53° 00' 29"W			
L11	50.60'	N14° 56' 37"W			
L12	28.91'	N72° 54' 02"W			
L14	56.40'	S11° 48' 15"E			
L15	125.24'	N87° 58' 20"W			
L16	159.49'	N08° 06' 27"W			
L17	25.88'	N87° 58' 20"W			
L18	62.77'	S57° 00' 56"W			

JARED K. EVANS
STATE OF WASHINGTON
42431
REGISTERED
PROFESSIONAL LAND SURVEYOR
2/26/15

KING COUNTY SURVEY UNIT
DEPT. OF TRANSPORTATION
ROADS DIVISION
155 MONROE AVE NE • RENTON • WA • 98056

206-296-6508 (OFFICE)
206-296-7719 (FAX)

EASEMENT EXHIBIT MAP FOR:

KING COUNTY WTD

NE 1/4, SE 1/4, SEC.1, T.26N., R.4E., W.M.

DWN. BY	DATE	REV. BY	DATE	PROJECT MANAGER	SCALE
JKE	2/13/15			J. EVANS	1"=200'

DRAWING FILENAME	CHK. BY	F.B. NO.	JOB NO.	SHT. NO.
E-2 EXHIBIT.DWG	TSC	14035	14035	2 of 2

Exhibit 3

CITY OF KENMORE LOT BOUNDARY ADJUSTMENT NO. BLA2005-036

APPROVAL CITY OF KENMORE

CITY OF KENMORE DEPARTMENT OF DEVELOPMENT SERVICES EXAMINED AND APPROVED THIS _____DAY OF_____, 2015.

_____
DEVELOPMENT SERVICES DIRECTOR

DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____DAY OF_____, 2015.

_____
ASSESSOR

_____
DEPUTY ASSESSOR

RECORDING NO.

VOLUME/PAGE

NE 1/4, SE 1/4,
SEC. 1, T. 26 N., R. 4 E., W.M.
CITY OF KENMORE, KING COUNTY, WASHINGTON

PROJECT INFORMATION

GRANTOR(OWNERS): KING COUNTY, A MUNICIPAL CORPORATION
500 4TH AVE ROOM 500
SEATTLE, WA 98104

GRANTEE: CITY OF KENMORE, KING COUNTY, WA

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS: 012604-9107 & 012604-9013

SITE ADDRESS: 19228 & 19202 80TH AVE NE KENMORE, WA

ABBREVIATED LEGAL DESCRIPTION (SEE THIS PAGE FOR COMPLETE LEGAL DESCRIPTION): PTN NE 1/4 OF SE 1/4 OF 1-26-4

APPLICANT CONTACT

ALTON GASKILL, PROJECT MANAGER IV
KING COUNTY DNRP/WTD/ECSS-REGULATORY COMPLIANCE AND LAND ACQUISITION SERVICES
KING STREET CENTER
201 S JACKSON ST RM 512
SEATTLE, WA 98104
PHONE: 206-477-5289
EMAIL: ALTON.GASKILL@KINGCOUNTY.GOV

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNER(S) OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A LOT BOUNDARY ADJUSTMENT THEREOF PURSUANT TO RCW 58.17.040 AND DECLARE THIS ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER(S) IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

_____
ANTHONY WRIGHT, DIRECTOR, FACILITIES MANAGEMENT DIVISION.
REPRESENTING INTEREST IN PARCEL "A" & "B"
DEA/FMD - REAL ESTATE SERVICES, KING COUNTY, A
POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON.

STATE OF _____)
COUNTY OF _____)

ON THIS DAY PERSONALLY APPEARED BEFORE ME
_____ TO ME KNOWN TO BE THE MANAGER OF REAL ESTATE SERVICES OF THE CORPORATION DESCRIBED IN THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE 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 THE SAID INSTRUMENT ON BEHALF OF THE CORPORATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

MY COMMISSION EXPIRES:_____

EXISTING LEGAL DESCRIPTIONS:

PARCEL A: (TAX PARCEL NO. 012604-9107)
(427,080 SQUARE FEET OR 9.80 ACRES +/-)

THE NORTH 330.71 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 80TH AVENUE NORTHEAST BY DEED RECORDED UNDER RECORDING NO. 2954823.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B: (TAX PARCEL NO. 012604-9013)
(747,441 SQUARE FEET OR 17.16 ACRES +/-)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE NORTH 330.71 FEET THEREOF;
ALSO EXCEPT THE SOUTH 413.05 FEET THEREOF;
ALSO EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 80TH AVENUE NORTHEAST BY DEED RECORDED UNDER RECORDING NO. 2954823.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

NEW LAND DESCRIPTIONS:

PARCEL A: (TAX PARCEL NO. 012604-9107)
(53,383 SQUARE FEET OR 1.46 ACRES +/-)

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;
THENCE N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 843.33 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 442.17 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 80TH AVENUE NORTHEAST;
THENCE S02°21'27"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 88.02 FEET;
THENCE N57°00'53"E, A DISTANCE OF 62.77 FEET;
THENCE S87°58'20"E, A DISTANCE OF 25.88 FEET;
THENCE S08°06'27"E, A DISTANCE OF 159.49 FEET;
THENCE S87°58'20"E, A DISTANCE OF 125.24 FEET;
THENCE N11°48'15"W, A DISTANCE OF 147.23 FEET;
THENCE N42°46'42"W, A DISTANCE OF 19.78 FEET;
THENCE S87°58'20"E, A DISTANCE OF 104.24 FEET;
THENCE S00°03'21"W, A DISTANCE OF 136.05 FEET;
THENCE S27°42'10"E, A DISTANCE OF 20.91 FEET;
THENCE S89°56'38"E, A DISTANCE OF 122.22 FEET;
THENCE N00°03'21"E, A DISTANCE OF 42.00 FEET;
THENCE N16°21'51"E, A DISTANCE OF 101.97 FEET;
THENCE N00°03'00"E, A DISTANCE OF 60.16 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 80TH AVENUE NORTHEAST BY DEED RECORDED UNDER RECORDING NO. 2954823.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SURVEY NOTE:

THIS SURVEY WAS RESEARCHED, CALCULATED, SUPERVISED, AND DRAFTED BY JARED K. EVANS. TREVOR S. CRAY IS STAMPING AND SIGNING THIS DOCUMENT AS THE REVIEWING SUPERVISOR OF KING COUNTY D.O.T. SURVEY UNIT AND BECAUSE HIS REGISTRATION NUMBER IS STAMPED ON THE REBAR CAPS SET FOR THIS SURVEY.

NEW LAND DESCRIPTIONS CONTINUED:

PARCEL B: (TAX PARCEL NO. 012604-9013)
(1,111,137 SQUARE FEET OR 25.51 ACRES +/-)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID SOUTHEAST QUARTER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;
THENCE N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 843.33 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 442.17 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 80TH AVENUE NORTHEAST;
THENCE S02°21'27"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 88.02 FEET;
THENCE N57°00'53"E, A DISTANCE OF 62.77 FEET;
THENCE S87°58'20"E, A DISTANCE OF 25.88 FEET;
THENCE S08°06'27"E, A DISTANCE OF 159.49 FEET;
THENCE S87°58'20"E, A DISTANCE OF 125.24 FEET;
THENCE N11°48'15"W, A DISTANCE OF 147.23 FEET;
THENCE N42°46'42"W, A DISTANCE OF 19.78 FEET;
THENCE S87°58'20"E, A DISTANCE OF 104.24 FEET;
THENCE S00°03'21"W, A DISTANCE OF 136.05 FEET;
THENCE S27°42'10"E, A DISTANCE OF 20.91 FEET;
THENCE S89°56'38"E, A DISTANCE OF 122.22 FEET;
THENCE N00°03'21"E, A DISTANCE OF 42.00 FEET;
THENCE N16°21'51"E, A DISTANCE OF 101.97 FEET;
THENCE N00°03'00"E, A DISTANCE OF 60.16 FEET TO THE TRUE POINT OF BEGINNING;
ALSO EXCEPT THE SOUTH 413.05 FEET THEREOF;

ALSO EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 80TH AVENUE NORTHEAST BY DEED RECORDED UNDER RECORDING NO. 2954823.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SUBJECT TO:

PER RAINIER TITLE REPORT ORDER NO. 656885 DATED JUNE 2ND, 2015 AT 8:00 A.M.

