



Operations & Maintenance Practices and Policies Manual

January 2010

V 1.2 March 2012

Prepared by:
City of Kenmore
Department of Engineering Services
Department of Public Works



TABLE OF CONTENTS

FOREWORD i

DOCUMENT INFO i

OVERVIEW 1

ACRONYMS AND DEFINITIONS..... 3

SECTION 1 – MAINTENANCE STANDARDS 5

SECTION 2 – INSPECTION PROGRAMS 6

 Facility Inspections..... 6

 Catch Basin Inspections 6

 Spot Check Inspections 6

 FIG 2-1 ISOPLUVIALS 7

 MAP 2-1 PUBLICALLY MAINTAINED FACILITIES 8

 TABLE 2-1 PUBLICALLY MAINTAINED FACILITIES 9

 MAP 2-2 PRIVATELY MAINTAINED FACILITIES 10

 TABLE 2-2 PRIVATELY MAINTAINED FACILITIES 11

 MAP 2-3 STORM SPOT CHECKS..... 12

SECTION 3 – O&M WORKSHEETS..... 13

 CATEGORY 1 – Pipe Cleaning 14

 CATEGORY 2 – Cleaning of Culverts that Convey Stormwater in Ditch Systems 15

 CATEGORY 3 – Ditch Maintenance 16

 CATEGORY 4 – Street Cleaning..... 17

 CATEGORY 5 – Road Repair and Resurfacing, Including Pavement Grinding 18

 CATEGORY 6 – Snow and Ice Control 19

 CATEGORY 7 – Utility Installation 20

 CATEGORY 8 – Pavement Striping Maintenance 21

 CATEGORY 9 – Maintaining Roadside Areas, Including Vegetation Management 22

 CATEGORY 10 – Dust Control..... 23

SECTION 4 – LAND PRACTICES 24

 MAP 4-1..... 25

 TABLE 4-1 26

RIGHT-OF-WAY..... 27

PARKS	28
A. LINWOOD PARK	28
B. LOG BOOM PARK	29
C. MOORLAND PARK	30
D. NORTSHORE SUMMIT PARK	31
E. RHODODENDRON PARK	32
F. WALLACE SWAMP CREEK PARK	33
DEVELOPED PARCELS	34
A. CITY HALL	34
B. KENMORE VILLAGE & POST OFFICE	35
C. OLD PARK AND RIDE.....	36
UNDEVELOPED PARCELS	37
STORMWATER FACILITIES	38
SECTION 5 - TRAINING	39
TABLE 5-1	40
SECTION 6 – SWPPP	41
CITY OF LAKE FOREST PARK MAINTENANCE YARD	41
CITY OF KENMORE RHODODENRON FACILITY SWPPP.....	42
APPENDIX A – SWDM MAINTENANCE STANDARDS	1
APPENDIX B – NUTRIENT MANGEMENT PLAN	1
APPENDIX C – INTEGRATED PEST MANAGEMENT PLAN	1
Introduction	1
Definitions.....	1
Background	2
Policies and Regulations	2
Pesticide Use Decision	2
Pest Management Guidelines.....	3
Components of an IPM Program	4
IPM Alternatives Selection Hierarchy	5
Best Management Practices	5
IPM Best Management Practices	7
Control of Special Pests.....	8

IPM for Plant Beds	9
IPM for Turf.....	11
IPM for Natural and Sensitive Areas	12
IPM for Trails.....	15
Training	16
APPENDIX D – O&M CONTRACTS AND AGREEMENTS.....	1

FOREWORD

The City of Kenmore Operations & Maintenance (O&M) Policies and Procedures Manual was developed to comply with requirements of the Federal Clean Water Act-National Pollutant Discharge Elimination System Program and the Western Washington Phase II Municipal Stormwater Permit issued by the Washington State Department of Ecology to City of Kenmore in 2007. The intent of these policies and procedures is to reduce stormwater impacts and pollutants in discharges from O&M activities. This manual provides a general overview of what industry standard Best Management Practices (BMPs), policies, procedures, practices, standards or plans are used by City of Kenmore O&M staff, contractors or partners when conducting specific O&M activities. This manual is intended to be a “living document” and may be subject to frequent updates in order to maintain relevance.

ACKNOWLEDGEMENTS

City of Kenmore, Engineering Services

Richard Sawyer, Surface Water Program Specialist

City of Kenmore, Public Works

Jennifer Gordon, Public Works Operations Manager

DOCUMENT INFO

CREATED
1/6/2010

VERSION 1
2/4/2010

Reviewed:

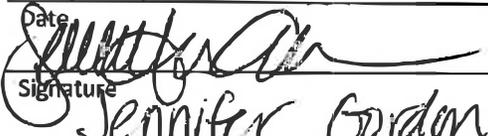

Richard Sawyer
Surface Water Program Specialist


Jennifer Gordon
Public Works Operations Manager

UPDATE - VERSION 1.1

12/29/2010
Date

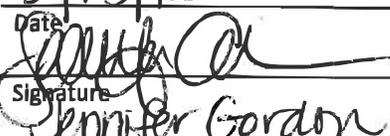
Signature
RICHARD SAWYER
Name (Print)
SURFACE WATER PROG. SPEC.
Title

12/29/10
Date

Signature
Jennifer Gordon
Name (Print)
PUBLIC WORKS OPS MGR.
Title

UPDATE - VERSION 1.2

3/13/2012
Date

Signature
RICHARD SAWYER
Name (Print)
SURFACE WATER PROG. SPEC.
Title

3/13/12
Date

Signature
Jennifer Gordon
Name (Print)
PUBLIC WORKS OPS. MGR.
Title

OVERVIEW

The City of Kenmore (Kenmore) is responsible for the operation and maintenance (O&M) of its infrastructure, including: streets, traffic (signs & markings and traffic signals), surface water and parks. Many O&M activities have the potential to adversely impact the environment. In particular, contaminated runoff poses a significant risk to the quality of surface and ground waters.

Since the passage of the federal Clean Water Act, requirements for cities and counties to control the quality of stormwater runoff have become more stringent. In particular, Kenmore was issued a Western Washington Phase II Municipal Stormwater Permit (Permit) from the Washington State Department of Ecology (Ecology) in 2007. The Permit requires that standards, policies and procedures be developed for a list of specific O&M activities as part of Kenmore's Stormwater Management Program (SWMP). The structure of this document will be modeled after these requirements. This document, the Operations and Maintenance Policies and Procedures Manual (OMPPM) is intended to be a component of the SWMP.

DOCUMENT STRUCTURE

The Permit, which can be downloaded in its entirety on Washington State Department of Ecology's webpage, outlines six sections of O&M requirements that must be implemented throughout the cycle of the Permit.

Section 1 requires the development of maintenance standards that are as protective, or more protective, of facility function than those specified in Chapter 4 of Volume V of the 2005 Stormwater Management Manual for Western Washington (SMMWW). Maintenance standards in Kenmore were adopted from the 2009 King County Surface Water Design Manual (SWDM) and are provided in Appendix A.

Section 2 requires the development of an inspection program that consists of three elements. First, an annual inspection program of all municipally owned or operated permanent stormwater treatment and flow control facilities, other than catch basins, must be implemented in 2010. Second, an inspection program that "spot checks" potentially damaged permanent treatment and flow control facilities (other than catch basins) after major storms. Major storms are defined as greater than 24-hour-10-year recurrence interval rainfall. Third, an inspection program that inspects all the catch basins owned or operated by Kenmore must be implemented within the Permit cycle. One full cycle of inspections and maintenance must be completed prior to February 12, 2012.

Section 3 requires the establishment and implementation of practices to reduce stormwater impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by Kenmore, and road maintenance activities conducted by Kenmore. These practices are outlined in "O&M Worksheets".

OVERVIEW

Section 4 requires the establishment and implementation of policies and procedures to reduce pollutants in discharges from all lands owned or maintained by Kenmore and subject to the Permit. These “Land Policies” are described in this section and also in the Nutrient Management Plan and Integrated Pest Management Plan (appendixes B and C, respectively).

Section 5 requires an ongoing training program for employees of Kenmore whose construction, operations or maintenance job functions may impact stormwater quality. This section describes relevant training for Kenmore staff and appendix E provides up to date training logs for Kenmore personnel.

Section 6 requires development of a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards and material storage facilities owned or operated by Kenmore. Kenmore stores sweeping materials at a facility located in Rhododendron Park. Kenmore also utilizes the Lake Forest Park maintenance yard, and a copy of this facility’s SWPPP can be obtained by contacting Lake Forest Park.

ACRONYMS AND DEFINITIONS

BMP means Best Management Practice.

Best Management Practice means a schedule of activities, prohibitions of practices, physical structures, maintenance procedures and other management practices undertaken to reduce or prevent increases in runoff quantity and pollution.

CESCL means Certified Erosion and Sediment Control Lead.

Certified Erosion and Sediment Control Lead means an individual who has satisfied the requirements set forth in Ecology's Stormwater Management Manual for Western Washington (Volume II, Chapter 4, BMP C160) for the designation of certified erosion and sediment control lead.

Ecology means the Washington State Department of Ecology.

ESC means Erosion and Sediment Control.

Facility means drainage facilities, including either flow control or water quality facilities.

Flow Control Facility means a drainage facility designed to mitigate the impacts of increased surface and storm water runoff generated by site development in accordance with the drainage requirements in KMC Chapter 13.35. Flow control facilities are designed either, to hold water for a considerable length of time and then release it by evaporation, plant transpiration, or infiltration into the ground, or to hold runoff for a short period of time and then release it to the conveyance system.

Maintenance (also Operations and Maintenance) means those usual activities taken to prevent a decline, lapse, or cessation in the use of currently serviceable structures, facilities, equipment, or systems if there is no expansion of the structure, facilities, equipment, or system and there are no significant hydrologic impacts. Maintenance includes the repair or replacement of non-functional facilities and the replacement of existing structures with different types of structures, if the repair or replacement is required to meet current engineering standards or is required by one or more environmental permits and the functioning characteristics of the original facility or structure are not changed.

NPDES means National Pollutant Discharge Elimination System.

National Pollutant Discharge Elimination System means the part of the federal Clean Water Act which requires point source discharges to obtain permits. These permits, referred to as NPDES permits, are administered by the Washington State Department of Ecology.

OMPPM means Operations and Maintenance Policies and Procedures Manual.

O&M means Operations and Maintenance. See Maintenance.

RRMPG means Regional Road Maintenance Endangered Species Act Program Guidelines.

ACRONYMS AND DEFINITIONS

Regional Road Maintenance Endangered Species Act Program Guidelines means the manual developed by the Regional Road Maintenance Technical Working Group that provides a consistent, Regional Program that can be used by any agency wishing to limit, reduce or eliminate the prohibition on take of threatened species under the 4(d) Rule (NMFS), special 4(d) rule and/or Section 7 take exemption (USFWS).

SPPM means the Stormwater Pollution Prevention Manual.

Stormwater Pollution Prevention Manual means the manual referenced in KMC 13.45, Water Quality, including supporting documentation referenced or incorporated in the manual, describing best management practices and procedures for eliminating or reducing surface, storm and ground water contamination from existing facilities and existing and new activities not covered by the SWDM.

SWDM means 2009 King County Surface Water Design Manual.

SMMWW means the 2005 Ecology Stormwater Management Manual for Western Washington.

Water Quality Facility means a drainage facility designed to reduce pollutants once they are already contained in surface and storm water runoff. Water quality (WQ) facilities are a structural component of best management practices (BMPs). When used singly or in combination, WQ facilities reduce the potential for contamination of both surface and ground waters.

WQ means water quality.

SECTION 1 – MAINTENANCE STANDARDS

Ordinance 10-0305, approved by Kenmore City Council on January 11, 2010, adopted the 2009 King County Surface Water Design Manual (SWDM). Appendix A of the SWDM contains maintenance standards for flow control, conveyance and water quality facilities in Kenmore. Prior to January 11, 2010 Kenmore used the maintenance standards in the 1998 King County Surface Water Design Manual.

The SWDM achieved equivalency with Ecology’s 2005 Stormwater Management Manual for Western Washington (SMMWW) in January 2009. More information regarding stormwater manual equivalency can be found on Ecology’s webpage (<http://www.ecy.wa.gov>).

The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facilities required condition at all times between inspections.

Unless there are circumstances beyond Kenmore’s control¹, when an inspection identifies an exceedence of the maintenance standard, maintenance shall be performed:

- Within 1 year for typical maintenance of facilities, except catch basins
- Within 6 months for catch basins
- Within 2 years for maintenance that requires capital construction of less than \$25,000

A copy of the SWDM maintenance standards can be found in appendix A of this document.

¹ Circumstances beyond Kenmore’s control include denial or delay of access by property owners, denial or delay of necessary permit approvals, and unexpected reallocations of maintenance staff to perform emergency work. For each exceedence of the required timeframe, Kenmore shall document the circumstances and how they were beyond their control.

SECTION 2 – INSPECTION PROGRAMS

Facility Inspections

Storm water facilities are engineered facilities that are designed to convey storm runoff, remove pollutants, and control flow rates. The City categorizes surface and storm water facilities as either privately or publically maintained.

Publically maintained facilities are often developed as part of a plat or subdivision and are transferred to the City after successfully passing a two year maintenance defect inspection (with associated repairs if needed). Publically maintained facilities are required to be in the right-of-way, dedicated tract or easement. Currently, Kenmore inspects and conducts maintenance on 141 publically maintained facilities, annually (Map 2-1, Table 2-1). Another 18 facilities are currently under development. Kenmore contracts with Lake Forest Park and King County Roads Maintenance to conduct facility maintenance.

Privately maintained facilities are developed as part of a private development and are privately owned and maintained. Often, these facilities are part of a commercial or industrial development but can include plats and subdivision facilities that are not turned over to the City. Currently, Kenmore inspects 112 privately maintained facilities, annually (Map 2-2, Table 2-2). Property owners are required to provide maintenance on privately maintained facilities.

Catch Basin Inspections

The Permit requires that all catch basins and inlets owned or operated by Kenmore be inspected and maintained at least once during the current Permit cycle (2007-2012). Historically, catch basins and associated conveyance structures were inspected and maintained as needed. In 2010, Kenmore began conducting inspections of catch basins and associated conveyance structures that are owned or operated by the City. Currently, Bravo Environmental, Inc. conducts Kenmore's catch basin cleaning. Lake Forest Park and King County Roads Maintenance conduct conveyance system maintenance as needed.

Spot Check Inspections

Spot checks of potentially damaged permanent treatment and flow control facilities (other than catch basins) after major (greater than 24-hour-10-year recurrence interval rainfall) storm events are required. Currently, Kenmore contracts with Lake Forest Park to conduct these inspections. Applicable permanent treatment and flow control facilities that could potentially be damaged after major storms are at a risk for the following; high potential for flood damage, high potential for debris accumulation, high potential for control structure failure and/or documented historical problems. Facilities that go into overflow as designed are not considered at risk. Currently, the City inspects many culvert crossings, ditches, roadway areas and facilities susceptible to flooding (Map 2-3) after major storm events.



Publically Maintained Facilities

These flow control and water quality facilities, which are owned and/or operated by the City of Kenmore, are inspected and maintained annually.

Refer to Table 2-1 for more detailed facility information.



CITY OF KENMORE

OMPPM

MAP 2-1

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

UPDATED: 6 MARCH 2012
 \\SurfaceWaterProgramSpecialist\SW_Manuals\10_CoK_OMPPMMAP2_1.pdf

CITY OF KENMORE
PUBLICALLY MAINTAINED FACILITIES

NUMBER	FACILITY ID	PROJECT NAME	ADDRESS	FACILITY TYPE
1	P1976-01	KENMORE LANE	19603 61ST PL NE	TANK
2	P1976-02	UPLAKE VISTA DIV 2	19410 65TH PL NE	TANK
3	P1976-03	UPLAKE VISTA DIV 2	19226 65TH PL NE	TANK
4	P1976-04	CARLA HILLS	7846 NE 145TH ST	TANK
5	P1976-05	CARLA HILLS	14520 78TH AVE NE	TANK
6	P1977-01	BIXBY KNOLLS DIV 1	14926 72ND PL NE	POND
7	P1977-02	BIXBY KNOLLS DIV 1	7203 NE 149TH ST	POND, TRENCH
8	P1978-01	STRAWBERRY HILL	15213 72ND AVE NE	TANK
9	P1978-02	NORTHLAKE HEIGHTS #5	18501 66TH AVE NE	TANK
10	P1978-03	HIGHLAND VISTA	15208 64TH AVE NE	TANK
11	P1979-01	PACIFIC NORTHWEST ESTATES	NE 159TH ST & 71ST AVE NE	TANK
12	P1979-02	SP 0578114, 0578115	20021 60TH AVE NE	TANK
13	P1980-01	PRESTIGE HEIGHTS #2	19003 64TH AVE NE	TANK
14	P1980-02	PRESTIGE HEIGHTS	NE 195TH ST & 62ND AVE NE	TANK
15	P1980-03	PRESTIGE HEIGHTS	19101 62ND AVE NE	TANK
16	P1980-04	PRESTIGE HEIGHTS #2	19009 65TH AVE NE	TANK
17	P1980-05	PRESTIGE HEIGHTS #2	6366 NE 194TH ST	TANK
18	P1980-06	NORTHLAKE HILLS	5820 NE 198TH PL	TANK
19	P1980-07	NORTHLAKE HILLS	19717 60TH AVE NE	TANK
20	P1980-08	FOREST HILLS ESTATES	19007 61ST AVE NE	TANK
21	P1980-09	INGLEWOOD HIGHLANDS	16400 JUANITA DR NE	POND
22	P1981-01	Harbor Village Creek Culvert	6115 NE 175TH ST	ENCLOSED DRAIN
23	P1981-02	SP 1278021	8323 NE 162ND CT	TANK
24	P1981-03	SP 0479040, -041, 0379176, 0180054	5637 NE 200TH PL	TANK
25	P1981-04	MCDONALD HIGHLANDS	NE 151ST ST & ARROWHEAD PT DR	VAULT
26	P1981-05	MCDONALD HEIGHTS TRACT K	6635 NE 151ST ST	TANK, TRENCH
27	P1981-06	MCDONALD HEIGHTS TRACT F	6332 NE 151ST ST	TANK
28	P1981-07	MCDONALD HEIGHTS TRACT H	15033 62ND AVE NE	TANK
29	P1981-08	SP 0980052	19311 59TH PL NE	TRENCH
30	P1982-01	MAPLEBROOK	5830 NE 204TH ST	TANK
31	P1983-01	SP 0183098	7703 NE 167TH ST	TANK
32	P1983-02	BON AIR HEIGHTS	18537 68TH AVE NE	TANK, TRENCH
33	P1983-03	BON AIR HEIGHTS	18616 67TH PL NE	TRENCH
34	P1983-04	BON AIR HEIGHTS	67TH PL NE & NE 185TH ST	TANK
35	P1983-05	SP 0779095	7105 NE 188TH CT	TANK
36	P1983-06	SP 0582068	NE 195TH ST & 76TH AVE NE	POND
37	P1983-07	SP 1083078	8000 NE 149TH ST	TANK, TRENCH
38	P1985-01	FAIRWAY WOODS	16328 INGLEWOOD TERRACE	TANK
39	P1985-02	SP 0484006, SP 0484007	8003 NE 147TH PL	TANK
40	P1986-01	SP 0883087, SP 883088 (MOSHER)	8008 NE 153RD PL	TANK, TRENCH
41	P1986-02	SP 1185057, SP 1285039	7007 NE 153RD PL	POND
42	P1986-03	SP 0985025	15109 84TH AVE NE	TANK
43	P1987-01	SP 0986003	14511 89TH PL NE	TANK
44	P1987-02	KENMORE PLACE NORTH	19606 76TH AVE NE	TANK
45	P1987-03	KENMORE PLACE SOUTH	19518 76TH AVE NE	TANK
46	P1987-11	KC SP 785030	15302 61ST PL NE	DETENTION TANK
47	P1988-01	INGLEWOOD PLACE	16710 JUANITA DR NE	POND
48	P1988-02	RAINBERRY PARK	NE 150TH ST & 78TH AVE NE	TANK
49	P1988-03	BRIGHTON PARK	6186 NE 195TH CT	TANK
50	P1988-04	KSP S0985048, SP S0985049 (NASLUND)	7119 NE 165TH ST	TANK
51	P1989-01	BERKELEY ESTATES	15010 87TH AVE NE	VAULT
52	P1989-02	SP 1286049	14536 88TH AVE NE	TANK
53	P1990-01	Quinault Estates Sediment Vaults	8646 NE 170TH ST	SEDIMENT VAULT
54	P1990-02	SP 0388001 (LINDSTROM/BRANDT SP)	8157 NE 165TH ST	TANK, TRENCH
55	P1990-03	SP S89S0150	16926 72ND AVE NE	TANK
56	P1991-01	Quinault Estates East Sediment Pond	16300 88TH AVE NE	SEDIMENT POND
57	P1991-02	BRYAN PARK	16200 81ST PL NE	TANK
58	P1991-03	BRYAN PARK	8138 NE 161ST PL	TANK
59	P1991-04	SP 1276024	84TH AVE NE & NE 146TH ST	TANK, TRENCH
60	P1991-05	BELMONT LANE	14501 92ND AVE NE	BIOSWALE, TANK
61	P1992-01	AMBER HEIGHTS	8802 NE 150TH ST	TANK
62	P1992-02	AMBER HEIGHTS	14803 88TH AVE NE	BIOSWALE, POND, TRENCH
63	P1992-03	SP S89S0242, SP S89S0243	16507 69TH PL NE	TANK
64	P1992-04	SP S89S0312, SP S89S0313	19433 76TH CT NE	TANK
65	P1992-05	KEARNEY/COOPER SP 0788023	14510 81ST AVE NE	TANK
66	P1993-01	VINCENT COURT	7169 NE 167TH ST	BIOSWALE, TANK
67	P1993-02	INGLEWOOD MEADOWS	7187 NE 165TH PL	BIOSWALE, TANK
68	P1993-03	INGLEWOOD COURT	7110 NE 165TH ST	TANK
69	P1993-04	BELMONT HEIGHTS	8802 NE 145TH ST	BIOSWALE, POND, TRENCH
70	P1994-01	Moorlands Culvert Replacement	16527 74TH AVE NE	CULVERT
71	P1994-02	Quinault Estates West Sediment Pond	8404 NE 169TH ST	SEDIMENT POND
72	P1994-03	BROOKEFIELD DIV 2	7800 NE 147TH ST	BIOSWALE, TANK
73	P1994-04	BROOKEFIELD DIV 2	7800 NE 147TH ST	BIOSWALE, TANK
74	P1994-05	SP S89S0268	15808 81ST AVE NE	TANK
75	P1995-01	THE PARK AT INGLEMOR, TRACT H	8850 NE 160TH PL	TANK, TRENCH
76	P1995-02	THE PARK AT INGLEMOR, TRACT F	9052 NE 160TH PL	TANK, TRENCH
77	P1995-03	THE PARK AT INGLEMOR, TRACT B & F	9050 NE 160TH PL	BIOSWALE, POND, TANK

