

RESOLUTION NO. 434

A RESOLUTION OF THE CITY OF WOODINVILLE, WASHINGTON, APPROVING THE WOODIN CREEK VILLAGE DEVELOPMENT AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the Washington State legislature authorizes development agreements in RCW 36.70B.170 through 36.70B.210; and

WHEREAS, the City authorizes development agreements in Chapter 21.37 WMC; and

WHEREAS, a Development Agreement application was formally submitted on September 25, 2012 by the applicant, Woodin Creek Village Associates, LLC; and

WHEREAS, the Planning Commission reviewed this matter at a study session on February 20, 2013, and March 6, 2013; and a public hearing on March 20, 2013; and

WHEREAS, the Woodinville Planning Commission recommends the Council approve the development agreement; and

WHEREAS, the Woodinville City Council has reviewed the Planning Commission's recommendation and received additional public comment regarding the agreement at a public hearing on April 9, 2013, April 16, 2013, and May 7, 2013; and

WHEREAS, the Woodinville City Council has determined that the Development Agreement Amendments are in compliance with State law and City Code; and

WHEREAS, the requirements of the State Environmental Policy Act (SEPA) RCW 43.21C have been met; and

WHEREAS, adoption of this resolution will promote the public health, safety, and general welfare within the City of Woodinville and is in the City's best interest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

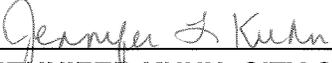
Section 1. The Woodinville City Council hereby approves the Woodin Creek Village Development Agreement as shown in Exhibit A, and authorizes the City Manager to execute this agreement.

RESOLVED this 7th day of May, 2013.



BERNARD W. TALMAS, MAYOR

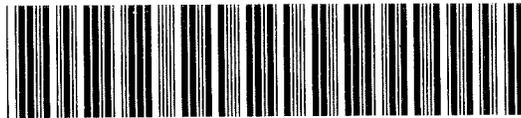
ATTEST/AUTHENTICATED:



JENNIFER KUHN, CITY CLERK/CMC

Return Address:

City of Woodinville
Attn: City Clerk
17301 133rd Avenue NE
Woodinville, WA 98072



20130605001699

MCCULLUM HILL AG-RER 139.00
PAGE-001 OF 068
06/05/2013 14:46
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Woodin Creek Village Development Agreement
- 2. _____
- 3. _____
- 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

- 1. Woodin Creek Village Associates, LLC, _____
- 2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. City of Woodinville, _____
- 2. _____, _____

Additional names on page _____ of document.

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

Portions of the north half of the southwest quarter, the northwest quarter, and the northeast quarter,
of Section 10, Township 26 North, Range 5 East, WM

Additional legal is on page 20 of document.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet

assigned
1330870000 known as Canterbury Square Condominium

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

DEVELOPMENT AGREEMENT

CITY OF WOODINVILLE AND WOODIN CREEK VILLAGE ASSOCIATES, LLC.

This Development Agreement ("Agreement") is made and entered into this 4th day of JUNE, 2013, by and between the City of Woodinville, a Washington optional municipal code city ("City"), and Woodin Creek Village Associates, LLC, a Limited Liability Corporation ("WCVA").

BACKGROUND AND CONTEXT

A. WCVA owns or controls a 20.5 acre site near the 133rd Avenue NE / NE 171st Street intersection known as Canterbury Square ("Property"). A legal description of the Property is attached as Exhibit A.

B. The City updated its land use plans, policies and regulations for the downtown area, including the following actions:

(1) On March 18, 2008, the City approved Ordinance No. 459 (Downtown and Little Bear Creek Corridor Master Plan) which established updated policies and plans addressing future development within the subarea of the Downtown and Little Bear Creek Corridor. A SEPA Determination of Non-Significance for the Downtown and Little Bear Creek Corridor Master Plan was issued on November 17, 2003.

The Downtown and Little Bear Creek Master Plan includes policies, land use, transportation and capital improvement plans intended to promote planned and coordinated redevelopment of properties within the downtown, including the subject property, into a walkable, mixed-use, higher-density downtown environment.

(2) On June 15, 2010, the City approved Ordinance No. 483 which revised the Official Street Map.

(3) On May 18, 2010, the City approved Ordinance No. 497 which adopted the Transportation Master Plan. A SEPA Determination of Non-Significance for the Transportation Master Plan was issued on November 9, 2009.

(4) On June 8, 2010, the City approved Ordinance No. 504 which adopted interim zoning code amendments relating to definition of gross square footage and limiting the maximum gross square footage of any retail establishment in the CDB zoning districts. A SEPA Determination of Non-Significance for the 2009 Annual Docket amendments was issued on October 19, 2009, these interim amendments were within the scope of that SEPA review.

(5) On February 7, 2012, the City approved Ordinance No. 524 which requires residential dwelling units on the ground floor in certain areas of the Central Business

District, amends the City's Design Standards and provides other zoning code changes within the downtown. A SEPA Determination of Non-Significance for these amendments was issued on April 4, 2011.

(6) On September 11, 2012, the City approved Ordinance No. 527 which established and imposes transportation impact fees, exemptions, credits, refunds and appeals by repealing and replacing WMC Chapter 3.39. WMC 3.39.030 defines the following:

a. "Project Improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the City's Transportation Facilities Plan or Transportation Improvement Plan approved by the City Council shall be considered a project improvement. Project improvements are also improvements to the City's Transportation system, directly adjoining property being developed, that are required in order to mitigate the direct impacts caused by the development such as frontage improvements, are considered part of and within the definition of project improvements.

b. "System Improvements" means transportation facilities that are included in the City's 20-year Transportation Facilities Plan and are designed to provide service to the community at large, in contrast to project improvements.

Exhibit B, attached to Ordinance No. 527, shows the projects that are classified as "System Improvement Projects", that are eligible for partial or full funding by Transportation Impact Fees. These projects include:

- 135th Avenue NE Grid Road
- NE 173rd Street Grid Road
- 138th Avenue NE Grid Road

(7) On March 12, 2001, the City approved Ordinance No. 279 which established and imposes park impact fees, exemptions, credits, refunds and appeals by creating WMC Chapter 3.36. WMC 3.36.030 defines the following:

a. "Project Improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan approved by the City Council shall be considered a project improvement.

b. "System Improvements" means park facilities that are included in the City's Six-Year Capital Facilities Plan and are designed to provide service to the community at large, in contrast to project improvements.

(8) On December 4, 2012, the City approved Ordinance No. 551 which adopted the City of Woodinville 2013 – 2018 Capital Improvement Plan (CIP). A SEPA Determination of Non-Significance for the CIP was issued on August 27, 2012. The CIP includes the following projects:

- a. Grid Road – 135th Avenue NE (Streets CIP No. 12)
- b. Grid Road – 138th Avenue NE/Garden Way (Streets CIP No. 13)
- c. Grid Road – NE 173rd Street (Streets CIP No. 14)

- d. NE 171st Street Road Diet (Streets CIP No. 15)
- e. NE 171st Street/133rd Avenue NE Intersection (Streets CIP No. 16)
- f. Woodin Creek Trail (Parks CIP No. 5)

(9) On November 9, 2010, the City adopted Ordinance 489 which amended WMC Chapter 21.38 by removing the two acre minimum size requirement. WMC 21.38.050(5) states: Development that contemplates approval of higher development intensity through the voluntary use of a development agreement between the City and developer is reserved for developments that are determined by the Development Services Director (Director) to meet the following criteria:

- a. The development, whether single-story or multi-story, combines two or more distinct land use categories that are consistent with the City's Comprehensive Plan.

(10) On February 5, 2013, the City adopted Ordinance 556 which amended WMC Chapter 21.14 by removing the Pedestrian-Oriented street designation for NE 173rd Street. A SEPA Determination of Non-Significance for the ordinance was issued on October 29, 2012.

(11) On April 9, 2013, the City adopted Ordinance 564 which amended WMC Chapter 12.03 by revising the Official Street Map and adopting new street standards for grid roads and lanes for designated streets in the Downtown and Little Bear Creek Planning Area.

C. WCVA currently anticipates that it will develop the Property in five phases ("Project"). The Project will be known as Woodin Creek Village. The Project may include a mix of residential, retail, hotel and office uses, with associated parking and other site improvements.

D. Redevelopment of the Property in accord with the Conceptual Site Plan and this agreement will provide substantial public benefits, including:

- (1) Mixed-use development, with retail, residential, hotel, office uses and public open space;
- (2) Preservation, restoration and enhancement of Woodin Creek habitat and fisheries;
- (3) A new multi-use, public soft trail and pedestrian bridge along and over Woodin Creek;
- (4) A new multi-modal public street connection extending 135th Avenue NE between NE 173rd Street and NE 171st Street;
- (5) A new multi-modal public street connection extending 138th Avenue NE between NE 173rd Street and NE 171 Street;
- (6) A new multi-modal public street connection extending NE 173rd Street from 135th Avenue NE to 138th Avenue NE;
- (7) A new private street through the site connecting 133rd Avenue NE with 138th Avenue NE;
- (8) Urban pathways connecting with the City's regional trail system, residential neighborhoods and downtown core;
- (9) Approximately 50,000 total square feet of retail space and amenities along 135th Avenue NE and 138th Avenue NE; and

(10) Approximately 10,000 square feet of office space along 135th Avenue NE to facilitate expanded employment opportunities.

E. WCVA and the City intend that redevelopment of the Property will serve as a catalyst for redevelopment of surrounding areas that will help the downtown fully realize the benefits of a walkable, mixed-use, pedestrian-oriented urban downtown environment. To these ends, the parties intend that this Agreement will:

(1) Provide greater certainty as to application of new regulations and procedures adopted through the Downtown and Little Bear Creek Master Plan Project;

(2) Encourage redevelopment of the Property to occur in a strategic and timely manner;

(3) Influence the quality and character of the development such that the public and private benefits identified in the Downtown and Little Bear Creek Master Plan will be fully realized; and

(4) Provide for mitigation of environmental impacts that are likely to result from redevelopment of the Property.

F. The Washington State Legislature has authorized the execution of development agreements between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170).

G. Woodinville Municipal Code 21.37.010 et seq. also authorizes the execution of development agreements which address the “ground rules” for review of development applications and construction of projects, define the scope and timing of projects, confirm applicable regulations, and specify mitigation measures. A development agreement between Owner and the City is a collaboration that will provide mutual benefit for the parties, residents and businesses of the Woodinville downtown, and the region.

The City has reviewed the environmental impacts of the Project and has issued a Determination of Nonsignificance (“DNS”) in accordance with the requirements of the State Environmental Policy Act, RCW 43.21C. A copy of the DNS is attached as Exhibit B.

A development agreement must be approved by ordinance or resolution after a public hearing. A public hearing for this Development Agreement was held by the Planning Commission on March 20, 2013, and by the City Council on April 9, April 16, and May 7, 2013. The City Council approved this Development Agreement by Resolution No. 434 on May 7, 2013.

The parties agree as follows:

1. Project Description. The Project is a mixed-use residential/retail community located in the City’s Central Business District. It is generally bounded by 133rd Avenue NE on the west, NE 173rd Street on the north, the adopted 138th Avenue NE alignment on the east, and NE 171st Street on the south. A conceptual redevelopment plan that depicts the Project is attached as Exhibit C.

Phase	Approximate Area in Acres	Residential Units**	Retail/Commercial Square Feet**	Public Infrastructure Improvements***
I	6.0	200	0	<ul style="list-style-type: none"> •133rd Avenue NE frontage improvements and Right-of-Way (ROW) and easement dedications •133rd Avenue NE/NE 171st Street intersection* •NE 173rd Street frontage improvements from 133rd Avenue NE to the east edge of this project phase
II	5.0	200	25,000	<ul style="list-style-type: none"> •Construct 135th Avenue NE from NE 171st Street up to and including the NE 173rd Street/135th Avenue NE intersection •NE 173rd Street/135th Avenue NE intersection improvements •NE 173rd Street frontage improvements from the end of Phase I to the east edge of this project phase •Complete stream improvements
III	6.0	225	25,000	<ul style="list-style-type: none"> •NE 173rd Street frontage improvements and ROW and easement dedications from the end of the street that exists at the time of land use project approval issuance to the east edge of this project phase
IV	2.2	75	5,000	<ul style="list-style-type: none"> •NE 173rd Street frontage improvements and ROW and easement dedications from the end of the street that exists at the time of land use project approval issuance to the east edge of this project phase •138th Avenue NE frontage from the intersection with NE 173rd Street to the south edge of this project phase •The intersection of NE 173rd Street and 138th Avenue NE
V	1.3	100	5,000	<ul style="list-style-type: none"> •138th Avenue NE frontage improvements and ROW and easement dedications connecting to the portion of 138th Avenue NE built in Phase 4 •NE 171st Street/138th Avenue NE intersection improvements*
PROJECT TOTALS	20.5	800**	60,000**	

* Intersection improvements shall be contributed to on a pro-rata basis as noted in this agreement.

** These amounts are projections of one development scenario. Actual development yields may be higher or lower depending on market and economic conditions and are subject to compliance with city regulations and codes in effect at the time this development agreement is executed.

*** Public Infrastructure Improvements – See Section 5.1.1(a) for complete descriptions of the public ROW improvements.

2. Permit Approvals. Prior to commencement of construction, the Project will obtain all required permits and approvals in conformance with the Woodinville Municipal Code (WMC) in effect at the time this Agreement is executed. Subject to any revisions made necessary by any superseding state or federal law, the storm drainage component of the construction permits and approvals will be generally based on plans consistent with the conceptual storm drainage plan prepared by CORE Design, Inc., dated February 5, 2013, and attached as Exhibit D. Storm drainage plans shall meet the 2009 King County Surface Water Design Manual as approved by the City. The City acknowledges that the Project has received a valid certificate of water availability issued by Woodinville Water District on August 13, 2012, and a valid certificate of sewer availability issued by Woodinville Water District on August 13, 2012, attached as Exhibit E. Each phase will be required to resubmit valid water and sewer certificates of availability upon application for construction permits and as required by City regulations.

3. Allowable Development. WCVA has stated its plans to develop approximately 800 residential units (which may include any combination of apartments, townhouses, condominium units, senior housing, and/or assisted housing units); 50,000 square feet of retail development; hotel rooms; and 10,000 square feet of office development, all with associated parking. The allowed development will be determined on a phase by phase basis for the land area in that phase, in conformance with the WMC in effect at the time this Agreement is executed (“Allowable Development”), and may accordingly exceed the amount of development currently planned by WCVA. The allowable development may be less than or greater than the amount shown in the table under 1. Project Description above.

Subject to WMC 21.38.050(5), the City acknowledges that the Project provides mitigations and public benefits, as set forth in the Background and Context Section above, that exceed those required under standard regulations, and as a consequence, the City agrees that the Project may include four story structures at a maximum height of up to 52.5 feet and may be developed to a maximum density of up to 54 du/ac or use a floor area ratio (FAR) of not more than two and one-half (2.5), as authorized by WMC 21.38.050. In order to obtain the maximum 52.5 foot building height for four story buildings, the requirements of WMC 21.12.040 and 21.14.910(2)(c) shall be met.

A parking study shall be submitted for approval by the City for each phase of construction. The parking study will utilize as at least one of its sources the most recent standard rates and equations published in the Institute of Transportation Engineers (ITE) *Parking Generation*. If WCVA proposes parking supply that is below the level determined using ITE rates and equations, additional supporting documentation and analysis may be required by the City. A parking study for each phase must be approved by the City and the parking constructed will conform to that approval.

4. Project Phasing. As shown on Exhibit C, the Project is anticipated to be developed in the following phases, and with the approximate number of residential dwelling units, retail and office space and associated parking stalls, not to exceed the Allowable Development:

(a) **Phase I:** Phase I will be the development of the westernmost portion of the Property. Approximately 200 residential units are planned to be developed, along with associated parking.

(b) **Phase II:** Phase II will be the development of that portion of the Property directly to the east of Phase I. It is planned to be developed with approximately 200 residential units, 20,000 square feet of retail, and 5,000 square feet of office, along with associated parking.

(c) **Phase III:** Phase III will be the development of that portion of the Property directly to the east of Phase II. It is planned to be developed with approximately 225 residential units, 20,000 square feet of retail and 5,000 square feet of office along with associated parking.

(d) **Phase IV:** Phase IV will be the development of that portion of the Property that is directly east of Phase III and to the north of Woodin Creek. It is planned to be developed with approximately 75 residential units, 5,000 square feet of retail, and associated parking.

(e) **Phase V:** Phase V will be the development of that portion of the Property that is directly east of Phase III and to the south of Woodin Creek. It is planned to be developed with approximately 100 residential units, 5,000 square feet of retail, and associated parking.

WCVA agrees to construct the project in the order of the phases listed above. WCVA reserves the right to combine phases.

The existing mobile homes and other aboveground structures on the Property will be removed prior to the commencement of Phase I construction and the site will be rough graded. All exposed earth will be hydroseeded to prevent erosion. Undeveloped portions of the Property pending development of Phases II through V shall be screened from public view and secured to preclude public access. WCVA will submit a performance bond to the City for the cost of hydroseeding and site restoration prior to issuance of the first site development permit.

5. Parties' Obligations Under this Agreement.

This Agreement establishes certain roles and responsibilities for the development of the Project.