1. JUDGEMENT ENTERED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 05-2-05843-9; JUDGMENT NO. 06-9-19450-0.

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER KING COUNTY REC. NO. 7802210655.

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER KING COUNTY REC. NO. 8310240924.

4. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF FOR ROAD MAINTENANCE AS RECORDED UNDER KING COUNTY REC. NO. 8310240924.

5. MATTERS SET FORTH BY SURVEY AS RECORDED UNDER KING COUNTY REC. NO. 8506179001.

JOB FILE: 14035
DRAWING: 140358LA

RECORDER'S CERTIFICATE .....

FILED FOR RECORD THIS ..... DAY OF ....., 20 .... AT ...M IN BOOK .....OF ....., AT PAGE.....AT THE REQUEST OF

.....
SURVEYOR'S NAME

.....
MANAGER

.....
SUPT. OF RECORDS

LAND SURVEYOR'S CERTIFICATE

THIS BOUNDARY LINE ADJUSTMENT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES. IN MARCH, 2015.

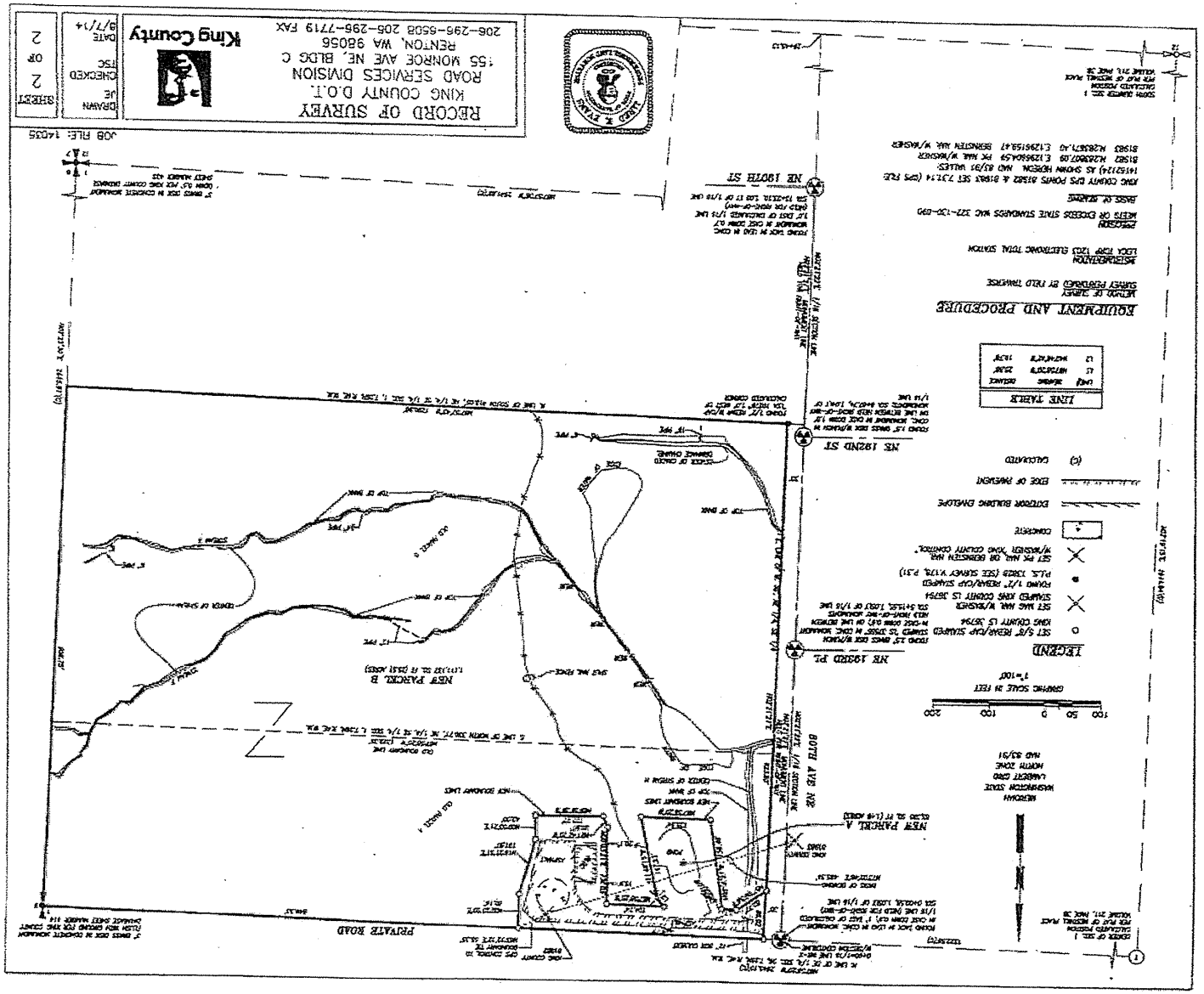
.....
CERTIFICATE NO. ....4243/....

BOUNDARY LINE ADJUSTMENT
KING COUNTY D.O.T.
ROAD SERVICES DIVISION
155 MONROE AVE NE, BLDG C
RENTON, WA 98056
206-296-6508 206-296-7719 FAX

King County

DRAWN	SHEET
JE	1
CHECKED TC	OF
DATE 9/2/15	2

EXHIBIT 3



VIII. D. Approve Agreements Authorizing the Transfer of the ...

Attachment 2

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Regulatory Compliance and Land Acquisition Services
DNRP/WTD
KING COUNTY
201 South Jackson Street, Suite 0512
Seattle, WA 98104

Grantor:	King County, a political subdivision of the State of Washington
Grantee:	City of Kenmore
Legal Description (abbreviated):	All those portions of the northeast quarter of the southeast quarter of Section 1, Township 26 North, Range 4 East, W.M., King County, Washington, described in Exhibit C
Additional legal:	Exhibit C
Assessor's Tax Parcel ID No.:	0126049107

SURFACE ACCESS EASEMENT AGREEMENT

This Surface Access Easement Agreement (the "Agreement") is made this _____ day of _____ 2016 by and between **KING COUNTY,** a political subdivision of the State of Washington (the "County" or "Grantor"), and the **CITY OF KENMORE,** a municipal corporation of the State of Washington (the "City" or "Grantee").

Pursuant to a Memorandum of Agreement regarding Mitigation for the Brightwater Project and an Interlocal Land Transfer Agreement, both between the County and the City (collectively, the "Transfer Agreement"), the County agreed to convey a portion of real property located in the City of Kenmore known as the North Kenmore Portal Site to the City subject to certain covenants, restrictions and reserved easements in favor of the County.

Concurrent with this Agreement, and pursuant to the Transfer Agreement, the County will convey by a Quit Claim Deed the real property legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (herein referred to as the "Transferred Property"). In the Quit Claim Deed, the County will retain fee simple title to parcel A, legally described in **Exhibit B** attached hereto and made a part hereof, (herein referred to as the "Retained Property") and will reserve various easements, including but not limited to the Swamp Creek Connector easement, the Brightwater Conveyance Tunnel Easement, the Utility Easement, and the Access Easement in the Transferred Property, as set forth in the Quit Claim Deed.

The City desires to develop the Transferred Property for City uses in accordance with the restrictive covenants. The City also desires to obtain from the County as an appurtenance to the Transferred Property, a non-exclusive perpetual surface easement for access purposes only, in, over and across the asphalt driveway which is on a portion of the Retained Property which is more particularly described in **Exhibit C** (herein referred to as the "Access Easement" or the "Access Easement Area") attached hereto and made a part hereof.

NOW, THEREFORE, the County and the City agree as follows:

1. **Grant of Easement.** The County, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to it paid by the City, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to the City a non-exclusive perpetual easement for access purposes only, in, over and across the Access Easement as described in **Exhibit C**.

2. **Maintenance of the Access Easement**. Until the City's development of the Transferred Property, the County will be responsible for maintenance of the Access Easement Area. Upon the commencement of the City's development of the Transferred Property, the City will repair any damage to the Access Easement Area associated with the City's development of the Transferred Property and/or use of the Access Easement, and in the event of such damage, shall maintain and restore the Access Easement to the condition in which it existed prior to the City's development, at the City's sole expense. After completion of the City's development of the Transferred Property, the County will maintain the Access Easement Area to County standards and the City will reimburse the County fifty percent (50%) of the County's total costs to maintain, repair and replace, as needed, the Access Easement Area for the City's access purposes.