TABLE 2-1
Updated 3/7/2012

CITY OF KENMORE
PUBLICALLY MAINTAINED FACILITIES

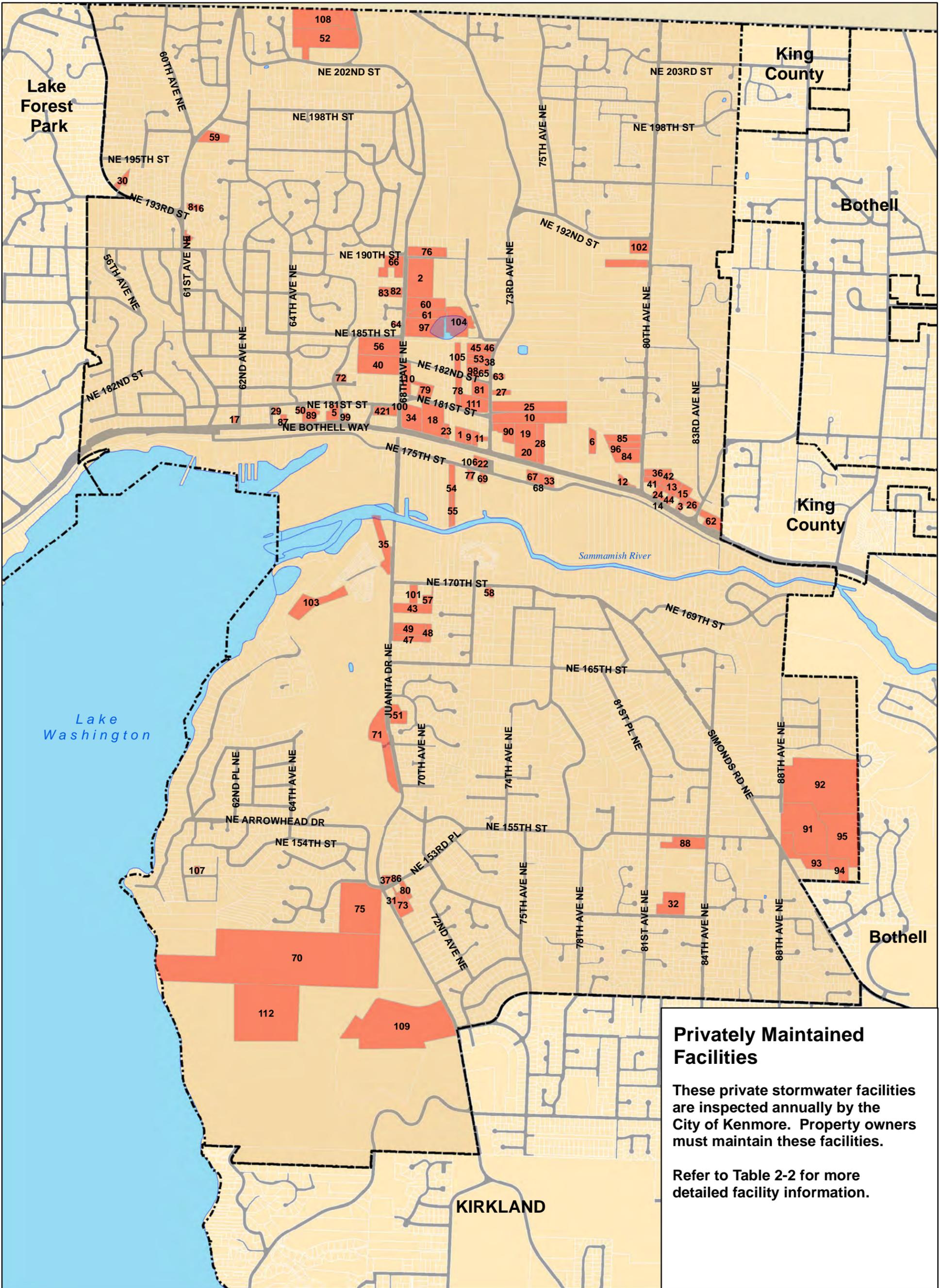
NUMBER	FACILITY ID	PROJECT NAME	ADDRESS	FACILITY TYPE
78	P1995-04	THE PARK AT INGLEMOOR, TRACT A	8800 NE 160TH PL	BIOSWALE, TRENCH
79	P1995-05	EAGLEBROOK II	7235 NE 147TH PL	POND, TRENCH
80	P1996-01	INGLEWOOD ESTATES, TRACT A	14806 78TH AVE NE	BIOSWALE, TRENCH
81	P1996-02	INGLEWOOD ESTATES, TRACT B & D	7858 NE 148TH ST	BIOSWALE, TANK, TRENCH
82	P1997-01	BRUNSDON KCSP S90S046	16100 90TH AVE NE	BIOSWALE, TANK, TRENCH
83	P1997-02	NORTHSHORE GLEN	15233 80TH AVE NE	BIOSWALE, POND, TRENCE
84	P1998-01	AAA 2 YR BOND KCSP L96S0014 (LYLE BLANK)	8034 NE 148TH CT	
85	P1999-01	Wildcliffe Shores Drainage Improvements	16910 72ND AVE NE	SEDIMENT VAULT
86	P1999-02	GREENBACK CIRCLE	7500 NE 203RD PL	BIOSWALE, TANK
87	P1999-03	BERGS LANE	17914 80TH AVE NE	BIOSWALE, TANK
88	P1999-04	LEOPOLD ADDITION	8022 NE 182ND CT	BIOSWALE, TANK
89	P2000-01	RICE SHORT PLAT	8009 NE 148TH LN	TANK
90	P2000-02	SHADOWBROOK NO 1	7908 NE 182ND PL	BIOSWALE, INFILTRATION, POND, TRENCH
91	P2000-03	RIDGELANE	15515 73RD PL NE	VAULT
92	P2000-04	WARBURTON PLAT	16100 JUANITA DR NE	POND
93	P2000-05	HERON ESTATES	19200 76TH PL NE	VAULT
94	P2000-06	NELSON GARDENS TRACT H	19421 79TH CT NE	POND
95	P2000-07	NELSON GARDENS TRACT I	19412 77TH PL NE	POND
96	P2000-08	NELSON GARDENS TRACT J	19411 77TH PL NE	POND
97	P2000-09	JACOBSON NIAD SP	7526 NE 153RD PL	POND
98	P2001-01	LEE SHORT PLAT	NE 203RD ST & 80TH AVE NE	DETENTION PIPE, FROP-T
99	P2001-02	WILLOW CREEK	18012 81ST AVE NE	
100	P2001-03	BERRY PROPERTY PLAT	151XX 85TH AVE NE	VAULT
101	P2001-04	BERRY PROPERTY PLAT	15211 85TH AVE NE	VAULT
102	P2001-05	EMERALD COURT	90XX NE 148TH PL	VAULT
103	P2002-01	CEDARLANE aka DECKER SUBDIVISION (OOSTERWYCK)	16625 72nd Ave NE	POND
104	P2002-02	NOBLE	16190 88TH AVE NE	POND
105	P2002-03	HART PLAT	7500 NE 201ST PL	VAULT
106	P2002-04	BRIDLE PATH	8109 NE 198TH ST	POND
107	P2002-05	BRIDLE PATH	8119 NE 198TH ST	BIOSWALE, VAULT
108	P2002-06	CORT RIDGE	16370 SIMONDS RD NE	BIOSWALE, TANK
109	P2002-07	WESTHILL PLACE	8200 NE 187TH WY	BIOSWALE, TRENCH
110	P2002-08	ASPEN GROVE ESTATES	75XX NE 204TH PL	VAULT, BIOSWALE
111	P2003-01	SHADOWCREEK LONG PLAT	7820 NE 195th Street	VAULT
112	P2003-02	WYNFIELD MEADOWS TRACT E	19919 80th Ave NE	VAULTS (3)
113	P2003-03	WYNFIELD MEADOWS TRACT D	19919 80th Ave NE	VAULTS (3)
114	P2003-04	WYNFIELD MEADOWS TRACT C	19919 80th Ave NE	VAULTS (3)
115	P2003-05	FERNWOOD COURT SHORT PLAT	14715 81st Ave. NE	VAULT
116	P2003-06	BLUEBERRY	6743 NE 201ST PL	VAULT, PUMP
117	P2003-07	CREKESIDE COURT	203XX 83RD PL NE	VAULT
118	P2003-08	KENMORE ESTATES	NE 197TH ST & 80TH AVE NE	VAULT
119	P2003-09	HERONS REACH	78XX NE 197TH ST	VAULT
120	P2003-10	INGLEMOOR COURT	8801 NE 148TH PL	VAULT
121	P2004-01	FEDEROV LONG PLAT	7614/7622 NE 192nd Street	VAULT
122	P2004-02	MICHAELS PLACE	62nd Ave NE & NE 202nd ST	VAULT
123	P2004-03	RIDGEWOOD PLAT (& REPPAS)	16337 Simonds Road NE	VAULT, FILTERS
124	P2004-04	TURNER LONG PLAT	8221 NE 166th Street	VAULT
125	P2004-05	CAMBELL	147xx 88th Ave	VAULT
126	P2004-06	HAWTHORNE GLEN	NE 165TH PL & 85TH PL NE	STORMFILTER VAULT
127	P2004-07	TRADITIONS/ASHTON	149XX 81ST AVE NE	VAULT
128	P2004-08	SCHMIDT	7431 NE 203RD LN	VAULT
129	P2004-09	LUKE LONG PLAT	14706 81st Avenue NE	VAULT
130	P2004-10	QUAILRIDGE LONG PLAT	16504 Simonds Road NE	VAULT
131	P2004-11	EASTWOOD SHORT PLAT	7514 NE 155th Street	POND WITH LINING
132	P2004-12	CLEARWATER LONG PLAT	18117 80th Avenue NE	POND
133	P2004-13	BROADFIR	14848 81ST AVE NE	VAULT
134	P2004-14	FRANCES PARK	812X NE 189TH PL	BIOSWALE, TANK
135	P2004-15	CLIFTON	7603 NE 148TH PL	VAULT
136	P2004-16	LARA LANE	7911 NE 184TH ST	BIOSWALE, POND
137	P2004-17	GARDNER SP	7401 NE 198TH PL	POND
138	P2005-01	BROOKSTONE	18725 82nd Ave NE	VAULT
139	P2005-02	HIMMELMAN PLAT	5522 NE 198th Place	VAULT
140	P2005-03	MCKENZIE PLACE LONG PLAT	19925 75th Ave NE	VAULT
141	P2005-04	MCCANN PROJECT	81xx NE 203rd Street	VAULT
142	P2005-05	BOULDER ESTATES	8001 NE 183RD ST	VAULT
143	P2005-06	LAKE FOREST PARK PLAT	60TH AVE NE & NE 199TH ST	POND
144	P2005-07	UPRIGHT SHORT PLAT	16710 74th Avenue NE	WQ VAULT
145	P2006-01	ARBOR LAND (JACOBSEN)	15021 78TH AVE NE	VAULT
146	P2007-01	Swamp Creek Sediment Pond	19600 73RD AVE NE	SEDIMENT POND
147	P2007-02	HANCOCK	16027 76TH PL NE	CONTECH STORMFILTER
148	P2009-01	522 VAULT 01	8015 NE 175TH ST (ROW)	VAULT
149	P2009-02	522 VAULT 02	7911 NE 175TH ST (ROW)	VAULT
150	P2009-03	522 VAULT 03	7024 NE BOTHELL WAY (ROW)	VAULT
151	P2009-04	522 VAULT 04	6828 NE BOTHELL WAY (ROW)	VAULT
152	P2009-05	522 VAULT 05	6702 NE BOTHELL WAY (ROW)	VAULT
153	P2009-06	522 MH FILTER 01	7204 NE 175TH ST (ROW)	FILTER MANHOLE

TABLE 2-1
Updated 3/7/2012

CITY OF KENMORE
PUBLICALLY MAINTAINED FACILITIES

NUMBER	FACILITY ID	PROJECT NAME	ADDRESS	FACILITY TYPE
154	P2009-07	522 MH FILTER 02	6806 NE 175TH ST (ROW)	FILTER MANHOLE
155	P2009-08	68TH AVE VAULT	18022 68TH AVE NE (ROW)	VAULT
156	P2009-09	73 RD AVE POND 01	18816 73RD AVE NE	POND
157	P2009-10	73RD AVE POND 02	19040 73RD AVE NE	POND
158	P2009-11	73RD AVE FILTER VAULT	18727 73RD AVE NE (ROW)	VAULT
159	P2009-12	CAREFREE HOMES	7621 NE 170TH ST	CONTECH STORMFILTER
160		PARSON SHORT PLAT	80TH AND 190TH	FLOW SPREADER

TABLE 2-1
Updated 3/7/2012



Privately Maintained Facilities

These private stormwater facilities are inspected annually by the City of Kenmore. Property owners must maintain these facilities.

Refer to Table 2-2 for more detailed facility information.

0 0.25 0.5 Miles

0 2,100 Feet



CITY OF KENMORE

OMPPM

MAP 2-2

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

UPDATED: 5 MARCH 2012
 \\SurfaceWaterProgramSpecialist\SW_Manuals\10_CoK_OMPPMMAP2_2.pdf

CITY OF KENMORE
PRIVATELY MAINTAINED FACILITIES

NUMBER	FACILITY ID	CITY PLANNING ID	PROJECT NAME	ADDRESS	FACILITY TYPE
1	R1983-01		BANK OF AMERICA	7110 NE BOTHELL WY	POND
2	R1983-02		THE TIMBERS AT KENMORE	18810 68TH AVE NE	POND, TANK
3	R1983-03		KENMORE INN MOTEL	8202 NE BOTHELL WY	TANK
4	R1983-04		SHORELINE SAVINGS (WA MUTUAL)	6701 NE 181ST ST	VAULT
5	R1983-05		US BANK	6460 NE BOTHELL WY	TRENCH
6	R1983-06		KENMORE LANES	7638 NE BOTHELL WY	TANK, TRENCH
7	R1983-07		BROOKSIDE APARTMENTS	19020 61ST AVE NE	TRENCH
8	R1983-08		CASA 61 APARTMENTS	6106 NE 192TH PL	TRENCH
9	R1983-09		JIFFY LUBE	7204 NE BOTHELL WY	TANK
10	R1983-10		KC FIRE DIST 16, STATION 1	18030 73RD AVE NE	POND, TRENCH
11	R1983-11		MCDONALDS 046/0081	7234 NE BOTHELL WY	POND, TANK
12	R1983-12		MR T'S TROPHIES	7900 NE BOTHELL WY	POND
13	R1983-13		FOURPLEX APARTMENTS	17612-17624 80TH CT NE	POND
14	R1983-14		T&D MACHINE	8030 NE BOTHELL WY	POND
15	R1983-15		KEN MAR APARTMENTS	8044 NE BOTHELL WY	TRENCH
16	R1984-01		RIVERPARK APARTMENTS	6116 NE 192ND PL	POND, TRENCH
17	R1984-02		JET CITY PRINTING, INC	6134 NE BOTHELL WY	POND
18	R1984-03		SAFEWAY STORE #3500	6850 NE BOTHELL HWY	TANK, VAULT
19	R1984-04		KENMORE PARK & RIDE	7346 NE BOTHELL WY	TANK
20	R1984-05		KENMORE PARK & RIDE	7346 NE BOTHELL WY	
21	R1984-06		PRIME PACIFIC BANK	6717 NE 181ST ST	TANK
22	R1984-07		VOLKSWAGEN REPAIR	7204 NE 175TH ST	POND, TANK
23	R1984-08		7016 BOTHELL WY RETAIL CENTER	7016 NE BOTHELL WY	TRENCH
24	R1984-09		BOTHELL SKI AND BIKE	8020 NE BOTHELL WY	TANK
25	R1984-10		KC PRECNT 2, KENMORE	18118 73RD AVE NE	
26	R1984-11		FERNWOOD TRAIL APARTMENTS	17515, 17519, 17523, 17527 83RD PL NE	TANK
27	R1984-12		KENMORE LIBRARY	18138 73RD AVE NE	POND
28	R1984-13		KENMORE COMMUNITY CHURCH	7504 NE BOTHELL WY	POND
29	R1984-14		NORTHLAKE VIEW CONDOS	6303 NE 181ST ST	TANK
30	R1985-01		WINSOME TRADING CO	19314 56TH AVE NE	POND, TRENCH
31	R1985-02		ROCKY'S CORNER FOOD STORE	15012 JUANITA DR NE	TANK
32	R1985-03		NORTHSHORE UTILITY DISTRICT	8350 NE 150TH ST	POND, TRENCH
33	R1985-04		CFN PROPERTIES	7534 NE 175TH ST	
34	R1985-05		KENMORE STOREFRONT	6830 BOTHELL HWY NE	TANK
35	R1985-06		INGLEWOOD VILLAGE #3	6800 INGLEWOOD RD NE	POND, TRENCH
36	R1986-01		EVERGREEN MANOR TOWNHOMES	8001 NE 177TH CT	TANK
37	R1986-02		ELITE MARTIAL ARTS & FAMILY SUCCESS CENTER	6810 NE 153RD PL	TANK
38	R1987-01		73RD AVE APARTMENTS	18235 73RD AVE NE	TRENCH
39	R1987-02		73RD AVE APARTMENTS	18235 73RD AVE NE	TRENCH
40	R1987-03		NORTHSHORE PARK & RIDE	68TH AVE NE & NE 182ND ST	TANK
41	R1987-04		KENMORE VILLAGE APTS (W SYSTEM)	17620 80TH AVE NE	TANK
42	R1987-05		KENMORE VILLAGE APTS (E SYSTEM)	17620 80TH AVE NE	TANK
43	R1987-06		VERMONT CONDOS	16724 JUANITA DR NE	POND
44	R1988-01		SUDS CITY NORTH CAR WASH	17606 80TH CT NE	TANK
45	R1988-02		REGENTS WALK APARTMENTS	18249 73RD AVE NE	
46	R1988-03		REGENTS WALK APARTMENTS	18249 73RD AVE NE	TRENCH
47	R1988-04		INGLEWOOD FOREST APTS	16600 JUANITA DR NE	TANK
48	R1988-05		INGLEWOOD FOREST APTS	16600 JUANITA DR NE	TANK

TABLE 2-2
Updated 3/7/2012

CITY OF KENMORE
PRIVATELY MAINTAINED FACILITIES

NUMBER	FACILITY ID	CITY PLANNING ID	PROJECT NAME	ADDRESS	FACILITY TYPE
49	R1988-06		INGLEWOOD FOREST APTS	16636 JUANITA DR NE	TANK
50	R1989-01		SHERWIN WILLIAMS PAINT	6410 NE BOTHELL HWY	TANK
51	R1989-02		SPRINGTIME CHRISTIAN DAYCARE	16114 JUANITA DR NE	POND
52	R1991-01		KENMORE JR HIGH SCHOOL	20323 66TH AVE NE	TANK
53	R1992-01		SUNRIDGE ESTATES	18241 73RD AVE NE	TRENCH
54	R1992-02		SC WAREHOUSE	7027 NE 175TH ST	TRENCH
55	R1992-03		SC WAREHOUSE	7023 NE 175TH ST	TRENCH
56	R1992-04		COVENTRY PLACE APARTMENTS	6700 NE 182ND ST	TANK
57	R1992-05		CEDAR LANE TOWNHOMES	6923-6945 NE 170TH ST	TANK
58	R1992-06		VERIZON BLDG SIMONDS RD RSU (2332B01)	7215 NE 170TH ST	TANK, TRENCH
59	R1992-07		FOREST PARK ESTATES	19616 61ST PL NE	POND
60	R1992-08		KENMORE SELF STORAGE	18550 68TH AVE NE	TANK
61	R1992-09		KENMORE MINI-STORAGE	18550 68TH AVE NE	TANK
62	R1992-10		NORTHPOINTE HIGHLANDS APTS	17512 83RD PL NE	BIOSWALE, TANK, TRENCH
63	R1994-01		PARKSIDE CONDOMINIUMS	18210 73RD AVE NE	TRENCH
64	R1994-02		NORTHLAKE CONDOMINIUMS	18523 68TH AVE NE	TANK
65	R1995-01		18 UNIT APARTMENTS	18223 73RD AVE NE	BIOSWALE, INFILTRATION, TANK
66	R1995-02		CEDAR PARK NORTHSHORE	18737 68TH AVE NE	TANK
67	R1995-03		PACIFIC TOPSOILS, INC	7500 NE 175TH ST	TRENCH
68	R1995-04		BUSINESS PARK	7504 NE 175TH ST	TRENCH
69	R1995-05		LAKWOOD CONDOMINIUM	7223 NE 175TH ST	TANK
70	R1996-01		ST EDWARD PARK	14445 JUANITA DR NE	POND
71	R1996-02		CANTERBURY AT INGLEWOOD	16000 67TH LN NE	BIOSWALE, TANK
72	R1997-01		KENMORE FAMILY MEDICAL CENTER	18208 66TH AVE NE	TANK
73	R1998-01	MF98-001	ARROWHEAD VISTA	15000 Juanita Drive	PRIVATE VAULT
74	R1998-02	MF98-001	ARROWHEAD VISTA	15000 Juanita Drive	PRIVATE VAULT
75	R1998-03		ARROWHEAD ELEMENTARY SCHOOL	6701 NE 151ST ST	TANK
76	R1999-01	MF99-003	EMILY LANE	19010 68th Ave. NE	PRIVATE VAULT
77	R1999-02	MF99-002	KENMORE 10 UNIT APARTMENTS (TRAILSIDE)	7121 NE 175th Street	PRIVATE DETENTION TANK
78	R1999-03	MF99-001	SENIOR AND FAMILY HOUSING	7025 NE 182nd St.	PRIVATE VAULT
79	R1999-04		PEOPLE SELF STORAGE	6908 NE 181ST ST	TANK
80	R1999-05		INGLEWOOD HEIGHTS APTS	6835 NE 153RD PL	TANK
81	R1999-06		SPRING ESTATES SENIOR LIVING	7221 NE 182ND ST	BIOSWALE, TRENCH
82	R1999-07		NORTHLAKE GROVE APARTMENTS (VAULT 1)	18725 68TH AVE NE	VAULT
83	R1999-08		NORTHLAKE GROVE APARTMENTS (VAULT 2)	18725 68TH AVE NE	BIOSWALE, VAULT
84	R2001-01	MF01-001	AURIA TOWNHOUSES (CREEKSIDE)	80th Avenue NE	PRIVATE VAULT
85	R2001-02	MF01-003	KENMORE 19 TOWNHOMES or BLUE HERON RIDGE	NE 179th Place & 80th Ave New	PRIVATE VAULT
86	R2001-03	MF01-002	SMILOWECZ FAMILY (TROON TERRACE)	NE 153rd Place	PRIVATE VAULT
87	R2001-04	CSP01-003	TAI HO	6312 Bothell Way	PRIVATE DETENTION TANK
88	R2001-05		ROMANIAN PENTECOSTAL CHURCH	8315 NE 155TH ST	BIOSWALE, TRENCH
89	R2001-06		OSTRUM'S DRUG AND GIFT	6414 NE BOTHELL WY	TANK
90	R2002-01	PRE02-010	KENMORE PARK AND RIDE	73rd Ave NE & SR 522	PRIVATE VAULT
91	R2002-02		INGLEMOOR HIGH SCHOOL	15252 SIMONDS RD NE	TANK
92	R2002-03		INGLEMOOR HIGH SCHOOL	15252 SIMONDS RD NE	BIOSWALE
93	R2002-04		INGLEMOOR HIGH SCHOOL	15252 SIMONDS RD NE	TANK
94	R2002-05		INGLEMOOR HIGH SCHOOL	15252 SIMONDS RD NE	BIOSWALE
95	R2002-06		INGLEMOOR HIGH SCHOOL - STADIUM	15252 SIMONDS RD NE	BIOSWALE, TANK
96	R2002-07		PENDLETON CONDOMINIUMS	17827 80TH AVE NE	BIOSWALE, TRENCH
97	R2002-08		NORTHSHORE UTILITY DISTRICT SERVICE CENTER	6830 NE 185TH ST	POND