5.1 WCVA Responsibilities.

5.1.1 Mitigation of Project Impacts. WCVA shall mitigate the impacts associated with the Project by performing the following:

(a) Public Right of Way Improvements. Public improvements for each phase of the project shall be completed and accepted by the City, as-builts approved, ROW and easement dedications prior to any final CO for any building within that phase. Any modifications, such as changing type of intersection improvements or street alignments, to the improvements shown under this section requires a minor modification to the agreement.

i. Phase I:

1. WCVA shall construct frontage improvements along the western property line that abuts 133rd Avenue

NE in conformance with the street sections shown in Exhibit F.

2. WCVA shall provide one of the following, as approved by the City, depending on what right-of-way for NE 173rd Street is under City or developer control:

i. WCVA shall construct half street frontage improvements along the northern property line for any property that abuts NE 173rd Street in conformance with the street section shown in Exhibit G. The existing north curb line will be used to locate the north edge of the roadway and parking lane improvements per the street section in Exhibit G.

ii. Dedicate ROW and easements to the City that will be necessary to construct NE 173rd Street in accordance with the road section shown in Exhibit G. The existing north curb line will be used to locate the north edge of the roadway and parking lane improvements per the street section in Exhibit G.

3. WCVA will contribute their proportionate share to the construction of a single lane roundabout or other approved traffic mitigation at the NE 171st Street/133rd Avenue NE intersection. The proportionate share shall be based on the increase of turning traffic volumes before and after at this intersection. Based on the *Revised Transportation Technical Report for Woodin Creek Village* (Heffron Transportation Inc., February 27, 2013), WCVA's proportionate share would be 23.9% or as otherwise approved pursuant to Section 5.2.4. This payment shall be made at issuance of the first building permit for any buildings in Phase I.

ii. Phase II:

1. WCVA shall construct 135th Avenue NE from NE 171st Street to NE 173rd Street and connect to the existing 135th Avenue NE ROW in conformance with the street sections shown in Exhibit H.

2. WCVA shall construct a single lane roundabout at the NE 171st Street/135th Avenue NE intersection in conformance with the street diagram shown in Exhibit I, along with the transitions from the roundabout to the existing streets. WCVA will provide the City with a minimum of eighteen (18) months written notice prior to the start of construction to allow acquisition by the City of any additional ROW that may be necessary for the project at the City's sole expense. Should the City

be unable to acquire the additional ROW necessary for the roundabout construction, then the City shall work with WCVA to develop an alternative solution for the intersection improvements.

3. WCVA shall provide one of the following, as approved by the City, depending on what right-of-way for NE 173rd Street is under City or developer control:

i. WCVA shall construct half street frontage improvements along the northern property line for any property that abuts NE 173rd Street in conformance with the street section shown in Exhibit G. The existing north curb line will be used to locate the north edge of the roadway and parking lane improvements per the street section in Exhibit G.

ii. Dedicate ROW and easements to the City that will be necessary to construct NE 173rd Street in accordance with the approved alignment and the road section shown in Exhibit G. The existing north curb line will be used to locate the north edge of the roadway and parking lane improvements per the street section in Exhibit G.

4. WCVA shall construct improvements to the NE 173rd Street/135th Avenue NE intersection in general conformance with the street diagram shown in Exhibit K.

iii. Phase III:

1. WCVA shall construct frontage improvements along the northern property line for any property that abuts NE 173rd Street in conformance with the street sections and alignment shown in Exhibits J and K.

2. WCVA shall screen the northern edge of the NE 173rd Street ROW incomplete improvements per Exhibit K.

iv. Phase IV:

1. WCVA shall construct half street frontage improvements along the northern property line for any property that abuts NE 173rd Street in conformance with the street sections and alignment as shown in Exhibits J and K.

2. WCVA shall screen the northern edge of the NE 173rd Street ROW incomplete improvements per Exhibit K.

3. WCVA shall provide one of the following, as approved by the City, depending on what right-of-way

for 138th Avenue NE (Garden Way) is under City or developer control:

- i. WCVA shall construct half street frontage improvements along the eastern property line for any property that abuts 138th Avenue NE (Garden Way) in conformance with the street section shown in Exhibit L. If additional widening of the travel lanes/paved surface or stream crossing is required to meet fire access requirements, then WCVA shall construct the minimum necessary.
 - ii. Dedicate ROW and easements to the City that will be necessary to construct 138th Avenue NE (Garden Way) in accordance with the approved alignment and the road section shown in Exhibit L.
 - iii. For purposes of this section, Phase IV does not include the frontage along Woodin Creek or associated buffers.
4. WCVA shall construct improvements to the NE 173rd Street/138th Avenue NE intersection in general conformance with the street diagram shown in Exhibit K.

v. Phase V:

1. WCVA shall provide one of the following, as approved by the City, depending on what right-of-way for 138th Avenue NE (Garden Way) is under City or developer control:
 - i. WCVA shall construct frontage improvements along the eastern property line for their property within the 138th Avenue NE (Garden Way) ROW in conformance with the street section shown in Exhibit L. If additional widening of the travel lanes/paved surface or stream crossing is required to meet fire access requirements, then WCVA shall construct the minimum necessary. This includes the frontage along Woodin Creek and associated buffers.
 - ii. Dedicate ROW and easements to the City that will be necessary to construct 138th Avenue NE (Garden Way) in accordance with the approved alignment and the road section shown in Exhibit L. The City shall allow and WCVA will construct temporary legal access from the property to NE 171st Street in accordance with the City's adopted codes and standards. The

temporary access will be removed once 138th Avenue NE (Garden Way) is constructed and operational. WCVA shall provide a waiver of liability claim to the City for this driveway removal.

2. WCVA will contribute their proportionate share to the construction of a single lane roundabout at the NE 171st Street/138th Avenue NE intersection based on the increase in total traffic volumes before and after at this intersection. Based on the *Revised Transportation Technical Report for Woodin Creek Village* (Heffron Transportation, Inc., February 27, 2013), WCVA's proportionate share would be 12.2% or as otherwise approved pursuant to Section 5.2.4. This payment shall be made at issuance of the first building permit for any buildings in Phase V.

(b) Traffic Impact Fees. WCVA agrees to pay the traffic impact fees in the amount and according to the schedule set forth on Exhibit M. WCVA shall be vested to this fee schedule for a period of seven (7) years or until May 31, 2020 whichever is later, to complete the street improvements according to the schedule in Exhibit M. Failure to complete the required street improvements in accordance with the schedule will subject the project to then applicable transportation impact fees. WCVA will receive traffic impact fee credits in Phase I of the project for the 128 mobile home residential units on the property. The City acknowledges that traffic impact fee credits are due for the system improvements that are constructed and such credits shall be calculated pursuant to WMC Chapter 3.39 (Exhibit N) in effect on the date of this Agreement. The City also acknowledges that the public Right-of-Way improvements for NE 173rd Street, 135th Avenue NE and 138th Avenue NE are system improvements for which traffic impact fee credits shall be due. Impact fee credits for each phase of the project shall be requested within 30 days of the first building permit issuance in each phase of the Project. Impact fee credits shall be carried forward and applied from any one phase to the next phase for the life of the project.

(c) Park Impact Fees. WCVA agrees to pay park impact fees in the amount and according to the schedule set forth on Exhibit O. WCVA shall be vested to this fee schedule for a period of seven (7) years or until May 31, 2020 whichever is later, to complete the park improvements according to the schedule in Exhibit O. Failure to complete the required park improvements in accordance with the schedule will subject the project to then applicable parks impact fees. WCVA will receive park impact fee credits in Phase I of the project for the 128 mobile home residential units on the property. The City acknowledges that park impact fee credits are due for the system improvements that are constructed. Such credits shall be calculated pursuant to WMC Chapter 3.36 (Exhibit P) in effect on the date of this Agreement.

(d) School Impact Fees. At the effective date of this agreement, the City of Woodinville does not assess a school impact fee. WCVA agrees to pay school impact

fees for any units constructed after adoption of a school impact fee ordinance by the Woodinville City Council. School impact fees will be assessed at the time of building permit issuance.

(e) Fire Impact Fees. At the effective date of this agreement, the City of Woodinville does not assess a fire impact fee. WCVA agrees to pay fire impact fees for any units constructed after adoption of a fire impact fee ordinance by the Woodinville City Council. Fire impact fees will be assessed at the time of building permit issuance.

(f) Other Impact Fees. At the effective date of this agreement, the State of Washington has not authorized any additional impact fees per RCW 82.02.050 and RCW 82.02.090. Except as provided in sub-sections (b), (c), (d) and (e) above, the City shall not impose any modification of or new impact fees to this project during the first seven (7) years of the term of this Agreement.

(g) Security. WCVA shall submit a performance bond at the beginning of any phase for the value of all required public infrastructure improvements, landscaping and stream mitigation within that phase.

5.1.2 Easements and Land Dedications. WCVA agrees to provide dedications and easements necessary for the construction and public use of the ROW improvements set forth in Section 5.1.1.a above.

5.1.3 Contingency of Obligations. In the event the Project is abandoned prior to issuance of the first construction permit for the project and WCVA provides written notice to the City of its intention to abandon the Project, WCVA shall have no obligations under this Agreement. WCVA's obligations to pay impact fees and to construct right of way improvements are limited to those fees and improvements associated with each phase of the Project that is in fact developed. WCVA shall have no obligation to pay impact fees or to construct improvements that are linked to phases of the Project that are not ultimately permitted.

5.1.4 CC&Rs. Prior to issuance of a certificate of occupancy for Phase I of the Project, WCVA shall prepare and have recorded against the Property a declaration of covenants, conditions and restrictions ("CC&Rs"). The CC&Rs shall assure that all public areas and amenities within the Project site are maintained to a level such that they are safe, sanitary and accessible to and for the public. The CC&Rs shall be perpetual for the life of the Project. The CC&Rs shall be submitted to the City for review and approval prior to recordation.

5.2 City Responsibilities

5.2.1 City Services. City services including roads, parks, stormwater and police of which WCVA and its successors will benefit with the development of the project in the City, are described, implemented and budgeted for by ordinance, resolutions, plans and policies adopted through public processes.

5.2.2 Vesting of Development Regulations.

Subject to the provisions of Sections 2 and 5.2.3 hereof, the provisions of the Woodinville Zoning Code and other City development regulations in effect on the date of this Agreement shall apply to the design and development of the Project for the full duration of this Agreement. As provided by RCW 36.70B.170(4), the proposed development shall not vest against new development regulations to the extent the new regulations are required by a serious threat to public health and safety.

5.2.3 International Codes. The International Building Code, International Fire Code, and other construction codes in effect in the City of Woodinville as of the date of the filing of a complete application for a building permit shall govern the City's review and approval of that building permit.

5.2.4 Concurrency Approval. The City has determined that the Project meets the City's standards for transportation concurrency approval and mitigates significant adverse impacts to the City's transportation system. The transportation concurrency approval is granted for a maximum of 800 residential units, 50,000 square feet of retail use and 10,000 square feet of office use in accordance with the *Revised Transportation Technical Report for Woodin Creek Village* (Heffron Transportation, Inc., February 27, 2013). Concurrency is granted by the City subject to construction of all improvements as required by the City, any proportionate share of contributions to traffic improvements are paid and the assumptions in the above transportation report are not exceeded. The proportionate share for the intersection improvements at NE 171st Street/133rd Avenue NE and NE 171st Street/138th Avenue NE is based on the listed unit and square footage counts and may be lower or higher depending on the actual number of units and square feet approved and constructed.

5.2.5 Woodin Creek Buffer Reduction Approval. Pursuant to the decision of the Director of Development Services dated September 24, 2012 (copy attached as Exhibit Q), the City has designated that portion of Woodin Creek that traverses the Project property as an Urban Stream. The City has determined that the Project meets the City's standards to reduce the 115 foot required stream buffer to a 50-foot buffer width and mitigates adverse impacts to Woodin Creek. WCVA will enhance that 50-foot buffer area ("Woodin Creek Enhancement") as set forth in the conceptual enhancement plan attached as Exhibit R and *Critical Area Study by Cedarock Consultants, Inc., dated September 25, 2012*, according to the following schedule: The 50-foot Woodin Creek buffer and all other associated stream improvements shall be constructed and completed at the time of development of Phase II. All stream improvements shall be inspected and approved by the City prior to any final certificates of occupancy for any buildings in Phase II.

6. SEPA Compliance. The City has conducted a Non-Project SEPA review of this Development Agreement in accordance with the requirements of the State Environmental Policy Act, RCW 43.21C, and applicable SEPA regulations, WAC 197-11. A determination of nonsignificance ("DNS") was issued on March 4, 2013. A copy of the DNS is attached as Exhibit B. All conditions of the DNS are incorporated into this document either specifically, or by this reference. To the extent required by law, the City shall conduct additional, project-related SEPA review in connection with each land use project approval submitted for this project.

7. **Modifications to Agreement.** This Agreement contains all terms, conditions and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment executed by both parties. Major modifications must be approved by the City Council. For purposes of this Agreement, major modifications are those involving a significant deviation from the original specifications of the Development Agreement and/or its component elements as generally described in Section 3 above. Minor modifications may be approved by the City Manager, or designee. For purposes of this Agreement, minor modifications are those affecting the precise dimensions or location of buildings, streets, driveway or other site features, but that do not; (1) affect the overall character of the Project, or (2) result in materially greater environmental impacts. Adjustments to the alignment of NE 173rd Street and 138th Avenue NE are considered minor modifications. The City Manager or designee shall determine whether a proposed modification is major or minor under this section.

8. **General Provisions.**

8.1 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington and the City of Woodinville.

8.2 **Recording.** This Agreement or a memorandum thereof shall be recorded against the Property as a covenant running with the land.

8.3 **Agreement Binding on Successors; Respective Obligations of WCVA.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors as provided by RCW 36.70B.190.

8.4 **Interpretation; Severability.**

8.4.1 **Interpretation.** The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170 et seq.

8.4.2 **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid in a final decree or judgment by a court of law, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect.

8.5 **Authority.** Each party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.

8.6 **Exhibits Incorporated.** Exhibits A-R are incorporated herein by this reference as if fully set forth.

8.7 **Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

8.8 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein and this Agreement supersedes all previous agreements, oral or written.

8.9 Default and Remedies. No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of forty-five (45) days after receipt of written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the forty-five (45) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing party (or the substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs.

8.10 Term. The term of this Agreement shall be ten (10) years.

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

8.12 Interpretation. This Agreement has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

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

If to the City: Richard A. Leahy
 City Manager
 City of Woodinville
 17301 133rd Avenue NE
 Woodinville, WA 98072
 Phone: 425-489-2754 Fax: 425-489-2705

If to WCVA: W. Dean Weidner
Member
Woodin Creek Village Associates, LLC
9757 Juanita Dr. NE, Suite 300
Kirkland, WA 98034
Phone: 425-821-3844 Fax: 425-821-5936

Douglas C. Reiss
Member
Woodin Creek Village Associates, LLC
9757 Juanita Dr. NE, Suite 300
Kirkland, WA 98034
Phone: 425-885-1641 Fax: 425-880-4507

Notice by hand delivery or facsimile shall be effective upon receipt, provided that notice by facsimile shall be accompanied by mailed notice as set forth herein and shall be evidenced by a machine-printed confirmation of successful transmission. If deposited in the mail, certified mail, return receipt requested, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

8.14 Delays. If either party is delayed in the performance of its obligations under this Agreement due to Force Majeure, then performance of those obligations shall be excused for the period of delay.

8.15 Lenders. WCVA warrants that as of the date of this Agreement, there are no lenders holding any security interest in the Property. Prior to granting any lender a security interest in the Property subsequent to the date of this Agreement during the term of this Agreement, WCVA shall provide all such lenders with actual written notice of this Agreement and shall promptly provide the City with a copy of that notice.

In Witness Whereof, the parties have caused this Agreement to be executed, effective on the day and year set forth on the first page hereof.

CITY OF WOODINVILLE, a
Washington Municipal Corporation

By: 

Print Name: Richard A. Leahy

Its: City Manager

WOODIN CREEK VILLAGE ASSOCIATES,
LLC., a
Washington Limited Liability Corporation

By: 

Print Name: W. Dean Weidner

Its: Member

By: 

Print Name: Douglas C. Reiss

Its: Member

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that RICHARD A. LEAHY is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the CITY MANAGER of the CITY OF WOODINVILLE to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: JUNE 4, 2013.



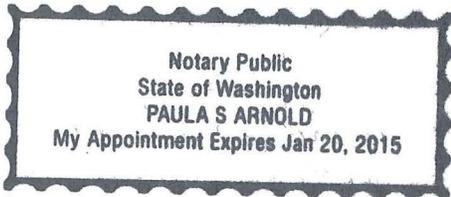
Linda L. Fava

Notary Public in and for the State of Washington
residing at WOODINVILLE, WA
Print name: LINDA L. FAVA
Commission expires: DECEMBER 29, 2015

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that W Dean Weidner is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of WOODIN CREEK VILLAGE ASSOCIATES, LLC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: June 4, 2013.



Paula S. Arnold

Notary Public in and for the State of Washington
residing at Kirkland, Washington
Print name: Paula S. Arnold
Commission expires: 1-20-2015

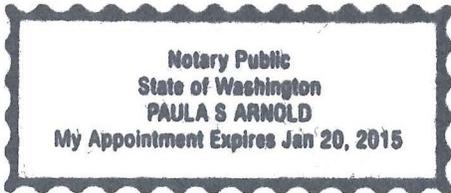
STATE OF WASHINGTON)

) ss

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Douglas C. Reiss is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Member of WOODIN CREEK VILLAGE ASSOCIATES, LLC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: June 4, 2013.