3. **Maintenance of the Gate near Access Easement.** There is currently a temporary construction gate near the west end of the Access Easement Area. The Parties agree that this construction gate is temporary and will be removed after completion of the City's development of the Transferred Property. As long as the temporary gate is in place, there shall be dual locks for access by both Grantor and Grantee. After completion of the City's development of the Transferred Property, the City shall remove the temporary construction gate, at the City's sole cost.

4. **City Use of Access Easement**. The City may erect fencing or bollards in the Access Easement Area only if such fencing or bollards (a) continue to allow for County truck, vehicular and pedestrian use of and access to the entire width of the existing driveway and (b) do not block the County's access on or to the Access Easement Area. The City shall provide the County with keys to any locks used on the fencing or bollards. Within seven (7) days of the County's request, the City shall remove or modify any fencing or bollards that violate the provisions of this Section 4. If the City fails to remove such fencing or bollards, then the County may remove such fencing or bollards at the City's expense. The City in its use of the Access Easement shall not block or obstruct the rights of the County over and across the Access Easement, unless agreed to in writing by the County. The City shall not use the Access Easement for the parking of vehicles or equipment, the staging of construction activities or the storage of materials or equipment.

5. **County Maintenance Activities Affecting Access Easement.** Upon reasonable notice to the City, which except in the case of an emergency, shall not be less than seventy-two (72) hours, the County may close or restrict access over the Access Easement Area as reasonably necessary from time to time for County maintenance, repair and/or replacement activities on or in the Retained Property. During such times the County will use reasonable efforts to minimize the disruption to City access.

6. **Signs.** The City may request the County's approval for the City to install a directional or informational sign or signs on a portion of the Access Easement Area. Billboards shall not be allowed. To request such approval the City shall provide notice to the County, and shall submit plans and specifications for a sign to the County in accordance with Section 9. No sign may be exhibited, erected or installed on the Access Easement Area without the prior written approval of the County, which shall not be unreasonably withheld. For signs which do not require County council approval, the County shall approve or disapprove the sign within sixty (60) days of submittal of the plans and specifications for such sign. If the County fails to act upon such a request within said sixty (60) days, then the request shall be deemed to have been approved by the County. County council approval is required for any signs which include a facility name. For these signs, the County will act to approve or disapprove the request as soon as practicable. The County may remove at City expense any sign exhibited, erected or installed by the City without County approval. All signs shall comply with all applicable federal, state or local statutes, ordinances or regulations and all King County regulations regarding use of County property.

7. **Condition of Access Easement Area**. The City, its employees, contractors and agents shall not commit waste or create or permit nuisances on the Access Easement Area.

8. **Indemnification**. The City agrees to defend, indemnify and hold harmless the County from all claims, actions, costs, damages or expense of any nature whatsoever (including reasonable attorneys' fees and costs), including without limitation injuries, sickness or death of persons, or any damage to property, caused by the acts or omissions of the City, its agents, contractors, licensees, invitees, and/or employees, in its use of the Access Easement and/or by any violation of this Agreement by the City. Provided, however, this obligation does not include such claims, actions, costs, damages or expenses which may be caused by the sole negligence of the County or its employees, contractors or agents, and provided further that if the claims, actions, costs, damages or expenses are caused by the concurrent negligence of (a) the County or its employees, contractors or agents and (b) the City, its agents, contractors, licensees, invitees, and/or employees, and involves those actions covered by RCW 4.24.115 then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City, its agents, contractors, licensees, invitees, and employees. THE CITY EXPRESSLY AND SPECIFICALLY WAIVES ITS IMMUNITY AND DEFENSES AS AN EMPLOYER UNDER INDUSTRIAL INSURANCE TITLE 51 RCW, DISABILITY BENEFIT, AND SIMILAR LAWS, WHICH WAIVER IS SOLELY FOR THE PURPOSE OF GIVING FULL FORCE AND EFFECT TO THE FOREGOING INDEMNITY AND IS NOT INTENDED TO BENEFIT ANY THIRD PARTIES, INCLUDING EMPLOYEES, NOT A PARTY TO THIS AGREEMENT. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

9. **Notice**. Any notice or other information permitted or required to be given by either the City or County shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid; by reputable overnight delivery service; by personal delivery, or by email, receipt confirmation required, to the following addresses:

COUNTY: King City Wastewater Treatment Division
Supervisor, Regulatory Compliance & Land Acquisitions Unit
Mailstop: KSC-NR-0512
201 South Jackson Street, Suite 512
Seattle, WA 98104-3855
Attn: Supervisor, Regulatory Compliance and Land Acquisition

CITY: City of Kenmore, WA
18120 68th Ave NE
Kenmore, WA 98028
Attn: Community Development Director

10. **Waiver**. No waiver of any right under this Agreement shall be effective unless contained in writing, signed by a duly authorized officer or representative of the party sought to be charged with the waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or any other right arising under this Agreement.

11. **Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

12. **Dispute Resolution**. If a dispute arises between City and the County, then the Parties agree that they will attempt to resolve the issues through mutual negotiation. In the event that the Parties are not able to reach an agreement through such negotiation, the Parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be attempted prior to the institution of any lawsuit arising from this Agreement; provided, that the County may seek injunctive or other equitable relief, including specific performance, without any requirement to negotiate or mediate in the event of an emergency or substantial interference with the use by County of the Access Easement or the Retained Property. Venue for

any action concerning this Agreement shall be in King County Superior Court.

13. No **Assignment**. The City may not assign any of its rights or the obligations under this Agreement to any other person or entity without first obtaining the written consent and approval of the County, in its sole discretion.

14. **Survival**. The City's indemnification obligations and its obligations to reconstruct and restore the Access Easement Area in accordance with this Agreement shall survive indefinitely.

15. **Reservation of Rights**. The County may use the Access Easement Area for any purposes not inconsistent with the provisions of this Agreement.

Dated this _____day of _____, 2016.

GRANTOR:

KING COUNTY

By: _____

GRANTEE:

CITY OF KENMORE

By: _____

Its: _____

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the said instrument as the _____ of **King County, a political subdivision of the State of Washington,** as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary Public in and for the
State of Washington
Residing at_____
My appointment expires _____

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the said instrument as the _____ of **City of Kenmore, a municipal corporation of the State of Washington,** as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary Public in and for the
State of Washington
Residing at_____
My appointment expires _____

EXHIBIT A – THE TRANSFERRED PROPERTY
CITY OF KENMORE PARCEL B PER LOT BOUNDARY ADJUSTMENT NO. BLA2005-036:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID SOUTHEAST QUARTER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 849.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 442.17 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 80TH AVENUE NORTHEAST;

THENCE S02°21'27"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 86.02 FEET;

THENCE N57°00'56"E, A DISTANCE OF 62.77 FEET;

THENCE S87°58'20"E, A DISTANCE OF 25.88 FEET;

THENCE S08°06'27"E, A DISTANCE OF 159.49 FEET;

THENCE S87°58'20"E, A DISTANCE OF 125.24 FEET;

THENCE N11°48'15"W, A DISTANCE OF 147.23 FEET;

THENCE N42°46'42"W, A DISTANCE OF 19.78 FEET;

THENCE S87°58'20"E, A DISTANCE OF 104.24 FEET;

THENCE S00°03'21"W, A DISTANCE OF 136.05 FEET;

THENCE S21°42'10"E, A DISTANCE OF 20.91 FEET;

THENCE S89°56'39"E, A DISTANCE OF 122.22 FEET;

THENCE N00°03'21"E, A DISTANCE OF 42.00 FEET;

THENCE N16°21'51"E, A DISTANCE OF 101.97 FEET;

THENCE N00°03'00"E, A DISTANCE OF 60.16 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE SOUTH 413.05 FEET THEREOF;

ALSO EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 80TH AVENUE NORTHEAST BY DEED RECORDED UNDER RECORDING NO. 2954823.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B – THE RETAINED PROPERTY

CITY OF KENMORE PARCEL A PER LOT BOUNDARY ADJUSTMENT NO. BLA2005-036:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 849.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N87°58'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 442.17 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 80TH AVENUE NORTHEAST;

THENCE S02°21'27"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 86.02 FEET;

THENCE N57°00'56"E, A DISTANCE OF 62.77 FEET;

THENCE S87°58'20"E, A DISTANCE OF 25.88 FEET;

THENCE S08°06'27"E, A DISTANCE OF 159.49 FEET;