TABLE 2-2
Updated 3/7/2012

CITY OF KENMORE
PRIVATELY MAINTAINED FACILITIES

NUMBER	FACILITY ID	CITY PLANNING ID	PROJECT NAME	ADDRESS	FACILITY TYPE
98	R2003-01	MSP03-048	WALLACE CREEK APARTMENTS	7206 NE 182nd Street	PRIVATE DETENTION TANK
99	R2003-02	CSP03-130	PAGLIACCI	6504 NE BOTHELL WAY	PRIVATE STORMWATER FILTER CB
100	R2003-03		TACO TIME	18029 68TH AVE NE	POND
101	R2003-04		WATERFORD SQUARE CONDOMINIUMS	6831 NE 170TH ST	VAULT
102	R2003-05		WORSHIP CENTER	7915 NE 192ND ST	BIOSWALE, TANK
103	R2004-01	CG04-017	INGLEWOOD GOLF COURSE	Inglewood Road NE (private)	PRIVATE DETENTION TANK
104	R2004-02	CSP04-028	NORTHSHORE TOWNHOMES	71st Ave NE at NE 185th Street	PRIVATE VAULT
105	R2005-01	CSP05-062	COPPER LANTERN CONDOS	7026 NE 182nd Street	PRIVATE DETENTION TANK
106	R2005-02	CSP05-088	GB SYSTEMS	7202 NE 175th Street	PRIVATE DETENTION TANK
107	R2005-03		HOOVER	6110 NE 152ND ST	TANK
108	R2007-01	CSP07-057	KENMORE JR HIGH PHASE II IMPROVEMENTS	20323 66th Ave NE	PRIVATE WQ VAULT/RAIN GARDEN
109	R2008-01	CSP08-046	BASTYR UNIVERSITY HOUSING PROJECT	14500 Juanita Drive NE	PRIVATE VAULT
110	R2008-02	CSP08-036	CITY HALL	18120 68th Ave NE	PRIVATE WQ VAULT
111	R2008-03	CSP08-026	NSFD HEADQUARTERS PROJECT	7114 NE 181st Street	PRIVATE VAULT
112	R2008-04	CG08-039	ST EDWARDS STATE PARK SEMINARY	14445 Juanita Drive NE	PRIVATE WQ VAULT

TABLE 2-2
Updated 3/7/2012



Storm Spot Checks

The sections highlighted in orange are inspected after major storms.

0 0.25 0.5 Miles

0 2,100 Feet



CITY OF KENMORE

OMPPM

MAP 2-3

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

UPDATED: 7 MARCH 2012
 \\SurfaceWaterProgramSpecialist\SW_Manuals\10_CoK_OMPPMMAP2_3.pdf

SECTION 3 – O&M WORKSHEETS

O&M Worksheets were developed by Kenmore to outline certain practices that are followed to reduce the impacts associated with runoff from streets, parking lots, roads or highways owned or maintained by Kenmore. O&M Worksheets also describe which Best Management Practices (BMPs) are used when conducting road maintenance activities that reduce or prevent pollutants in runoff. Currently, O&M Worksheets address O&M activities organized into the following 10 categories, consisting of:

- (1) Pipe cleaning,
- (2) Cleaning of culverts that convey stormwater in ditch systems,
- (3) Ditch maintenance,
- (4) Street cleaning,
- (5) Road repair and resurfacing, including pavement grinding,
- (6) Snow and ice control,
- (7) Utility installation,
- (8) Pavement striping maintenance,
- (9) Maintaining roadside areas, including vegetation management, and
- (10) Dust control.

The O&M performance worksheet for each category is broken down into:

Description – A short description of what typical maintenance in the category includes.

Procedural Criteria – A general description of Kenmore practices that promote proper structure operation and reduces stormwater impacts associated with runoff.

Maintenance Standard – Any applicable maintenance standards are referenced in this section. Maintenance standards are differentiated from procedural criteria by the fact that they have a numeric threshold versus un-quantified observations (i.e. clean a structure when you have x amount of material versus clean a structure when material accumulation is judged to be an issue). Currently, maintenance standards only apply to flow control and water quality stormwater facilities and stormwater conveyance structures.

Current Contracts – Many activities are contracted to outside agencies or companies. This section will reference the appropriate entity contracted to do the activity. Companies or agencies conducting work in Kenmore are expected to comply with Kenmore and Permit regulations.

Policy, Procedure, BMP – This section outlines what policies, procedures or BMPs are applicable to road maintenance activities conducted by Kenmore or contracted businesses/agencies. This section often references the Regional Road Maintenance Program Guidelines, which can be found on King County's webpage (<http://www.kingcounty.gov>).

CATEGORY 1 – Pipe Cleaning

City of Kenmore O&M WORKSHEET CATEGORY 1 – PIPE CLEANING
<p>DESCRIPTION: Removal of dirt, debris and other materials from enclosed drainage systems by using a vactor with a jet rodder.</p>
<p>PROCEDURAL CRITERIA: Enclosed drainage systems should be cleaned of trash, debris, sediment and/or any other material when they are functionally restricted.</p>
<p>MAINTENANCE STANDARD (if applicable): King County Surface Water Design Manual, Appendix A, Section 6 – Conveyance Pipes and Ditches (also in found in appendix A of this manual)</p>
<p>Current Contracts (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Bravo Environmental (98-C11) • King County Roads Maintenance ILA (98-C15)
<p>Maintenance BMP:</p> <p>Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: Maintenance Category #3 – Cleaning enclosed drainage systems Part 2 BMPs (2.166) – Vactoring</p> <p>Have all applicable environmental/regulatory permits on site during project.</p> <p>Have spill kits available.</p> <p>Monitor BMPs during and following project until site conditions stabilize.</p> <p>Remove BMPs according to RRMPG.</p>

CATEGORY 2 – Cleaning of Culverts that Convey Stormwater in Ditch Systems

City of Kenmore O&M WORKSHEET CATEGORY 2 – CLEANING OF CULVERTS THAT CONVEY STORMWATER IN DITCH SYSTEMS
DESCRIPTION: Removal of dirt, debris and other materials from culverts by using a vactor with a jet rodder.
PERFORMANCE CRITERIA: Culverts should be cleaned of trash, debris, sediment and/or any other material when they are functionally restricted.
MAINTENANCE STANDARD (if applicable): King County Surface Water Design Manual, Appendix A, Section 6 – Conveyance Pipes and Ditches (also in found in appendix A of this manual)
Current Contracts (Updated JAN 2010): <ul style="list-style-type: none"> • Bravo Environmental (98-C11) • King County Roads Maintenance ILA (98-C15)
Policy, Procedure, BMP: Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: Maintenance Category #3 – Cleaning enclosed drainage systems Part 2 BMPs (2.166) – Vactoring Have all applicable environmental/regulatory permits on site during project. Have spill kits available. Monitor BMPs during and following project until site conditions stabilize. Remove BMPs according to RRMPG.

CATEGORY 3 – Ditch Maintenance

City of Kenmore O&M WORKSHEET CATEGORY 3 – DITCH MAINTENANCE
<p>DESCRIPTION: All ditch maintenance activities using a front end loader, a Drott or a backhoe.</p>
<p>PERFORMANCE CRITERIA: Ditches should be routinely maintained to ensure adequate roadside drainage. Bucket ditching should be performed when using a road grader in impractical due to: extreme depth of ditch, short distances between culverts or spot cleaning.</p>
<p>MAINTENANCE STANDARD (if applicable): King County Surface Water Design Manual, Appendix A, Section 6 – Conveyance Pipes and Ditches (also in found in appendix A of this manual)</p>
<p>Current Contracts (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Lake Forest Park ILA (00-C48, 00-C86) • King County Roads Maintenance ILA (98-C15)
<p>Policy, Procedure, BMP:</p> <p>Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: Maintenance Category #4 – Open drainage systems</p> <p>Have all applicable environmental/regulatory permits on site during project.</p> <p>Have spill kits available.</p> <p>Monitor BMPs during and following project until site conditions stabilize.</p> <p>Remove BMPs according to RRMPG.</p>

CATEGORY 4 – Street Cleaning

City of Kenmore O&M WORKSHEET CATEGORY 4- STREET CLEANING
<p>DESCRIPTION: Removal of dirt, debris and other material by vacuum sweeping. Removal of sand after snow and ice control operations.</p>
<p>PERFORMANCE CRITERIA: Sweeping provides a safe roadway surface for the traveling public, minimizes contamination of stormwater and reduces airborne dust. Roadways should be swept when they begin to show an accumulation of material and after snow and ice control operations where sand has been used.</p>
<p>MAINTENANCE STANDARD (if applicable):</p> <ul style="list-style-type: none"> • Not applicable
<p>Current Contracts (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Lake Forest Park ILA (00-C48, 00-C86) • King County Roads Maintenance ILA (98-C15) • Fields Power Sweeping (09-C770)
<p>Policy, Procedure, BMP:</p> <p>Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: Maintenance Category #8 – Street surface cleaning Part 2 BMPs (2.152) – Sweeping</p> <p>Have all applicable environmental/regulatory permits on site during project.</p> <p>Have spill kits available.</p> <p>Monitor BMPs during and following project until site conditions stabilize.</p> <p>Remove BMPs according to RRMPG.</p>

CATEGORY 5 – Road Repair and Resurfacing, Including Pavement Grinding

City of Kenmore O&M WORKSHEET CATEGORY 5 – ROAD REPAIR AND RESURFACING, INCLUDING PAVEMENT GRINDING
<p>DESCRIPTION: Repair, replace, install or maintain roadway surfaces. Activities include, but are not limited to: pothole and square cut patching; removing paved surface or roadway base; repairing roadway base; repaving; adding gravel or grading roads; access roads, or ROW surfaces; dust control; extending pavement edge; paving graveled shoulder; crack sealing; overlay; chip seal; and resurfacing.</p>
<p>PERFORMANCE CRITERIA: Road repairs are performed to provide a safe roadway surface for the traveling public and to reduce further roadway deterioration or failure. Potholes are repaired as they occur within established guidelines to reduce accidents, vehicle damage and adverse environmental impacts.</p>
<p>MAINTENANCE STANDARD (if applicable):</p> <ul style="list-style-type: none"> • Not Applicable
<p>Current Contracts (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Lake Forest Park ILA (00-C48, 00-C86) • King County Roads Maintenance ILA (98-C15)
<p>Policy, Procedure, BMP:</p> <p>Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: Maintenance Category #1 – Roadway surface Maintenance Category #12 – Concrete</p> <p>Have all applicable environmental/regulatory permits on site during project.</p> <p>Have spill kits available.</p> <p>Monitor BMPs during and following project until site conditions stabilize.</p> <p>Remove BMPs according to RRMPG.</p>

CATEGORY 6 – Snow and Ice Control

City of Kenmore O&M WORKSHEET CATEGORY 6 – SNOW AND ICE CONTROL
<p>DESCRIPTION: Road maintenance crews are responsible for sanding and plowing operations during periods of freezing weather. Snow and ice removal is considered to be work of such importance that it is classified as an emergency operation. Safety for the traveling public and road department personnel shall be given primary consideration at all times. Snow and ice removal reduces vehicle accidents that may adversely impact sensitive areas. Post-event cleanup is considered a continuation of the event and removal of sediment from the road surface reduces sediment loading and preserves water quality.</p>
<p>PERFORMANCE CRITERIA: Snow and ice control is performed during periods of freezing weather when slippery road conditions pose a risk to the safety of the traveling public.</p>
<p>MAINTENANCE STANDARD (if applicable):</p> <ul style="list-style-type: none"> • Not Applicable
<p>Current Contracts (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Lake Forest Park ILA (00-C48, 00-C86) • King County Roads Maintenance ILA (98-C15)
<p>Policy, Procedure, BMP:</p> <p>Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: Maintenance Category #10 – Snow and ice control</p> <p>Have all applicable environmental/regulatory permits on site during project.</p> <p>Have spill kits available.</p> <p>Monitor BMPs during and following project until site conditions stabilize.</p> <p>Remove BMPs according to RRMPG.</p>

CATEGORY 7 – Utility Installation

City of Kenmore O&M WORKSHEET CATEGORY 7 – UTILITY INSTALLATION
<p>DESCRIPTION: Water and sewer utilities are owned and operated, within Kenmore ROW, by the Northshore Utility District. Electric and gas utilities are owned and operated, within Kenmore ROW, by PSE. Communication utilities are owned and operated, within Kenmore ROW, by various companies.</p>
<p>PERFORMANCE CRITERIA: Utility maintenance is required to provide a safe and consistent service of water, sewer, power and communications in Kenmore. Utility work is administered through Right-of-Way permits via a contract with King County Department of Development Services (DDES).</p>
<p>MAINTENANCE STANDARD (if applicable):</p> <ul style="list-style-type: none"> • Not Applicable
<p>Current Contracts (Updated JAN 2010):</p> <ul style="list-style-type: none"> • King County ILA (98-C3)
<p>Policy, Procedure, BMP:</p> <p>Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: Maintenance Category #1 – Roadway surface Maintenance Category #12 – Concrete Maintenance Category #13 – Sewer Systems Maintenance Category #14 – Water Systems</p> <p>Have all applicable environmental/regulatory permits on site during project.</p> <p>Have spill kits available.</p> <p>Monitor BMPs during and following project until site conditions stabilize.</p> <p>Remove BMPs according to RRMPG.</p>

CATEGORY 8 – Pavement Striping Maintenance

City of Kenmore O&M WORKSHEET CATEGORY 8 – PAVEMENT STRIPING MAINTENANCE
DESCRIPTION: Pavement striping is required for a functioning and safe roadway.
PERFORMANCE CRITERIA: Pavement striping maintenance is needed when existing (or lack of) striping impairs the function and/or safety of the roadway.
MAINTENANCE STANDARD (if applicable): <ul style="list-style-type: none"> • Not Applicable
Current Contracts (Updated JAN 2010): <ul style="list-style-type: none"> • King County Roads Maintenance ILA (98-C15)
Policy, Procedure, BMP: Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: Maintenance Category #1 – Roadway surface Follow state and federal guidelines for handling paint and other traffic marking materials. Stripe roadways in dry weather. Have all applicable environmental/regulatory permits on site during project. Have spill kits available. Monitor BMPs during and following project until site conditions stabilize. Remove BMPs according to RRMPG.

CATEGORY 9 – Maintaining Roadside Areas, Including Vegetation Management

City of Kenmore O&M WORKSHEET CATEGORY 9 – MAINTAINING ROADSIDE AREAS, INCLUDING VEGETATION MANAGEMENT
DESCRIPTION: Maintenance on roadside areas improve drainage, restore proper grade, restore filtering capability, maintain vegetation to provide adequate sight distance, smooth rutting and remove buildup of sediment before entering drainage system.
PERFORMANCE CRITERIA: Maintenance of roadside areas is needed when proper drainage is compromised, sight distance is below acceptable levels or roadway safety is being impaired.
MAINTENANCE STANDARD (if applicable): <ul style="list-style-type: none"> • Not Applicable
Current Contracts (Updated JAN 2010): <ul style="list-style-type: none"> • Lake Forest Park ILA (00-C48, 00-C86) • King County Roads Maintenance ILA (98-C15)
Policy, Procedure, BMP: Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: Maintenance Category #1 – Roadway surface Maintenance Category #7 – Gravel Shoulders Maintenance Category #15 – Vegetation Have all applicable environmental/regulatory permits on site during project. Have spill kits available. Monitor BMPs during and following project until site conditions stabilize. Remove BMPs according to RRMPG.

CATEGORY 10 – Dust Control

City of Kenmore O&M WORKSHEET CATEGORY 10 – DUST CONTROL
<p>DESCRIPTION: Dust control is the use of water, products and/or measures for reducing wind erosion. Particles moved by wind may cause air pollution, soil loss and/or water quality degradation.</p>
<p>PERFORMANCE CRITERIA: Any maintenance activity that has the potential to produce dust or any kind of airborne matter needs to apply dust control BMPs.</p>
<p>MAINTENANCE STANDARD (if applicable):</p> <ul style="list-style-type: none"> • Not Applicable
<p>Current Contracts (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Applicable to any work in Kenmore.
<p>Policy, Procedure, BMP:</p> <p>Refer to the BMPs in the Regional Road Maintenance Program Guidelines (RRMPG) for proper actions: All maintenance categories. Part 2 BMPs (2.61) – Dust Control</p> <p>Have all applicable environmental/regulatory permits on site during project.</p> <p>Have spill kits available.</p> <p>Monitor BMPs during and following project until site conditions stabilize.</p> <p>Remove BMPs according to RRMPG.</p>

SECTION 4 – LAND PRACTICES

Section 4 outlines policies and procedures that reduce pollutants in discharges on all lands owned or maintained by Kenmore and subject to the Permit, including but not limited to: parks, open space, road right-of-way, maintenance yards and stormwater treatment and flow control facilities. Currently, these policies and procedures address:

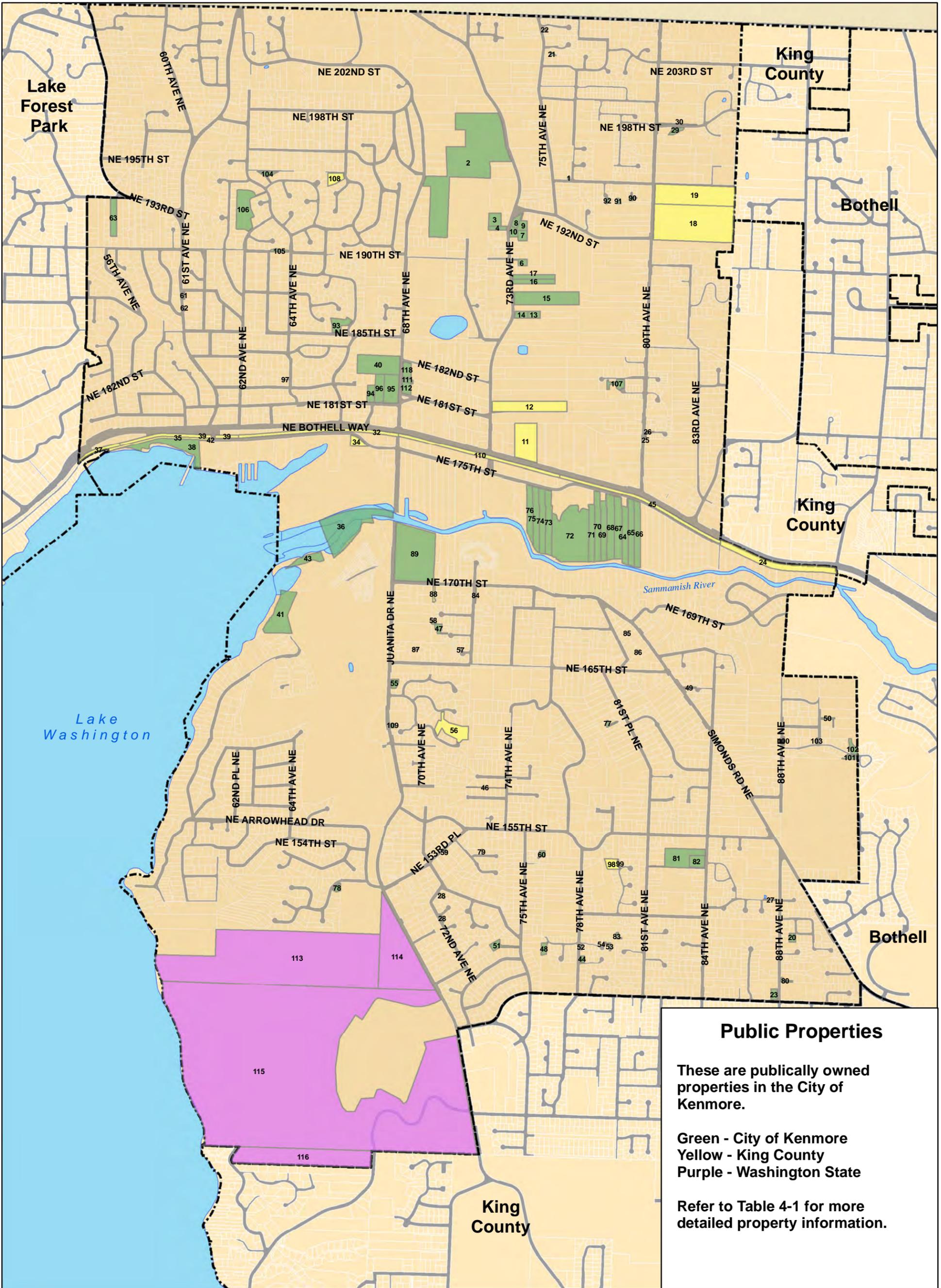
- (1) Application of fertilizer, pesticides, and herbicides,
- (2) Sediment and erosion control,
- (3) Landscape maintenance and vegetation disposal,
- (4) Trash management, and
- (5) Building exterior cleaning and maintenance.