Paula S. Arnold

Notary Public in and for the State of Washington

residing at Kirkland, Washington

Print name: Paula S. Arnold

Commission expires: 1-20-2015

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

That portion of the north half of the southwest quarter of Section 10, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

BEGINNING at the southwest corner of the northwest quarter of the southwest quarter of said Section 10; thence South $88^{\circ}54'42''$ East along the south line of said subdivision 725.00 feet to the TRUE POINT OF BEGINNING; thence North $1^{\circ}34'02''$ East 465.00 feet; thence North $88^{\circ}54'42''$ West 260.00 feet; thence North $1^{\circ}34'02''$ East 97.47 feet to the south line of the north 747.50 feet of said northwest quarter of the southwest quarter; thence South $88^{\circ}59'33''$ East along said south line 343.10 feet; thence south $89^{\circ}43'28''$ East 195.02 feet; thence South $88^{\circ}59'33''$ East 60.00 feet; thence North $1^{\circ}06'30''$ East 96.68 feet to the north line of the south 662.50 feet of the north half of the southwest quarter of said Section 10; thence along said north line 342.93 feet to the east line of the west 104.00 feet of the northeast quarter of the southwest quarter of said Section 10; thence South $0^{\circ}43'48''$ West along said east line 85.00 feet to the north line of the South 577.50 feet of the north half of the southwest quarter of said Section 10; thence along said north line 273.50 feet to the east line of the west 377.50 feet of the northeast quarter of the southwest quarter of said Section 10; thence South $0^{\circ}43'48''$ West along said east line 577.50 feet to the south line of the north half of the southwest quarter of said Section 10; thence North $88^{\circ}54'42''$ West along said south line 963.40 feet to TRUE POINT OF BEGINNING.

Parcel B:

BEGINNING at a point on the south line of the northwest quarter of the southwest quarter of Section 10, Township 26 North, Range 5 East, W.M., in King County, Washington, 465 feet easterly of the southwest corner of said northwest quarter of the southwest quarter; thence continuing easterly along the south line 260 feet; thence northerly parallel to the west line of the northwest quarter of the southwest quarter 465 feet; thence westerly parallel to the south line 260 feet; thence southerly parallel to the west line of said northwest quarter of the southwest quarter 465 feet to the POINT OF BEGINNING.

Parcel C:

That portion of the northeast quarter of the southwest quarter of Section 10, Township 26 North, range 5 East, W.M., in King County, Washington, described as follows:

BEGINNING at a point 446 feet west and 30 feet south of the northeast corner of said subdivision; thence South $2^{\circ}48'27''$ East 625.7 feet, more or less, to the north line of a tract of land deeded to Theodora L. Calkins; thence South $88^{\circ}22'26''$ West along the north line of said Calkins tract and said line produced 325 feet to the (true) POINT OF BEGINNING; thence North $88^{\circ}22'26''$ East 120.8 feet, more or less, to the northwest corner of said Calkins tract; thence South $2^{\circ}23'38''$ East along the west line of said Calkins tract 656.6 feet, more or less, to the southwest corner of said tract; thence South $88^{\circ}23'58''$ West 278.4 feet, more or less, to the southeast corner of a tract of land deeded to Arthur E. Griffin; thence North $1^{\circ}58'50''$ West along the most easterly line of said Griffin tract 577.5 feet, more or less, to a corner of said Griffin tract; thence North $88^{\circ}23'58''$ East 155.0 feet, more or less, to a point from which the TRUE POINT OF BEGINNING bears North $2^{\circ}48'27''$ West; thence North $2^{\circ}48'27''$ West to the TRUE POINT OF BEGINNING; except that portion thereof conveyed to King County by deed recorded under Recording Number 9010310625.

EXHIBIT B
DETERMINATION OF NONSIGNIFICANCE



DETERMINATION OF NONSIGNIFICANCE (DNS)
City of Woodinville

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 5:00pm • Friday 7:30am – 4:00pm

PROJECT NAME: Woodin Creek Village Development Agreement

DESCRIPTION OF PROPOSAL: Development agreement for redevelopment of an existing mobile home park into a mixed-use residential/retail community within the Central Business District zone. This phased project conceptually includes 800 multi-family residential dwelling units and 60,000 square feet of retail/commercial space, as well as street improvements, drainage improvements, stream buffer enhancement and stream mitigation.

PROPOSER: Harold Moniz, of Collins Woerman Architects, on behalf of Woodin Creek Village Associates, LLC
Address: 710 2nd Ave #1400, Seattle, WA 98104
Phone: 206-245-2016
Email: hmoniz@collinswoerman.com

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: The project is generally in the vicinity of 135th Avenue NE and NE 171st Street; it is generally bounded by 133rd Avenue NE on the west, NE 173rd Street on the north, the adopted 138th Avenue NE alignment on the east, and NE 171st Street on the south. The property is legally described as Parcel A: That portion of the north half of the southwest quarter of Section 10, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows: BEGINNING at the southwest corner of the northwest quarter of the southwest quarter of said Section 10; thence South 88°54'42" East along the south line of said subdivision 725.00 feet to the TRUE POINT OF BEGINNING; thence North 1°34'02" East 465.00 feet; thence North 88°54'42" West 260.00 feet; thence North 1°34'02" East 97.47 feet to the south line of the north 747.50 feet of said northwest quarter of the southwest quarter; thence South 88°59'33" East along said south line 343.10 feet; thence south 89°43'28" East 195.02 feet; thence South 88°59'33" East 60.00 feet; thence North 1°06'30" East 96.68 feet to the north line of the south 662.50 feet of the north half of the southwest quarter of said Section 10; thence along said north line 342.93 feet to the east line of the west 104.00 feet of the northeast quarter of the southwest quarter of said Section 10; thence South 0°43'48" West along said east line 85.00 feet to the north line of the South 577.50 feet of the north half of the southwest quarter of said Section 10; thence along said north line 273.50 feet to the east line of the west 377.50 feet of the northeast quarter of the southwest quarter of said Section 10; thence South 0°43'48" West along said east line 577.50 feet to the south line of the north half of the southwest quarter of said Section 10; thence North 88°54'42" West along said south line 963.40 feet to TRUE POINT OF BEGINNING. Parcel B: BEGINNING at a point on the south line of the northwest quarter of the southwest quarter of Section 10, Township 26 North, Range 5 East, W.M., in King County, Washington, 465 feet easterly of the southwest corner of said northwest quarter of the southwest quarter; thence continuing easterly along the south line 260 feet; thence northerly parallel to the west line of the northwest quarter of the southwest quarter 465 feet; thence westerly parallel to the south line 260 feet; thence southerly parallel to the west line of said northwest quarter of the southwest quarter 465 feet to the POINT OF BEGINNING. Parcel C: That portion of the northeast quarter of the southwest quarter of Section 10, Township 26 North, range 5 East, W.M., in King County, Washington, described as follows: BEGINNING at a point 446 feet west and 30 feet south of the northeast corner of said subdivision; thence South 2°48'27" East 625.7 feet, more or less, to the north line of a tract of land deeded to Theodora L. Calkins; thence South 88°22'26" West along the north line of said Calkins tract and said line produced 325 feet to the (true) POINT OF BEGINNING; thence North 88°22'26" East 120.8 feet, more or less, to the northwest corner of said

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**DETERMINATION OF NONSIGNIFICANCE (DNS)
City of Woodinville**

**Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 5:00pm • Friday 7:30am – 4:00pm**

Calkins tract; thence South 2°23'38" East along the west line of said Calkins tract 656.6 feet, more or less, to the southwest corner of said tract; thence South 88°23'58" West 278.4 feet, more or less, to the southeast corner of a tract of land deeded to Arthur E. Griffin; thence North 1°58'50" West along the most easterly line of said Griffin tract 577.5 feet, more or less, to a corner of said Griffin tract; thence North 88°23'58" East 155.0 feet, more or less, to a point from which the TRUE POINT OF BEGINNING bears North 2°48'27" West; thence North 2°48'27" West to the TRUE POINT OF BEGINNING; except that portion thereof conveyed to King County by deed recorded under Recording Number 9010310625.

LEAD AGENCY: City of Woodinville

PROJECT NUMBER: DEC12009/SEP12028

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by 4:00pm on March 18, 2013.

CHANGES TO PROPOSAL:

If there is new information or changes to the proposal after issuance of the DNS and prior to issuance of any required permit or approval indicating that the proposal will have probable significant adverse impacts, a new threshold determination will be required.

This DNS is issued on the basis of compliance of this proposal with all applicable Woodinville Municipal Code (WMC) regulations and standards, and environmental policies, as adopted by WMC 14.04.240, Subsection (4).

VOLUNTARY OFFERS AND APPLICABLE DOCUMENTS

This threshold determination was reached on the basis of the plans, supporting documents, calculations and agreements contained in the voluntary submittals associated with the project and SEPA review, specifically:

1. Development Agreement, submitted February 28, 2013, with Exhibits A-R
2. SEPA Checklist, prepared by Douglas Reiss, dated September 25, 2013, and Supplemental Sheet for Nonproject Actions
3. Critical Area Special Study, prepared by Cedarock Consultants, Inc., dated September 25, 2012

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Page 2 of 8



**DETERMINATION OF NONSIGNIFICANCE (DNS)
City of Woodinville**

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
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4. SEPA Review Agency Comment Response Letter, prepared by Harold Moniz of Collins Woerman, dated February 6, 2013
5. Response to SEPA Comments Made, prepared by Cedarock Consultants, Inc., dated February 27, 2013
6. Canterbury Square Down Stream Analysis, prepared by Core Design, Inc., dated February 27, 2013
7. Revised Transportation Technical Report for Woodin Creek Village, prepared by Heffron Transportation, Inc., dated February 27, 2013

The voluntary offers and applicable documents listed above were considered and evaluated as part of this threshold determination.

The City has considered whether other local, State, or Federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts.

DISCLAIMER

The determination that an environmental impact statement does not have to be filed does not mean there will be no adverse environmental impacts. City of Woodinville codes governing traffic control, land-use performance standards, construction and improvement of streets and roads, drainage control, environmental protection, fire protection and building practices will provide substantial mitigation of the aforementioned impacts.

The issuance of this DNS should not be interpreted as acceptance or approval of this proposal as presented. The City of Woodinville reserves the right to deny or approve said proposal subject to conditions if it is determined to be in the best interests of the City and/or necessary for the general health, safety and welfare of the public to do so.

APPEAL

You may appeal this determination to the City of Woodinville Hearing Examiner at 17301 133rd Avenue NE, Woodinville, WA 98072 no later than 14 days from the date the DNS becomes final. Based on the issuance date of this determination, the appeal period ends at 4:00 P.M. on March 18, 2013. If you choose to appeal or comment, you should be prepared to make specific factual objections. To receive additional information on appeals for this application, please contact the Project Manager listed below.

Responsible Official: David Kuhl, Development Services Director
Contact Person: Erin Martindale, Project Manager
Address: 17301 133rd Avenue NE, Woodinville, WA 98072
Phone Number: (425) 877-2283
Email Address: erinm@ci.woodinville.wa.us

Signature: 
David Kuhl, Development Services Director

Date: March 4, 2013



**DETERMINATION OF NONSIGNIFICANCE (DNS)
City of Woodinville**

**Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 5:00pm • Friday 7:30am – 4:00pm**

Methods of Notice:
Published
Posted: 1) In-House, 2) Post Office & 3) Website
Post Site
Mailed: Applicant, Property Owners within 500', Parties of Record

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Village DA DNS 3-4-13.doc

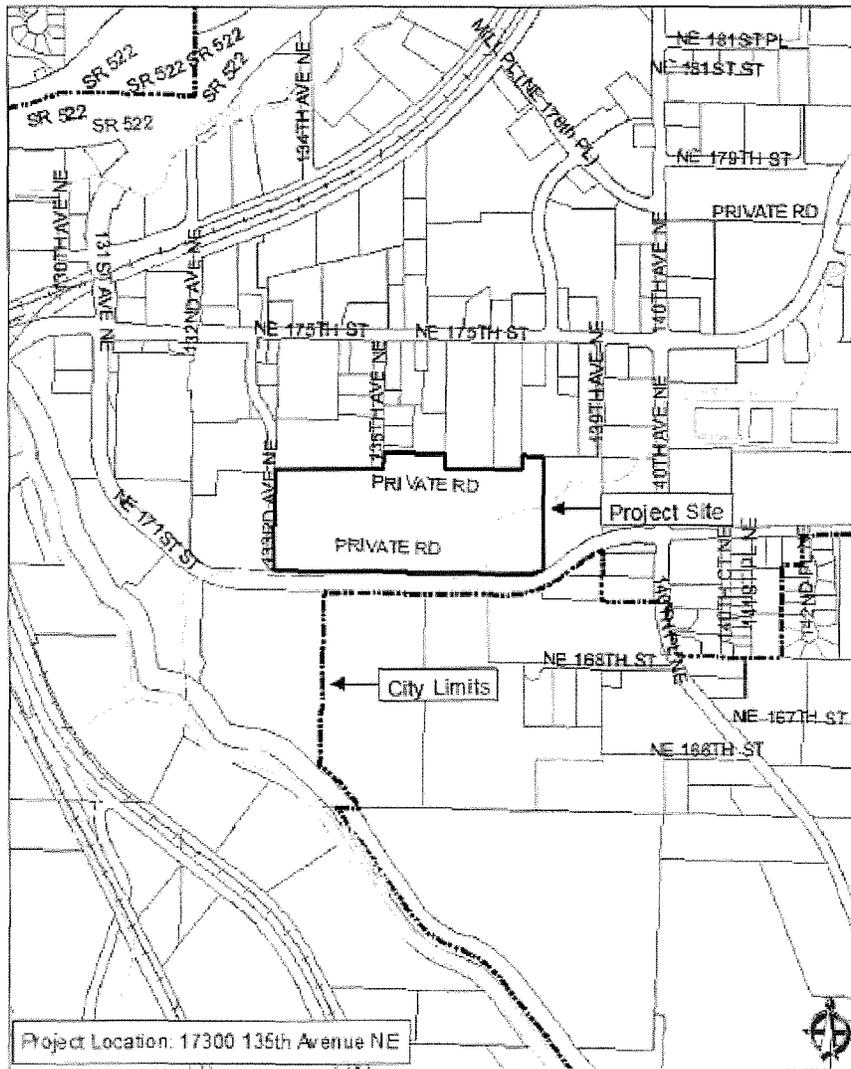
Page 4 of 6

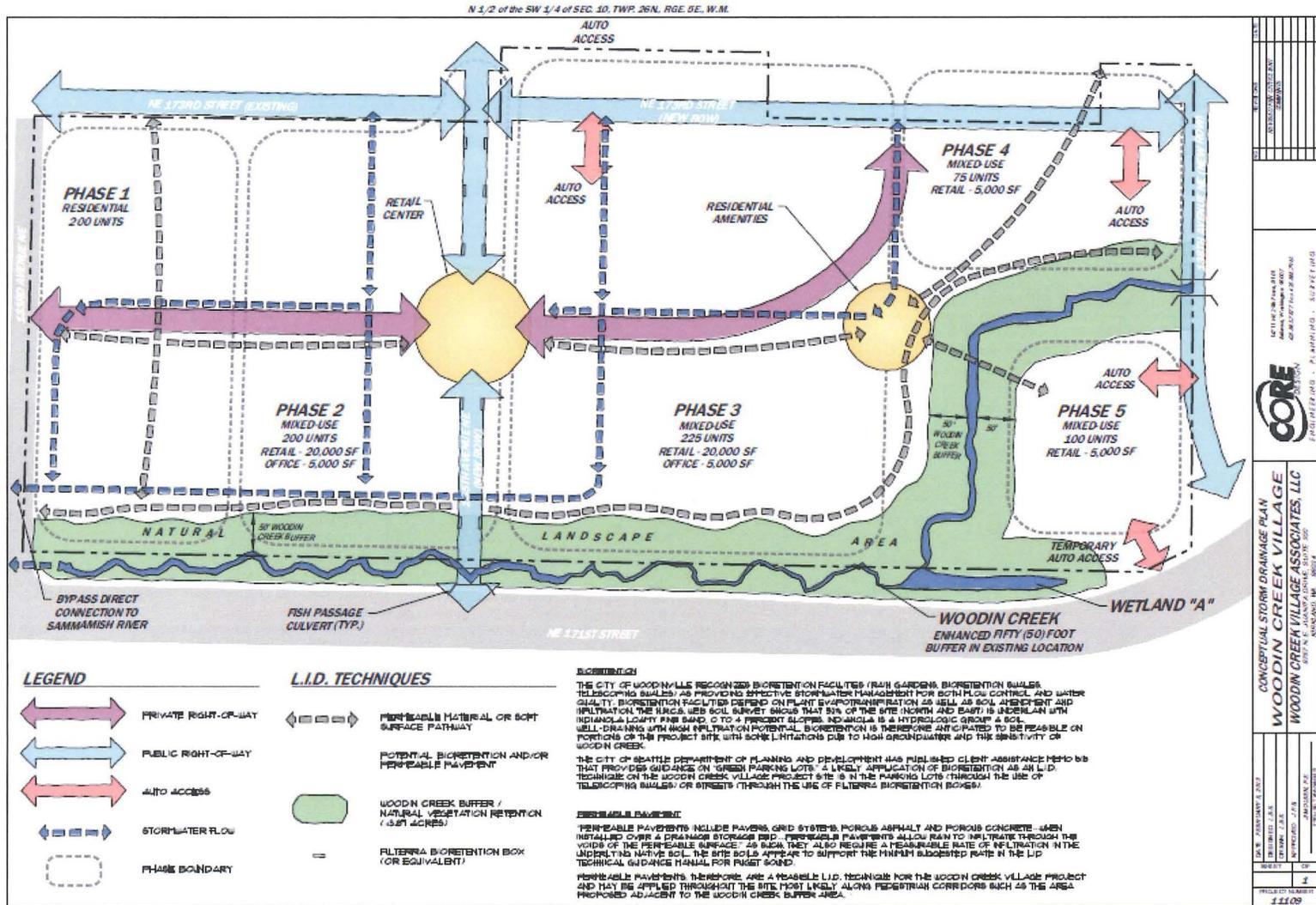


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**DETERMINATION OF NONSIGNIFICANCE
Woodin Creek Village Development Agreement**





CONCEPTUAL STORM DRAINAGE PLAN

EXHIBIT D

EXHIBIT E

WATER AND SEWER AVAILABILITY CERTIFICATES



WOODINVILLE WATER DISTRICT
 1723B N.E. Woodinville Duvall Road
 P. O. Box 1390
 Woodinville, Washington 98072-1390
 (425) 487-4100
 FAX (425) 485-6381

WATER AND SEWER AVAILABILITY REQUEST RESPONSE

(Note: These values are based on the information submitted with the application.
 Connection Charges quoted are valid for 90 days from the date the response is issued.)