THENCE S87°58'20"E, A DISTANCE OF 125.24 FEET;

THENCE N11°48'15"W, A DISTANCE OF 147.23 FEET;

THENCE N42°46'42"W, A DISTANCE OF 19.78 FEET;

THENCE S87°58'20"E, A DISTANCE OF 104.24 FEET;

THENCE S00°03'21"W, A DISTANCE OF 136.05 FEET;

THENCE S21°42'10"E, A DISTANCE OF 20.91 FEET;

THENCE S89°56'39"E, A DISTANCE OF 122.22 FEET;

THENCE N00°03'21"E, A DISTANCE OF 42.00 FEET;

THENCE N16°21'51"E, A DISTANCE OF 101.97 FEET;

THENCE N00°03'00"E, A DISTANCE OF 60.16 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 80TH AVENUE NORTHEAST BY DEED RECORDED UNDER RECORDING NO. 2954823.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT C

SURFACE ACCESS EASEMENT AGREEMENT

ALL THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1 BEARS S02°23'30"W, A DISTANCE OF 2645.61 FEET;

THENCE N87°58'20"W, A DISTANCE OF 1291.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY MARGIN OF 80TH AVENUE NORTHEAST;

THENCE S02°21'27"W ALONG SAID EAST LINE, A DISTANCE OF 9.88 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE CONTINUING S02°21'27"W ALONG SAID EAST LINE, A DISTANCE OF 24.00 FEET;

THENCE S87°53'18"E, A DISTANCE OF 165.39 FEET;

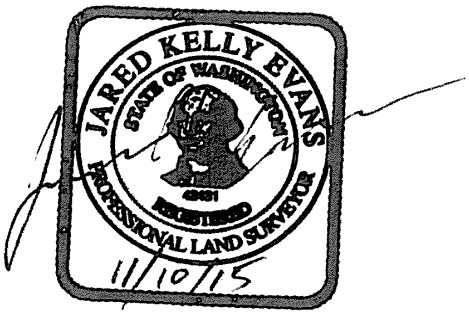
THENCE S42°46'42"E, A DISTANCE OF 22.38 FEET;

THENCE S87°58'20"E, A DISTANCE OF 83.87 FEET;

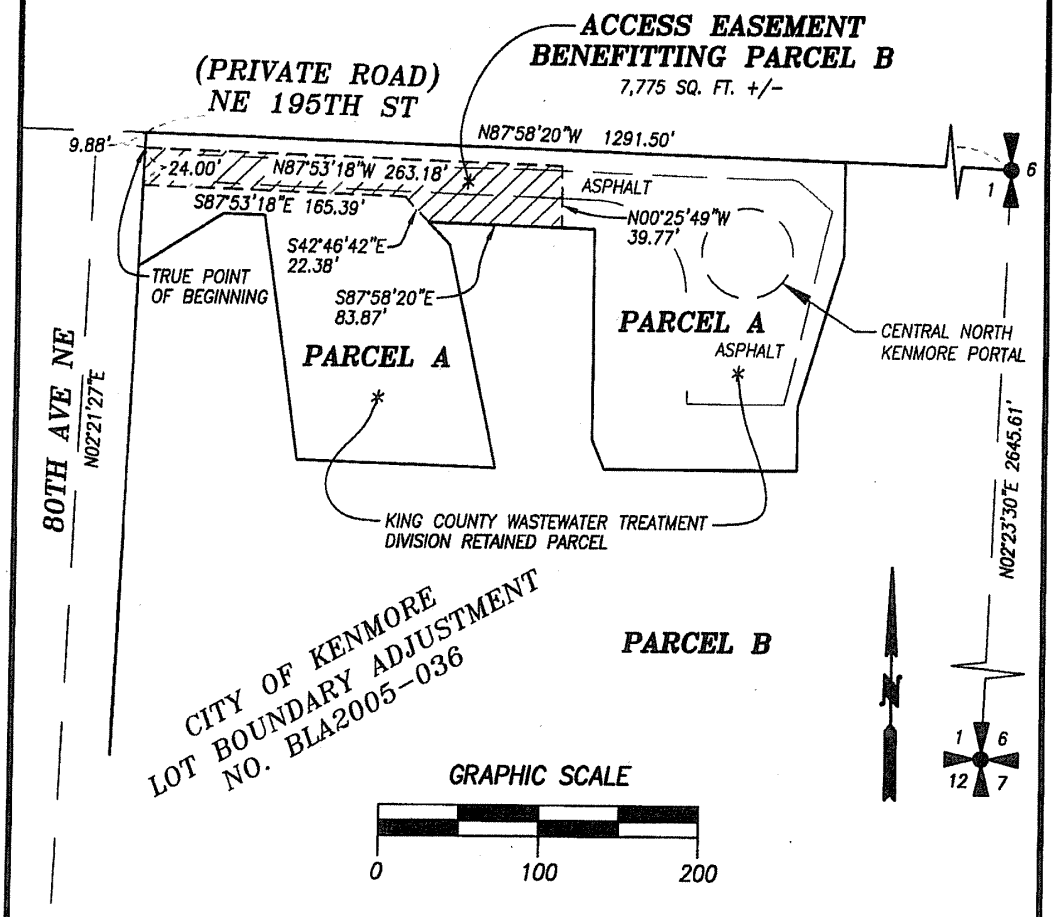
THENCE N00°25'49"W, A DISTANCE OF 39.77 FEET;

THENCE N87°53'18"W, A DISTANCE OF 263.18 FEET TO THE **TRUE POINT OF BEGINNING;**

CONTAINING APPROXIMATELY 7,775 SQUARE FEET.