Kenmore owns approximately 84 properties in addition to all of the Right-of-Way (See Map 4-1, Table 4-1). King County owns approximately 29 properties in Kenmore and is responsible for O&M of these properties (and any other requirements set forth by King County's Phase I Permit). Washington State owns four properties in Kenmore (St. Edwards Park) and is responsible for O&M on these parcels. Kenmore does not own or maintain any maintenance yards; however Kenmore does utilize the Lake Forest Park maintenance yard located in Lake Forest Park, WA. Lake Forest Park maintains a Stormwater Pollution Prevention Plan (SWPPP) for that facility. Kenmore and Lake Forest Park store sweeper materials at Rhododendron Park before transporting it to a proper disposal facility. A SWPPP for this storage facility is provided in Section 6.

Kenmore has adopted the 2009 Kenmore Stormwater Pollution Prevention Manual which outlines Best Management Practices (BMPs) for property and business owners in Kenmore. BMPs may be schedules of activities, prohibitions of practices, physical structures, maintenance procedures and other management practices undertaken to reduce or prevent increases in runoff quantity and pollution.

Additional policies relating to the application of fertilizers (including nutrients and soil amendments) are detailed in the Nutrient Management Plan (Appendix B).

Additional policies relating to the application of herbicides and pesticides are detailed in the Integrated Pest Management Plan (Appendix C).



Public Properties

These are publically owned properties in the City of Kenmore.

- Green - City of Kenmore
- Yellow - King County
- Purple - Washington State

Refer to Table 4-1 for more detailed property information.

0 0.25 0.5 Miles

0 1,830 Feet



CITY OF KENMORE

OMPPM

MAP 4-1

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

UPDATED: 27 JAN 2010

\\SurfaceWaterProgramSpecialist\SW_Manuals\10_CoK_OMPPMMAP4_1.pdf

CITY OF KENMORE
PUBLIC PROPERTIES

OMPPM MAP ID	PIN	TAXPAYER	Description	Name
1	0114100074	CITY OF KENMORE	UNDEVELOPED LAND	
2	0114100205	CITY OF KENMORE	STORMWATER FACILITY	DRC118
3	0114100240	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
4	0114100241	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
5	0114100244	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
6	0114100700	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
7	0114100703	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
8	0114100704	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
9	0114100706	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
10	0114100708	CITY OF KENMORE	STORMWATER FACILITY	DRC125
11	0114100920	KING COUNTY	DEVELOPED PARCEL/STORMWATER FACILITY	PARK & RIDE/D95752
12	0114100955	KING COUNTY	PRECINCT/STORMWATER FACILITY	D95828
13	0114100995	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
14	0114100997	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
15	0114101000	CITY OF KENMORE	UNDEVELOPED LAND	SWAMP CREEK PROPERTIES
16	0114101005	CITY OF KENMORE	STORMWATER FACILITY	
17	0114101012	CITY OF KENMORE	STORMWATER FACILITY	DRC124
18	0126049013	KING COUNTY	INDUSTRIAL FACILITY	BRIGHTWATER
19	0126049107	KING COUNTY	INDUSTRIAL FACILITY	BRIGHTWATER
20	0200300320	CITY OF KENMORE	STORMWATER FACILITY	D91846
21	0253600220	CITY OF KENMORE	STORMWATER FACILITY	D92633
22	0293720280	CITY OF KENMORE	STORMWATER FACILITY	D92930
23	0704450300	CITY OF KENMORE	STORMWATER FACILITY	D92164
24	0726059053	KING COUNTY	ACTIVE PARK	BURKE-GILMAN TRAIL
25	0762000110	CITY OF KENMORE	ROW ACQUISITION	WILLOW CREEK PLAT
26	0762000120	CITY OF KENMORE	ROW ACQUISITION	WILLOW CREEK PLAT
27	0766900350	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
28	0837000170	KING COUNTY	STORMWATER FACILITY	D90109
29	1088650560	CITY OF KENMORE	STORMWATER FACILITY	D90110
30	1088650570	CITY OF KENMORE	UNDEVELOPED LAND	
32	1126049008	KING COUNTY	ACTIVE PARK	BURKE-GILMAN TRAIL
34	1126049133	KING COUNTY	INDUSTRIAL FACILITY	PUMP STATION
35	1126049140	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	BURKE-GILMAN TRAIL
36	1126049142	CITY OF KENMORE	UNDEVELOPED LAND	INGLEWOOD WETLANDS
37	1126049144	KING COUNTY		
38	1126049148	CITY OF KENMORE	ACTIVE PARK	LOG BOOM PARK
39	1126049151	KING COUNTY	ACTIVE PARK	BURKE-GILMAN TRAIL
40	1126049152	CITY OF KENMORE	ACTIVE PARK	BURKE-GILMAN TRAIL
41	1126049160	CITY OF KENMORE	UNDEVELOPED LAND	INGLEWOOD WETLANDS
42	1126049166	CITY OF KENMORE	ACTIVE PARK	LOG BOOM PARK
43	1126049174	CITY OF KENMORE	UNDEVELOPED LAND	INGLEWOOD WETLANDS
44	1137610170	CITY OF KENMORE	STORMWATER FACILITY	D92210
45	1226049014	KING COUNTY	ACTIVE PARK	BURKE-GILMAN TRAIL
46	1326049192	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
47	1472330120	CITY OF KENMORE	STORMWATER FACILITY	D92897
48	1635500260	CITY OF KENMORE	STORMWATER FACILITY	92904
49	1762800090	KING COUNTY	UNDEVELOPED LAND	
50	1826059118	CITY OF KENMORE	STORMWATER FACILITY	D92530
51	2140700240	CITY OF KENMORE	STORMWATER FACILITY	D92491
52	3578200140	CITY OF KENMORE	STORMWATER FACILITY	D92429
53	3578200150	CITY OF KENMORE	STORMWATER FACILITY	D92430
54	3578200160	CITY OF KENMORE	STORMWATER FACILITY	D92430
55	3579000830	CITY OF KENMORE	STORMWATER FACILITY	D90925
56	3579000850	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
57	3582100100	CITY OF KENMORE	STORMWATER FACILITY	D92051
58	3582200210	CITY OF KENMORE	STORMWATER FACILITY	D91369
59	3649100127	CITY OF KENMORE	STORMWATER FACILITY	D91157
60	3649100334	CITY OF KENMORE	STORMWATER FACILITY	D93020
61	3818700145	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
62	3818700156	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
63	4027701311	CITY OF KENMORE	ACTIVE PARK	LINWOOD PARK

TABLE 4-1

CITY OF KENMORE
PUBLIC PROPERTIES

OMPPM MAP ID	PIN	TAXPAYER	Description	Name
64	4156700004	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
65	4156700010	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
66	4156700015	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
67	4164100140	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
68	4164100145	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
69	4164100150	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
70	4164100155	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
71	4164100163	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
72	4164100171	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
73	4164100195	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
74	4164100200	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
75	4164100205	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
76	4164100210	CITY OF KENMORE	UNDEVELOPED LAND	FUTURE PARK
77	4276600070	CITY OF KENMORE	STORMWATER FACILITY	D93098
78	5302400680	CITY OF KENMORE	STORMWATER FACILITY	D90874
79	5628400030	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
80	5630500087	CITY OF KENMORE	STORMWATER FACILITY	D91613
81	5631500015	CITY OF KENMORE	ACTIVE PARK	MOORLANDS PARK
82	5631500020	CITY OF KENMORE	ACTIVE PARK	MOORLANDS PARK
83	5631500259	CITY OF KENMORE	STORMWATER FACILITY	D92571
84	5634500002	CITY OF KENMORE	RESIDENTIAL FRONTAGE	
85	5634500295	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
86	5634500332	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
87	5634500888	CITY OF KENMORE	STORMWATER FACILITY	D92047
88	5634500929	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
89	5634500980	CITY OF KENMORE	PASSIVE PARK	RHODODENDRON PARK
90	6020500250	CITY OF KENMORE	STORMWATER FACILITY	D92602
91	6020500260	CITY OF KENMORE	STORMWATER FACILITY	D92603
92	6020500270	CITY OF KENMORE	STORMWATER FACILITY	D92604
93	6178930560	CITY OF KENMORE	STORMWATER FACILITY	D90480
94	6181700350	CITY OF KENMORE	DEVELOPED PARCEL	KENMORE VILLAGE
95	6181700410	CITY OF KENMORE	DEVELOPED PARCEL	KENMORE VILLAGE
96	6181700456	CITY OF KENMORE	DEVELOPED PARCEL	KENMORE VILLAGE
97	6181700644	KING COUNTY	KING COUNTY UTILITIES, TRACT OR OPEN SPACE	
98	6190500520	KING COUNTY	STORMWATER FACILITY	D92654
99	6190500530	KING COUNTY	STORMWATER FACILITY	D92654
100	6641020250	CITY OF KENMORE	STORMWATER FACILITY	D92423
101	6641020260	CITY OF KENMORE	STORMWATER FACILITY	D92422
102	6641020270	CITY OF KENMORE	STORMWATER FACILITY	D92421
103	6641020280	CITY OF KENMORE	STORMWATER FACILITY	D92420
104	6891800590	CITY OF KENMORE	STORMWATER FACILITY	D90214
105	6891800600	CITY OF KENMORE	STORMWATER FACILITY	D90213
106	6891800610	CITY OF KENMORE	STORMWATER FACILITY	D90215
107	7702010120	CITY OF KENMORE	STORMWATER FACILITY	D92895
108	8833510370	KING COUNTY	UNDEVELOPED LAND	
109	9159900080	CITY OF KENMORE	STORMWATER FACILITY	D92892
110	1226049014	KING COUNTY	ACTIVE PARK	BURKE-GILMAN TRAIL
111	0114100600	CITY OF KENMORE	DEVELOPED PARCEL	CITY HALL
112	0114100600	CITY OF KENMORE	DEVELOPED PARCEL	CITY HALL
113	1426049015	WASHINGTON STATE	STATE PARK	ST EDWARDS STATE PARK
114	1326049026	WASHINGTON STATE	STATE PARK	ST EDWARDS STATE PARK
115	2326049001	WASHINGTON STATE	STATE PARK	ST EDWARDS STATE PARK
116	9388100005	WASHINGTON STATE	STATE PARK	ST EDWARDS STATE PARK
117	0114100496	CITY OF KENMORE	DEVELOPED PARCEL	CITY HALL
118	0114100495	CITY OF KENMORE	DEVELOPED PARCEL	CITY HALL

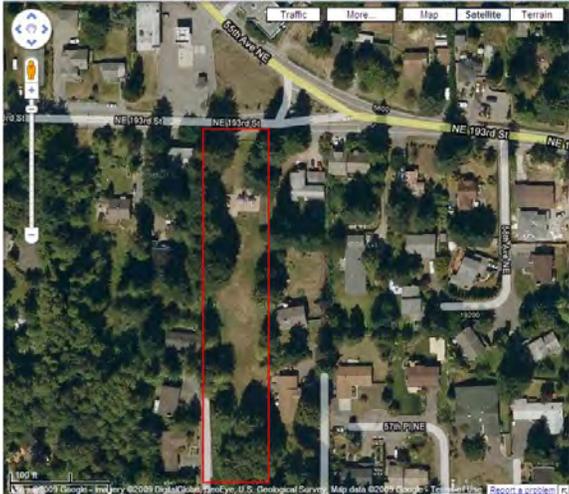
TABLE 4-1

RIGHT-OF-WAY

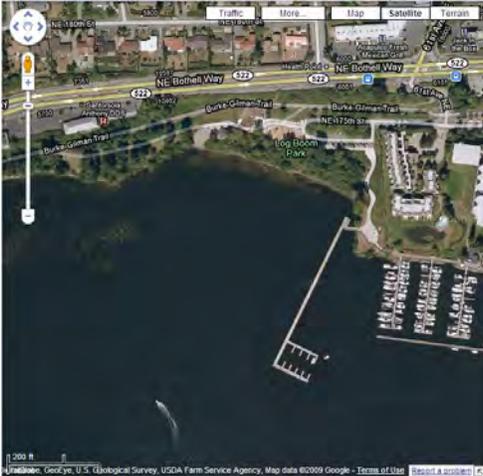
City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 01 – RIGHT-OF-WAY
<p>DESCRIPTION: Kenmore operates and maintains all the right-of-way within the city. The right-of-way is dominated by paved roadway surfaces, but also includes undeveloped land, sidewalks, landscaping, utilities, etc. Stormwater facilities, if applicable, are inspected and maintained under section 2 of the OMPPM. Maintenance activities, including pipe cleaning, culvert cleaning, ditch maintenance, street cleaning, road repair, snow & ice control, utility installation, pavement striping and roadside area maintenance are covered under section 3 of the OMPPM.</p>
<p>APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE:</p> <ul style="list-style-type: none"> • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
<p>SEDIMENT AND EROSION CONTROL: Streets are swept using mechanical street sweepers and stormwater conveyance systems are cleaned of sediment and debris regularly.</p>
<p>LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL: Mowed turf areas are completed by mulching mowers and all clean green debris is properly recycled.</p>
<p>TRASH MANAGEMENT: Loose trash is picked up and disposed of properly by maintenance crews and King County Community Work Program crews. The city participates in the “Adopt a Road” Program which requires a minimum of two trash pick-up events annually by the adopter. King County Metro Transit maintains trash receptacles located at various bus stops throughout the city. Streets are mechanically swept and stormwater conveyance systems are cleaned of trash by vacor crews.</p>
<p>BUILDING EXTERIOR CLEANING AND MAINTENANCE: Currently, bus stop shelters are the only building structures within the right-of-way are maintained by King County Metro Transit. Any cleaning activity must not allow polluted discharge into the stormwater system.</p>
<p>CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Lake Forest Park ILA (00-C48, 00-C86) • King County Roads Maintenance ILA (98-C15) • Bravo Environmental Contract (09-C805) • King County CWP Contract (09-C787)
<p>NOTES:</p>

PARKS

A. LINWOOD PARK

City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 02 – PARKS SUBCATEGORY A – LINWOOD PARK
<p>DESCRIPTION: Linwood Park is located at NE 193RD ST & 55TH AVE NE. It is approximately 3 acres in size and drains to Lake Washington via Stream 0056. Amenities include:</p> <ul style="list-style-type: none"> • playground equipment • open grass areas • benches • picnic tables • trash receptacles
<p>APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE:</p> <ul style="list-style-type: none"> • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
<p>SEDIMENT AND EROSION CONTROL: BMPs, outlined in the RRMG, are implemented for any O&M activities that result in disturbed or exposed soil surfaces to provide protection from the erosive forces of wind, rain and runoff.</p>
<p>LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL:</p> <ul style="list-style-type: none"> • Turf is mowed with mulching mowers • Clean green waste is recycled properly
<p>TRASH MANAGEMENT:</p> <ul style="list-style-type: none"> • Trash receptacles are maintained • Loose trash is collected and disposed of weekly
<p>BUILDING EXTERIOR CLEANING AND MAINTENANCE:</p> <ul style="list-style-type: none"> • NA
<p>CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Lake Forest Park ILA (00-C48, 00-C86) • Total Landscape Corporation Contract (01-C121)
<p>NOTES:</p> <div style="text-align: center;">  <p>© Google</p> </div>

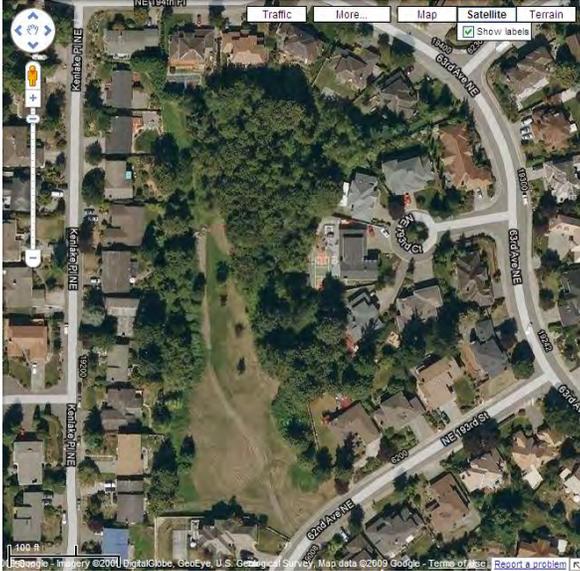
B. LOG BOOM PARK

City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 02 – PARKS SUBCATEGORY B – LOG BOOM PARK
<p>DESCRIPTION: Log Boom Park is located at 61ST AVE NE & NE 175TH ST. It is approximately 16 acres in size and drains to Lake Washington. Amenities include:</p> <ul style="list-style-type: none"> • public pier • paved parking • fishing • playground equipment • bike racks • picnic table • benches • restrooms • trash receptacles • daytime moorage
<p>APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE:</p> <ul style="list-style-type: none"> • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
<p>SEDIMENT AND EROSION CONTROL: BMPs, outlined in the RRMG, are implemented for any O&M activities that result in disturbed or exposed soil surfaces to provide protection from the erosive forces of wind, rain and runoff.</p>
<p>LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL:</p> <ul style="list-style-type: none"> • Turf is mowed with mulching mowers • Clean green waste is recycled properly
<p>TRASH MANAGEMENT:</p> <ul style="list-style-type: none"> • Trash receptacles are maintained • Loose trash is collected and disposed of weekly
<p>BUILDING EXTERIOR CLEANING AND MAINTENANCE:</p> <ul style="list-style-type: none"> • Restrooms are pressure washed annually • Pier is pressure washed annually • Refer to the 2009 Kenmore SPPM BMP A-15
<p>CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Lake Forest Park ILA (00-C48, 00-C86) • Total Landscape Corporation Contract (01-C121)
<p>NOTES:</p> <div style="text-align: center;">  <p>©Google</p> </div>

C. MOORLAND PARK

City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 02 – PARKS SUBCATEGORY C – MOORLAND PARK
<p>DESCRIPTION:</p> <p>Moorland Park is located at NE 155TH ST & 84TH AVE NE. It is approximately 5 acres in size and drains to Lake Washington via unnamed streams and Sammamish River. Amenities include:</p> <ul style="list-style-type: none"> • picnic tables • playground • trash receptacles • baseball field • basketball court
<p>APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE:</p> <ul style="list-style-type: none"> • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
<p>SEDIMENT AND EROSION CONTROL:</p> <p>BMPs, outlined in the RRMG, are implemented for any O&M activities that result in disturbed or exposed soil surfaces to provide protection from the erosive forces of wind, rain and runoff.</p>
<p>LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL:</p> <ul style="list-style-type: none"> • Turf is mowed with mulching mowers • Clean green waste is recycled properly
<p>TRASH MANAGEMENT:</p> <ul style="list-style-type: none"> • Trash receptacles are maintained • Loose trash is collected and disposed of weekly
<p>BUILDING EXTERIOR CLEANING AND MAINTENANCE:</p> <ul style="list-style-type: none"> • NA
<p>CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Northshore School District ILA (00-C88)
<p>NOTES:</p> <div style="text-align: center;">  <p>©Google</p> </div>

D. NORTSHORE SUMMIT PARK

City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 02 – PARKS SUBCATEGORY D – NORTSHORE SUMMIT PARK
DESCRIPTION: Northshore Summit Park is located at NE 193 RD ST & 63 RD AVE NE. It is approximately 3.5 acres. No formal amenities are offered at this park.
APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE: <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
SEDIMENT AND EROSION CONTROL: <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs
LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL: <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs • Turf is mowed with mulching mowers • Clean green waste is recycled properly
TRASH MANAGEMENT: <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs • Loose trash is collected and disposed of weekly
BUILDING EXTERIOR CLEANING AND MAINTENANCE: <ul style="list-style-type: none"> • NA
CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010): <ul style="list-style-type: none"> • King County Surface Water ILA (01-C148) • Lake Forest Park ILA (00-C48, 00-C86)
NOTES: <div style="text-align: center;">  <p>©Google</p> </div>

E. RHODODENDRON PARK

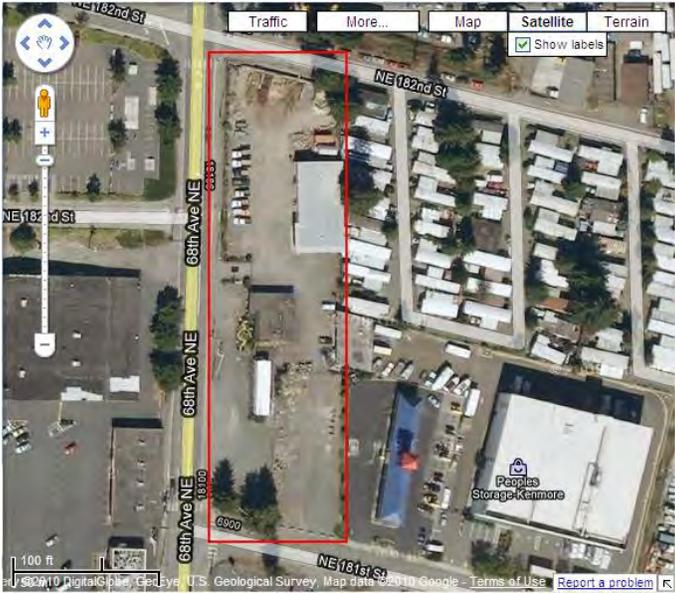
City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 02 – PARKS SUBCATEGORY E – RHODODENDRON PARK
<p>DESCRIPTION: Rhododendron Park is located at 6910 NE 170TH ST. It is approximately 13 acres in size and drains to Lake Washington via Sammamish River. Amenities include:</p> <ul style="list-style-type: none"> • picnic tables • covered picnic shelter • cooking facilities • playgrounds • restroom facilities • gravel and paved trails • trash and recycling receptacles • senior center • paved parking
<p>APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE:</p> <ul style="list-style-type: none"> • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
<p>SEDIMENT AND EROSION CONTROL: BMPs, outlined in the RRMG, are implemented for any O&M activities that result in disturbed or exposed soil surfaces to provide protection from the erosive forces of wind, rain and runoff.</p>
<p>LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL:</p> <ul style="list-style-type: none"> • Turf is mowed with mulching mowers • Clean green waste is recycled properly
<p>TRASH MANAGEMENT:</p> <ul style="list-style-type: none"> • Trash and recycling receptacles are maintained • Loose trash is collected and disposed of weekly
<p>BUILDING EXTERIOR CLEANING AND MAINTENANCE:</p> <ul style="list-style-type: none"> • Restroom, picnic shelter and playground equipment is pressure washed annually. • Refer to the 2009 Kenmore SPPM BMP A-15
<p>CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Lake Forest Park ILA (00-C48, 00-C86) • Total Landscape Corporation Contract (01-C121) • Bravo Environmental Contract (09-C805) • Waste Management Agreement
<p>NOTES:</p> <div style="text-align: center;">  <p>©Google</p> </div>