The appropriate boxes have been checked that apply to: Water Service Sewer Service

Service is available to the property described as: 17300 135th AVE NE

Parcel Identification Number (PIN): 1330870000, subject to the following conditions:

N/A Completion of the water and/or sewer system under terms of a Developer Extension Agreement and payment of related fees (Admin. Deposit, Design Review, & Construction Inspection Deposit);

N/A Payment of Latecomer Charges

Water: \$ _____

Sewer: \$ _____

N/A Payment of LFC (Local Facility Charges)

Water: \$ _____

Sewer: \$ _____

N/A Meters required: (as required)

Domestic Irrigation *Fire (SDC Fee Waived)

Water Meter Connection Costs (per lot; applies to irrigation meters)

Meter Size	SDC	Set Fee	Full Set Deposit	Total	
				Set Fee per Lot	Full Set Fee per Lot
3/4"	\$3,408	\$340	\$2,000	\$3,748	\$5,408
1"	\$8,129	\$415	\$2,000	\$8,544	\$10,129
1.5"	\$17,040	-	\$2,000	\$19,040	\$19,040
2"	\$27,264	-	\$2,000	\$29,264	\$29,264
3"	\$59,228	-	\$2,000	\$61,228	\$61,228
4"	\$89,898	-	\$2,000	\$91,898	\$91,898
6"	\$162,928	-	\$2,000	\$164,928	\$164,928
8"	\$207,686	-	\$2,000	\$209,686	\$209,686

Sewer Connection Costs (per lot/building)

Use	SDC per RCE	Permit Fee
*Residential (SFR)	\$1,273	\$240
**Non-Residential	\$1,273	\$260

* Each SFR is the equivalent of one RCE

** The number of RCE's is determined by the Sewer Use Certification Form (Form 1058);
 SDC is multiplied by the total number of RCE's determined by Form 1058

CITY OF WOODINVILLE
 17301 133 Ave NE
 Woodinville WA 98072
 426-489-2700

This certificate provides the
 Building and Fire Departments
 with information necessary for
 permit approvals

QTR SW
 SEC 10
 TWP 20
 RG 5
 Book _____
 Pg E 3

CERTIFICATE OF WATER AVAILABILITY

Do not write in this box

Number	Name
<input type="checkbox"/>	Building Permit
<input type="checkbox"/>	Short Subdivision
<input checked="" type="checkbox"/>	Preliminary Plat of PUD
<input type="checkbox"/>	Rezoning or other
APPLICANT'S NAME <u>Canterbury Weidner Investments</u>	
PROPOSED USE <u>Multi-Use Res. + Comm. Development</u>	
LOCATION <u>17300 135th Ave NE</u>	PIN: <u>1330870000</u>

(Attach map & legal description if necessary)

WATER PURVEYOR INFORMATION

1. a. Water will be provided by service connection only to an existing _____ water main _____ feet from the site.
- OR
- b. Water service will require an improvement to the water system of:
 - (1) _____ feet of water main to reach the site; and/or
 - (2) the construction of a distribution system on the site; and/or
 - (3) Other (describe). A developer extension agreement is required for this project that will necessitate an extension or refurbishment of the District's infrastructure.
2. a. The water system is in conformance with a County approved water comprehensive plan.
- OR
- b. The water system improvement will require a water comprehensive plan amendment.
3. a. The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city, or is within the County approved service area of private water purveyor.
- OR
- b. Annexation or BRB approval will be necessary to provide service.
4. a. Water ~~is~~ will be available at the rate of flow and duration indicated below at no less than 20 psi measured at the nearest fire hydrant _____ feet from the building/property (or as marked on the attached map):

Rate of Flow	Duration
<input type="checkbox"/> less than 500 gpm (approx. _____ gpm)	<input type="checkbox"/> less than 1 hour
<input type="checkbox"/> 500 to 999 gpm	<input type="checkbox"/> 1 hour to 2 hours
<input type="checkbox"/> 1,000 gpm or more	<input type="checkbox"/> 2 hours or more
<input checked="" type="checkbox"/> calculation of <u>6500</u> gpm (Commercial Building Permits require flow test or calculation)	
<input type="checkbox"/> Flow test of _____	

SF: 101 psi Res: 93 psi
- OR
- b. Water system is not capable of providing fire flow.
5. a. Water system has certificates of water right or water right claims sufficient to provide service.
- OR
- b. Water system does not currently have necessary water rights or water right claims.

COMMENTS/CONDITIONS

I hereby certify that the above water agency information is true. This certification shall be valid for one year from the date of signature.

Woodinville Water District
 Agency Name
 General Manager
 Title

Ken Howe
 Signatory Name
 Signature
 Date 8.13.12

ATTACHMENT TO
WOODINVILLE CERTIFICATE OF WATER AVAILABILITY
WOODINVILLE WATER DISTRICT

The following terms and conditions apply to the Woodinville Certificate of Availability.

1. This Certificate of Water Availability is valid only for the real property referenced herein, which is in the District's service area, for the sole purpose of submission to the Woodinville Building and Land Department and/or the Seattle/King County Department of Public Health. This Certificate is between the District and the applicant only, and shall not be assigned or transferred by any party without the prior express written consent of the parties, such consent not to be unreasonably withheld. Further, no third person or party shall have any rights hereunder whether by agency or as a third party beneficiary or otherwise.
2. This District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations from Woodinville or any other governmental agency necessary before applicant can utilize service which is the subject of this Certificate.
3. As of the date of the issuance of this Certificate, the District has water available to provide such utility service to the property which is the subject of this Certificate, and the utility systems exists or may be extended by the applicant to provide service to such property. However, service at a level consistent with the water system plan of the District and meeting the District's standards may require improvements to the District's water system. The issuance of this Certificate creates no contractual relationship between the District and the applicant, and the issuance of this Certificate may not be relied upon and does not constitute the District's guarantee that water will be available at the time the applicant may apply to the District for such service.
4. Application for and the possible provision of District utility service to the property which is the subject of this Certificate shall be subject to and conditioned upon the availability of water service to the property at the time of such application, as well as all federal, state, and District laws, ordinances, policies, and regulations in effect at the time of such application for utility service.

June 4, 2013
Date


Signature acknowledges receipt and understanding of Water Availability Certificate and attachment.
Woodin Creek Village Assoc LLC.

CITY OF WOODINVILLE
 17301 133 Ave NE
 Woodinville WA 98072
 425-489-2700

This certificate provides the
 Building and Fire Departments
 with information necessary for
 permit approvals

QTR SW
 SEC 10
 TWP 26
 RG 5
 Book _____
 Pg I-3

CERTIFICATE OF SEWER AVAILABILITY

Do not write in this box

Number	Name
--------	------

- Building Permit
- Preliminary Plat of PUD
- Short Subdivision
- Rezone or other _____

APPLICANT'S NAME Canterbury/Wedner Investments
 PROPOSED USE Multi-use of Res. + Comm. Development
 LOCATION 17300 135th Ave NE
 P.I.N.# 1330870000

(Attach map & legal description if necessary)

WATER PURVEYOR INFORMATION

1. a. Sewer service will be provided by side sewer connection only to an existing _____ Size sewer feet from the site and the sewer system has the capacity to serve the proposed use.
 OR
 b. Sewer service will require an improvement to the sewer system of:
 (1) _____ feet of sewer trunk or lateral to reach the site; and/or
 (2) the construction of a collection system on the site; and/or
 (3) Other (describe) A developer extension agreement is required for this project that will necessitate an extension or refurbishment of the District's infrastructure.
2. a. The sewer system improvement is in conformance with a County or City approved Sewer comprehensive plan.
 OR
 b. The sewer system improvement will require a sewer comprehensive plan amendment.
3. a. The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city.
 OR
 b. Annexation or BRB approval will be necessary to provide service.
4. Service is subject to the following:
 a. Connection charge: SDC + Permit Fees
 b. Easement(s): on + off-site as required.
 c. Other: _____

I hereby certify that the above sewer agency information is true. This certification shall be valid for one year from the date of signature.

Woodinville Water District
 Agency Name
General Manager
 Title

Ken Howe, P.E.
 Signatory Name
8-11-12
 Signatory Date

ATTACHMENT TO
WOODINVILLE CERTIFICATE OF SEWER AVAILABILITY
WOODINVILLE WATER DISTRICT

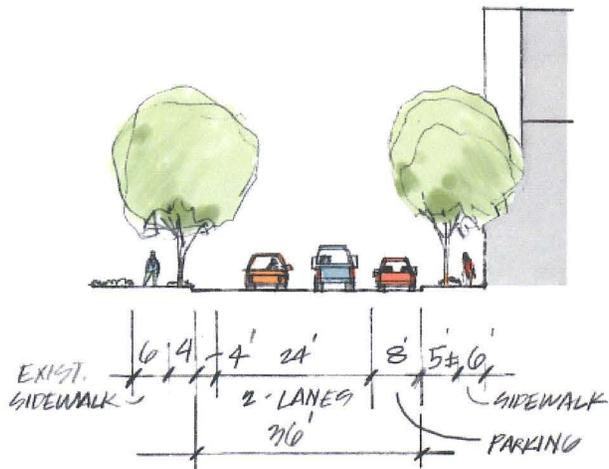
The following terms and conditions apply to Woodinville Certificate of Availability.

1. This Certificate of Sewer Availability is valid only for the real property referenced herein, which is in the District's service area, for the sole purpose of submission to the Woodinville Building and Land Department and/or the Seattle/King County Department of Public Health. This Certificate is between the District and the applicant only, and shall not be assigned or transferred by any party without the prior express written consent of the parties, such consent not to be unreasonably withheld. Further, no third person or party shall have any rights hereunder whether by agency or as a third party beneficiary or otherwise.
2. This District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations from Woodinville or any other governmental agency necessary before applicant can utilize service which is the subject of this Certificate.
3. As of the date of the issuance of this Certificate, the District has sewer capacity available to provide such utility service to the property which is the subject of this Certificate, and the utility systems exist or may be extended by the applicant to provide service to such property. However, service at a level consistent with the sewer system plan of the District and meeting District's standards may require improvements to the District's sewer system. The issuance of this Certificate may not be relied upon and does not constitute the District's guarantee that sewer will be available at the time the applicant may apply to the District for such service.
4. Application for and the possible provisions of District utility service to the property which is the subject of this Certificate shall be subject to and conditioned upon the availability of sewer service to the property at the time of such application, as well as all federal, state, and District laws, ordinances policies, and regulations in effect at the time of such application for utility service.

June 4, 2013
Date

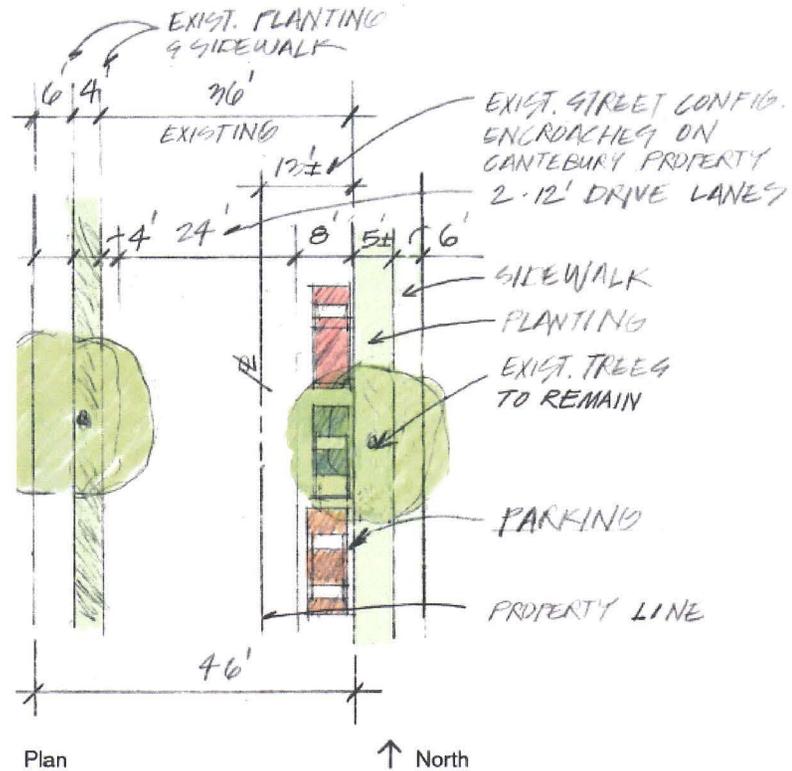
[Signature]

Woodin Creek Village Assoc LLC.
Signature acknowledges receipt and understanding of Sewer Availability Certificate and attachment.



Section

Woodin Creek Village
133rd Avenue NE Plan/Section



Plan

Note: Property owner will dedicate to the City of Woodinville any portion of the street used for travel lanes with curbs.



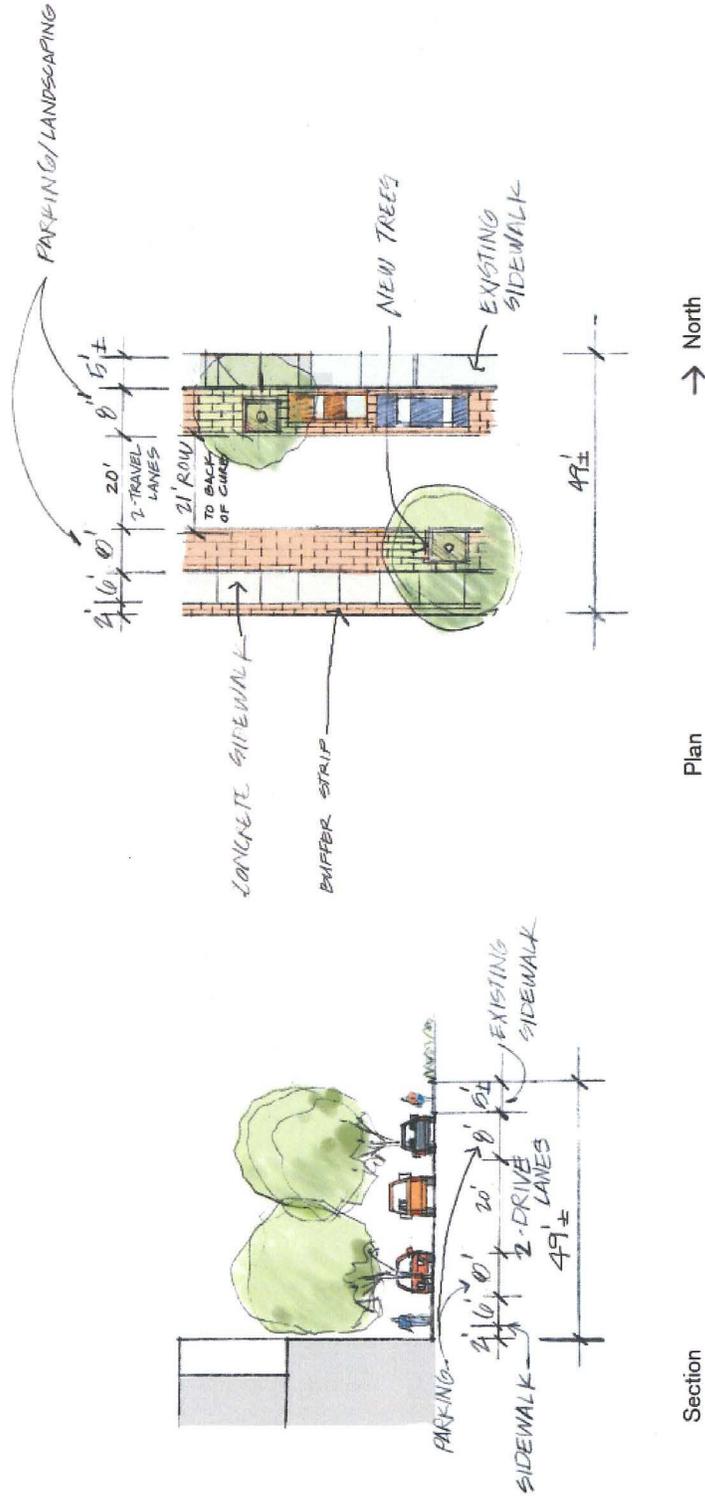
2/26/2013 Exhibit F

133RD AVENUE NE PLAN/SECTION

EXHIBIT F

EXHIBIT G

NE 173RD STREET - WEST SEGMENT FROM 133RD AVE NE TO 135TH AVE NE)