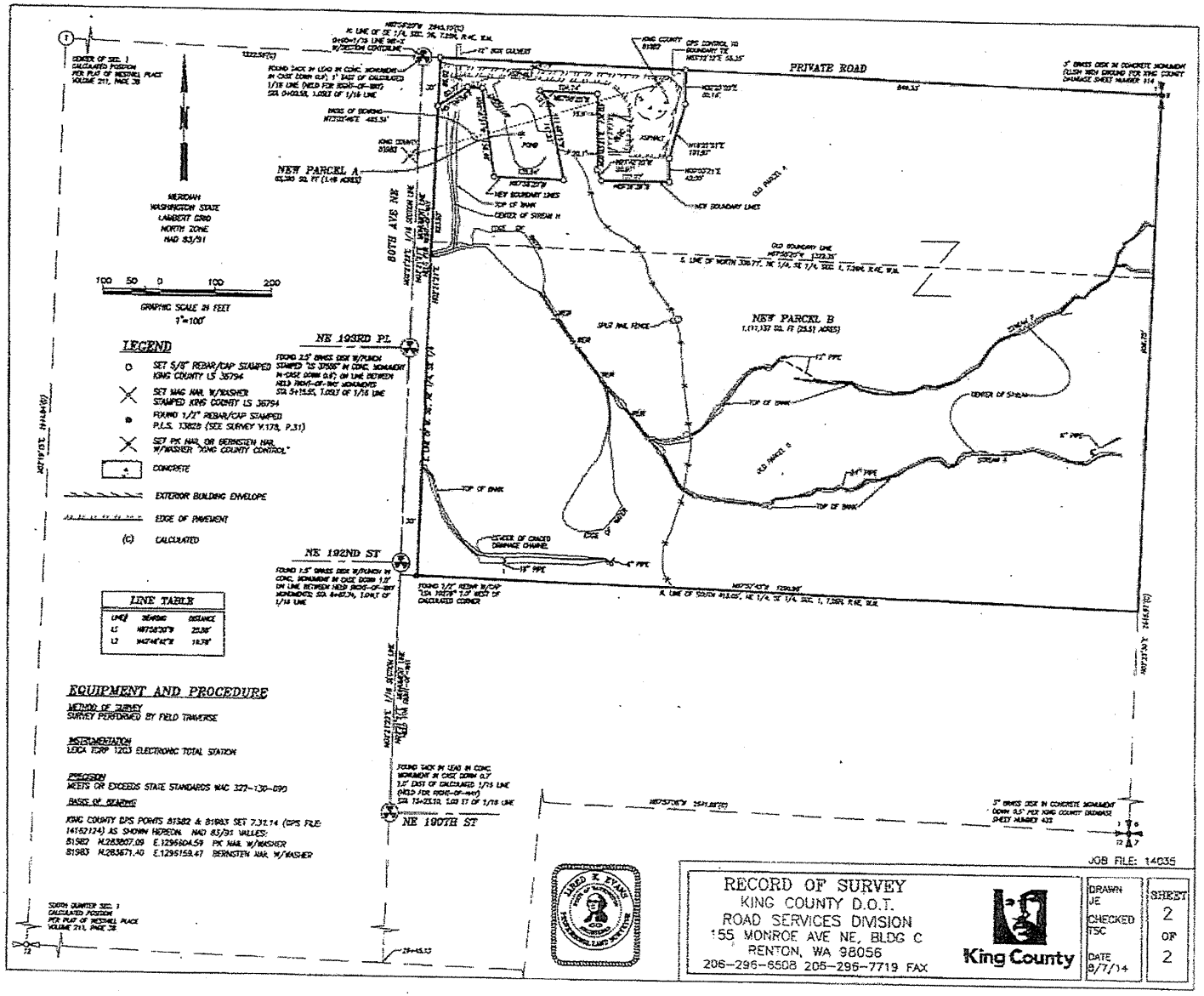


SURFACE ACCESS EASEMENT AGREEMENT



JARED K. EVANS
STATE OF WASHINGTON
42431
REGISTERED
PROFESSIONAL LAND SURVEYOR
11/10/15

KING COUNTY SURVEY UNIT DEPT. OF TRANSPORTATION ROADS DIVISION **155 MONROE AVE NE * RENTON * WA * 98056**			206-296-6508 (OFFICE) 206-296-7719 (FAX)	EASEMENT EXHIBIT MAP FOR:
KING COUNTY WTD NE 1/4, SE 1/4, SEC.1, T.26N., R.4E., W.M.				
DWN. BY DATE JKE 2/17/15	REV. BY DATE JKE 11/10/15		PROJECT MANAGER J. EVANS	SCALE 1"=100'
DRAWING FILENAME ACCESSESMT.DWG	CHK. BY TSC	F.B. NO. 14035	JOB NO. 14035	SHT. NO. 1 of 1


PRIVATE ROAD
NEW PARCEL A
NEW PARCEL B
BOTH AVE NE
NE 193RD PL
NE 192ND ST
NE 190TH ST
POND
MERIDIAN
WASHINGTON STATE
LAMBERT GRID
NORTH ZONE
NAD 83/91
GRAPHIC SCALE 26 FEET
1"=100'
LEGEND
SET 5/8" REBAR/CAP STAMPED KING COUNTY LS 36794
SET MAG NAIL W/WASHER STAMPED KING COUNTY LS 36794
FOUND 1/2" REBAR/CAP STAMPED P.L.S. 13825 (SEE SURVEY V.178, P.31)
SET PK NAIL OR BERNSTEIN NAIL W/WASHER "KING COUNTY CONTROL"
CONCRETE
EXTERIOR BUILDING ENVELOPE
EDGE OF PAVEMENT
(C) CALCULATED
LINE TABLE
EQUIPMENT AND PROCEDURE
METHOD OF SURVEY
SURVEY PERFORMED BY FIELD TRAVERSE
INSTRUMENTATION
LEICA TCRP 1203 ELECTRONIC TOTAL STATION
PRECISION
MEETS OR EXCEEDS STATE STANDARDS WAC 327-130-090
BASIS OF BEARING
KING COUNTY GPS POINTS 81982 & 81983 SET 7.32.14 (GPS FILE: 14152124) AS SHOWN HEREON. NAD 83/91 VALUES:
81982 N.283807.09 E.1295604.59 PK NAIL W/WASHER
81983 N.283671.40 E.1295159.47 BERNSTEIN NAIL W/WASHER
JOB FILE: 14035
RECORD OF SURVEY
KING COUNTY D.O.T.
ROAD SERVICES DIVISION
155 MONROE AVE NE, BLDG C
RENTON, WA 98056
206-296-6508 206-296-7719 FAX
King County
DRAWN JE
CHECKED TSC
DATE 8/7/14
SHEET 2 OF 2

Attachment 4

The Berger Partnership PS
Landscape Architecture

PORTAL PARK - PRE-MASTER PLAN SITE ASSESSMENT AMENDMENT
PARK OPPORTUNITIES
NOVEMBER 24, 2008

Attachment 5

NORTH KENMORE FACILITY
BRIGHTWATER CONVEYANCE SYSTEM

July 12, 2012

Business of the City Council
City of Kenmore, WA

Subject/Topic: 2016 Annual Docket for the Planning Commission	**For Council Meeting Agenda of:** 2/8/16 **Department:** Community Development **Prepared by:** Debbie Bent, Director **Initial & Date** **Approved by Department Head:** DA 1/27/16 **Approved by City Attorney:** **Approved by Finance Director:** 1/27/16 **Approved by City Manager:** 1-27
Proposed Council Action/Motion: Council authorization of the Planning Commission's 2016 docket.	**Exhibits/Attachments:** **1:** Staff Analysis and Recommendations for the 2016 Docket **2:** Draft Docket/Work Program Prioritization List

Expenditure Required: see fiscal consideration **Amount Budgeted** $45,000 **Appropriation Required** $0

At the February 8, 2016 City Council meeting, staff will review the proposed 2016 annual Planning Commission docket for Council action. Staff recommends that Council assign three projects to the Planning Commission for review:

- Completion of the wireless communication facilities code amendments;
- Preparation of the Housing Strategy Plan; and, if time allows
- Review of the Neighborhood Business (NB) zone.

See Attachment 1 for an analysis of these projects against the docket criteria.

INFORMATION/BACKGROUND:

The annual docket review process, outlined in Chapter 19.20 of the KMC, determines which amendments to the City's Comprehensive Plan and related development regulations will be forwarded to the Planning Commission for their review and recommendation during the year. Private applicants have the opportunity to submit requests for amendments during an open docket application period, which, for 2016, occurred in November of 2015. The City received no private requests for docket amendments during this period.

A number of projects have been identified by staff, the City Manager, the Planning Commission, and the City Council as work program or potential docket items. Attachment 2 to this memo outlines all of these pending proposals and assigns potential years of consideration: either 2016, or 2017 and beyond (2017+).

Threshold criteria for inclusion on the annual docket are established in KMC19.20.080. The criteria are:

1. The City has the resources, including staff and budget, necessary to review the proposal; and
2. It has been more than two years since the proposed amendment has been considered unless a compelling reason for changed circumstances can be made; and
3. The proposal would correct an inconsistency within or make a clarification to a provision of the comprehensive plan; or
4. All of the following:
   a. The proposal demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan; and
   b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.

KMC 19.20.060.D.3 states that the City Council's options for each docket proposal are as follows:

• Accept application for review by the planning commission in the current amendment cycle; • Recommend delay of the amendment to the next amendment cycle; or • Denial of the amendment request based upon criteria set for in KMC 19.20.080 or other findings of fact. Once the City Council sets the 2016 annual docket work program, the Planning Commission would spend the year reviewing and discussing the proposed docket amendments before making their recommendations to the City Council. It is anticipated that Comprehensive Plan amendments would be needed for the Neighborhood Business zone update.
FISCAL CONSIDERATION: The need for consultant technical expertise related to the 2016 docket items has not been determined but $45,000 is included in the 2015-2016 budget including general consulting and comprehensive plan services.
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: The Mission Statement references a community generated plan for the future as one item that the City will provide to meet its obligations.

Attachment 1

Staff Recommendations for 2016 Docket

	2016 Docket Item	Source	Recommendation	Analysis
1.	**Rewrite of Chapter 18.60, Wireless Communication Facilities**	City-initiated	Add to 2016 docket	Meets docket criteria: • *The City has the resources, including staff and budget, necessary to review the proposal.* The project was, in fact, started with the Planning Commission in 2015. • *It has been more than two years since the proposed amendment was considered.* The last full review of the communication facilities chapter was in 2005. • *This proposal has strong potential to serve the public interest.* For telecommunications providers, clarification of the regulations would improve the permit process and respond to new federal regulations. For the general public, revisiting of the requirements in single-family residential districts would address concerns about incompatibility. • *The public interest would be served by considering the proposal in the current year.* As this project is already underway, it would be most efficient to continue and complete the amendments in 2016.
2.	**Housing Strategy Plan**	Comprehensive Plan. The Housing Strategy Plan is identified as an implementation measure	Add to 2016 docket	Meets docket criteria: • *The City has the resources, including staff and budget, necessary to review the proposal.* A Regional Coalition for Housing (ARCH) will be a major contributor to this effort. • *It has been more than two years since the proposed amendment was considered.* The City presently does not have a Housing Strategy Plan. • *This proposal has strong potential to serve the public interest.* The Housing Strategy Plan would outline action steps and priorities to achieve Comprehensive Plan goals for housing. • *The public interest would be served by considering the proposal in the current year.* The 2015 Comprehensive Plan update identified the Housing Strategy Plan as an important implementation measure. Developing the Plan in 2016 would keep the momentum going.