F. WALLACE SWAMP CREEK PARK

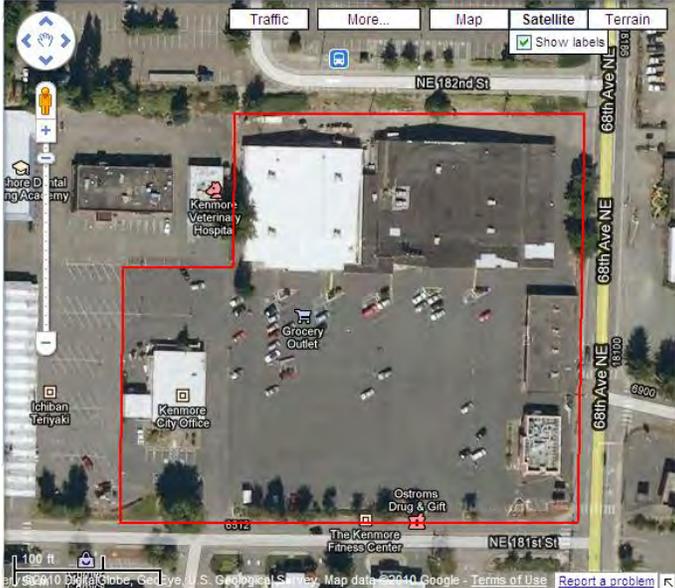
City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 02 – PARKS SUBCATEGORY F – WALLACE SWAMP CREEK PARK
<p>DESCRIPTION:</p> <p>Wallace Swamp Creek Park is located at 19851 73RD AVE NE. It is approximately 17 acres in size and drains to Lake Washington via Swamp Creek. Amenities include:</p> <ul style="list-style-type: none"> • trails • picnic tables • paved parking
<p>APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE:</p> <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
<p>SEDIMENT AND EROSION CONTROL:</p> <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs
<p>LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL:</p> <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs • Native vegetation
<p>TRASH MANAGEMENT:</p> <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs • Loose trash is removed as needed
<p>BUILDING EXTERIOR CLEANING AND MAINTENANCE:</p> <p>NA</p>
<p>CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010):</p> <ul style="list-style-type: none"> • King County Surface Water ILA (01-C148) • Lake Forest Park ILA (00-C48, 00-C86) • Total Landscape Corporation Contract (01-C121)
<p>NOTES:</p> <div style="text-align: center;">  <p>©Google</p> </div>

DEVELOPED PARCELS

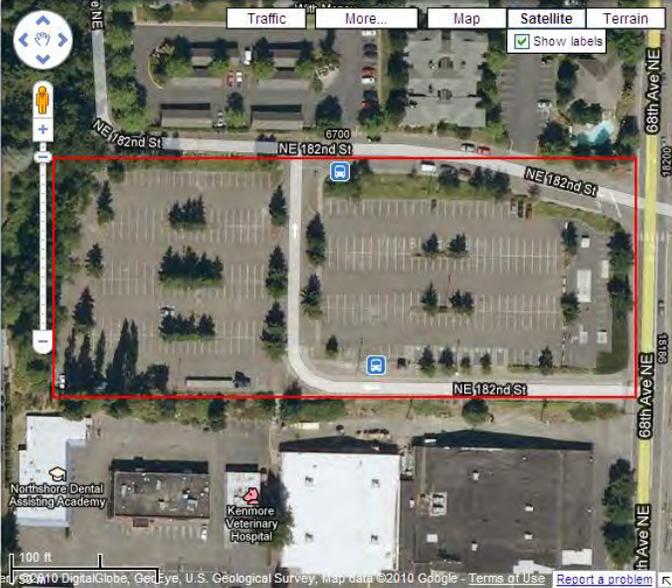
A. CITY HALL

City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 03 – DEVELOPED PARCELS SUBCATEGORY A – CITY HALL
DESCRIPTION: City Hall occupies 4 parcels in Kenmore and drains to Lake Washington.
APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE: <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
SEDIMENT AND EROSION CONTROL: <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs
LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL: <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs
TRASH MANAGEMENT: <ul style="list-style-type: none"> • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs
BUILDING EXTERIOR CLEANING AND MAINTENANCE: <ul style="list-style-type: none"> • Refer to the 2009 Kenmore SPPM BMP A-15 • (SW Facility) Refer to Section 2 of the OMPPM – Inspection Programs
CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010): <ul style="list-style-type: none"> • King County Surface Water ILA (01-C148)
NOTES: <div style="text-align: center;">  <p>©Google</p> </div>

B. KENMORE VILLAGE & POST OFFICE

City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 03 – DEVELOPED PARCELS SUBCATEGORY B – KENMORE VILLAGE
DESCRIPTION: Kenmore Village occupies 3 parcels in Kenmore and drains to Lake Washington.
APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE: <ul style="list-style-type: none"> Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs Refer to Appendix B of the OMPPM – Nutrient Management Plan Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
SEDIMENT AND EROSION CONTROL: <ul style="list-style-type: none"> BMPs, outlined in the RRMG, are implemented for any O&M activities that result in disturbed or exposed soil surfaces to provide protection from the erosive forces of wind, rain and runoff. Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs
LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL: <ul style="list-style-type: none"> Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs
TRASH MANAGEMENT: <ul style="list-style-type: none"> Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs
BUILDING EXTERIOR CLEANING AND MAINTENANCE: <ul style="list-style-type: none"> Refer to the 2009 Kenmore SPPM BMP A-15 Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs
CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010): <ul style="list-style-type: none"> King County Surface Water ILA (01-C148) Bravo Environmental Contract (09-C805) Colliers Contract (03-C285) Full Maintenance Contract (06-C516)
 <p>© Google</p>

C. OLD PARK AND RIDE

City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 03 – DEVELOPED PARCELS SUBCATEGORY C – OLD PARK AND RIDE
DESCRIPTION: The old Park and Ride occupies 1 parcel in Kenmore.
APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE: <ul style="list-style-type: none"> Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs Refer to Appendix B of the OMPPM – Nutrient Management Plan Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
SEDIMENT AND EROSION CONTROL: <ul style="list-style-type: none"> BMPs, outlined in the RRMG, are implemented for any O&M activities that result in disturbed or exposed soil surfaces to provide protection from the erosive forces of wind, rain and runoff. Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs
LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL: <ul style="list-style-type: none"> Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs
TRASH MANAGEMENT: <ul style="list-style-type: none"> Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs
BUILDING EXTERIOR CLEANING AND MAINTENANCE: <ul style="list-style-type: none"> Refer to the 2009 Kenmore SPPM BMP A-15 Refer to Section 2 of the OMPPM (If applicable) – Inspection Programs
CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010): <ul style="list-style-type: none"> King County Surface Water ILA (01-C148) Bravo Environmental Contract (09-C805) Total Landscape Corporation Contract (01-C121)
 <p>©Google</p>

SECTION 4 – LAND PRACTICES

UNDEVELOPED PARCELS

City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 04 – UNDEVELOPED PARCELS
<p>DESCRIPTION: The City owns approximately 27 undeveloped parcels. 9 of these properties were purchased in the Swamp Creek flood plain, 3 properties are within the Sammamish River floodplain (Inglewood Wetlands), 2 are roadside parcels and 13 are along the north side of Sammamish River (potential future park).</p>
<p>APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE:</p> <ul style="list-style-type: none"> • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
<p>SEDIMENT AND EROSION CONTROL:</p> <ul style="list-style-type: none"> • BMPs, outlined in the RRMG, are implemented for any O&M activities that result in disturbed or exposed soil surfaces to provide protection from the erosive forces of wind, rain and runoff.
<p>LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL:</p> <ul style="list-style-type: none"> • Native vegetation
<p>TRASH MANAGEMENT:</p> <ul style="list-style-type: none"> • Trash is removed as needed
<p>BUILDING EXTERIOR CLEANING AND MAINTENANCE:</p> <ul style="list-style-type: none"> • NA
<p>CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010):</p> <ul style="list-style-type: none"> • Lake Forest Park ILA
<p>For locations refer to: Map 4-1, Table 4-1 (Public Lands)</p>

STORMWATER FACILITIES

City of Kenmore LAND PRACTICE WORKSHEET CATEGORY 05 – STORMWATER FACILITIES
<p>DESCRIPTION: Stormwater facilities are engineered facilities that are designed to convey storm runoff, remove pollutants, and to control flow rates. Kenmore has adopted the facility management process used by King County.</p> <p>Approximately 40 Kenmore properties contain stormwater facilities. Appendix A of the SWDM addresses sediment and erosion control, landscape maintenance and vegetation disposal and trash management.</p>
<p>APPLICATION OF FERTILIZER, PESTICIDE AND HERBICIDE:</p> <ul style="list-style-type: none"> • Refer to Section 2 of the OMPPM – Inspection Programs • Refer to Appendix B of the OMPPM – Nutrient Management Plan • Refer to Appendix C of the OMPPM – Integrated Pest Management Plan
<p>SEDIMENT AND EROSION CONTROL:</p> <ul style="list-style-type: none"> • Refer to Section 2 of the OMPPM – Inspection Programs
<p>LANDSCAPE MAINTENANCE AND VEGETATION DISPOSAL:</p> <ul style="list-style-type: none"> • Refer to Section 2 of the OMPPM – Inspection Programs
<p>TRASH MANAGEMENT:</p> <ul style="list-style-type: none"> • Refer to Section 2 of the OMPPM – Inspection Programs
<p>BUILDING EXTERIOR CLEANING AND MAINTENANCE:</p> <ul style="list-style-type: none"> • Refer to Section 2 of the OMPPM – Inspection Programs • Refer to the 2009 Kenmore SPPM BMP A-15
<p>CURRENT CONTRACTS, AGREEMENTS (Updated JAN 2010):</p> <ul style="list-style-type: none"> • King County • Lake Forest Park ILA • Bravo – O&M
<p>NOTES:</p> <p>For locations refer to: Map 2-1, Table 2-1 (Residential Stormwater Facilities) Map 2-2, Table 2-2 (Regional Facilities) Map 2-3, Table 2-3 (Commercial Facilities)</p>

SECTION 5 - TRAINING

Training is required for Kenmore employees whose construction, operations or maintenance job functions may impact water quality. Relevant training addresses the importance of protecting water quality, the requirements of this Permit, operation and maintenance standards, inspection procedures, selecting appropriate BMPs, ways to perform job activities to prevent or minimize impacts to water quality, and procedures for reporting water quality concerns, including potential illicit discharges.

The City of Kenmore contracts out most O&M work. The city has approximately six staff that oversees all components of O&M activities and contracts. The Permit does not require Kenmore to provide, oversee or enforce any training programs for its contractors, however, Kenmore expects any O&M contractor conducting work for Kenmore or on Kenmore's behalf to fully comply with any federal, state and local water quality regulations including the provisions set forth in the Permit.

An updated training log is provided in Table 5-1 that outlines any relevant training obtained by Kenmore staff.

For more specific information on current Kenmore contractors conducting O&M work please refer to the following:

Current Kenmore O&M Contractors

Updated February 2012

NAME/ORGANIZATION	CONTACT	PHONE	ADDRESS	SERVICE
KING COUNTY WATER AND LAND RESOURCES DIVISION	KEN KRANK/ DOUG NAVETSKI	(206)296-8172 (206)296-7723	201 S JACKSON ST STE 600 SEATTLE, WA 98104	ENGINEERING/ WQ AUDITS
KING COUNTY ROAD SERVICES DIVISION	DAISY DAILEY	(206)296-8100	155 MONROE AVE NE RENTON, WA 98056	FACILITY MAINTENANCE
LAKE FOREST PARK	FRANK ZENK	(206)368-5440	17425 BALLINGER WAY NE LAKE FOREST PARK, WA 98155	GENERAL OPERATIONS AND MAINTENANCE
BRAVO ENVIRONMENTAL	MIKE PEARIA	(425)424-9000	6705 NE 175 TH ST KENMORE, WA 98028	VACTORING
TOTAL LANDSCAPING CORPORATION	MAIN LINE	(425)820-4358	6013 238 TH ST SE WOODINVILLE, WA 98072	GENERAL LANDSCAPE MAINTENANCE
WASTE MANAGEMENT				

SECTION 5 – TRAINING

TABLE 5-1

KENMORE STAFF O&M TRAINING LOG

NAME	POSITION	COURSE	DATE	SPONSOR	LOCATION	SUMMARY
J. GORDON	PW O&M MNGR	ESA TRACK F TRAINING	2006	UNIV OF WASHINGTON	BELLINGHAM WA	ESC TRAINING
K. VAUGHAN	SR ENGR	IDDE	AUG 2009	KING COUNTY	BELLEVUE, WA	IDDE BASICS
J. GORDON	PW O&M MNGR	IDDE	AUG 2009	KING COUNTY	BELLEVUE, WA	IDDE BASICS
A. BONOMI	CODE COMP OFFICER	IDDE	AUG 2009	KING COUNTY	BELLEVUE, WA	IDDE BASICS
R. SAWYER	SURFACE WATER MNGR	CESCL	11/4/2009	UNIV OF WASHINGTON	SHORELINE, WA	CESCL CERT LIC# UW-260364
R. SAWYER	SURFACE WATER MNGR	IDDE	11/19/2009	APWA	BOTHELL, WA	IDDE WEBCAST
J. GORDON	PW O&M MNGR	WSDA LICENSED APPLICATOR	2010			PESTICIDE APP LIC# 55436
K. VAUGHAN	SR ENGR	CESCL	MAY 2010	UNIV OF WASHINGTON	SHORELINE, WA	CESCL CERT LIC# UW-071-749007
Z. RICHARDSON	ENGR	CONFINED SPACE	AUG 2010	OSHA CAMPUS	ONLINE	CONFINED SPACE CERT# 1649740
Z. RICHARDSON	ENGR	CESCL	SEPT 2010	AGC	SEATTLE, WA	CESCL CERT LIC# 9211004
J. GORDON	PW O&M MNGR	CESCL	FEB 2011	UNIV OF WASHINGTON	SEATTLE, WA	CESCL CERT LIC# UW-321938
J. SMITH	INSPECTOR	CESCL	JUNE 2011	UNIV OF WASHINGTON	SEATTLE, WA	CESCL CERT LIC#UW-339008
A. SIMPSON	INSPECTOR	CONFINED SPACE	NOV 2011	ONLINE	KENMORE, WA	
ALL FIELD STAFF		IDDE	DEC 2011	CITY OF KENMORE	KENMORE, WA	IDDE UPDATE
A. SIMPSON	INSPECTOR	CESCL	MARCH 2012	EOS ALLIANCE	TACOMA, WA	

Updated 3/12/2012

SECTION 6 – SWPPP

CITY OF LAKE FOREST PARK MAINTENANCE YARD

Kenmore does not own or maintain any maintenance yards; however Kenmore does utilize the Lake Forest Park maintenance yard located in Lake Forest Park, WA. Lake Forest Park maintains a Stormwater Pollution Prevention Plan (SWPPP) for that facility.

Lake Forest Park can be contacted at:

17425 Ballinger Way NE
Lake Forest Park, WA 98155
(206) 368-5440

CITY OF KENMORE RHODODENRON FACILITY SWPPP

GENERAL FACILITY INFORMATION

Kenmore and Lake Forest Park utilize a small paved area in Rhododendron Park for storage and transportation of sweeping materials. Rhododendron Park is located at 6910 NE 170TH ST in Kenmore, WA. The facility is located in the southwestern corner of the park and is accessible via a city only access driveway off of NE 170TH ST (Map 6-1). Site runoff is contained in an underground tank. Solids are consolidated and removed from the site and disposed of appropriately. Solids consist primarily of sediment and vegetation debris. Small amounts of trash can also be present in solids.

STORMWATER POLLUTION PREVENTION TEAM

NAME/TITLE	RESPONSIBILITY	CONTACT INFO
RICHARD SAWYER/KENMORE SURFACE WATER PROG SPEC	INSPECTION CESCL LIC# UW-260364	425-398-8900 EXT. 307
JENNIFER GORDON/KENMORE O&M MANAGER	OPERATIONS/MAINTENANCE CESCL LIC# UW-321938	425-398-8900 EXT. 304
SCOTT WALKER/LFP PW SUPERINTENDENT	OPERATIONS/MAINTENANCE	206-957-2825

SITE MAP

The facility site is located in the southwestern corner of Rhododendron Park at 6910 NE 170TH ST in Kenmore, WA (FIG 6-1).

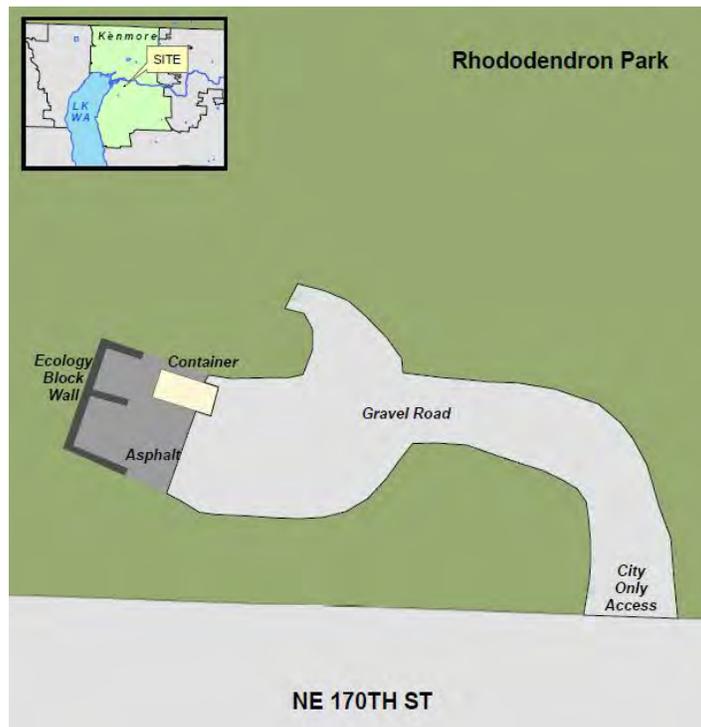


FIG 6-1 Facility is located at southwestern corner of Rhododendron Park.

FACILITY DRAINAGE

The materials storage area drains to an enclosed underground tank (FIG 6-2). The tank is comprised of two interconnected polyethylene 1700 gallon cisterns.

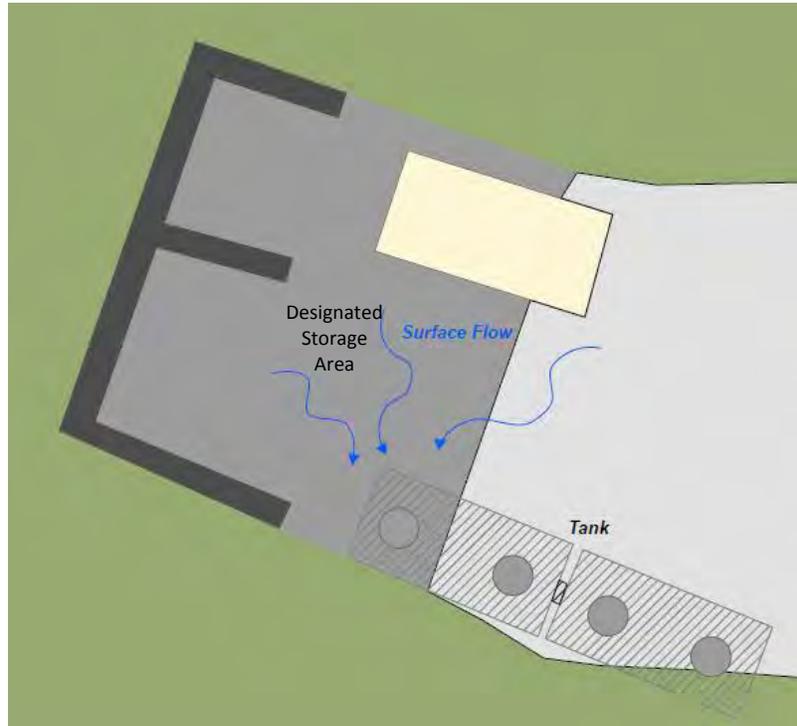


FIG 6-2 Paved area of facility drains to enclosed tank.

NONSTRUCTURAL CONTROLS

- Solids are removed from site regularly in transport container.
- Enclosed detention tank is pumped regularly.
- No storage of hazardous materials.
- No storage of materials outside designated storage areas.

STRUCTURAL CONTROLS

- Enclosed detention tank.
- Ecology block walls contain materials on site.
- Site perimeter is bermed with natural vegetation.
- Site is signed for City access only.

NON STORMWATER DISCHARGES

- The site does not have non-stormwater discharges when properly maintained.
- Enclosed detention tank does not discharge (containment only).

FACILITY PHOTOS



View of Facility looking west from entrance.



SECTION 6 – SWPPP



raised driveway for sweeper access

Entrance to facility from NE 170TH ST.

SECTION 6 – SWPPP

MAINTENANCE LOG

DATE	ACTIVITY	NAME	COMMENT
1/6/2010	REMOVE LIQUID/TANK	BRAVO	
JAN 2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	5 LOADS
1/27/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	3 LOADS
2/8/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	4 LOADS
2/23/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	3 LOADS
3/3/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	4 LOADS
3/31/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2 LOADS
4/6/2010	REMOVE LIQUID/TANK	BRAVO	
4/21/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	3 LOADS
5/3/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	1 LOADS
6/8/2010	REMOVE LIQUID/TANK	BRAVO	
6/21/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2 LOADS
6/21/2010	REMOVE LIQUID/TANK	BRAVO	
12/6/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	5 LOADS
12/30/2010	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	1
1/20/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	3
1/21/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	4
1/27/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2
3/11/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2
3/30/2011	REMOVE LIQUID/TANK	BRAVO	
4/4/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2
5/13/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2
7/28/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2
10/5/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2
10/12/2011	REMOVE LIQUID/TANK	BRAVO	
10/24/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2
11/2/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2
11/8/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	1
11/16/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	1
11/28/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	3
12/1/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	3
12/22/2011	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	3
1/6/2012	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	3
1/27/2012	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	1
2/7/2012	REMOVE SOLIDS/SWEEPINGS	WASTE MANAGEMENT	2

Updated 3/12/2012

NOTE: One load is approximately 20 yards max and is transported via a covered Waste Management container kept onsite.