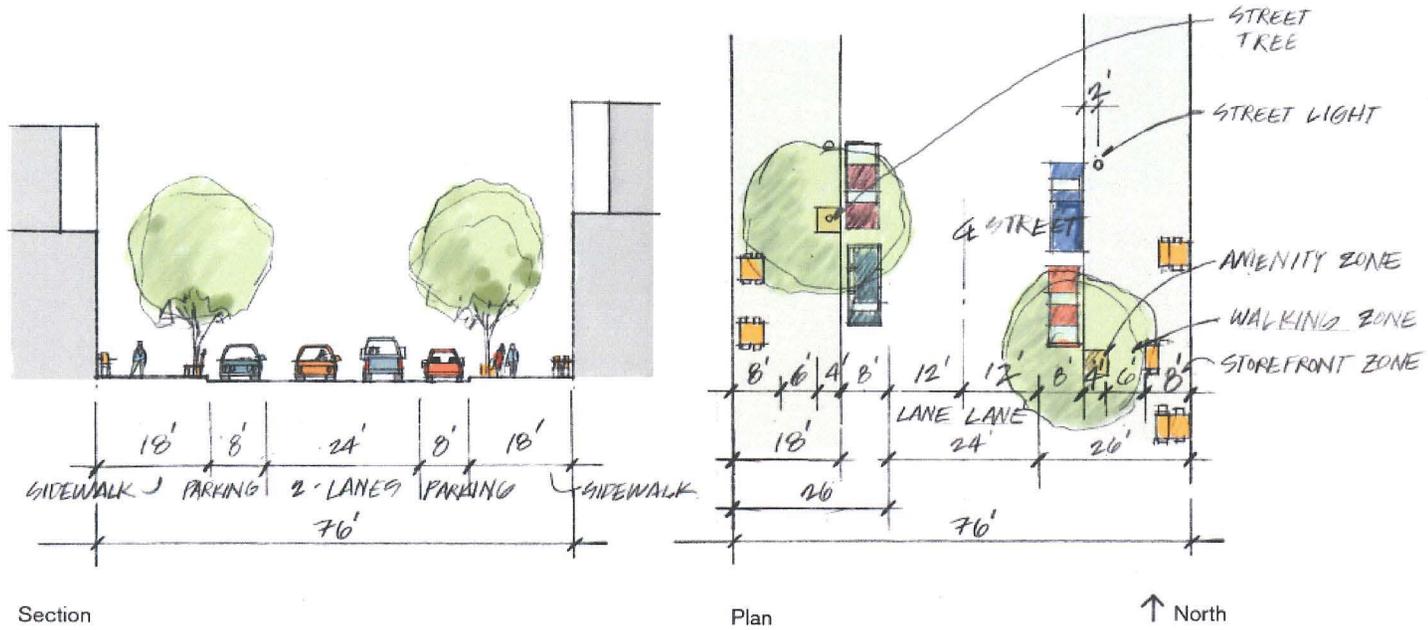


2/26/2013 Exhibit G

Plan

Section

Woodin Creek Village
 NE 173rd Street - West Segment (from 133rd Avenue NE to 135th Avenue NE)



Woodin Creek Village
135th Avenue NE Plan/Section

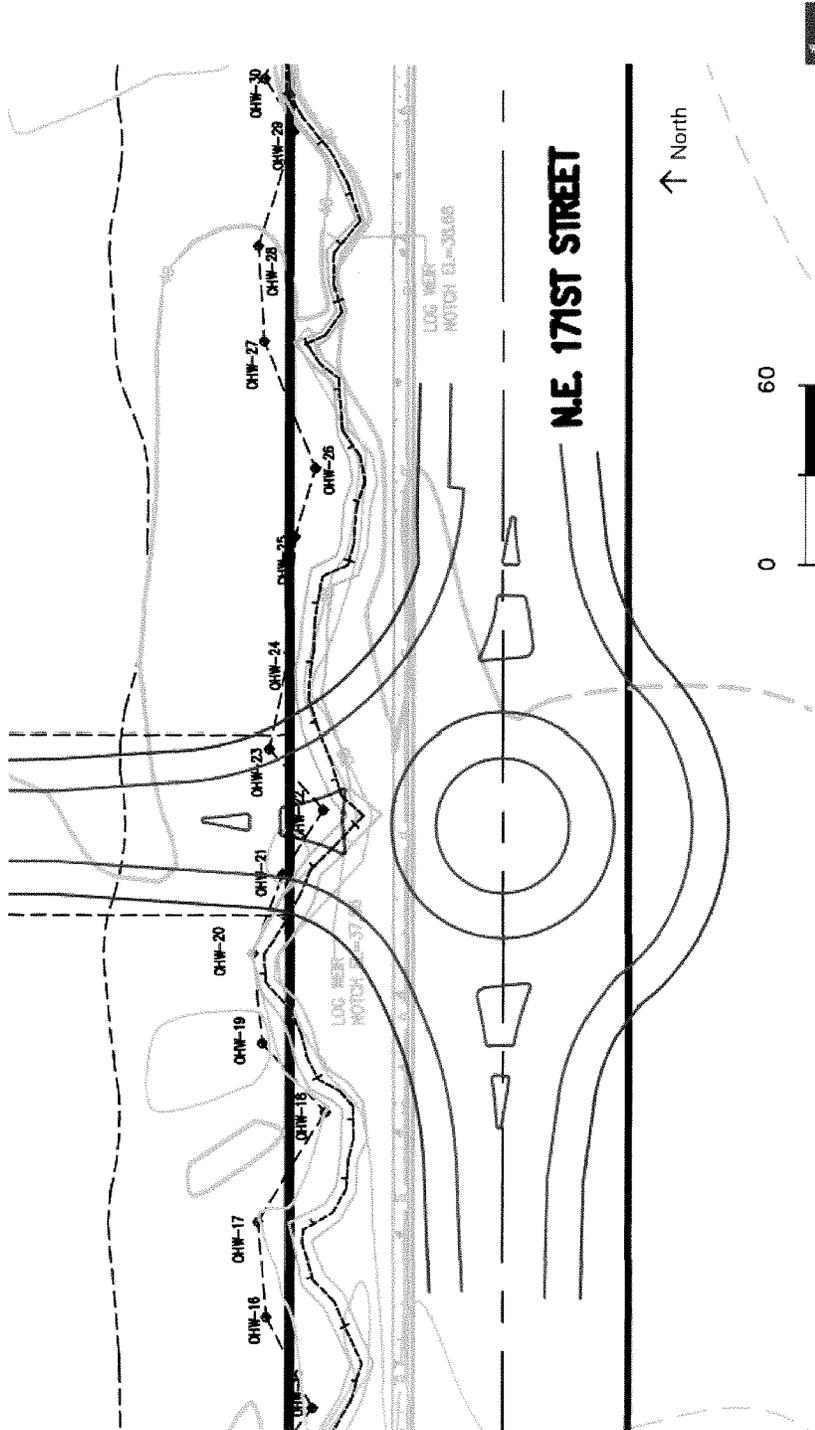
11/08/2012 Exhibit H



EXHIBIT H
135TH AVENUE NE PLAN/SECTION

EXHIBIT I

CONCEPTUAL DESIGN OF INTERSECTION AT NE 171ST ST/135TH AVE NE



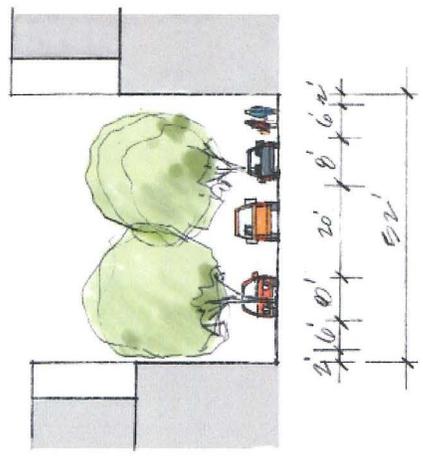
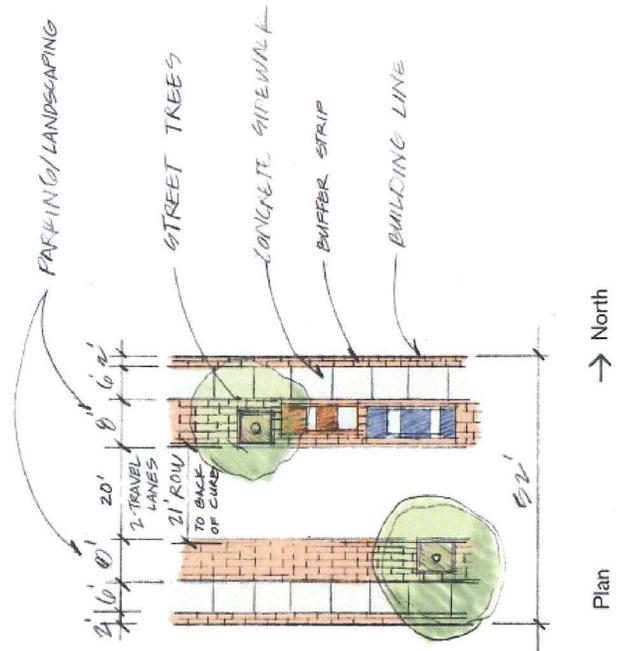
2/26/2013 Exhibit I

Woodin Creek Village
Conceptual Design of Intersection at NE 171st Street / 135th Avenue NE

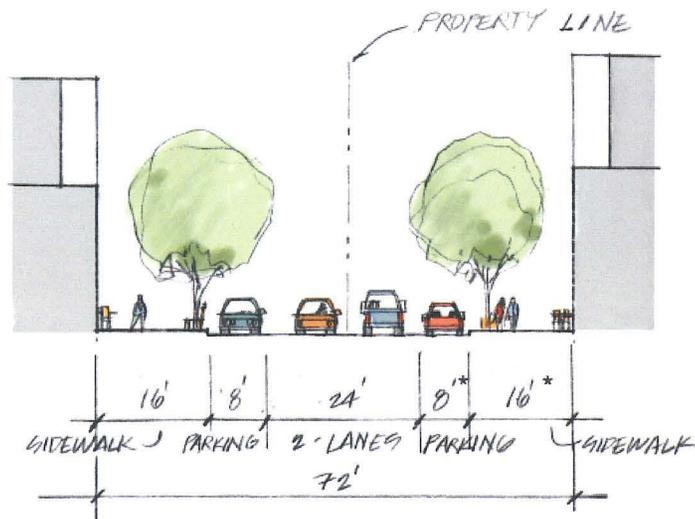
EXHIBIT J

NE 173RD STREET – EAST SEGMENT (FROM 135TH AVE NE TO 138TH AVE NE)

COLLINS
GERMAN
2/26/2013
Exhibit J

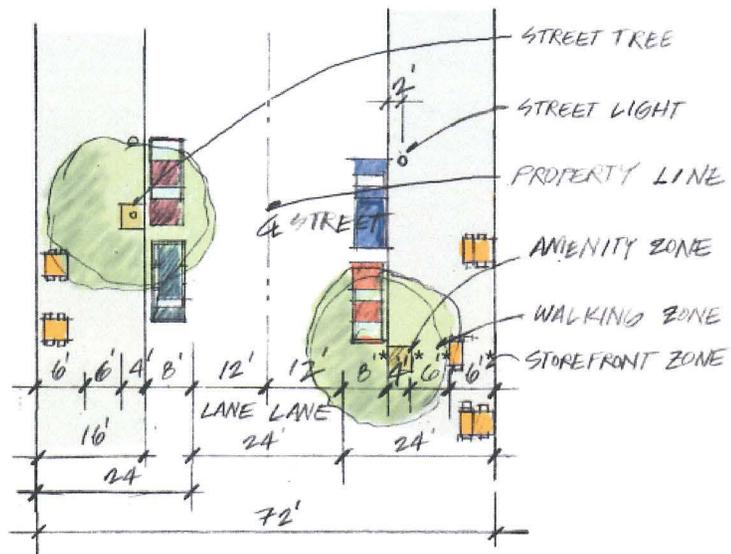


Woodin Creek Village
NE 173rd Street – East Segment (from 135th Avenue NE to 138th Avenue NE)



Section

Woodin Creek Village
138th Avenue NE Plan/Section



Plan

Note: This section is applicable south of NE 173rd St.

* East side of street configuration to be decided, back in angle parking may be accommodated by reducing the sidewalk width



2/26/2013 Exhibit L

138TH AVENUE NE PLAN/SECTION

EXHIBIT L

EXHIBIT M

TRANSPORTATION IMPACT FEE AND PERFORMANCE SCHEDULE

Transportation Impact Fees:

WCVA shall be entitled to reduce the transportation impact fee in Phase I by the amount of Average Daily Traffic (ADT) generated by the number of existing mobile home residential units contained within the current site. The total number of mobile home residential units used for credit shall be 128 units.

The City of Woodinville shall use the amount of Average Daily Traffic (ADT) as the measurement to determine transportation impact fees of each phase.

Transportation impact fees shall be assessed according to the fee table below:

Date of Building Permit Application	Fee
Current through 12/31/2013	\$290/ADT
1/1/2014 through 12/31/2014	\$320/ADT
1/1/2015 through 12/31/2015	\$355/ADT
1/1/2016 through 12/31/2016	\$395/ADT
1/1/2017 and thereafter	\$440/ADT

Transportation impact fees due to the City shall be reduced for the following system improvements:

1. NE 173rd Street improvements
2. 135th Avenue NE, including the intersection of NE 171st Street and 135th Avenue NE and the intersection of NE 173rd Street and 135th Avenue NE
3. 138th Avenue NE, including any proportionate share contributions to the intersection of NE 171st Street and 138th Avenue NE

Transportation impact fee credits will conform to WMC 3.39.110. Transportation impact fee credits will include the cost of construction, value of land dedicated to the City for ROW and easements, design and permitting costs.

Transportation Performance Schedule:

Project Phase	Public Street Improvements	Completion Date
Phase I	Dedication of any NE 173 rd Street ROW or easements	May 31, 2016
Phase II	Construct portion of NE 173 rd Street Complete 135 th Avenue NE Complete NE 173 rd Street/135 th Avenue NE Intersection Complete NE 171 st Street/135 th Avenue NE Intersection Dedication of any NE 173 rd Street ROW or easements	May 31, 2017
Phase III	Construct portion of NE 173 rd Street Dedication of any NE 173 rd Street ROW or easements	May 31, 2018
Phase IV	Construct portion of 138 th Avenue NE and dedicate ROW and easements Construct portion of NE 173 rd Street and dedicate ROW and easements	May 31, 2019
Phase V	Construct portion of 138 th Avenue NE and dedicate ROW Contribute to NE 171 st Street/138 th Avenue NE Intersection Improvements	May 31, 2020

EXHIBIT N

WOODINVILLE MUNICIPAL CODE

Chapter 3.39

TRANSPORTATION IMPACT FEES

Sections:

- 3.39.010 Purpose.
- 3.39.020 Authority.
- 3.39.030 Definitions.
- 3.39.040 Applicability.
- 3.39.050 Exemptions.
- 3.39.060 Service area.
- 3.39.070 Transportation impact fee fund established.
- 3.39.080 Use of funds.
- 3.39.085 Computation of transportation fee amount.
- 3.39.090 Impact fee determination and collection.
- 3.39.100 Impact fee adjustments, independent calculations.
- 3.39.110 Impact fee credits.
- 3.39.120 Impact fee refunds.
- 3.39.130 Appeals and payments under protest.
- 3.39.140 Council review of impact fees.
- 3.39.170 Schedule of fees.

3.39.010 Purpose.

This chapter is intended to:

- (1) Assist in the implementation of the Comprehensive Plan for the City of Woodinville.
- (2) Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use, or shortly thereafter, without decreasing current service levels below established minimum standards for the City.
- (3) Establish standards and procedures so that new development pays a proportionate share of costs for new facilities and services and does not pay arbitrary or duplicative fees for the same impact. (Ord. 527 § 1, 2012)

3.39.020 Authority.

(1) This chapter is enacted pursuant to the Washington State Growth Management Act codified at Chapter 36.70A RCW and at RCW 82.02.050 to 82.02.100.

(2) The City has conducted studies documenting costs and demand for new facilities and services. These studies are included in the City's Transportation Master Plan, as may be amended and adopted, from time to time, by the City Council; and are hereby incorporated into this chapter by reference as if set forth in full. The City of Woodinville Comprehensive Plan is also incorporated into this chapter by reference. (Ord. 527 § 1, 2012)

3.39.030 Definitions.

- (1) Dwelling Unit. See definition in WMC 21.06.180.

(2) "Encumber" means to transfer impact fee dollars from the transportation impact fee fund to a fund for a particular system improvement that is fully within the current year's budget. Funds may only be encumbered by an action of the City Council. The fund encumbering the impact fee dollars shall bear the name of the system improvement financed with such money.