Attachment 1

	2016 Docket Item	Source	Recommendation	Analysis
3.	**Review of Neighborhood Business (NB) zoning district**	City-initiated	Add to 2016 Docket (if time allows)	Meets docket criteria: • *The City has the resources, including staff and budget, necessary to review the proposal.* The City will have the resources, including staff and budget, necessary to review the proposal assuming early completion of the Housing Strategy Plan. • *It has been more than two years since the proposed amendment was considered.* This project would address the last holdover King County commercial zoning district. • *This proposal has strong potential to serve the public interest.* The NB zoning district has not been analyzed or amended since Kenmore's incorporation. It would serve the public interest to review land uses and standards in this district to ensure that they reflect the City's vision. • *The public interest would be served by considering the proposal in the current year.* The NB zone is out-of-date and may not reflect current community values. Completion of this project would finish the review of all of the City's commercial zones.

Attachment 2

2016 DOCKET/WORK PROGRAM PRIORITIZATION

In the Zoning Code, there is a list of criteria for making threshold decisions about annual docket contents. (The docket is the Planning Commission's work program.). Criteria include how long it has been since the issue was last considered (more than 2 years unless there's a compelling reason for taking something up again), correction of inconsistencies or clarifications, and serving the public interest.

Another criterion is availability of city resources—do staffing levels and budget allow review of the proposal. Potential docket items are selected and prioritized using the following assumptions:

1. Community Development (CD) staff time allows for one major amendment project per year. Two to three additional, smaller amendments also are possible in CD in any given year. Other departments may be able to take on additional amendments.
2. It is more efficient to group smaller amendments into a cohesive package of multiple related amendments. Less time is spent in meetings and hearings with this approach.
3. The Planning Commission must provide a recommendation on Comprehensive Plan amendments, but they also are very useful in developing recommendations for projects that need intensive study, public meetings, or a more in-depth review.

The following chart identifies possible priority amendments recommended by staff, the City Manager, the Planning Commission, and the City Council. Some items would be part of the Planning Commission docket. Other items would be presented directly to the City Council. Amendments are grouped by general topic; the proposed year of consideration and lead department are shown.

For the first part of 2016, the Planning Commission will be making final recommendations on the rewrite of the Communication Facilities chapter of the Zoning Code, as directed by the City Council on the 2015 docket. The major 2016 docket item recommended by CD staff is the Housing Strategy Plan, to be developed in conjunction with ARCH. If time allows, a smaller project for the year would be review of the Neighborhood Business (NB) zone. Revising all zones for standardized uses, reviewing the Public Agency Utility Exemption (PAUE) to critical area rules, and amendments addressing medical marijuana and apartments in single-family zones would go directly to the City Council in 2016, without Planning Commission review.

DRAFT

TBD = still to be determined
CD = Community Development
EES = Engineering & Environmental Services
DS = Development Services

Item	Source	Need PC Review?	Recommend PC Review?	Amendment scope	Could it be grouped?	Lead Department	Year?
LAND USES							
Revise all zones for standardized uses	Staff	No	No	Large	Yes	CD	2016
Review of NB zone	Staff	Yes	Yes	Small	Yes	CD	2016
Medical marijuana	State	No	No	Medium	No	CD	2016
Downtown uses	City Manager	Yes, if policy needed	Yes	Small	Yes	CD	2017+
Home occupation standards	Comp Plan	No	Yes	Medium	No	CD	2017+
TRANSPORTATION							
Parking standards	Staff	Maybe	Yes	Large	No	TBD	2017+
CTR ordinance	State	No	Yes	Medium	Yes	CD	2017+
SURFACE WATER							
LID standards	State/ Federal	No	No	Large	No	EES	2016
HOUSING							
Housing Strategy Plan	Comp Plan	No	Yes	Large	No	CD	2016
SIGNS							
Billboard amortization	Council	No	No	Small	Yes	DS	2016
Banner program	Staff	No	No	Small	Yes	DS	2017+

Item	Source	Need PC Review?	Recommend PC Review?	Amendment scope	Could it be grouped?	Lead Department	Year?
Reed v. Town of Gilbert review	Court	No	No	Medium	No	DS	2017+
SUSTAINABILITY							
Electric vehicle parking	PC	No	Yes	Small	Yes	CD	2017+
Green factor	PC	Maybe	Yes	Large	Yes	CD	2017+
Standards for alternative energy facilities	Comp Plan	No	Yes	Medium	Yes	CD	2017+
AESTHETICS							
Appurtenance heights	PC	No	Yes	Medium	Yes	CD	2017+
Outdoor storage standards	PC	No	Yes	Small	Yes	CD	2017+
Review design standards	Staff	Maybe	Yes	Large	Yes	CD	2017+
Public art	Staff	Yes	Yes	Small	Yes	CD	2017+
COMMUNICATION FACILITIES							
Rewrite Communication Facilities chapter	Staff	No	Yes	Large	Yes	CD	2016
CRITICAL AREAS							
Rewrite/consolidate floodplain rules	Staff	No	No	Medium	Yes	DS	2016
Fix PAUE critical area rule	Staff	No	No	Small	Yes	CD	2016

Item	Source	Need PC Review?	Recommend PC Review?	Amendment scope	Could it be grouped?	Lead Department	Year?
SINGLE-FAMILY STANDARDS							
Structures in rear yards	Staff	No	Yes	Small	Yes	CD	2017+
Single-family zone height limits	Staff	No	Yes	Small	Yes	CD	2017+
Prohibit apartments in single-family zones	Staff	No	No	Small	Yes	CD	2016
TREES							
Review of urban forestry approaches	PC	Yes	Yes	Large	No	CD	2017+
MISCELLANEOUS							
Coordinate setbacks/landscaping in commercial zones	Staff	No	No	Small	Yes	CD	2017+
Alcohol in parks	Staff	No	No	Small	Yes	DS	2016
Review change of use standards	Staff	No	No	Small	Yes	TBD	2017+
Code enforcement liens	Staff	No	No	Small	No	DS	2016

2016 Planning Commission Docket

As shown in the chart, the recommended 2016 Planning Commission docket would be as follows:

CD: Finish Communication Facilities rewrite
Housing Strategy Plan
Review of NB zone (if time allows)

2016 Amendments to City Council

Other amendments proposed to go directly to the City Council as part of the work program would be as follows:

CD: Fix PAUE critical area rule
Revise all zones for standardized uses
Medical marijuana
Prohibit apartments in single-family zones

EES: LID standards

DS: Alcohol in parks
Billboard amortization
Floodplain regulations
Code enforcement liens

DRAFT

City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Consumption, Sale, Possession and Service of Alcoholic Beverages in City Parks and in the Parks Zone.	**For Council Meeting Agenda of:** February 8, 2016 **Department:** Development Services **Prepared by:** Bryan Hampson Initial & Date **Approved by Department Head:** BH 1/22/16 **Approved by City Attorney:** RK via email 1/22/16 **Approved by Finance Director:** **Approved by City Manager:**
Proposed Council Action/Motion: No action requested this evening. Council discussion with possible Council direction to City Manager.	**Attachments:** #1 Proposed Ordinance—Relating to Consumption, Sale, Possession and Service of Alcoholic Beverages in City Parks and the Parks Zone #2 2014 Zoning Map #3 Memo from Chief Sether and Jennifer Gordon

Expenditure Required $NA **Amount Budgeted** $NA **Appropriation Required** $NA

INFORMATION/BACKGROUND:

KMC 9.40.590 (parks rules) prohibits the consumption, sale, possession and service of alcoholic beverages in City parks, recreation areas and "associated marine areas," and KMC 18.28.020 Table A (zoning code) relates to service of alcoholic beverages in the City's Park Zone. When applied to several situations and circumstances, these sections are inconsistent. In addition, KMC 9.40.590 contains ambiguities, results in an unintended consequence, and includes an outdated (or never) used term. The proposed ordinance corrects these issues and problems, through changes to KMC 18.28.020 Table A and KMC 9.40.590, as well as to KMC 9.40.010 and 9.40.600.