ANNUAL REVIEW

This SWPPP will be reviewed annually to account for any potential changes to the site, operations and/or personnel.

APPENDIX A – SWDM MAINTENANCE STANDARDS

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 1 – DETENTION PONDS			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Site	Trash and debris	Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Top or Side Slopes of Dam, Berm or Embankment	Rodent holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents removed or destroyed and dam or berm repaired.
	Tree growth	Tree growth threatens integrity of slopes, does not allow maintenance access, or interferes with maintenance activity. If trees are not a threat or not interfering with access or maintenance, they do not need to be removed.	Trees do not hinder facility performance or maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted slope.	Slopes stabilized using appropriate erosion control measures. If erosion is occurring on compacted slope, a licensed civil engineer should be consulted to resolve source of erosion.
	Settlement	Any part of a dam, berm or embankment that has settled 4 inches lower than the design elevation.	Top or side slope restored to design dimensions. If settlement is significant, a licensed civil engineer should be consulted to determine the cause of the settlement.
Storage Area	Sediment accumulation	Accumulated sediment that exceeds 10% of the designed pond depth.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Liner damaged (If Applicable)	Liner is visible or pond does not hold water as designed.	Liner repaired or replaced.
Inlet/Outlet Pipe.	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 1 – DETENTION PONDS			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ¼-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Emergency Overflow/Spillway	Tree growth	Tree growth impedes flow or threatens stability of spillway.	Trees removed.
	Rock missing	Only one layer of rock exists above native soil in area five square feet or larger or any exposure of native soil on the spillway.	Spillway restored to design standards.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 2 – INFILTRATION FACILITIES			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Site	Trash and debris	Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Infiltration Pond, Top or Side Slopes of Dam, Berm or Embankment	Rodent holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents removed or destroyed and dam or berm repaired.
	Tree growth	Tree growth threatens integrity of dams, berms or slopes, does not allow maintenance access, or interferes with maintenance activity. If trees are not a threat to dam, berm, or embankment integrity or not interfering with access or maintenance, they do not need to be removed.	Trees do not hinder facility performance or maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted slope.	Slopes stabilized using appropriate erosion control measures. If erosion is occurring on compacted slope, a licensed civil engineer should be consulted to resolve source of erosion.
	Settlement	Any part of a dam, berm or embankment that has settled 4 inches lower than the design elevation.	Top or side slope restored to design dimensions. If settlement is significant, a licensed civil engineer should be consulted to determine the cause of the settlement.
Infiltration Pond, Tank, Vault, Trench, or Small Basin Storage Area	Sediment accumulation	If two inches or more sediment is present or a percolation test indicates facility is working at or less than 90% of design.	Facility infiltrates as designed.
Infiltration Tank Structure	Plugged air vent	Any blockage of the vent.	Tank or vault freely vents.
	Tank bent out of shape	Any part of tank/pipe is bent out of shape more than 10% of its design shape.	Tank repaired or replaced to design.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 2 – INFILTRATION FACILITIES			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
	Gaps between sections, damaged joints or cracks or tears in wall	A gap wider than ½-inch at the joint of any tank sections or any evidence of soil particles entering the tank at a joint or through a wall.	No water or soil entering tank through joints or walls.
Infiltration Vault Structure	Damage to wall, frame, bottom, and/or top slab	Cracks wider than ½-inch, any evidence of soil entering the structure through cracks or qualified inspection personnel determines that the vault is not structurally sound.	Vault is sealed and structurally sound.
Inlet/Outlet Pipes	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Access Manhole	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open manhole requires immediate maintenance.	Manhole access covered.
	Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to remove	One maintenance person cannot remove cover/lid after applying 80 lbs of lift.	Cover/lid can be removed and reinstalled by one maintenance person.
	Ladder rungs unsafe	Missing rungs, misalignment, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.
Large access doors/plate	Damaged or difficult to open	Large access doors or plates cannot be opened/removed using normal equipment.	Replace or repair access door so it can be opened as designed.
	Gaps, doesn't cover completely	Large access doors not flat and/or access opening not completely covered.	Doors close flat and covers access opening completely.
	Lifting Rings missing, rusted	Lifting rings not capable of lifting weight of door or plate.	Lifting rings sufficient to lift or remove door or plate.
Infiltration Pond, Tank, Vault, Trench, or Small Basin Filter Bags	Plugged	Filter bag more than ½ full.	Replace filter bag or redesign system.
Infiltration Pond, Tank, Vault, Trench, or Small Basin Pre-settling Ponds and Vaults	Sediment accumulation	6" or more of sediment has accumulated.	Pre-settling occurs as designed

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 2 – INFILTRATION FACILITIES			
Maintenance Component	Defect or Problem	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Infiltration Pond, Rock Filter	Plugged	High water level on upstream side of filter remains for extended period of time or little or no water flows through filter during heavy rain storms.	Rock filter replaced evaluate need for filter and remove if not necessary.
Infiltration Pond Emergency Overflow Spillway	Rock missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top of out flow path of spillway. Rip-rap on inside slopes need not be replaced.	Spillway restored to design standards.
	Tree growth	Tree growth impedes flow or threatens stability of spillway.	Trees removed.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 3 – DETENTION TANKS AND VAULTS			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries, or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Tank or Vault Storage Area	Trash and debris	Any trash and debris accumulated in vault or tank (includes floatables and non-floatables).	No trash or debris in vault.
	Sediment accumulation	Accumulated sediment depth exceeds 10% of the diameter of the storage area for ½ length of storage vault or any point depth exceeds 15% of diameter. Example: 72-inch storage tank would require cleaning when sediment reaches depth of 7 inches for more than ½ length of tank.	All sediment removed from storage area.
Tank Structure	Plugged air vent	Any blockage of the vent.	Tank or vault freely vents.
	Tank bent out of shape	Any part of tank/pipe is bent out of shape more than 10% of its design shape.	Tank repaired or replaced to design.
	Gaps between sections, damaged joints or cracks or tears in wall	A gap wider than ½-inch at the joint of any tank sections or any evidence of soil particles entering the tank at a joint or through a wall.	No water or soil entering tank through joints or walls.
Vault Structure	Damage to wall, frame, bottom, and/or top slab	Cracks wider than ½-inch, any evidence of soil entering the structure through cracks or qualified inspection personnel determines that the vault is not structurally sound.	Vault is sealed and structurally sound.
Inlet/Outlet Pipes	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Access Manhole	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open manhole requires immediate maintenance.	Manhole access covered.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 3 – DETENTION TANKS AND VAULTS			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
	Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to remove	One maintenance person cannot remove cover/lid after applying 80 lbs of lift.	Cover/lid can be removed and reinstalled by one maintenance person.
	Ladder rungs unsafe	Missing rungs, misalignment, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.
Large access doors/plate	Damaged or difficult to open	Large access doors or plates cannot be opened/removed using normal equipment.	Replace or repair access door so it can be opened as designed.
	Gaps, doesn't cover completely	Large access doors not flat and/or access opening not completely covered.	Doors close flat and covers access opening completely.
	Lifting Rings missing, rusted	Lifting rings not capable of lifting weight of door or plate.	Lifting rings sufficient to lift or remove door or plate.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 4 – CONTROL STRUCTURE/FLOW RESTRICTOR			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Structure	Trash and debris	Trash or debris of more than ½ cubic foot which is located immediately in front of the structure opening or is blocking capacity of the structure by more than 10%.	No Trash or debris blocking or potentially blocking entrance to structure.
		Trash or debris in the structure that exceeds 1/3 the depth from the bottom of basin to invert the lowest pipe into or out of the basin.	No trash or debris in the structure.
		Deposits of garbage exceeding 1 cubic foot in volume.	No condition present which would attract or support the breeding of insects or rodents.
	Sediment	Sediment exceeds 60% of the depth from the bottom of the structure to the invert of the lowest pipe into or out of the structure or the bottom of the FROP-T section or is within 6 inches of the invert of the lowest pipe into or out of the structure or the bottom of the FROP-T section.	Sump of structure contains no sediment.
	Damage to frame and/or top slab	Corner of frame extends more than ¼ inch past curb face into the street (If applicable).	Frame is even with curb.
		Top slab has holes larger than 2 square inches or cracks wider than ¼ inch.	Top slab is free of holes and cracks.
		Frame not sitting flush on top slab, i.e., separation of more than ¼ inch of the frame from the top slab.	Frame is sitting flush on top slab.
	Cracks in walls or bottom	Cracks wider than ½ inch and longer than 3 feet, any evidence of soil particles entering structure through cracks, or maintenance person judges that structure is unsound.	Structure is sealed and structurally sound.
		Cracks wider than ½ inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering structure through cracks.	No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe.
	Settlement/misalignment	Structure has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards.
	Damaged pipe joints	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the structure at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of inlet/outlet pipes.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Ladder rungs missing or unsafe	Ladder is unsafe due to missing rungs, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe access.
FROP-T Section	Damage	T section is not securely attached to structure wall and outlet pipe structure should support at least 1,000 lbs of up or down pressure.	T section securely attached to wall and outlet pipe.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 4 – CONTROL STRUCTURE/FLOW RESTRICTOR			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
		Structure is not in upright position (allow up to 10% from plumb).	Structure in correct position.
		Connections to outlet pipe are not watertight or show signs of deteriorated grout.	Connections to outlet pipe are water tight; structure repaired or replaced and works as designed.
		Any holes—other than designed holes—in the structure.	Structure has no holes other than designed holes.
Cleanout Gate	Damaged or missing	Cleanout gate is missing.	Replace cleanout gate.
		Cleanout gate is not watertight.	Gate is watertight and works as designed.
		Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
		Chain/rod leading to gate is missing or damaged.	Chain is in place and works as designed.
Orifice Plate	Damaged or missing	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Overflow Pipe	Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.
	Deformed or damaged lip	Lip of overflow pipe is bent or deformed.	Overflow pipe does not allow overflow at an elevation lower than design
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Metal Grates (If Applicable)	Unsafe grate opening	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and debris	Trash and debris that is blocking more than 20% of grate surface.	Grate free of trash and debris. footnote to guidelines for disposal
	Damaged or missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.
Manhole Cover/Lid	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open structure requires urgent maintenance.	Cover/lid protects opening to structure.
	Locking mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to Remove	One maintenance person cannot remove cover/lid after applying 80 lbs. of lift.	Cover/lid can be removed and reinstalled by one maintenance person.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 5 – CATCH BASINS AND MANHOLES				
ERROR! NO TABLE OF CONTENTS ENTRIES FOUND.				
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed	
Structure	Sediment	Sediment exceeds 60% of the depth from the bottom of the catch basin to the invert of the lowest pipe into or out of the catch basin or is within 6 inches of the invert of the lowest pipe into or out of the catch basin.	Sump of catch basin contains no sediment.	
	Trash and debris	Trash or debris of more than ½ cubic foot which is located immediately in front of the catch basin opening or is blocking capacity of the catch basin by more than 10%.	No Trash or debris blocking or potentially blocking entrance to catch basin.	
		Trash or debris in the catch basin that exceeds 1/3 the depth from the bottom of basin to invert the lowest pipe into or out of the basin.	No trash or debris in the catch basin.	
		Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within catch basin.	
		Deposits of garbage exceeding 1 cubic foot in volume.	No condition present which would attract or support the breeding of insects or rodents.	
	Damage to frame and/or top slab	Corner of frame extends more than ¼ inch past curb face into the street (If applicable).	Frame is even with curb.	
		Top slab has holes larger than 2 square inches or cracks wider than ¼ inch.	Top slab is free of holes and cracks.	
		Frame not sitting flush on top slab, i.e., separation of more than ¼ inch of the frame from the top slab.	Frame is sitting flush on top slab.	
	Cracks in walls or bottom	Cracks wider than ½ inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks, or maintenance person judges that catch basin is unsound.	Catch basin is sealed and structurally sound.	
		Cracks wider than ½ inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe.	
	Settlement/misalignment	Catch basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards.	
	Damaged pipe joints	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the catch basin at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of inlet/outlet pipes.	
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.	
	Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 5 – CATCH BASINS AND MANHOLES			
ERROR! NO TABLE OF CONTENTS ENTRIES FOUND.			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Metal Grates (Catch Basins)	Unsafe grate opening	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and debris	Trash and debris that is blocking more than 20% of grate surface.	Grate free of trash and debris. footnote to guidelines for disposal
	Damaged or missing	Grate missing or broken member(s) of the grate. Any open structure requires urgent maintenance.	Grate is in place and meets design standards.
Manhole Cover/Lid	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open structure requires urgent maintenance.	Cover/lid protects opening to structure.
	Locking mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to Remove	One maintenance person cannot remove cover/lid after applying 80 lbs. of lift.	Cover/lid can be removed and reinstalled by one maintenance person.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 6 – CONVEYANCE PIPES AND DITCHES			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Pipes	Sediment & debris accumulation	Accumulated sediment or debris that exceeds 20% of the diameter of the pipe.	Water flows freely through pipes.
	Vegetation/roots	Vegetation/roots that reduce free movement of water through pipes.	Water flows freely through pipes.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Damage to protective coating or corrosion	Protective coating is damaged; rust or corrosion is weakening the structural integrity of any part of pipe.	Pipe repaired or replaced.
	Damaged	Any dent that decreases the cross section area of pipe by more than 20% or is determined to have weakened structural integrity of the pipe.	Pipe repaired or replaced.
Ditches	Trash and debris	Trash and debris exceeds 1 cubic foot per 1,000 square feet of ditch and slopes.	Trash and debris cleared from ditches.
	Sediment accumulation	Accumulated sediment that exceeds 20% of the design depth.	Ditch cleaned/flushed of all sediment and debris so that it matches design.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Vegetation	Vegetation that reduces free movement of water through ditches.	Water flows freely through ditches.
	Erosion damage to slopes	Any erosion observed on a ditch slope.	Slopes are not eroding.
	Rock lining out of place or missing (If Applicable)	One layer or less of rock exists above native soil area 5 square feet or more, any exposed native soil.	Replace rocks to design standards.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 7 – DEBRIS BARRIERS (E.G., TRASH RACKS)			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed.
Site	Trash and debris	Trash or debris plugging more than 20% of the area of the barrier.	Barrier clear to receive capacity flow.
	Sediment accumulation	Sediment accumulation of greater than 20% of the area of the barrier	Barrier clear to receive capacity flow.
Structure	Cracked broken or loose	Structure which bars attached to is damaged - pipe is loose or cracked or concrete structure is cracked, broken or loose.	Structure barrier attached to is sound.
Bars	Bar spacing	Bar spacing exceeds 6 inches.	Bars have at most 6 inch spacing.
	Damaged or missing bars	Bars are bent out of shape more than 3 inches.	Bars in place with no bends more than ¼ inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 8 – ENERGY DISSIPATERS			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed.
Site	Trash and debris	Trash and/or debris accumulation.	Dissipater clear of trash and/or debris.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
Rock Pad	Missing or moved Rock	Only one layer of rock exists above native soil in area five square feet or larger or any exposure of native soil.	Rock pad prevents erosion.
Dispersion Trench	Pipe plugged with sediment	Accumulated sediment that exceeds 20% of the design depth.	Pipe cleaned/flushed so that it matches design.
	Not discharging water properly	Visual evidence of water discharging at concentrated points along trench (normal condition is a “sheet flow” of water along trench).	Water discharges from feature by sheet flow.
	Perforations plugged.	Over 1/4 of perforations in pipe are plugged with debris or sediment.	Perforations freely discharge flow.
	Water flows out top of “distributor” catch basin.	Water flows out of distributor catch basin during any storm less than the design storm.	No flow discharges from distributor catch basin.
	Receiving area over-saturated	Water in receiving area is causing or has potential of causing landslide problems.	No danger of landslides.
Gabions	Damaged mesh	Mesh of gabion broken, twisted or deformed so structure is weakened or rock may fall out.	Mesh is intact, no rock missing.
	Corrosion	Gabion mesh shows corrosion through more than ¼ of its gage.	All gabion mesh capable of containing rock and retaining designed form.
	Collapsed or deformed baskets	Gabion basket shape deformed due to any cause.	All gabion baskets intact, structure stands as designed.
	Missing rock	Any rock missing that could cause gabion to lose structural integrity.	No rock missing.
Manhole/Chamber	Worn or damaged post, baffles or side of chamber	Structure dissipating flow deteriorates to ½ or original size or any concentrated worn spot exceeding one square foot which would make structure unsound.	Structure is in no danger of failing.
	Damage to wall, frame, bottom, and/or top slab	Cracks wider than ½-inch or any evidence of soil entering the structure through cracks, or maintenance inspection personnel determines that the structure is not structurally sound.	Manhole/chamber is sealed and structurally sound.
	Damaged pipe joints	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the structure at the joint of the inlet/outlet pipes.	No soil or water enters and no water discharges at the joint of inlet/outlet pipes.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 9 – FENCING			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Erosion or holes under fence	Erosion or holes more than 4 inches high and 12-18 inches wide permitting access through an opening under a fence.	No access under the fence.
Wood Posts, Boards and Cross Members	Missing or damaged parts	Missing or broken boards, post out of plumb by more than 6 inches or cross members broken	No gaps on fence due to missing or broken boards, post plumb to within 1½ inches, cross members sound.
	Weakened by rotting or insects	Any part showing structural deterioration due to rotting or insect damage	All parts of fence are structurally sound.
	Damaged or failed post foundation	Concrete or metal attachments deteriorated or unable to support posts.	Post foundation capable of supporting posts even in strong wind.
Metal Posts, Rails and Fabric	Damaged parts	Post out of plumb more than 6 inches.	Post plumb to within 1½ inches.
		Top rails bent more than 6 inches.	Top rail free of bends greater than 1 inch.
		Any part of fence (including post, top rails, and fabric) more than 1 foot out of design alignment.	Fence is aligned and meets design standards.
		Missing or loose tension wire.	Tension wire in place and holding fabric.
	Deteriorated paint or protective coating	Part or parts that have a rusting or scaling condition that has affected structural adequacy.	Structurally adequate posts or parts with a uniform protective coating.
	Openings in fabric	Openings in fabric are such that an 8-inch diameter ball could fit through.	Fabric mesh openings within 50% of grid size.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 10 – GATES/BOLLARDS/ACCESS BARRIERS			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Chain Link Fencing Gate	Damaged or missing members	Missing gate.	Gates in place.
		Broken or missing hinges such that gate cannot be easily opened and closed by a maintenance person.	Hinges intact and lubed. Gate is working freely.
		Gate is out of plumb more than 6 inches and more than 1 foot out of design alignment.	Gate is aligned and vertical.
		Missing stretcher bar, stretcher bands, and ties.	Stretcher bar, bands, and ties in place.
	Locking mechanism does not lock gate	Locking device missing, no-functioning or does not link to all parts.	Locking mechanism prevents opening of gate.
	Openings in fabric	Openings in fabric are such that an 8-inch diameter ball could fit through.	Fabric mesh openings within 50% of grid size.
Bar Gate	Damaged or missing cross bar	Cross bar does not swing open or closed, is missing or is bent to where it does not prevent vehicle access.	Cross bar swings fully open and closed and prevents vehicle access.
	Locking mechanism does not lock gate	Locking device missing, no-functioning or does not link to all parts.	Locking mechanism prevents opening of gate.
	Support post damaged	Support post does not hold cross bar up.	Cross bar held up preventing vehicle access into facility.
Bollards	Damaged or missing	Bollard broken, missing, does not fit into support hole or hinge broken or missing.	No access for motorized vehicles to get into facility.
	Does not lock	Locking assembly or lock missing or cannot be attached to lock bollard in place.	No access for motorized vehicles to get into facility.
Boulders	Dislodged	Boulders not located to prevent motorized vehicle access.	No access for motorized vehicles to get into facility.
	Circumvented	Motorized vehicles going around or between boulders.	No access for motorized vehicles to get into facility.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 11 – GROUNDS (LANDSCAPING)			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash or litter	Any trash and debris which exceed 1 cubic foot per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size office garbage can). In general, there should be no visual evidence of dumping.	Trash and debris cleared from site.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Trees and Shrubs	Hazard	Any tree or limb of a tree identified as having a potential to fall and cause property damage or threaten human life. A hazard tree identified by a qualified arborist must be removed as soon as possible.	No hazard trees in facility.
	Damaged	Limbs or parts of trees or shrubs that are split or broken which affect more than 25% of the total foliage of the tree or shrub.	Trees and shrubs with less than 5% of total foliage with split or broken limbs.
		Trees or shrubs that have been blown down or knocked over.	No blown down vegetation or knocked over vegetation. Trees or shrubs free of injury.
	Trees or shrubs which are not adequately supported or are leaning over, causing exposure of the roots.	Tree or shrub in place and adequately supported; dead or diseased trees removed.	