(3) "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the City's Transportation Facilities Plan or Transportation Improvement Plan approved by the City Council shall be considered a project improvement. Project improvements are also improvements to the City's transportation system, directly adjoining property being developed, that are required in order to mitigate the direct impacts caused by the development such as frontage improvements, are considered part of and within the definition of project improvements.

(4) "System improvements" means transportation facilities that are included in the City's 20-year Transportation Facilities Plan and are designed to provide service to the community at large, in contrast to project improvements. (Ord. 527 § 1, 2012)

3.39.040 Applicability.

All persons receiving building permits for the following within the City of Woodinville after the effective date of the ordinance codified in this chapter shall be required to pay traffic impact fees in an amount and manner set forth in this chapter:

(1) New single detached dwelling unit.

(2) New multifamily dwelling units including:

(a) Apartments.

(b) Duplexes.

(c) Townhomes.

(d) Senior citizen assisted units.

(3) New commercial buildings.

(4) New industrial buildings.

(5) New retail buildings.

(6) Expansion of any commercial, retail or industrial building for the amount of expansion area and use only.

(7) Expansion or remodeling of any multifamily housing that results in additional dwelling units being created for the number of additional dwelling units being created only.

(8) Change of use inside of any commercial, retail, industrial, or multifamily building that results in a predicted amount of traffic being generated greater than the previous use unless exempt under WMC 3.39.050. The impact fee amount will only be calculated for the increase in predicted traffic volumes. (Ord. 527 § 1, 2012)

3.39.050 Exemptions.

The following development activities are exempt from paying transportation impact fees because they do not have a measurable impact on the City's transportation facilities, or because the City has chosen to exempt them pursuant to RCW 82.02.060(2), as development with broad public purposes.

(1) Existing Dwelling Unit. Any alteration, expansion, reconstruction, remodeling or replacement of existing single-family or multifamily dwelling units that does not result in the creation of additional dwelling units.

(2) Development activities for retail, commercial, and industrial buildings if all the listed conditions below are met:

(a) The proposed development does not add to the footprint (size) of the existing building.

(b) The proposed development does not add any internal floor area, floors and/or mezzanines to the existing building.

(c) The proposed development does not require the construction of new parking stalls to meet the requirements of Chapter 21.18 WMC.

(d) The proposed development is an internal alteration/tenant improvement of an existing building. (Ord. 527 § 1, 2012)

3.39.060 Service area.

The service area for the existing and proposed public transportation facilities is defined as that area which is coextensive with the corporate boundaries of the City, as they now exist or as they may be amended through annexation or other means from time to time. (Ord. 527 § 1, 2012)

3.39.070 Transportation impact fee fund established.

(1) A special purpose transportation impact fee fund is hereby established to account for the receipt and expenditure of monies collected under this chapter. All transportation impact fees and any investment income generated by such fees shall be deposited and monitored in the transportation impact fee fund. Any monies collected and unexpended before the effective date of the ordinance codified in this chapter shall be combined into one transportation impact fee fund and no separate accounting shall be required in the future for these monies.

(2) Procedures for administration of the fund and accounts shall be established by the Finance Director. These accounts shall be expended in accordance with the City's normal budget procedures subject to the limitations set forth in WMC 3.39.080 and RCW 82.02.070. Annually, the City shall prepare a report on the impact fee fund showing the source and amount of all moneys collected, interest earned, and system improvements that were financed in whole or in part by these impact fees. (Ord. 527 § 1, 2012)

3.39.080 Use of funds.

(1) Transportation impact fees shall be used for development of transportation facilities that constitute system improvements.

(2) Impact fees may be spent on the following items to the extent that they directly relate to a particular system improvement: facility planning, land acquisition, site improvements, necessary off-site improvements, facility construction, facility engineering and design work, facility permit fees, facility financing, grant-matching funds, applicable mitigation costs, capital equipment pertaining to a particular system improvement, and any other capital costs related to a particular system improvement, including but not limited to signalization, traffic safety, and nonmotorized transportation improvements.

(3) Impact fees may also be used to recoup transportation facility improvement costs previously incurred by the City to the extent that new growth and development will be served by the previously acquired or constructed improvements resulting in such costs.

(4) In the event that bonds or similar debt instruments are or have been issued for the construction of public facility or system improvements for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this chapter and are used to serve new development. The Transportation Improvement Plan and Transportation Facilities Plan should distinguish between facilities and funds needed to serve new development and those facilities and funds needed to correct existing deficiencies.

(5) Projects that are classified as system improvement projects, that are eligible for partial or full funding by transportation impact fees are listed with their estimated costs in Exhibit B.

Ordinance No. 527, Exhibit B

Schedule of Transportation System Improvement Projects WMC 3.39.080(5)

Project Name (1)	All Capacity Improvements Projects (2)	Proposed Systems Improvement Projects for TIF (3)
Trestle Replacement	\$ 8,030,000	\$ 8,030,000
Sammamish River Bridge	\$ 6,490,000	\$ 6,490,000
SR 522/195th Street Interchange – Interim	\$ 750,000	\$ –
Woodinville-Snohomish Road Widening	\$ 18,100,000	\$ 18,100,000
SR 522/195th Street Interchange – Full Interchange	\$ 32,500,000	\$ –
135th Ave Grid Road 171st to LBC	\$ 6,028,000	\$ 6,028,000
173rd Grid Road	\$ 2,118,000	\$ 2,118,000
138th Grid Road	\$ 3,630,000	\$ 3,630,000
178th Grid Road	\$ 4,180,000	\$ 4,180,000
SR 202 Improvements	\$ 6,326,000	\$ –
140th Ave Widening (to 5 lanes)	\$ 2,635,000	\$ 2,635,000
Wood – Duvall Road/Woodinville Way (left turn lane)	\$ 1,500,000	\$ 1,500,000
171st/140th Dual Left Turn (northbound to westbound)	\$ 3,750,000	\$ 3,750,000
169th 124th Roundabout	\$ 2,500,000	\$ 2,500,000
SR 202 – Winery Hill Road Intersection Roundabout	\$ 1,750,000	\$ 1,750,000
Woodinville – Duvall Road Widening	\$ 7,033,000	\$ 7,033,000
Little Bear Creek Widening	\$ 6,375,000	\$ 6,375,000
NE 195th/130th Traffic Signal	\$ 1,000,000	\$ 1,000,000
132nd/143rd Roundabout	\$ 1,500,000	\$ 1,500,000
124th/149th Traffic Signal	\$ 750,000	\$ 750,000

Ordinance No. 527, Exhibit B
Schedule of Transportation System Improvement Projects WMC 3.39.080(5)

Project Name (1)	All Capacity Improvements Projects (2)	Proposed Systems Improvement Projects for TIF (3)
136th/NE 195th Traffic Signal	\$ 750,000	\$ 750,000
Total System Capacity Improvements	\$ 117,695,000	\$ 78,119,000

NOTES:

- (1) Source: Transportation Master Plan adopted May 2010.
- (2) Capacity Projects for Medium Growth Scenario.
- (3) System Improvement Projects included in Transportation Improvement Fee.
(Ord. 527 § 1, 2012)

3.39.085 Computation of transportation fee amount.

The City of Woodinville shall use the amount of average daily traffic (ADT) as the measurement to determine transportation impacts of a development and impact fee.

(1) Calculation of Impact Fee Amount. The amount of the traffic impact fee assessed under this chapter shall be calculated as follows:

- A = Total estimated cost of system improvement projects
- B = Percent of growth of traffic (ADT) from internal within City limits
- C = Proportionate share of ADT growth assigned to development activity
- D = New average daily traffic that will either originate in, transit through, or drive to the City
- Impact fee amount = (A x B x C)/D

The above calculation variables may be amended and adopted, from time to time, by the City Council and are hereby adopted as shown in Exhibit A at the end of this section.

(2) Implementation of Impact Fee Amount. The impact fee amount shall be implemented as follows:

Amount Effective:

Effective Date of Ordinance 527:	\$290.00/ADT
1/1/2014:	\$320.00/ADT
1/1/2015:	\$355.00/ADT
1/1/2016:	\$395.00/ADT

Amount Effective:

1/1/2017: \$440.00/ADT

**Ordinance No. 527, Exhibit A
Schedule of Transportation Impact Fees**

Impact Fee Calculation Formula (WMC 3.39.085):

- A = Total estimated cost of system improvement projects
- B = Percent of growth of traffic (ADT) from internal within City limits
- C = Proportionate share of ADT growth assigned to development activity
- D = New average daily traffic that will either originate in, transit through, or drive to the City
- Impact fee amount = (A x B x C)/D

Calculation of Fee Amount per WMC 3.39.085 established by Ordinance No. 527
Ordinance No. 527

Transportation Impact Fee Calculation

Formula Variables:

A	Total System Improvements	=	\$78,119,000
B	% ADT Growth within City Limits	=	61.20%
C	% Proportionate Share	=	50.00%
D	Total New ADT	=	54,318

Fee Calculation:

	\$78,119,000	X	61.20%	X	50.00%	=	\$440.08
			54,318				

Round Fee to: \$440 per ADT

(Ord. 527 § 1, 2012)

3.39.090 Impact fee determination and collection.

(1) At the time of building permit issuance, City staff shall determine the total impact fee owed based on the fee schedule in effect at the time of such issuance.

(2) Impact fee collection shall also occur at the time of building permit issuance.

(3) An applicant may request that the impact fee be calculated in advance of building permit issuance, but any such advance calculation shall not be binding upon the City and should only be used as guidance by the applicant. Applicants should note that it is not possible to have a vested right to pay a particular impact fee in advance of building permit issuance. If the City Council revises the impact fee formula or the impact fees themselves prior to the time that a building permit is issued for a particular development, the formula or fee amount in effect at the time of building permit issuance shall apply to the development.

(4) The City shall use as a basis to predict the amount of new average daily trips created by any proposed development the current edition of the publication titled "Trip Generation, an ITE

Informational Report” published by the Institute of Transportation Engineers, or other factual basis accepted by the Public Works Director.

(5) This impact fee owed for a development shall be determined by multiplying the number of predicted new average daily trips by the impact fee amount per average daily trip as computed in WMC 3.39.085.

(6) If the predicted number of average daily trips for a property is less than the existing number of average daily trips from the existing uses on the same property as a result of the proposed development, transportation impact fees will not be assessed by the City. The highest number of predicted average daily trips from a previous use of the site since 2005 will be used as a basis for number of existing average daily trips generated by that property.

(7) The number of average daily trips remains with the property or lot and cannot be moved, traded, bought, sold, or transferred to another property within the City. (Ord. 527 § 1, 2012)

3.39.100 Impact fee adjustments, independent calculations.

A fee payer may request an adjustment to the impact fees determined according to the fee schedule adopted by this chapter by preparing and submitting to the Public Works Director an independent fee calculation for the development activity for which a building permit is sought. Said independent fee calculation must be supported by studies and data. The documentation submitted shall show the basis upon which the independent fee calculation was made. The City may, in its sole and exclusive discretion, also adjust the applicable fee at the time of imposition where unusual circumstances exist.

(1) If the Public Works Director agrees with the independent fee calculation, a written agreement to accept such amount shall be transmitted to the fee payer who shall, in turn, present it to the Permit Center upon impact fee collection.

(2) If the Public Works Director does not agree with the independent fee calculation, the fee payer may appeal this decision to the Hearing Examiner through procedures outlined in WMC 2.30.060. (Ord. 527 § 1, 2012)

3.39.110 Impact fee credits.

(1) A developer shall be entitled to a credit against the transportation impact fee collected under the fee schedule adopted by this chapter in any of the following situations:

(a) Whenever a project is approved subject to a condition that the developer actually provide a particular system improvement;

(b) Whenever a developer has agreed, pursuant to the terms of a voluntary agreement with the City, to provide a particular system improvement; or

(c) Whenever a developer or property owner (“developer”) dedicates, conveys or contributes land, right-of-way and/or improvements for use by the City for a system improvement, separate from or in advance of filing a land use application or a development application, that otherwise qualifies for a credit against the transportation impact fee adopted by this chapter.

(d) Any credits authorized and approved in compliance with this section may be used by the developer as provided in this section or may be transferred by the developer to another developer for use against a transportation impact fee collected against the development of the transferee’s real property. The transfer of any credits by the developer or subsequent party shall be recorded with the Director of Public Works and the King County Department

of Records, within 30 days of the transfer on a form provided by the City executed by both the developer and the transferee.

(2) If, in any of the cases in subsection (1) of this section, the land dedicated, facility constructed, or fee paid is allocated partly toward system improvements and partly toward project improvements, the credit shall be limited to that portion allocated to system improvements.

(3) For the purposes of calculating the credit, the land value or costs of construction shall be determined as follows:

(a) The amount of credit for land dedicated shall be by an appraisal conducted by an independent professional appraiser chosen by the fee payer from a list of at least three such appraisers provided by the City. The cost of the appraisal shall be borne by the fee payer. For the purposes of this section, the date of value shall be the date the land was dedicated to the City. The appraisal shall only value the land dedicated and not any alleged damages to any abutting property.

(b) The amount of credit for facilities constructed shall be based upon the actual cost of construction at the time of construction supported by invoices and other required records deemed reasonably necessary by the Public Works Director. The cost to construct required frontage improvements to existing streets, including but not limited to the cost to construct curb and gutter, and street widening for non-through traffic capacity purposes, illumination systems, storm drainage systems, sidewalks and walkways, and landscaping, shall not be included in the amount of credit for facilities constructed as system improvements.

(4) This subsection (4) applies only to residential developments and the residential portion of a mixed use development. In cases where a developer would be entitled to a credit under this section, but the amount of the credit has yet to be determined on a per dwelling unit basis, the City shall take the total credit amount available to the entire plat or project, calculated by applying subsections (1) through (3) of this section, and divide that amount by the number of dwelling units approved for that plat or project. The impact fee and credit may then be calculated and collected on a per dwelling unit basis as building permits are issued for those dwelling units. Where building permits for some, but not all, of the dwelling units within a plat or project have already been obtained at the time the ordinance codified in this chapter becomes effective, the credit for the unpermitted dwelling units will be calculated to arrive at a per dwelling unit amount in the same manner. For example, if a plat has been approved for 20 dwelling units, and building permits have only been issued for 10 of those units, the per dwelling unit credit for the remaining 10 units will equal the total credit amount divided by 20 dwelling units.

(5) This subsection (5) applies to nonresidential developments, or the nonresidential portion of a mixed use development. In cases where a developer would be entitled to a credit under this section, but the amount of the credit has yet to be determined on a per square foot basis, the City shall take the total credit amount available to the entire plat or project, calculated by applying subsections (1) through (3) of this section, and divide that amount by the number of square feet approved for that plat or project. The impact fee and credit may then be calculated and collected on a per square foot basis as building permits are issued for that square footage. Where building permits for some, but not all, of the dwelling units within a plat or project have already been obtained at the time the ordinance codified in this chapter becomes effective, the credit for the unpermitted square footage will be calculated to arrive at a per square footage amount in the same manner. For example, if a 20,000-square-foot commercial project has been approved, and building permits have only been issued for 10,000 square feet of the project, the per square foot

credit for the remaining 10,000 square feet will equal the total credit amount divided by 20,000 square feet.

(6) Determinations made pursuant to this section may be appealed to the Examiner under WMC 2.30.060.

(7) A credit must be requested within 30 days of building permit issuance or it is deemed waived.

(8) No refund will be allowed in the event that the impact fee credit calculation exceeds the amount of the impact fee itself. (Ord. 563 § 1, 2013; Ord. 527 § 1, 2012)

3.39.120 Impact fee refunds.

(1) The current owner of property on which impact fees have been paid may receive a refund of such fees if the impact fees have not been expended or encumbered within six years of their receipt by the City. In determining whether impact fees have been expended or encumbered, impact fees shall be considered expended or encumbered on a first in, first out basis.

(2) The City shall provide for the refund of fees according to the requirements of this section and RCW 82.02.080.

(3) The City shall notify potential claimants of the refund availability by first-class mail deposited with the United States Postal Service addressed to the owner of the property at the owner's last known address.

(4) An owner's request for a refund must be submitted to the City Council in writing within one year of the date the right to claim the refund arises or the date that notice is given, whichever date is later.

(a) Any impact fees that are not expended or encumbered within six years of their receipt by the City, and for which no application for a refund has been made within this one-year period, shall be retained by the City and expended consistent with the provisions of this chapter.

(b) Refunds of impact fees shall include any interest earned on the impact fees.

(5) Should the City seek to terminate all impact fee requirements, all unexpended or unencumbered funds, including interest earned, shall be refunded to the current owner of the property for which an impact fee was paid. Upon the finding that all fee requirements are to be terminated, the City shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first-class mail addressed to the owner of the property at the owner's last known address. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the City, but must be expended for the original purposes, consistent with the provisions of this section. The notice requirement set forth above shall not apply if there are no unexpended or unencumbered balances within the account or accounts being terminated.

(6) A developer may request and shall receive a refund, including interest earned on the impact fees, when the developer does not proceed to finalize the development activity as required by statute or City code or the International Building Code.

(7) The amount to be refunded shall include the interest earned by this portion of the account from the date that it was deposited into the impact fee fund. (Ord. 527 § 1, 2012)

3.39.130 Appeals and payments under protest.

(1) This subsection (1) applies when an applicant seeks a building permit to construct a portion of a development that has already been reviewed and approved, in other respects, pursuant to procedures that comply with Chapter 36.70B RCW. An example of this circumstance would be an application for a permit to build one house in a large subdivision that was previously approved. In this case, any appeal of the decision of the City with regard to the imposition of an impact fee or the amount of any impact fees, impact fee credit, or impact fee refund must be taken before the Hearing Examiner pursuant to WMC 2.30.060 in conjunction with an appeal of the underlying building permit.