Summary of Current KMC 9.40.590 and 18.28.020 Table A

KMC 9.40.590:

- Prohibits selling, opening or possessing alcoholic beverages in an open container, or consuming any alcoholic beverage, in a City of Kenmore park, recreation area or associated marine area.
    - However, if the City Manager approves, and if the alcoholic beverage activity occurs at the "Kenmore fairgrounds," a group may sell, open, possess or consume alcoholic beverages by

obtaining a special use permit from the City and meeting the requirements of the Washington State Liquor Control Board under Title 66 RCW.
    - There is no "Kenmore fairgrounds." Therefore, a group cannot obtain permission to engage in these alcoholic beverage activities anywhere in a City park, recreation area or associated marine area.
  - Consequently, all persons are prohibited from selling, opening, possessing or consuming alcoholic beverages in a City of Kenmore park, recreation area or associated marine area—no exceptions .

KMC 18.28.020 Table A:

- In a Park zone, <u>service</u> of alcoholic beverages is prohibited, except by temporary use permit per Chapter 18.100 KMC or temporary use of facilities approval per Chapter 9.40 KMC.
  - Based on the list of permitted uses in a park zone, which include boat launch, indoor recreational facilities, outdoor recreational facilities, cultural facilities and mobile food vendor (accessory), among other things, the City Council apparently intended to prohibit the "service" of alcoholic beverages as a permanent, ongoing activity in connection with a permitted use.
    - For example, the owner of an outdoor recreational facility cannot operate a bar as part of the facility.
  - <u>However</u>, if the owner of the permitted use obtains a temporary use permit (per Chapter 18.100 KMC) or a temporary usage approval (Chapter 9.40 KMC) for City facilities, the owner may serve alcoholic beverages on a temporary basis.

<u>Reading of KMC 9.40.590 and KMC 18.28.020 Table A together</u>

- The consuming of alcoholic beverages in a City park, recreation area or associated marine area is clearly prohibited.
- KMC 9.40.590 is ambiguous as to whether the possession of alcoholic beverages in unopened containers is prohibited.
- KMC 9.40.590 is ambiguous as to whether the selling of alcoholic beverages in open containers (cups) is prohibited.
- KMC 9.40.590 is ambiguous as to whether the term "recreation area" is broader in scope than "City of Kenmore park."
  - Thus, KMC 9.40.590 is ambiguous as to whether its alcoholic beverages prohibitions are applicable to state or county parks.
- If the alcoholic beverage prohibitions of KMC 9.40.590 are not applicable in state or county parks, then a person can consume alcoholic beverages in those parks, because KMC 9.40.590 does not apply, but a person cannot serve alcoholic beverages in those parks because the prohibition of KMC 18.28.020 Table A does apply.
  - This is an illogical inconsistency.
- If the alcoholic beverage prohibitions of KMC 9.40.590 are applicable in state or county parks, then a person cannot consume or possess alcoholic beverages in those parks, because KMC 9.40.590 applies, but a person can serve alcoholic beverages to that person (assuming a temporary use permit has been issued under KMC 18.28.020 Table A).
  - This is an illogical inconsistency.
- A group cannot obtain a special use permit for the sale and consumption of alcoholic beverages per KMC 9.40.590, because there is not "City of Kenmore fairgrounds."

<u>Recommended Proposed Changes to KMC 9.40.010, 9.40.590, 9.40.600 and 18.28.020 Table A; these recommendations would allow alcohol to be served at a City park through a special events permit or permitted use and approval of the Washington State Liquor and Cannabis Control Board</u>:

- The inconsistencies and issues discussed above are addressed through the following amendments to the following Code sections (as shown on the Attached proposed Ordinance):
  - 9.40.590:
    - Define "City park" in the Code (new KMC 9.40.010(H).

- Delete "recreation area."
- Re-word the prohibited acts to clearly distinguish between selling, opening a container, possessing an open container, and consuming.
- Delete the obsolete (or never correct) "fairgrounds" term.
- Delete the City Manager discretion; replace it with permits or licenses under State law or City Code.

- 9.40.600:
  - Define "City park" in the Code.
  - Delete "recreation area."
- 9.40.010:
  - Define "City park."
  - Replace "parks and cultural resources department" with "the City department or outside agency assigned by the city manager to administer a portion of the City code."
  - Replace "parks division" with "Department."
- 18.28.020 Table A:
  - In the "prohibited column," retain "marijuana business" but delete all remaining language in the column.

FISCAL CONSIDERATION: None

ATTACHMENT #1

Proposed Code Changes Governing Alcoholic Beverages in Parks

Section 1. Section 9.40.590, Alcoholic Beverages, of the Kenmore Municipal Code, is amended as follows:

No person shall in a *City park* or *associated marine area:* sell an *alcoholic beverage*; open a bottle, can or other receptacle containing an *alcoholic beverage*~~,~~; possess an *alcoholic beverage* ~~Selling, opening or possessing alcoholic beverages~~ in an open container;~~,~~ or consume an ~~consuming any~~ ~~alcoholic beverage~~ *alcoholic beverage*, unless such sale, opening, possession or ~~in a City of Kenmore park, recreation area or associated marine area is prohibited except in the following designated areas subject to approval by the manager and under the following conditions: the sale and~~ consumption ~~alcoholic beverages~~ is authorized in connection with a ~~permissible for special~~ use, special event or other activity for which all applicable permits or licenses, including but not limited to ~~permit groups at the City of Kenmore fairgrounds, if the activities conform to the requirements of~~ those required by the Washington State Liquor and Cannabis Control Board under Chapter 66 RCW ~~Title 66~~ or this Code, have been obtained.

Section 2. Section 9.40.600, Intoxication, of the Kenmore Municipal Code, is amended as follows:

Being or remaining in, or loitering about in, any ~~City park~~ *City park*~~, recreation area,~~ or associated marine area while in a state of intoxication is prohibited.

Section 3. Section 9.40.010, Definitions, of the Kenmore Municipal Code is amended as follows:

A. "Aircraft" means any machine or device designed to travel through the air including but not limited to airplanes, helicopters and balloons;

B. "Alcoholic beverages" or "liquor" includes the four varieties of liquor defined as alcohol, spirits, wine and beer, all fermented, spirituous, vinous, or malt liquor, and all other intoxicating beverages, and every liquor, solid or semisolid or other substance, patented or not, containing alcohol, spirits, wine or beer, all drinks or drinkable liquids and all preparations or mixtures capable of human consumption. Any liquor, semisolid, solid or other substance which contains more than one percent alcohol by weight shall be conclusively deemed to be intoxicating;

C. "Associated marine area" means any water area within 100 feet of any "City of Kenmore trail, open space, park area" or "marine facility" such as a dock, pier, float, buoy, log boom, or other object which is part of a "City of Kenmore park area"; provided, that such area does not include private property;

D. "Boat" means any contrivance up to 65 feet in length overall, used or capable of being used as a means of transportation on water;

E. "Camper" means a motorized vehicle containing sleeping and/or housekeeping accommodations, and shall include a pickup truck with camper, a van-type body, a converted bus, or any similar type vehicle;

F. "Camping" means erecting a tent or shelter or arranging bedding or both for the purpose of or in such a way as will permit remaining overnight, or parking a trailer, camper, or other vehicle for the purpose of remaining overnight;

G. "Campsite" means designated camping sites which are designated for the use of tent campers, and which have no water and/or electrical facilities available for hookup to a trailer or a camper;

H. "City park" means land designated as a "park" in the City Park, Recreation and Open Space Plan section of the Comprehensive Plan or any City ordinance.