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 12 – ACCESS ROADS			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Trash and debris exceeds 1 cubic foot per 1,000 square feet (i.e., trash and debris would fill up one standards size garbage can).	Roadway drivable by maintenance vehicles.
		Debris which could damage vehicle tires or prohibit use of road.	Roadway drivable by maintenance vehicles.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Blocked roadway	Any obstruction which reduces clearance above road surface to less than 14 feet.	Roadway overhead clear to 14 feet high.
		Any obstruction restricting the access to a 10- to 12 foot width for a distance of more than 12 feet or any point restricting access to less than a 10 foot width.	At least 12-foot of width on access road.
Road Surface	Erosion, settlement, potholes, soft spots, ruts	Any surface defect which hinders or prevents maintenance access.	Road drivable by maintenance vehicles.
	Vegetation on road surface	Trees or other vegetation prevent access to facility by maintenance vehicles.	Maintenance vehicles can access facility.
Shoulders and Ditches	Erosion	Erosion within 1 foot of the roadway more than 8 inches wide and 6 inches deep.	Shoulder free of erosion and matching the surrounding road.
	Weeds and brush	Weeds and brush exceed 18 inches in height or hinder maintenance access.	Weeds and brush cut to 2 inches in height or cleared in such a way as to allow maintenance access.
Modular Grid Pavement	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Damaged or missing	Access surface compacted because of broken or missing modular block.	Access road surface restored so road infiltrates.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 13 – BASIC BIOFILTRATION SWALE (GRASS)			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Any trash and/or debris accumulated in the bioswale.	No trash or debris in bioswale.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
Swale Section	Sediment accumulation	Sediment depth exceeds 2 inches in 10% of the swale treatment area.	No sediment deposits in grass treatment area of the bioswale.
		Sediment inhibits grass growth over 10% of swale length.	Grass growth not inhibited by sediment.
		Sediment inhibits even spreading of flow.	Flow spreads evenly through swale
	Erosion/scouring	Eroded or scoured swale bottom due to channelization or high flows.	No eroded or scoured areas in bioswale. Cause of erosion or scour addressed.
	Poor vegetation coverage	Grass is sparse or bare or eroded patches occur in more than 10% of the swale bottom.	Swale has no bare spots and grass is thick and healthy.
	Grass too tall	Grass excessively tall (greater than 10 inches), grass is thin or nuisance weeds and other vegetation has taken over.	Grass is between 3 and 4 inches tall, thick and healthy. No clippings left in swale. No nuisance vegetation present.
	Excessive shade	Grass growth is poor because sunlight does not reach swale.	Health grass growth or swale converted to a wet bioswale.
	Constant baseflow	Continuous flow through the swale, even when it has been dry for weeks or an eroded, muddy channel has formed in the swale bottom.	Baseflow removed from swale by a low-flow pea-gravel drain or bypassed around the swale.
	Standing water	Water pools in the swale between storms or does not drain freely.	Swale freely drains and there is no standing water in swale between storms.
	Channelization	Flow concentrates and erodes channel through swale.	No flow channels in swale.
Flow Spreader	Concentrated flow	Flow from spreader not uniformly distributed across entire swale width.	Flows are spread evenly over entire swale width.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 14 – WET BIOFILTRATION SWALE			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Any trash and/or debris accumulated at the site.	No trash or debris at the site.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
Swale Section	Sediment accumulation	Sediment depth exceeds 2 inches in 10% of the swale treatment area.	No sediment deposits in treatment area.
	Erosion/scouring	Eroded or scoured swale bottom due to channelization or high flows.	No eroded or scoured areas in bioswale. Cause of erosion or scour addressed.
	Water depth	Water not retained to a depth of about 4 inches during the wet season.	Water depth of 4 inches through out swale for most of wet season.
	Vegetation ineffective	Vegetation sparse, does not provide adequate filtration or crowded out by very dense clumps of cattail or nuisance vegetation.	Wetland vegetation fully covers bottom of swale and no cattails or nuisance vegetation present.
	Insufficient water	Wetland vegetation dies due to lack of water.	Wetland vegetation remains healthy (may require converting to grass lined bioswale)
Flow Spreader	Concentrated flow	Flow from spreader not uniformly distributed across entire swale width.	Flows are spread evenly over entire swale width.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 15 – FILTER STRIP			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Any trash and debris accumulated on the filter strip.	Filter strip free of any trash or debris
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
Grass Strip	Sediment accumulation	Sediment accumulation on grass exceeds 2 inches depth.	No sediment deposits in treatment area.
	Erosion/scouring	Eroded or scoured swale bottom due to channelization or high flows.	No eroded or scoured areas in bioswale. Cause of erosion or scour addressed.
	Grass too tall	Grass excessively tall (greater than 10 inches), grass is thin or nuisance weeds and other vegetation has taken over.	Grass is between 3 and 4 inches tall, thick and healthy. No clippings left in swale. No nuisance vegetation present.
	Vegetation ineffective	Grass has died out, become excessively tall (greater than 10 inches) or nuisance vegetation is taking over.	Grass is healthy, less than 9 inches high and no nuisance vegetation present.
Flow Spreader	Concentrated flow	Flow from spreader not uniformly distributed across entire swale width.	Flows are spread evenly over entire swale width.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 16 – WETPOND			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Any trash and debris accumulated on the wetpond site.	Wetpond site free of any trash or debris.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Side Slopes of Dam, Berm, internal berm or Embankment	Rodent holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents removed or destroyed and dam or berm repaired.
	Tree growth	Tree growth threatens integrity of dams, berms or slopes, does not allow maintenance access, or interferes with maintenance activity. If trees are not a threat to dam, berm, or embankment integrity or not interfering with access or maintenance, they do not need to be removed.	Trees do not hinder facility performance or maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted slope.	Slopes stabilized using appropriate erosion control measures. If erosion is occurring on compacted slope, a licensed civil engineer should be consulted to resolve source of erosion.
Top or Side Slopes of Dam, Berm, internal berm or Embankment	Settlement	Any part of a dam, berm or embankment that has settled 4 inches lower than the design elevation.	Top or side slope restored to design dimensions. If settlement is significant, a licensed civil engineer should be consulted to determine the cause of the settlement.
	Irregular surface on internal berm	Top of berm not uniform and level.	Top of berm graded flat to design elevation.
Pond Areas	Sediment accumulation (except first wetpool)	Accumulated sediment that exceeds 10% of the designed pond depth.	Sediment cleaned out to designed pond shape and depth.
	Sediment accumulation (first wetpool)	Sediment accumulations in pond bottom that exceeds the depth of sediment storage (1 foot) plus 6 inches.	Sediment storage contains no sediment.
	Liner damaged (If Applicable)	Liner is visible or pond does not hold water as designed.	Liner repaired or replaced.
	Water level (first wetpool)	First cell empty, doesn't hold water.	Water retained in first cell for most of the year.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 16 – WETPOND			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
	Algae mats (first wetpool)	Algae mats develop over more than 10% of the water surface should be removed.	Algae mats removed (usually in the late summer before Fall rains, especially in Sensitive Lake Protection Areas.)
Gravity Drain	Inoperable valve	Valve will not open and close.	Valve opens and closes normally.
	Valve won't seal	Valve does not seal completely.	Valve completely seals closed.
Emergency Overflow Spillway	Tree growth	Tree growth impedes flow or threatens stability of spillway.	Trees removed.
	Rock missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top of out flow path of spillway. Rip-rap on inside slopes need not be replaced.	Spillway restored to design standards.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 17 – WETVAULT			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Trash and debris accumulated on facility site.	Trash and debris removed from facility site.
Treatment Area	Trash and debris	Any trash and debris accumulated in vault (includes floatables and non-floatables).	No trash or debris in vault.
	Sediment accumulation	Sediment accumulation in vault bottom exceeds the depth of the sediment zone plus 6 inches.	No sediment in vault.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
Vault Structure	Damage to wall, frame, bottom, and/or top slab	Cracks wider than ½-inch, any evidence of soil entering the structure through cracks, vault does not retain water or qualified inspection personnel determines that the vault is not structurally sound.	Vault is sealed and structurally sound.
	Baffles damaged	Baffles corroding, cracking, warping and/or showing signs of failure or baffle cannot be removed.	Repair or replace baffles or walls to specifications.
	Ventilation	Ventilation area blocked or plugged.	No reduction of ventilation area exists.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Gravity Drain	Inoperable valve	Valve will not open and close.	Valve opens and closes normally.
	Valve won't seal	Valve does not seal completely.	Valve completely seals closed.
Access Manhole	Access cover/lid damaged or difficult to open	Access cover/lid cannot be easily opened by one person. Corrosion/deformation of cover/lid.	Access cover/lid can be opened by one person.
	Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to remove	One maintenance person cannot remove cover/lid after applying 80 lbs of lift.	Cover/lid can be removed and reinstalled by one maintenance person.
	Access doors/plate has gaps, doesn't cover completely	Large access doors not flat and/or access opening not completely covered.	Doors close flat and covers access opening completely.
	Lifting Rings missing, rusted	Lifting rings not capable of lifting weight of door or plate.	Lifting rings sufficient to lift or remove door or plate.
	Ladder rungs unsafe	Missing rungs, misalignment, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 18 – STORMWATER WETLAND			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Trash and debris accumulated on facility site.	Trash and debris removed from facility site.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Side Slopes of Dam, Berm, internal berm or Embankment	Rodent holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents removed or destroyed and dam or berm repaired.
	Tree growth	Tree growth threatens integrity of dams, berms or slopes, does not allow maintenance access, or interferes with maintenance activity. If trees are not a threat to dam, berm, or embankment integrity or not interfering with access or maintenance, they do not need to be removed.	Trees do not hinder facility performance or maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted slope.	Slopes stabilized using appropriate erosion control measures. If erosion is occurring on compacted slope, a licensed civil engineer should be consulted to resolve source of erosion.
Top or Side Slopes of Dam, Berm, internal berm or Embankment	Settlement	Any part of a dam, berm or embankment that has settled 4 inches lower than the design elevation.	Top or side slope restored to design dimensions. If settlement is significant, a licensed civil engineer should be consulted to determine the cause of the settlement.
	Irregular surface on internal berm	Top of berm not uniform and level.	Top of berm graded flat to design elevation.
Pond Areas	Sediment accumulation (first cell/forebay)	Sediment accumulations in pond bottom that exceeds the depth of sediment storage (1 foot) plus 6 inches.	Sediment storage contains no sediment.
	Sediment accumulation (wetland cell)	Accumulated sediment that exceeds 10% of the designed pond depth.	Sediment cleaned out to designed pond shape and depth.
	Liner damaged (If Applicable)	Liner is visible or pond does not hold water as designed.	Liner repaired or replaced.
	Water level (first cell/forebay)	Cell does not hold 3 feet of water year round.	3 feet of water retained year round.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 18 – STORMWATER WETLAND			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
	Water level (wetland cell)	Cell does not retain water for at least 10 months of the year.	Water retained at least 10 months of the year or wetland plants are surviving.
	Algae mats (first cell/forebay)	Algae mats develop over more than 10% of the water surface should be removed.	Algae mats removed (usually in the late summer before Fall rains, especially in Sensitive Lake Protection Areas.)
	Vegetation	Vegetation dead, dying or not meeting original planting specifications.	Plants in wetland cell surviving and not interfering with wetland function.
Gravity Drain	Inoperable valve	Valve will not open and close.	Valve opens and closes normally.
	Valve won't seal	Valve does not seal completely.	Valve completely seals closed.
Emergency Overflow Spillway	Tree growth	Tree growth impedes flow or threatens stability of spillway.	Trees removed.
	Rock missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top of out flow path of spillway. Rip-rap on inside slopes need not be replaced.	Spillway restored to design standards.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 19 – SAND FILTER POND			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance Is Performed
Site	Trash and debris	Trash and debris accumulated on facility site.	Trash and debris removed from facility site.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover (not in the treatment area)	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Pre-Treatment (if applicable)	Sediment accumulation	Sediment accumulations in pond bottom that exceeds the depth of sediment storage (1 foot) plus 6 inches.	Sediment storage contains no sediment.
	Liner damaged (If Applicable)	Liner is visible or pond does not hold water as designed.	Liner repaired or replaced.
	Water level	Cell empty, doesn't hold water.	Water retained in first cell for most of the year.
	Algae mats	Algae mats develop over more than 10% of the water surface should be removed.	Algae mats removed (usually in the late summer before Fall rains, especially in Sensitive Lake Protection Areas.)
Pond Area	Sediment accumulation	Sediment or crust depth exceeds ½-inch over 10 % of surface area of sand filter.	No sediment or crust deposit on sand filter that would impede permeability of the filter section.
	Grass (if applicable)	Grass becomes excessively tall (greater than 6 inches) or when nuisance weeds and other vegetation start to take over or thatch build up occurs.	Mow vegetation and/or remove nuisance vegetation.
Side Slopes of Pond	Rodent holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents removed or destroyed and dam or berm repaired.
	Tree growth	Tree growth threatens integrity of dams, berms or slopes, does not allow maintenance access, or interferes with maintenance activity. If trees are not a threat to dam, berm, or embankment integrity or not interfering with access or maintenance, they do not need to be removed.	Trees do not hinder facility performance or maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted slope.	Slopes stabilized using appropriate erosion control measures. If erosion is occurring on compacted slope, a licensed civil engineer should be consulted to resolve source of erosion.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 19 – SAND FILTER POND			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Sand Filter Media	Plugging	Drawdown of water through the sand filter media, takes longer than 24 hours, and/or flow through the overflow pipes occurs frequently. A sieve analysis of >4% -100 or >2% -200 requires replacing sand filter media.	Sand filter media surface is aerated and drawdown rate is normal.
	Prolonged flows	Sand is saturated for prolonged periods of time (several weeks) and does not dry out between storms due to continuous base flow or prolonged flows from detention facilities.	Excess flows bypassed or confined to small portion of filter media surface.
	Short circuiting	Flows become concentrated over one section of the sand filter rather than dispersed or drawdown rate of pool exceeds 12 inches per hour.	Flow and percolation of water through the sand filter is uniform and dispersed across the entire filter area and drawdown rate is normal.
	Media thickness	Sand thickness is less than 6 inches.	Rebuild sand thickness to a minimum of 6 inches and preferably to 18 inches.
Underdrains and Clean-Outs	Sediment/debris	Underdrains or clean-outs partially plugged or filled with sediment and/or debris. Junction box/cleanout wyes not watertight.	Underdrains and clean-outs free of sediment and debris and are watertight.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Rock Pad	Missing or out of place	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil.	Rock pad restored to design standards.
Flow spreader	Concentrated flow	Flow from spreader not uniformly distributed across sand filter.	Flows spread evenly over sand filter.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 20 – SAND FILTER VAULT			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Trash and debris accumulated in facility.	Trash and debris removed from facility.
	Noxious weeds	Any noxious or nuisance vegetation which may constitute a hazard to County personnel or the public.	Noxious and nuisance vegetation removed according to applicable regulations. No danger of noxious vegetation where County personnel or the public might normally be.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Grass/groundcover	Grass or groundcover exceeds 18 inches in height.	Grass or groundcover mowed to a height no greater than 6 inches.
Pre-Treatment Chamber	Sediment accumulation	Sediment accumulation in first chamber exceeds the depth of the sediment zone plus 6 inches.	Sediment storage contains no sediment.
Sand Filter Media	Sediment accumulation	Sediment depth exceeds ½-inch on sand filter media.	Sand filter freely drains at normal rate.
	Trash and debris	Trash and debris accumulated in vault (floatables and non-floatables).	No trash or debris in vault.
	Plugging	Drawdown of water through the sand filter media, takes longer than 24 hours, and/or flow through the overflow pipes occurs frequently. A sieve analysis of >4% -100 or >2% -200 requires replacing sand filter media.	Sand filter media drawdown rate is normal.
	Short circuiting	Seepage or flow occurs along the vault walls and corners. Sand eroding near inflow area. Cleanout wyes are not watertight.	Sand filter media section re-laid and compacted along perimeter of vault to form a semi-seal. Erosion protection added to dissipate force of incoming flow and curtail erosion.
Vault Structure	Damaged to walls, frame, bottom and/or top slab.	Cracks wider than ½-inch, any evidence of soil entering the structure through cracks or qualified inspection personnel determines that the vault is not structurally sound.	Vault replaced or repaired to provide complete sealing of the structure.
	Ventilation	Ventilation area blocked or plugged.	No reduction of ventilation area exists.
Underdrains and Cleanouts	Sediment/debris	Underdrains or clean-outs partially plugged or filled with sediment and/or debris or are not watertight.	Underdrains and clean-outs free of sediment and debris and sealed.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Access Manhole	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open manhole requires immediate maintenance.	Manhole access covered.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 20 – SAND FILTER VAULT			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
	Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to remove	One maintenance person cannot remove cover/lid after applying 80 lbs of lift.	Cover/lid can be removed and reinstalled by one maintenance person.
	Ladder rungs unsafe	Missing rungs, misalignment, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.
Large access doors/plate	Damaged or difficult to open	Large access doors or plates cannot be opened/removed using normal equipment.	Replace or repair access door so it can be opened as designed.
	Gaps, doesn't cover completely	Large access doors not flat and/or access opening not completely covered.	Doors close flat and covers access opening completely.
	Lifting Rings missing, rusted	Lifting rings not capable of lifting weight of door or plate.	Lifting rings sufficient to lift or remove door or plate.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 21 – STORMFILTER® (CARTRIDGE TYPE)			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Any trash or debris which impairs the function of the facility.	Trash and debris removed from facility.
	Contaminants and pollution	Any evidence of contaminants or pollution such as oil, gasoline, concrete slurries or paint.	Materials removed and disposed of according to applicable regulations. Source control BMPs implemented if appropriate. No contaminants present other than a surface oil film.
	Life cycle	System has not been inspected for three years.	Facility is re-inspected and any needed maintenance performed.
Vault Treatment Area	Sediment load on vault floor	Greater than 2 inches of sediment.	Vault is free of sediment.
	Sediment load on top of cartridges	Greater than ½ inch of sediment.	Vault is free of sediment.
	Multiple scum lines above top of cartridges	Thick or multiple scum lines above top of cartridges. Probably due to plugged canisters or underdrain manifold.	Cause of plugging corrected, canisters replaced if necessary.
Vault Structure	Damage to wall, Frame, Bottom, and/or Top Slab	Cracks wider than ½-inch and any evidence of soil particles entering the structure through the cracks, or qualified inspection personnel determines the vault is not structurally sound.	Vault replaced or repaired to design specifications.
	Baffles damaged	Baffles corroding, cracking warping, and/or showing signs of failure as determined by maintenance/inspection person.	Repair or replace baffles to specification.
Filter Media	Standing water in vault	9 inches or greater of static water in the vault for more than 24 hours following a rain event and/or overflow occurs frequently. Probably due to plugged filter media, underdrain or outlet pipe.	No standing water in vault 24 hours after a rain event.
	Short circuiting	Flows do not properly enter filter cartridges.	Flows go through filter media.
Underdrains and Clean-Outs	Sediment/debris	Underdrains or clean-outs partially plugged or filled with sediment and/or debris.	Underdrains and clean-outs free of sediment and debris.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Access Manhole	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open manhole requires immediate maintenance.	Manhole access covered.
	Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to remove	One maintenance person cannot remove cover/lid after applying 80 lbs of lift.	Cover/lid can be removed and reinstalled by one maintenance person.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 21 – STORMFILTER® (CARTRIDGE TYPE)			
Maintenance Component	Defect or Problem	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
	Ladder rungs unsafe	Missing rungs, misalignment, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.
Large access doors/plate	Damaged or difficult to open	Large access doors or plates cannot be opened/removed using normal equipment.	Replace or repair access door so it can be opened as designed.
	Gaps, doesn't cover completely	Large access doors not flat and/or access opening not completely covered.	Doors close flat and covers access opening completely.
	Lifting Rings missing, rusted	Lifting rings not capable of lifting weight of door or plate.	Lifting rings sufficient to lift or remove door or plate.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 22 – BAFFLE OIL/WATER SEPARATOR			
Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Any trash or debris which impairs the function of the facility.	Trash and debris removed from facility.
	Contaminants and pollution	Floating oil in excess of 1 inch in first chamber, any oil in other chambers or other contaminants of any type in any chamber.	No contaminants present other than a surface oil film.
Vault Treatment Area	Sediment accumulation	Sediment accumulates exceeds 6 inches in the vault.	No sediment in the vault.
	Discharge water not clear	Inspection of discharge water shows obvious signs of poor water quality- effluent discharge from vault shows thick visible sheen.	Effluent discharge is clear.
	Trash or debris accumulation	Any trash and debris accumulation in vault (floatables and non-floatables).	Vault is clear of trash and debris.
	Oil accumulation	Oil accumulations that exceed 1 inch, at the surface of the water in the oil/water separator chamber.	No visible oil depth on water.
Vault Structure	Damage to Wall, Frame, Bottom, and/or Top Slab	Cracks wider than ½-inch or evidence of soil particles entering the structure through the cracks, or maintenance/inspection personnel determines that the vault is not structurally sound.	Vault replaced or repaired to design specifications.
	Baffles damaged	Baffles corroding, cracking, warping and/or showing signs of failure as determined by maintenance inspection personnel.	Repair or replace baffles to specifications.
Gravity Drain	Inoperable valve	Valve will not open and close.	Valve opens and closes normally.
	Valve won't seal	Valve does not seal completely.	Valve completely seals closed.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Access Manhole	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open manhole requires immediate maintenance.	Manhole access covered.
	Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to remove	One maintenance person cannot remove cover/lid after applying 80 lbs of lift.	Cover/lid can be removed and reinstalled by one maintenance person.
	Ladder rungs unsafe	Missing rungs, misalignment, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.
Large access doors/plate	Damaged or difficult to open	Large access doors or plates cannot be opened/removed using normal equipment.	Replace or repair access door so it can be opened as designed.
	Gaps, doesn't cover completely	Large access doors not flat and/or access opening not completely covered.	Doors close flat and covers access opening completely.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 22 – BAFFLE OIL/WATER SEPARATOR			
Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
	Lifting Rings missing, rusted	Lifting rings not capable of lifting weight of door or cover/lid.	Lifting rings sufficient to lift or remove cover/lid.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 23 – COALESCING PLATE OIL/WATER SEPARATOR			
Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
Site	Trash and debris	Any trash or debris which impairs the function of the facility.	Trash and debris removed from facility.
	Contaminants and pollution	Floating oil in excess of 1 inch in first chamber, any oil in other chambers or other contaminants of any type in any chamber.	No contaminants present other than a surface oil film.
Vault Treatment Area	Sediment accumulation in the forebay	Sediment accumulation of 6 inches or greater in the forebay.	No sediment in the forebay.
	Discharge water not clear	Inspection of discharge water shows obvious signs of poor water quality - effluent discharge from vault shows thick visible sheen.	Repair function of plates so effluent is clear.
	Trash or debris accumulation	Trash and debris accumulation in vault (floatables and non-floatables).	Trash and debris removed from vault.
	Oil accumulation	Oil accumulation that exceeds 1 inch at the water surface in the in the coalescing plate chamber.	No visible oil depth on water and coalescing plates clear of oil.
Coalescing Plates	Damaged	Plate media broken, deformed, cracked and/or showing signs of failure.	Replace that portion of media pack or entire plate pack depending on severity of failure.
	Sediment accumulation	Any sediment accumulation which interferes with the operation of the coalescing plates.	No sediment accumulation interfering with the coalescing plates.
Vault Structure	Damage to Wall, Frame, Bottom, and/or Top Slab	Cracks wider than ½-inch and any evidence of soil particles entering the structure through the cracks, or maintenance inspection personnel determines that the vault is not structurally sound.	Vault replaced or repaired to design specifications.
	Baffles damaged	Baffles corroding, cracking, warping and/or showing signs of failure as determined by maintenance/inspection person.	Repair or replace baffles to specifications.
Ventilation Pipes	Plugged	Any obstruction to the ventilation pipes.	Ventilation pipes are clear.
Shutoff Valve	Damaged or inoperable	Shutoff valve cannot be opened or closed.	Shutoff valve operates normally.
Inlet/Outlet Pipe	Sediment accumulation	Sediment filling 20% or more of the pipe.	Inlet/outlet pipes clear of sediment.
	Trash and debris	Trash and debris accumulated in inlet/outlet pipes (includes floatables and non-floatables).	No trash or debris in pipes.
	Damaged	Cracks wider than ½-inch at the joint of the inlet/outlet pipes or any evidence of soil entering the vault at the joint of the inlet/outlet pipes.	No cracks more than ¼-inch wide at the joint of the inlet/outlet pipe.
Access Manhole	Cover/lid not in place	Cover/lid is missing or only partially in place. Any open manhole requires immediate maintenance.	Manhole access covered.
	Locking mechanism not working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts cannot be seated. Self-locking cover/lid does not work.	Mechanism opens with proper tools.
	Cover/lid difficult to remove	One maintenance person cannot remove cover/lid after applying 80 lbs of lift.	Cover/lid can be removed and reinstalled by one maintenance person.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 23 – COALESCING PLATE OIL/WATER SEPARATOR			
Maintenance Component	Defect	Condition When Maintenance is Needed	Results Expected When Maintenance is Performed
	Ladder rungs unsafe	Missing rungs, misalignment, rust, or cracks.	Ladder meets design standards. Allows maintenance person safe access.
Large access doors/plate	Damaged or difficult to open	Large access doors or plates cannot be opened/removed using normal equipment.	Replace or repair access door so it can be opened as designed.
	Gaps, doesn't cover completely	Large access doors not flat and/or access opening not completely covered.	Doors close flat and covers access opening completely.
	Lifting Rings missing, rusted	Lifting rings not capable of lifting weight of door or plate.	Lifting rings sufficient to lift or remove door or plate.