(2) This subsection (2) applies when an applicant seeks a building permit in conjunction with other development approvals that may be subject to an open record hearing and closed record appeal pursuant to procedures that comply with Chapter 36.70B RCW. An example of this circumstance would be an application for a short plat and building permit to build a new office park. In this case, any appeal of the decision of the City with regard to the imposition of an impact fee or the amount of any impact fees, impact fee credit, or impact fee refund must be made according to the process outlines for and in conjunction with the underlying development approval.

(3) Any applicant may pay the impact fees imposed by this chapter under protest in order to obtain a building permit.

(4) Only the applicant has standing to appeal impact fee matters. (Ord. 527 § 1, 2012)

3.39.140 Council review of impact fees.

The impact fee schedule adopted by this chapter shall be reviewed by the City Council, as it deems necessary and appropriate in conjunction with the update of the City's Transportation Facilities Plan and Transportation Improvement Plan. (Ord. 527 § 1, 2012)

3.39.170 Schedule of fees.

A transportation impact fee shall be assessed against all development in an amount as determined by WMC 3.39.085 for proposals that require a building permit unless exempt under WMC 3.39.050. The transportation impact fee schedule established under this chapter, which may be amended from time to time by the City Council, is hereby included as Exhibit A in WMC 3.39.085. (Ord. 527 § 1, 2012)

EXHIBIT O

PARK AND OPEN SPACE IMPACT FEE AND PERFORMANCE SCHEDULE

Parks Impact Fees:

Parks impact fees shall be assessed per WMC 3.36.170 at a rate of \$3,175 per dwelling unit.

If qualifying units are proposed and constructed as part of the development, the owner shall be entitled to the appropriate exemptions as noted in WMC 3.36.050.

WCVA shall be entitled to reduce the park impact fee in Phase I by the number of existing mobile home residential units contained within the current site. The total number of units used for credit shall be 128 mobile home residential units.

Park impact fees due to the City shall be reduced for the following system improvements and public open space enhancements:

1. Woodin Creek Trail System, including pedestrian bridges, fencing and other associated trail amenities as described in Parks CIP No. 5.

Park impact fee credits will conform to WMC 3.36.110. Park impact fee credits will include costs of construction, value of land dedicated for ROW or easements, design and permitting costs.

Parks and Open Space Performance Schedule:

Project Phase	Public Park and Open Space Improvements	Completion Date
Phase II	Complete Woodin Creek Trail System.	April 30, 2017

EXHIBIT P

WOODINVILLE MUNICIPAL CODE CHAPTER 3.36 PARK IMPACT FEES

Sections:

- [3.36.010](#) Purpose.
- [3.36.020](#) Authority.
- [3.36.030](#) Definitions.
- [3.36.040](#) Applicability.
- [3.36.050](#) Exemptions.
- [3.36.055](#) Affordable housing – Accessory housing exemption.
- [3.36.060](#) Service area.
- [3.36.070](#) Impact fee account funds established.
- [3.36.080](#) Use of funds.
- [3.36.090](#) Impact fee assessment and collection.
- [3.36.100](#) Impact fee adjustments, independent calculations.
- [3.36.110](#) Impact fee credits.
- [3.36.120](#) Impact fee refunds.
- [3.36.130](#) Appeals and payments under protest.
- [3.36.140](#) Council review of impact fees.
- [3.36.160](#) Impact fee calculations.
- [3.36.170](#) Schedule of fees.

3.36.010 Purpose.

This chapter is intended to:

- (1) Assist in the implementation of the Comprehensive Plan for the City of Woodinville.
- (2) Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below established minimum standards for the City.
- (3) Establish standards and procedures so that new development pays a proportionate share of costs for new facilities and services and does not pay arbitrary or duplicative fees for the same impact. ([Ord. 279](#) § 1, 2001)

3.36.020 Authority.

(1) This chapter is enacted pursuant to the Washington State Growth Management Act codified at Chapter [36.70A](#) RCW and at RCW [82.02.050](#) to [82.02.100](#).

(2) The City has conducted studies documenting costs and demand for new facilities and services. These studies are included in the parks, recreation and open space plan, and are hereby incorporated into this chapter by reference as if set forth in full. The Comprehensive Plan and all of the related documents are incorporated into the chapter by reference. ([Ord. 279 § 1, 2001](#))

3.36.030 Definitions.

(1) Dwelling Unit. See definition in WMC [21.06.180](#).

(2) "Encumber" means to transfer funds from the general park impact fee fund to an account created to fund, in whole or in part, a particular system improvement. Once funds have been encumbered they cannot be used to fund any other system improvement. Funds may only be encumbered by an action of the City Council.

(3) "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan approved by the City Council shall be considered a project improvement.

(4) "System improvements" means park facilities that are included in the City's six-year capital facilities plan and are designed to provide service to the community at large, in contrast to project improvements. ([Ord. 279 § 1, 2001](#))

3.36.040 Applicability.

All persons receiving building permits for dwelling units within the City of Woodinville after March 24, 2001, shall be required to pay impact fees in an amount and manner set forth in this chapter. ([Ord. 279 § 1, 2001](#))

3.36.050 Exemptions.

The following development activities are exempt from paying park impact fees because they do not have a measurable impact on the City's park facilities, or because the City has chosen to exempt them pursuant to RCW [82.02.060](#)(2).

(1) Existing Dwelling Unit. Any alteration, expansion, reconstruction, remodeling or replacement of existing single-family or multifamily dwelling units that does not result in the creation of additional dwelling units.

(2) Facilities for Long-Term Care. Any housing facility or long-term care facility exclusively providing any or all of the following services as defined in RCW [74.39A.009](#): "assisted living services," "enhanced adult residential care," or "nursing home"; provided, that this exemption ceases if the housing facility is later converted to permanent use as a single-family or multifamily residence not providing such services, in which case impact fees would be imposed at that point; and provided further, that where a housing facility provides a mixture of independent senior housing in combination with any of the above mentioned

services, the exemption shall be limited to that portion of the facility providing such services, and the impact fee shall be appropriately calculated on a per dwelling unit basis for that portion of the facility not providing such services.

(3) Temporary Accommodation. Any dwelling unit licensed and operated as transient accommodations under Chapter [70.62](#) RCW and WAC [248-144-026](#)(26), such as hotels, motels, condominiums and resorts; provided, that this exclusion ceases if the housing is later converted to permanent use as a single-family or multifamily residence not subject to such restrictions. ([Ord. 279](#) § 1, 2001)

3.36.055 Affordable housing – Accessory housing exemption.

In addition to the exemptions in WMC [3.36.050](#), the following shall be exempt from the requirement to pay all impact fees:

(1) Any accessory dwelling unit as that term is defined in WMC [21.06.183](#).

(2) Low- or moderate-income housing projects developed or owned by public housing agencies or private nonprofit housing developers.

(3) Residential housing units dedicated for occupancy by low- or moderate-income households and whose rents or purchase price is affordable to low- or moderate-income persons under the regulations of the U.S. Department of Housing and Urban Development or its successor.

(4) Individual low- or moderate-income dwelling units (as defined in the current King County Comprehensive Housing Affordability Strategy (CHAS)) to be purchased by households with prices within their eligibility limits based on standard lending criteria.

(5) As a condition of receiving an exemption under this section, the owner shall execute and record in King County's real property title records a City-drafted lien, covenant or other contractual provision against the property that provides that the proposed housing unit or development will continue to be used for low- or moderate-income housing and remain affordable to those households under the regulations of the U.S. Department of Housing and Urban Development. The term of this provision shall be 10 years for individual owners and 15 years for private and private nonprofit developers/builders. The lien, covenant, or other contractual provision shall run with the land and apply to subsequent owners and assigns. In the event that the housing unit(s) is no longer used for low- or moderate-income housing during the term of the provision, then the owner shall pay the amount of impact fees from which the housing unit(s) was exempted into the City's account for paying low- and moderate-income impact fees.

(6) Any claim or request for an exemption under this section shall be made no later than the time of issuance of a building permit. Any claim not made when required by this section shall be deemed waived.

(7) The impact fees not collected from low- and moderate-income housing shall be paid from public funds from sources other than impact fees or interest on impact fees and budgeted for this purpose by the Woodinville City Council.

(8) If claims or requests for exemptions under this section exceed the funds the Woodinville City Council has budgeted for the payment of impact fees for low- and moderate-income housing and accessory housing, this section shall not apply to claims or requests for exemptions under this section made after the budgeted funds were committed or allocated until additional funds are budgeted. ([Ord. 279 § 1, 2001](#))

3.36.060 Service area.

The service area established in this section assures a proportional benefit of public facilities to development applicants and establishes a nexus between those paying for the fees and those benefiting from the capital facilities. Because the City's size allows its park and recreation facilities to provide a reasonable benefit to its entire population regardless of their location within the City, the service area for the park impact fee shall be the entire City of Woodinville. ([Ord. 279 § 1, 2001](#))

3.36.070 Impact fee account funds established.

There is hereby created and established a special purpose park and recreation facilities impact fee fund ("the park impact fee fund") to receive park impact fees. All park impact fees and any investment income generated by such fees shall be deposited into the park impact fee fund. Procedures for administration of the funds shall be established by the Finance Director. These funds shall be expended in accordance with the City's normal budget procedures subject to the limitations set forth in WMC [3.36.080](#) and RCW [82.02.070](#). Annually, the City shall prepare a report on the impact fee account showing the source and amount of all monies collected, interest earned, and capital or system improvements that were financed in whole or in part by these impact fees. ([Ord. 279 § 1, 2001](#))

3.36.080 Use of funds.

(1) Park impact fees shall be used for development of parks, open space, passive recreation parks, linear trail parks, and recreation facilities to serve new growth and development in Woodinville; provided, that such impact fees may only be spent on system improvements.

(2) Impact fees may be spent on the following items to the extent that they relate to a particular system improvement: facility planning, land acquisition, site improvements, necessary off-site improvements, facility construction, facility engineering and design work, facility permitting fees, facility financing, grant matching funds, applicable mitigation costs, capital equipment pertaining to public facilities, and any other expenses which can be capitalized and are consistent with the capital facilities plan.

(3) Impact fees may also be used to recoup park facility improvement costs previously incurred to the extent that new growth and development will be served by the previously acquired or constructed improvements or incurred costs.

(4) In the event that bonds or similar debt instruments are or have been issued for the construction of public facility or system improvements for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this chapter and are used to serve new development. The capital facilities plan should distinguish between facilities and funds needed to serve

new development and those facilities and funds needed to correct existing deficiencies. ([Ord. 279 § 1, 2001](#))

3.36.090 Impact fee assessment and collection.

(1) City staff shall determine the total impact fee owed at the time of building permit issuance based on the fee schedule in effect at the time of such issuance.

(2) Impact fee collection shall also occur at the time of building permit issuance. ([Ord. 279 § 1, 2001](#))

3.36.100 Impact fee adjustments, independent calculations.

A fee payer may request an adjustment to the impact fees determined according to the fee schedule adopted by this chapter by preparing and submitting to the Parks and Recreation Department an independent fee calculation for the development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made.

(1) If the Department agrees with the independent fee calculation, a written agreement to accept such amount shall be transmitted to the fee payer who shall, in turn, present it to the Permit Center upon impact fee collection.

(2) If the Department does not agree with the independent fee calculation, the fee payer may appeal this decision to the Hearing Examiner through procedures outlined in [WMC 2.30.060](#). ([Ord. 279 § 1, 2001](#))

3.36.110 Impact fee credits.

(1) A developer shall be entitled to a credit against the park impact fee collected under the fee schedule adopted by this chapter in any of the following situations:

(a) Whenever a project is granted approval subject to a condition that the developer actually provide system improvements; or

(b) Whenever a developer has agreed, pursuant to the terms of a voluntary agreement with the City, to provide land for system improvements; or

(c) Whenever a developer has agreed to make system improvements to existing park facilities; or

(d) Whenever a developer has paid a park mitigation fee which is allocated toward providing system improvements.

(2) If, in any of the cases in subsection (1) of this section, the land dedicated, facility constructed, or fee paid is allocated partly toward system improvements and partly toward project improvements, the credit shall be limited to that portion allocated to system improvements.

(3) For the purposes of calculating the credit, the land value or costs of construction shall be determined as follows:

(a) The amount of credit for land dedicated shall be the higher of either the value of the land established in the parks, recreation, and open space plan, if such value is identified, or by an appraisal conducted by an independent professional appraiser chosen by the fee payer from a list of at least three such appraisers provided by the City. Either the fee payer or the City may request an appraisal, in which event the cost of the appraisal shall be borne by the requesting party. For the purposes of this section, the date of value shall be the date the land was dedicated to the City.

(b) The amount of credit for facilities constructed shall be based upon the actual cost of construction at the time of construction.

(4) In cases where a developer would be entitled to a credit under this section, but the amount of the credit has yet to be determined on a per dwelling unit basis, the City shall take the total credit amount available to the entire plat or project, calculated by applying subsections (1) through (3) of this section, and divide that amount by the number of dwelling units planned for that plat or project. The impact fee and credit may then be calculated and collected on a per dwelling unit basis as building permits are issued. Where building permits for some, but not all, of the dwelling units within a plat or project have already been obtained at the time the ordinance codified in this chapter becomes effective, the credit for the unpermitted dwelling units will be calculated to arrive at a per dwelling unit amount in the same manner. For example, if a plat is planned for 20 dwelling units, and building permits have only been issued for 10 of those units, the per dwelling unit credit for the remaining 10 units will equal the total credit amount divided by 20.

(5) The fee payer shall be entitled to such credit against the impact fee regardless of whether the system improvement was provided before or after March 24, 2001.

(6) Determinations made pursuant to this section may be appealed to the Examiner under WMC [2.30.060](#).

(7) A credit must be requested within 30 days of building permit issuance or it is deemed waived.

(8) No refund will be allowed in the event that the impact fee credit exceeds the amount of the impact fee itself. ([Ord. 279](#) § 1, 2001)

3.36.120 Impact fee refunds.

(1) The current owner of property on which impact fees have been paid may receive a refund of such fees if the impact fees have not been expended or encumbered within six years of their receipt by the City. In determining whether impact fees have been expended or encumbered, impact fees shall be considered expended or encumbered on a first in, first out basis.

(2) The City shall provide for the refund of fees according to the requirements of this section and RCW [82.02.080](#).

(a) The City shall notify potential claimants of the refund availability by first-class mail deposited with the United States Postal Service addressed to the owner of the property as shown in the King County tax records.

(b) An owner's request for a refund must be submitted to the City Finance Director in writing within one year of the date the right to claim the refund arises or the date that notice is given, whichever date is later.

(3) Any impact fees that are not expended or encumbered within six years of their receipt by the City, and for which no application for a refund has been made within this one-year period, shall be retained by the City and expended consistent with the provisions of this chapter.

(4) Refunds of impact fees shall include any interest earned on the impact fees.

(5) Should the City seek to terminate any or all impact fee requirements, all unexpended or unencumbered funds, including interest earned, shall be refunded to the current owner of the property for which an impact fee was paid. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first-class mail addressed to the owner of the property as shown in the King County tax records. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the City, but must be expended for the original purposes, consistent with the provisions of this section. The notice requirement set forth above shall not apply if there are no unexpended or unencumbered balances within the account or accounts being terminated.

(6) A developer may request and shall receive a refund, including interest earned on the impact fees, when:

(a) The developer does not proceed to finalize the development activity as required by statute or City code or the Uniform Building Code; and

(b) The City has not expended or encumbered the impact fees prior to the application for a refund. In the event that the City has expended or encumbered the fees in good faith, no refund shall be forthcoming. However, if within a period of three years, the same or subsequent owner of the property proceeds with the same or substantially similar development activity, the owner shall be eligible for a credit against any then-existing park impact fee requirement. The owner must petition the City in writing and provide receipts of impact fees paid by the owner for a development of the same or substantially similar nature on the same property or some portion thereof. The City shall determine whether to grant a credit and such determinations may be appealed by following the procedures set forth in this chapter.

(7) The amount to be refunded shall include the interest earned by this portion of the account from the date that it was deposited into the impact fee fund. ([Ord. 279 § 1, 2001](#))

3.36.130 Appeals and payments under protest.

(1) An appeal of the initial decision of the City with regard to the imposition of an impact fee or the amount of any impact fees, impact fee credit, or impact fee refund may be taken before the Hearing Examiner pursuant to WMC [2.30.060](#). The right to such an administrative appeal is triggered by the City's issuance or denial of a building permit.

(2) Any applicant may pay the impact fees imposed by this chapter under protest in order to obtain a building permit. ([Ord. 279 § 1, 2001](#))

3.36.140 Council review of impact fees.

The impact fee schedule adopted by this chapter shall be reviewed by the City Council, as it deems necessary and appropriate in conjunction with the annual update of the capital facilities plan element of the City's Comprehensive Plan. ([Ord. 279 § 1, 2001](#))

3.36.160 Impact fee calculations.

(1) The park impact fee shall be calculated using the same schedule for all dwelling units regardless of type.

(2) The park impact fee schedule shown in this chapter has been calculated using the formula shown in Attachment A at the end of this chapter.