~~H~~I. "Discrimination" means any action or failure to act, whether by single act or part of a practice, the effect of which is to adversely affect or differentiate between or among individuals or groups of individuals, because of race, color, religion, national origin, age, sex, marital status, parental status, sexual orientation, the presence of any sensory, mental or physical handicap, or the use of an animal guide by a blind or deaf or otherwise physically or mentally challenged person;

~~I~~J. "Department" means ~~any division~~ the City department or outside agency assigned by the city manager to administer a portion of the City code ~~of the City of Kenmore parks and cultural resources department~~;

~~J~~K. "Facility" or "facilities" means any building, structure, or park area operated by the ~~City of Kenmore parks and cultural resources department~~ *department*;

~~K~~L. "Facility manager" means a duly appointed ~~City of Kenmore parks and cultural resources department~~ *department* employee;

~~L~~M. "City of Kenmore open space, trail or park area" means any area under the ownership, management, or control of the City of Kenmore or the *department* ~~parks and cultural resources department~~;

~~M~~N. "Director" means director of the ~~parks division of the~~ *department*;

~~N~~O. "Motor vehicle" means any self-propelled device capable of being moved upon a road, and in, upon, or by which any persons or property may be transported or drawn, and shall include, but not be limited to, automobiles, trucks, motorcycles, motor scooters, jeeps or similar type four-wheel drive vehicles, and snowmobiles, whether or not they can be legally operated upon the public highways;

~~O~~P. "Person" means all persons, groups, firms, partnerships, corporations, clubs, and all associations or combination of persons whenever acting for themselves or as an agent, servant, or employee;

~~P~~Q. "Rocket" means any device containing a combustible substance which when ignited propels the device forward;

~~Q~~R. "Trail" means any path, track, or right-of-way designed for use by pedestrians, bicycles, equestrians, or other nonmotorized modes of transportation;

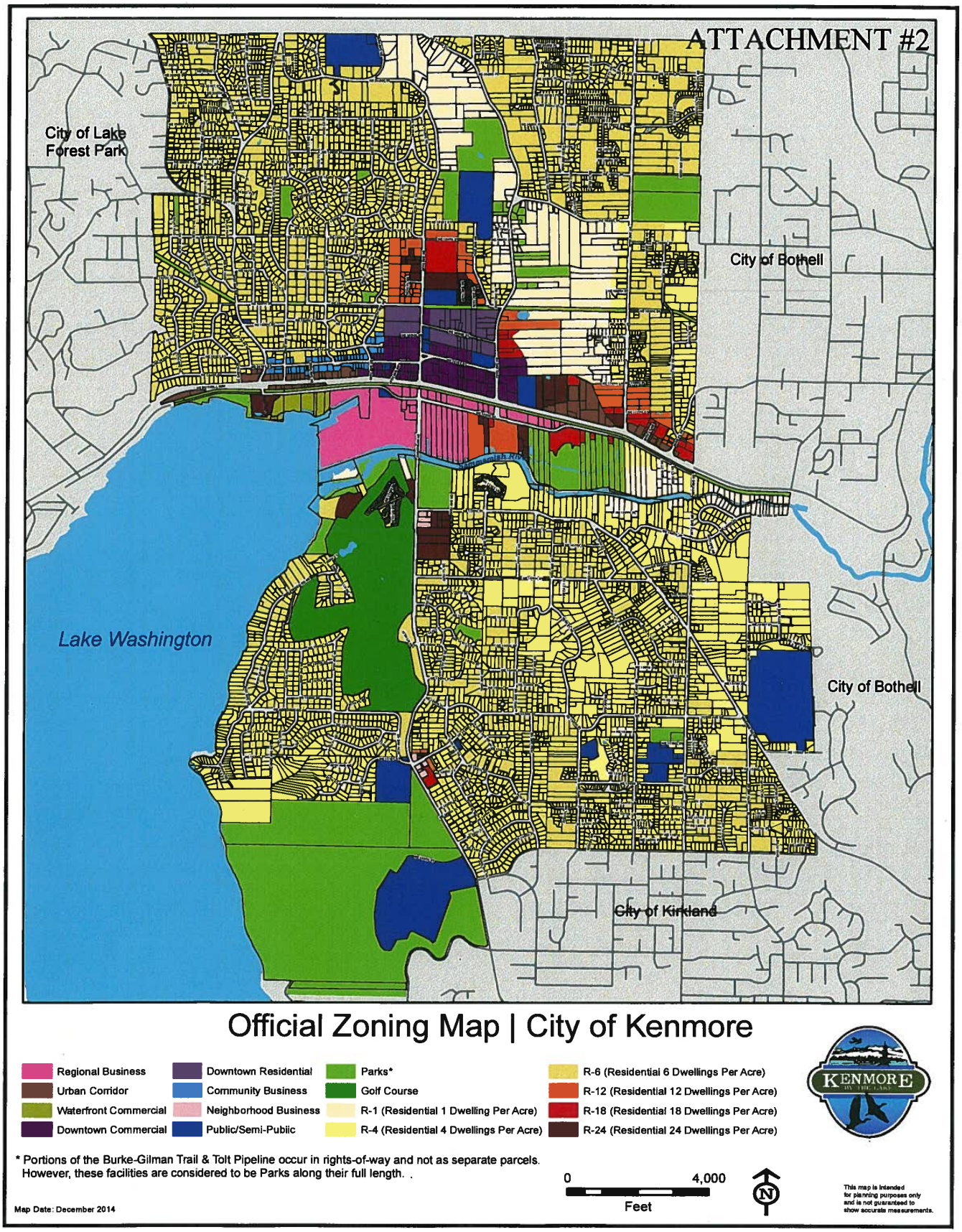
~~R~~S. "Trailer" means a towed vehicle which contains sleeping or housekeeping accommodations;

~~S~~T. "Trailer site" means a designated camping site which has water and/or electrical facilities available for hookup, and which is designed for the use of persons with trailers or campers.

Section 4. Table A of Section 18.28.020, Park zones – Use allowances, of the Kenmore Municipal Code is amended as follows:

Table A. Parks Zone Use Allowances

PERMITTED	CONDITIONALLY PERMITTED	PROHIBITED (OR EXCLUDED IN DEFINITIONS)
Arboretum Boat Launch Caretaker Residence, Accessory3 City Government Facilities and Offices Cultural Facilities Dock Dwelling Unit, Single Detached1 Indoor Recreational Facilities: Excluding Sports Clubs Mobile Food Vendor, Accessory2 Open Space Outdoor Recreational Facilities Parks Private Stormwater Management Facility Trails Utility Facility Wildlife Shelter		~~Service of alcoholic beverages, except by temporary use permit per Chapter 18.100 KMC or except by temporary usage of facilities in accordance with Chapter 9.40 KMC for City facilities~~ *Marijuana Business*


ATTACHMENT #2
City of Lake Forest Park
City of Bothell
Lake Washington
City of Bothell
City of Kirkland
Official Zoning Map | City of Kenmore
Regional Business
Urban Corridor
Waterfront Commercial
Downtown Commercial
Downtown Residential
Community Business
Neighborhood Business
Public/Semi-Public
Parks*
Golf Course
R-1 (Residential 1 Dwelling Per Acre)
R-4 (Residential 4 Dwellings Per Acre)
R-6 (Residential 6 Dwellings Per Acre)
R-12 (Residential 12 Dwellings Per Acre)
R-18 (Residential 18 Dwellings Per Acre)
R-24 (Residential 24 Dwellings Per Acre)
KENMORE
* Portions of the Burke-Gilman Trail & Tolt Pipeline occur in rights-of-way and not as separate parcels. However, these facilities are considered to be Parks along their full length. .
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Map Date: December 2014
This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

ATTACHMENT #3

The City of Kenmore

POLICE CHIEF

December 3, 2015

TO: Rob Karlinsey, City Manager

From: Clifford Sether, Police Chief & Jennifer Gordon, Public Works

Re: Alcohol in Kenmore City Parks

Kenmore City Ordinance 9.40.590 & 9.40.600 prohibits selling, opening or possessing alcoholic beverages or being in a state of intoxication in any City of Kenmore Parks. Violation of this ordinance is a misdemeanor, punishable by ninety days in jail and\or $500 fine. Kenmore Police often enforces this ordinance and has occasionally booked violators in jail.

The ordinance establishes a "Bright line" rule when dealing with alcohol in our parks and has been an outstanding tool for our police to use in keeping our parks safe for our children.

Allowing alcohol to be sold in Kenmore parks, during a special event, places our children in danger. Although there would be restrictions placed on the vendor, it would still hamper the police from enforcing the "intoxication in the park" portion of the ordinance. A person would be able to enter the park, already intoxicated and roam the entire park, including the children's play area, during the special event. This would unnecessarily expose our children to the adverse effects of alcohol.

Kenmore City Council, City Public Works and Police have diligently worked to keep our parks a safe environment for our children. We are recommending that no change be made to our current park rules. There are many other venues in the city where special events can be held, with alcohol sales that would not have an effect on our children.

C:\Users\SetherC\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\VXY0RLKI\Alcohol in park.doc