(3) The fee schedule based on this formula is the City's determination of the appropriate share of system improvement costs to be paid by new growth and development. ([Ord. 399 § 3, 2005](#); [Ord. 279 § 1, 2001](#))

3.36.170 Schedule of fees.

A park impact fee shall be assessed against all new residential development in the amount of \$3,175 per dwelling unit. ([Ord. 399 § 2, 2005](#); [Ord. 279 § 1, 2001](#))

Attachment A

The Woodinville park impact fee shall be calculated according to the following formula:

$$(TV \div DU) \times AI = \text{Impact Fee}$$

(rounded to the nearest dollar)

Where:

TV represents the total value of park land within the City; and

DU represents the total number of dwelling units within the City; and

AI is a percentage that represents the actual investment in TV made by existing Woodinville residents once grant funding and other external sources of capital funding for parking facilities have been subtracted.

Currently, the figures are as follows:

TV = \$14,893,954

DU = 3,890

AI = 83.03%

So the impact fee is derived as follows:

$\$14,893,954 \div 3,890 \times 83.03\% = \$3,175$

EXHIBIT Q

WOODIN CREEK URBAN STREAM DESIGNATION APPROVAL



City of Woodinville, Washington

Notice of Decision

For

Woodin Creek Urban Stream Designation – Canterbury Property

File Number(s): DEC12006

In the 17300 135th Avenue NE

By Doug Reiss of Weidner Investment Services, Inc., on behalf of Canterbury Square Owners Association

The City of Woodinville has issued a decision for the following project:

Project Name: Woodin Creek Urban Stream Designation – Canterbury Property

Applicant: Doug Reiss of Weidner Investment Services, Inc., on behalf of Canterbury Square Owners Association

Project Number(s): DEC12006

Description of Proposal: Director's Interpretation to designate Woodin Creek as an Urban Stream under Woodinville Municipal Code (WMC) 21.24.380(1)(b). This application includes a request for one property within the City of Woodinville for this designation. The application does not include any request to reduce the buffer under the City's Code.

Location of Proposal: 17300 135th Avenue NE; Legally described as CANTERBURY SQUARE CONDOMINIUM, Woodinville, WA.

Notice of Decision Date: Monday, September 24, 2012

End of Appeal Period: Monday, October 8, 2012

Project Permit Expiration Date: September 24, 2014

Project Decision: Approved with Conditions

Project Decision

Staff administratively reviewed this project for consistency with the policies, standards, and regulations of the City of Woodinville. After considering comments by the public or other agencies, the project permit is hereby approved with conditions based on the following Findings of Fact, and subject to the following Conditions of Project Approval:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Doug Reiss of Weidner Investment Services, Inc., on behalf of Canterbury Square Owners Association submitted an application for a Director's Interpretation to designate Woodin Creek as an Urban Stream under WMC 21.24.380(1)(b) on June 8, 2012. The application was determined to be complete on June 26, 2012, and a letter of complete application was sent on July 10, 2012.

2. The request covers one parcel numbers: 1330870000, owned by Canterbury Square Owners Association. This parcel is generally bounded by NE 171st Street on the south, 133rd Avenue NE on the west, the NE 173rd Street alignment on the north, and the Garden Way alignment on the east.
3. The original application included another parties, owned by Green Partners, LLC. That portion of the application is not included in this Decision, and is now being considered as a separate request.
4. The Comprehensive Plan encourages northwest woodland character design, promotes pedestrian friendliness and traffic linkages, encourages recreation space, and requires adequate infrastructure for development within the City limits. The City of Woodinville Comprehensive Plan designates this property as Central Business.
5. The subject property is zoned Central Business District (CBD).
6. The proposal does not include any development at this time.
7. Pursuant to WMC 20.08.030(2), WMC 17.09.040, and WMC 17.11.010, a Notice of Application for the proposal was published, mailed and posted on July 23, 2012 and the project was circulated for review in accordance with the City's normal review and permitting procedures.
8. No public comments were received within the Notice of Application comment period.
9. This proposal complies with the Urban Stream Designation requirements in WMC 21.24.380(1)(b), as demonstrated below and in the Woodin Creek Evaluation of Urban Stream Designation prepared by Cedarock Consultants, Inc. dated June 26, 2012; and confirmed by the Woodin Creek Urban Stream Designation Review prepared by Otak dated August 23, 2012, specifically regarding the Canterbury Site:

Criteria for Urban Stream Designation	Submittal
(i) Streams other than Type 1 streams according to the City of Woodinville classification system;	<p>Woodin Creek is defined as a Type 2 stream pursuant to WMC 21.24.370.</p> <ul style="list-style-type: none"> • Type 1 streams are defined as Shorelines of the State, or supporting significant anadromous salmonid use. • Woodin Creek is not regulated as a Shoreline of the state. • Cedarock Consultants reviewed past work completed by the City and King County, and demonstrated that, while there is a small amount of salmonid use of Woodin Creek, it is not significant. • A Type 2 stream is defined as those having perennial or intermittent flow and use by salmonid. • Woodin Creek is known to have salmonid use, per the work completed by Cedarock. • Woodin Creek has intermittent to perennial use flow. • Otak's report concurred that Woodin Creek is a Type 2 Stream
(ii) Streams with degraded channel conditions (i.e., presence of piping, sedimentation, channelization, etc.);	<ul style="list-style-type: none"> • The Cedarock report includes a base map that documents the current condition of the stream (Figure 1). • The parcel that is part of this application is highlighted in an orange circle on this map. This states that there is sedimentation, piping, channelization, and flooding within this area. • Cedarock's report references previous work done by the City in 2003-2004 that found the same circumstances. • Otak's report concurred that there are degraded channel

	conditions, including channelization, sedimentation, and bank erosion.
(iii) Streams with buffers that are currently degraded or developed; and	<ul style="list-style-type: none"> • The Cedarock report states that the buffer width within the proposal area are generally 50' wide, mainly on one side of the stream, with a riparian zone between 2 feet and 35 feet. • Figure 1 in the report states that the buffer has impacts from NE 171st Street, and dense non-native, invasive species. • Otak's report concurred that the riparian buffers are very narrow, and are constrained by NE 171st Street and the existing development on the north side of the stream.
(iv) Streams within sub-basins where restoration opportunities are limited.	<ul style="list-style-type: none"> • The Cedarock report states that while there are opportunities for restoration within the sub-basin, meaningful restoration to provide quality habitat able to support a thriving fish population are limited by dense commercial and residential development adjacent to the channel, infrastructure improvements that would need to be moved. • Restoration activities are expected to occur on an independent, uncoordinated, and small basis. This will lead to minor, incremental improvement, which will not lead to a successful fish habitat. • Otak's report concurred that restoration opportunities are limited, and could only occur as part of redevelopment.

10. This Notice of Decision will be issued in conformance with the requirements of WMC 17.09.
11. The Director has original jurisdiction over Project Approval applications pursuant to WMC 17.07.030.
12. The Director must review the project application under Chapter 17.13 WMC, the legal standard for approval of a Project Approval, and RCW 36.70B.040 to make a determination of consistency. The Director must find that the development is consistent with the applicable development regulations, including land use, level of development, availability and adequacy of public services; and character of the development.
13. Given the information provided in the record and the findings of fact made above, the Director concludes that the applicant has met its burden in showing that the Project Approval application should be approved.
14. Staff administratively reviewed this project for consistency with all applicable requirements of the Woodinville Municipal Code that apply to the subject property. Based on this review, the Director has determined that development of the site will conform to all applicable zoning and development standards, and that as conditioned, the project will have no adverse impacts to the public health, safety and general welfare.

CONDITIONS OF APPROVAL:

1. The Director's Interpretation is based on the recommendation of a qualified biologist, under WMC 21.24.380(1)(b). The report prepared by Cedarock Consultants, Inc. dated June 26, 2012, forms the basis for this approval. All future development shall follow the recommendations in this report, and any further reports or addendums as accepted by the Planning Director.
2. This approval designates Woodin Creek as an Urban Stream, pursuant to WMC 21.24.380(1)(b), for the parcel included in the application.

- a. No other parcels may take advantage of this designation as part of this proposal.
 - b. This approval does not include any reduction in stream buffer width. Stream buffer width reductions shall be considered a separate application and approval process, and shall comply with the requirements of the Code in place at that time.
3. This approval shall be valid for two (2) years from the date of this Decision. If a project permit, development agreement, or construction permit is not obtained within this period, this approval shall become null and void, and a new application for Urban Stream Designation would need to be submitted. The Director may grant an extension to the approval date for a period of one (1) year if such is requested prior to the expiration of the Project Permit

Based on the Findings and Conclusions above, the Planning Director hereby **approves** the Project Application, file number DEC12006, subject to the above **conditions of approval**.

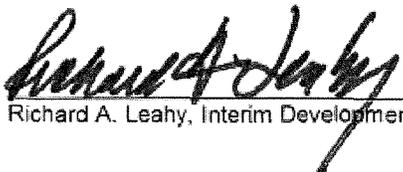
The Project Approval shall be declared void if there is a failure to comply with the approved plans or conditions of approval.

APPEALS:

Pursuant to Woodinville Municipal Code WMC 17.17.040(1), the Director's final decision may be appealed by a party of record with standing by filing an appeal in compliance with WMC 17.17.040(d) with the Department of Development Services in City Hall, 17301 133rd Avenue NE, Woodinville, WA 98072. Such an appeal must be filed in writing and within 14 days of the date of issuance of this decision as provided in RCW Chapter 36.70C, or by 4:00 p.m., October 8, 2012.

Affected property owners may request a change in valuation with King County for property tax purposes notwithstanding any program of revaluation. For information regarding property valuations and/or assessments, contact the King County Assessor's Office at 206-296-7300.

Contact Person: Erin Martindale, Senior Planner
Phone Number: (425) 877-2283
Email Address: erinm@ci.woodinville.wa.us


 Richard A. Leahy, Interim Development Services Director

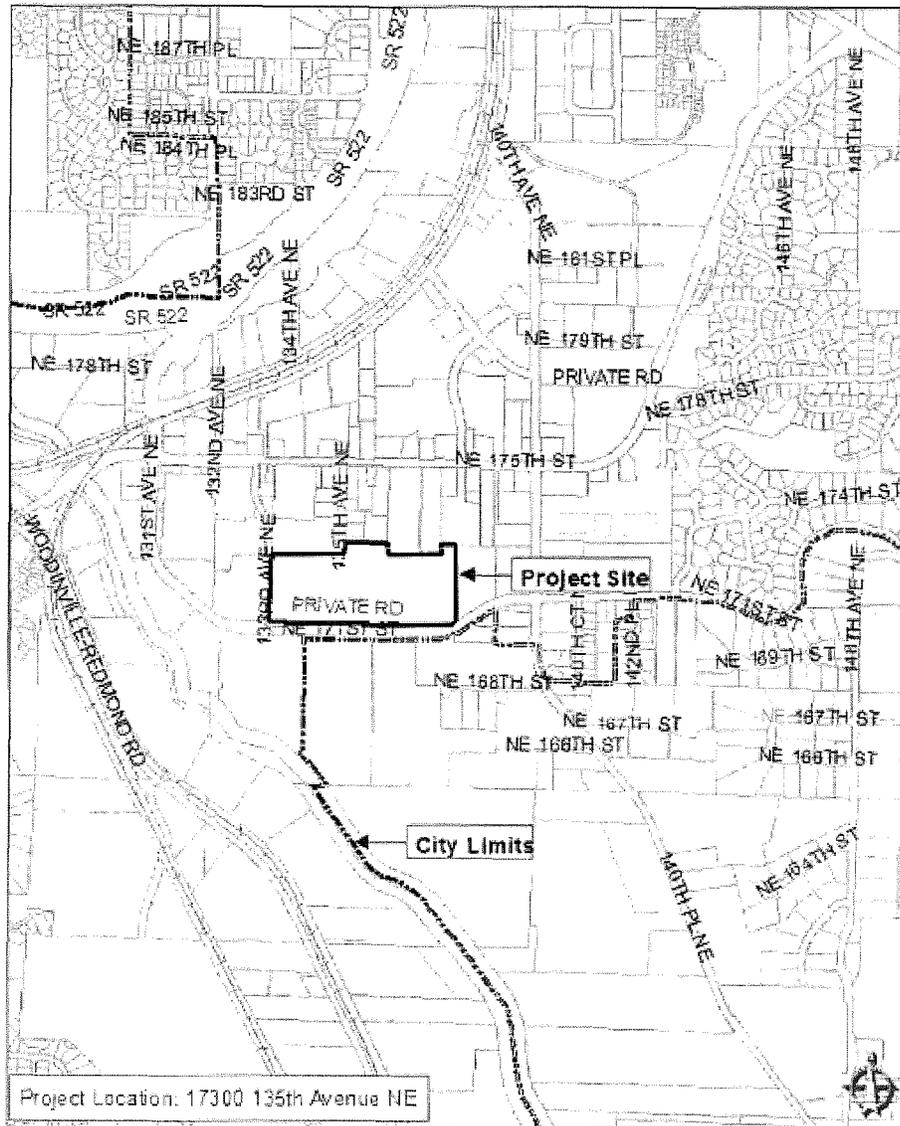
September 24, 2012
 Date

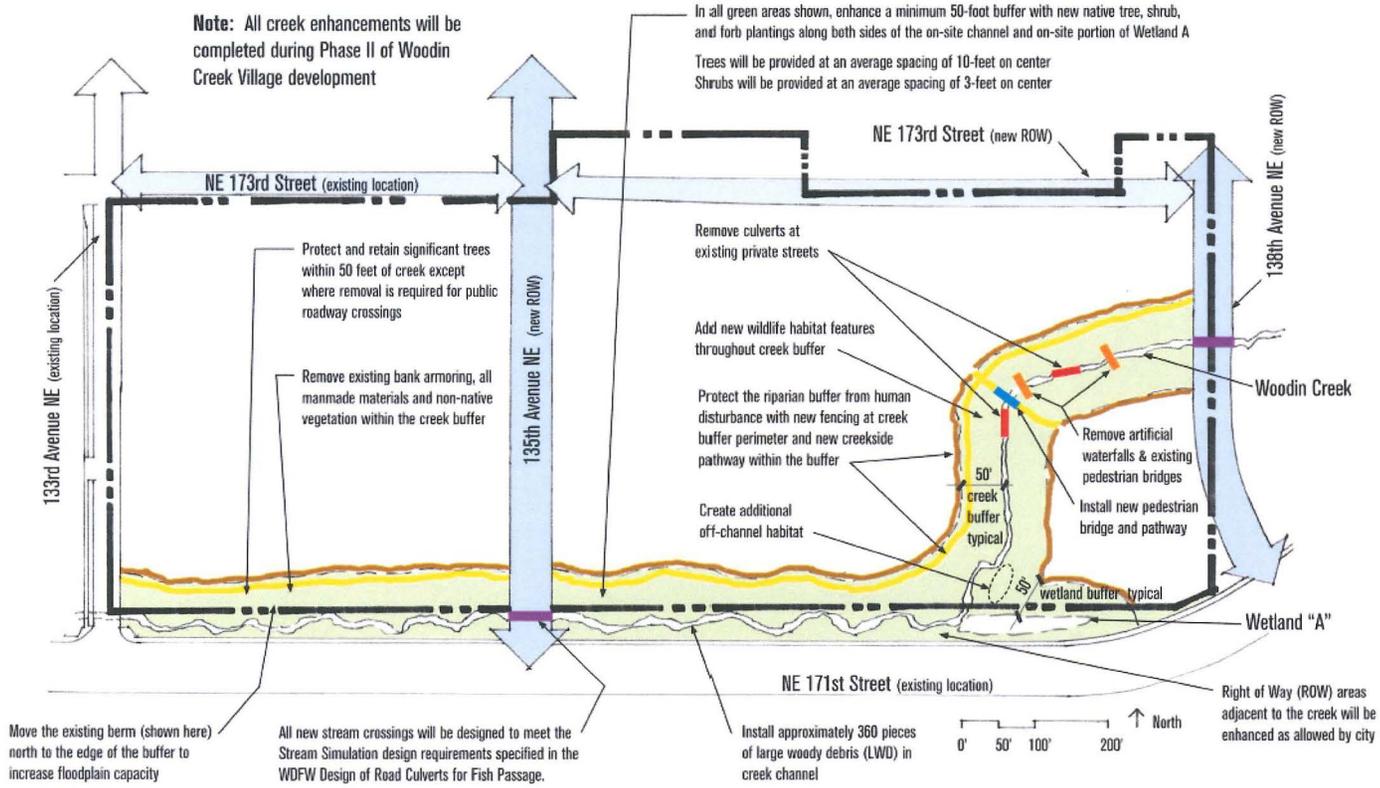
EXHIBITS

- Exhibit 1 Application forms and materials received June 8, 2012
- Exhibit 2 Woodin Creek Evaluation of Urban Stream Designation prepared by Cedarrock Consultants, Inc. dated June 26, 2012.
- Exhibit 3 Notice of Application issued July 23, 2012
- Exhibit 4 Woodin Creek Urban Stream Designation Review prepared by Otak, dated August 23, 2012
- Exhibit 5 Email from Doug Reiss RE: Urban Stream Designation, dated September 7, 2012

CITY OF WOODINVILLE
NOTICE OF DECISION
PROJECT: Woodin Creek Urban Stream Designation
File Numbers: DEC12006

Location Map





WOODIN CREEK VILLAGE - Woodin Creek Conceptual Enhancement Plan

Exhibit R

February 4, 2013



WOODIN CREEK CONCEPTUAL ENHANCEMENT PLAN

EXHIBIT R