APPENDIX A – SWDM MAINTENANCE STANDARDS

NO. 24 – CATCHBASIN INSERT			
Maintenance Component	Defect or Problem	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
Media Insert	Visible Oil	Visible oil sheen passing through media	Media inset replaced.
	Insert does not fit catch basin properly	Flow gets into catch basin without going through media.	All flow goes through media.
	Filter media plugged	Filter media plugged.	Flow through filter media is normal.
	Oil absorbent media saturated	Media oil saturated.	Oil absorbent media replaced.
	Water saturated	Catch basin insert is saturated with water, which no longer has the capacity to absorb.	Insert replaced.
	Service life exceeded	Regular interval replacement due to typical average life of media insert product, typically one month.	Media replaced at manufacturer's recommended interval.
	Seasonal maintenance	When storms occur and during the wet season.	Remove, clean and replace or install new insert after major storms, monthly during the wet season or at manufacturer's recommended interval.

APPENDIX B – NUTRIENT MANGEMENT PLAN

Nutrient runoff pollution is the most severe problem facing local waterways. Runoff that carries excess nitrogen increases the growth of algae and reduces water clarity, which stresses underwater plant and animal life.

The Public Works Department is committed to maintaining healthy landscapes with the minimal use of pesticides and fertilizers.

The following is a list of things to be considered and evaluated before the decision to apply fertilizer to City maintained landscapes and grounds:

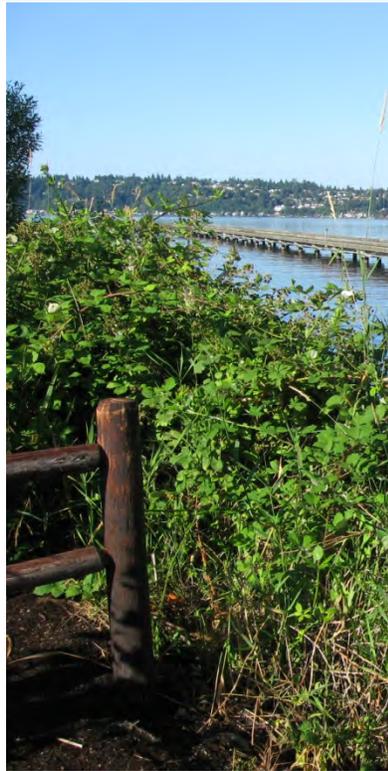
- ❖ Plant Identification
 - Trees
 - Shrubs
 - Turf
 - Perennials and Annuals
- ❖ Plant age
- ❖ Plant location
 - Parks
 - ◆ Active
 - ◆ Passive
 - City Hall Grounds
 - Rights-of-Way (street trees and parking strips)
- ❖ Soil type
- ❖ Proximity to waterways
- ❖ Plant health evaluation
- ❖ Application timing
- ❖ Fertilizer type
 - 100% Organic
 - Organic-Synthetic Blends
 - Synthetic
- ❖ Appropriate fertilizer application rate

Once a full evaluation has been completed, a fertilizer application may be determined to be beneficial. All fertilizer applications will be recorded and logged.

Fertilizers shall be purchased in the appropriate amounts for the specific application and should not be purchased in excessive amounts. If fertilizers are to be stored, they will be stored in a secured, weatherproof container.



City of Kenmore IPM Manual



City of Kenmore
February 2010

This page intentionally left Blank.

Introduction

The City's parks and natural areas are a reflection of the values of the community. The Public Works Department strives to ensure that public landscapes remain attractive while meeting the expectations of its users as well as preserve natural ecosystems for the future. Park landscapes including trees, shrubs, flower beds, ponds, streams, rivers and lakes make up these open spaces which require maintenance and protection from damage by both humans as well as biological pests.

Integrated pest management (IPM) is a sustainable approach to managing pests by combining biological, cultural, physical and chemical methods in a way that will minimize the effects on the environment, minimize domestic and health risks, while considering budgetary restrictions. The objectives of the IPM program are:

- To protect the health, safety, and welfare of the community
- To provide efficient cost effective maintenance of the City's park resources, which includes non-chemical controls whenever possible
- To design new and renovate existing landscape areas that suit site conditions with sustainable maintenance practices, thus providing a comprehensive stewardship of parks and natural resources
- To restore, create and protect environmentally valuable areas such as wetlands and riparian areas, aquatic and terrestrial wildlife habitat, forests, and meadow areas.

Definitions

Integrated Pest Management (IPM) – A decision-making process to determine if, where, when and how pest problems will be managed. An IPM program includes all potential pest control strategies, but focuses on non-chemical controls whenever possible, in order to perpetuate a sustainable environment. The following four pest control methods may be employed in an IPM program:

Cultural Control: The use of sound horticultural practices to optimize plant health and to suppress insects, disease, and weed growth. Other cultural controls include site-appropriate design and the use of disease or drought-resistant plants.

Mechanical Control: The use of a variety of tools and equipment for the purpose of eliminating pests.

Biological Control: The use of biological control agents that act as predators or parasites of pest species or the use of other beneficial organisms that improve plant health by enhancing soil quality.

Chemical Control: The application of various agricultural products such as herbicides, insecticides or fungicides or other chemical compounds to a target pest as a means of control.

MSDS – Material Safety Data Sheets or MSDS are prepared by manufacturers of chemical products to relay the necessary safety and protective information to users about the said chemical compounds.

Pesticide – Any material including agricultural chemicals, herbicides, insecticides and fungicides, or biological agents applied to a target pest as a control measure.

Pest – The word “pest” has been broadly defined in this document to include “injurious” insect species, plant pathogens, noxious or invasive vegetation, vertebrate animals such as rodents, structural pests or any other factor that creates an unhealthy environment for landscapes and structures.

Threshold – The term “threshold” refers to the point at which pest injury can no longer be tolerated without compromising the health or aesthetic value of a plant, ecosystem or other assets of value including human health. Once a threshold is being approached, some control measure may be necessary to suppress pest activity to acceptable levels.

Background

POLICIES AND REGULATIONS

By legal definition, a pesticide is any substance for which a manufacturer or distributor claims pesticidal value. Today there are more than 32,000 pesticide products registered to destroy, prevent, attract, or in some manner, control pests.

The first act of pesticide control was passed in 1910 called the Insecticide Act of 1910. Since then there has been the Federal Insecticide, Fungicide, and Rodenticide Act of 1947 (FIRFA) and more recently, the Federal Environmental Pesticide Control Act of 1972. The major provisions of this act are:

- All pesticides must be registered with the U.S. Environmental Protection Agency (EPA). Qualified states may also register pesticides under special conditions.
- All pesticides will be classified for either general or restricted use.
- Only certified applicators, or those under their supervision, may apply restricted use pesticides. States have the authority to certify applicators.
- Use of pesticide inconsistent with labeling instructions is prohibited.
- Violators may be fined or imprisoned or both.

Other important regulations pertain to working within a protected areas, such as wetlands and riparian corridors, steep slopes and native growth protection areas. Certain activities are restricted in these areas and may require special permits granted by the City of Bellevue and other regulatory agencies. Further description of these areas and their restrictions will be described in specific chapters of this manual.

PESTICIDE USE DECISION

The following agencies and individuals are involved in the determination of when to use pesticides in the City of Kenmore.

- The **Washington State Department of Agriculture (WSDA)** sets the overall policy for pesticide use in the state of Washington. The approved chemical list can be seen on their website at www.agr.wa.gov.
- The **Washington Department of Ecology (WDOE)** requires a special permit for all aquatic herbicide applications. This permit allows herbicide control for all listed noxious weeds within an aquatic environment and monitors impacts levels on non-target plants.
- The **Public Works Operations Manager** is responsible for upholding and applying City’s pesticide policies and procedures within their areas of control. They are also responsible for ensuring that any personal protective equipment (PPE) is available and properly fitted for use by applicable staff for any chemical application.
- The **City’s Contractors**, under the direction of the Public Works Operations Manager, will determine the most appropriate control measure for actual landscape pest situations, including selecting the most appropriate pesticide products, if necessary. They are also responsible for the safe storage and handling of pesticides, spill responses, and related training.
- The **Public Works Operations Manager** is responsible for ensuring that City Contractors and Public Works staff are maintaining their mandatory annual recertification training for all licensed pesticide applicators, officially called “Pesticide Operators” that may be performing pesticide applications to any City owned properties.

PEST MANAGEMENT GUIDELINES

The following pest management guidelines generally apply to all City of Kenmore’s Parks and other public landscapes:

- City landscapes will be designed to minimize pest management. Where resources are available and existing design themes will not be compromised, modifying landscapes will be considered to reduce pest management.
- All reasonable, cost effective non-chemical pest control options will be considered first before resorting to the use of pesticides.
- Public Works will practice IPM in all pest management situations, understanding that some situations will require the use of a pesticide product.
- Certain levels of pest problems or populations will be accepted within established thresholds. Those thresholds will vary with the pest and the landscape setting.
- Public Works will not perform prophylactic or calendar-based pesticide applications.
- Only pesticides approved for that particular use will be used for the prescribed applications. When pesticides are applied, the smallest effective area will be treated, and the application will be timed to minimize public contact and the effects on the environment.
- Whenever possible, pesticide applications will be carefully timed to control the pest and reduce the need for re-treatment.
- In accordance with the Washington State Licensing Guidelines, all staff and contractors who are engaged in the use, application and storage of pesticides shall have a current Washington State Pesticide License. Contractors must notify the Public Works Department prior to the application of any pesticide for approval to use such pesticides.
- Public Works pesticide applicators shall strictly observe all pesticide products label requirements. All chemicals used on City property will have an MSDS on file, and will be available to all staff, contractors and the public upon request.

- Pesticides shall not be used to control plants with edible fruit during the fruiting season unless the plant being controlled is not of sufficient size to produce fruit. Fruiting plants such as blackberries should be first cut to the ground, allowed to re-sprout and then chemically controlled before the plant can produce fruit. Plants controlled in this manner should never be allowed to produce fruit in the future.
- All sites where pesticides have been applied shall be posted, as required by the Washington State Department of Agriculture (WSDA). As required by the WSDA, all applications of pesticides will be recorded.
- Public Works will continue its aggressive training program for all staff that apply pesticides, and will continue to emphasize learning new pest control techniques, as they are available.
- Public Works will continue to field test alternative controls to pesticide use and will implement successful control options as budget allows.
- To promote public understanding and support of the benefits of the IPM program, educational assistance and information will be provided to the public regarding the use of pesticides.
- The City shall comply with all Federal, State and Local regulations pertaining to the application, handling, storage, and disposal of pesticides.

COMPONENTS OF AN IPM PROGRAM

IPM involves a structured decision-making process that embodies the philosophy and components of the IPM system. Through the following applications, as well as the proceeding guidelines, a well managed IPM program can be implemented.

- 1. Identification of pest populations:** Identify the nature, location, scale and the intensity of the problem.
- 2. Determine plant injury levels:** Define the tolerance levels for aesthetic and economic injuries. Prescribe the point at which actions must be taken to avoid exceeding the tolerance level.
- 3. Design and implement the pest management treatment:** Research all possible options and design strategies. Non-target organisms must be considered at this time. Use of pesticides is limited to situations where other cultural and biological options are not likely to be successful within the context of available resources. The pesticide chosen shall be the least toxic of those available and with the minimal of impact, as defined by that chemical's use.
- 4. Evaluate results.** Conduct follow-up inspections to support evaluation:
 - Did the pest population decline to acceptable levels?
 - Was there a negative impact on non-target organisms?
 - Do the host plants appear to be able to thrive following a successful treatment?
- 5. Adjust and extend program as indicated.** Decide whether further treatment will be necessary, either on a temporary or permanent basis. If the treatment is to be on a permanent basis, schedule to plan potential site modifications to eradicate the problem or prevent future recurrences.
- 6. Create documentation of all research, monitoring, and application data.** A comprehensive system of forms for monitoring data and documenting treatment is a key component of a successful IPM program.
- 7. Share pest management information with decision-makers and maintenance staff.** Professional staff must know the degree to which landscape pest management programs impact existing staff,

maintenance budgets, and park assets. Only through such understanding and ongoing communication can the best long-term strategies be developed for managing pest populations.

IPM ALTERNATIVES SELECTION HIERARCHY

The following selection rationales are used as a guide in determining whether pesticides shall be used in place of other control methods:

- Proper planning and management decisions begin the IPM process.
- Cultural methods of vegetation and pest control are preferred and will be employed first.
- If unsuccessful, mechanical means of vegetation and pest control will be employed next where feasible, and then,
- Biological means of vegetation and pest control will be employed next where they are practical and feasible.
- Pesticides will only be used when no other feasible method exists that will control the pest within the realities of the location, site conditions, budget and other relevant considerations. At the same time, it is recognized that pesticide use is a legitimate element of an IPM program.

Best Management Practices

Storage and Use Guidelines

Every employee has a personal responsibility to themselves, other staff, and the public to follow safe work practices when storing or using pesticides.

1. Management Practices

- Always read the label of the chemical that you will be using.
- Store and handle all chemicals or fertilizers in a manner that minimizes worker exposure and potential for contamination of surface and ground water.
- Always have the correct Material Safety Data Sheet (MSDS) on hand for all chemicals or fertilizers at your site (required by law).
- Always check the MSDS for the type of protection needed and the recommended re-entry time before the chemical is applied.
- When possible, purchase the smallest amount of any pesticide needed and avoid stockpiling of chemicals.
- Store fertilizer in a separate weatherproof area.
- All spray equipment shall be maintained in proper working order and stored in an OSHA-approved site.
- All protective gear (masks, filters, rain gear) will be stored separately from any possible contamination.
- Store and mix all chemicals in a WSDA-approved storage and mixing area. Label storage area with an NFPA-coded sign to protect Fire Department or Hazmat personnel in case of emergency.

APPENDIX C – INTEGRATED PEST MANAGEMENT PLAN

- Any pesticides in inventory that are no longer needed for use will be disposed of through hazardous materials disposal practices.
- A pesticide inventory is maintained by the Resource Management Division.

2. Pesticide Application Equipment

Pesticide application for all listed areas will be carried out by hand with directed, low-volume, single-wand sprayers, wiping, daubing and painting equipment, injection systems, or drop spreaders. Typically, applications are done with backpack sprayers, but may also include sprayers with larger fill tanks providing the same kind of hand application method is used. These methods of delivery result in low-volume applications at low nozzle pressures. This practice minimizes the formation of fine mists that can result in pesticide drift. These practices also help ensure that the pesticide applied will reach only its intended target. In large open turf areas, boom type sprayers may also be employed. Boom sprayers are efficient and expedient, used to destroy weeds species after they have exceeded the acceptable threshold level.

3. Personal Protective Equipment (PPE)

The table on the following page shows the personal protective equipment required by City, state and federal regulations for pesticide use.

4. Chemical Application near Watercourses & Aquatic Habitats

Generally, the use of chemical products within 50 feet of a watercourse shall be prohibited in favor of an alternative control method. If a pesticide or herbicide must be applied within the 50 foot buffer, only products registered for use near water bodies shall be used, and great care will be taken to ensure that the product does not migrate into the watercourse either through drift or by overland flow. Weather conditions must be monitored carefully to avoid applying a chemical near a watercourse immediately before heavy rains. Soil conditions and site topography must also be carefully studied to determine the appropriate timing of a chemical application **and/or whether a chemical should even be applied at the site.**

Personal Protective Equipment (PPE) Guide for Using Pesticides			
Pesticide Formulation	LABEL SIGNAL WORD		
	Caution	Warning	Danger
Dry	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • shoes & socks 	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • shoes & socks • wide-brimmed hat • gloves 	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • shoes & socks • hat • gloves • cartridge or canister respirator if dusts in air or if label precautionary statement says "Poisonous or fatal if inhaled"
Liquid	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • shoes & socks • wide-brimmed hat • gloves 	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • shoes & socks • wide-brimmed hat • rubber gloves 	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • rubber boots • rubber gloves • goggles or face shield

APPENDIX C – INTEGRATED PEST MANAGEMENT PLAN

		<ul style="list-style-type: none"> • goggles if required label precautionary statement • cartridge or canister respirator if label precautionary statement says “Do not breathe vapors or spray mist” or “Poisonous if inhaled” 	if required label precautionary statement <ul style="list-style-type: none"> • cartridge or canister respirator if label precautionary statement says “Do not breathe vapors or spray mist” or “Poisonous if inhaled”
Liquid when mixing	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • shoes & socks • wide-brimmed hat • gloves • rubber apron 	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • shoes & socks • wide-brimmed hat • rubber gloves • goggles or face shield • rubber apron • Respirator if label precautionary statement says: “Do not breathe vapors or spray mist” or “Poisonous (or fatal or harmful) if inhaled” 	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • rubber boots • wide-brimmed hat • rubber gloves • rubber apron • canister respirator
Liquid (prolonged exposure to spray)	<ul style="list-style-type: none"> • long-legged pants • long-sleeved shirt • boots • rubber gloves • waterproof wide brimmed hat 	<ul style="list-style-type: none"> • water-repellent long-legged pants & long sleeved shirt • rubber boots • rubber gloves • rubber apron • waterproof wide brimmed hat • face shield • cartridge or canister respirator 	<ul style="list-style-type: none"> • waterproof suit • rubber boots • rubber gloves • rubber apron • waterproof hood or wide brimmed hat • face shield • canister respirator

IPM Best Management Practices

Public Works maintains a wide variety of landscape types, each with unique pest control issues and control measures. For these reasons, the pest control measures specific to each landscape are dealt with separately in this section. If chemical applications are required, only chemicals approved for a specific location will be used in that location.

CONTROL OF SPECIAL PESTS

- **Blackberries** – An aggressive, invasive plant, blackberry will overtake a disturbed site at an alarming rate. Mechanical control is not very effective by itself. But combined with chemical control measures and replanting of the site, effective control can be maintained. Chemical applications shall be kept to the area of infestation. Treatment efforts should include re-vegetating the site with desirable plant species.
- **Scotch Broom** – An unruly plant, it thrives on disturbed sites. It is difficult to control, and spreads rapidly. The seeds and flowers are toxic, making it a high priority for eradication. Manual control can have some effect, but it must be done at the proper time of year. Chemical control can also be effective, but requires follow up management techniques until full eradication occurs. Chemical applications shall be kept to the area of infestation.
- **English Ivy** – A very aggressive, invasive, introduced plant, Ivy is difficult to control or eradicate. Manual or mechanical control is somewhat effective, but highly time consuming. A combination of mechanical and chemical control is more effective, and spread can be kept to a minimum, with continuous control measures. Chemical applications shall be kept to the area of infestation.
- **Horsetail** – One of the most tenacious weeds in the Northwest gardens is horsetail. It is almost impossible to control manually or mechanically. Horsetail can be controlled with herbicides. As with other chemical controls, chemical application shall be contained to the area of infestation. Horsetail is an indication of high water content in soil, so any use of herbicides should be well thought out and carefully timed.
- **Garden Slugs** – As in all Northwest gardens, garden slugs can have a significant impact on park floral beds. Approved control strategies include manual control and careful use of chemical control products. One non-toxic chemical that is found to work is iron phosphate, which is biodegradable and is even healthy for garden soil.
- **Rats** – Rats are only somewhat of a pest problem in Bellevue parks. Bellevue does have some natural predators of rats which helps alleviate many of the problems that could occur. They do pose a human health risk and will be controlled in given situations. The common method of control is baiting with an approved rat bait/trap. Extreme caution must be taken to place rat bait in locations where people or domestic animals cannot access it.
- **Mice** – Mice are becoming an increasing human health problem from Hanta virus. Mice control is not currently a major pest control issue in Parks facilities, but increased control measures may be required in the future based on the history of the virus.
- **Yellow Jackets, Hornets, and Wasps** – These insects often require control in parks. Control is typically through use of an approved insecticide. Only individual nests are treated and only if the nest poses an imminent risk to humans using park facilities.
- **Vector-borne Disease** – Here in the Pacific Northwest, vector-borne diseases are only starting to become an issue. The most significant is mosquito-borne diseases, such as the West Nile Virus. Complete control of mosquito infestations is near impossible, but cultural control can have some effect, such as removing any standing-stagnant water from any sites. Larvicides may also be used to control mosquito infestations if it's determined that public health concerns warrant their use.

IPM FOR PLANT BEDS

Plant beds are defined as non-turf planted areas that include woody plant material such as shrubs and trees and ground covers. The category also includes floral color displays containing herbaceous plants such as perennials, annuals, and bulbs. The most serious pest management issue in plant beds is weed control. If not controlled, weeds not only make a plant bed look unkempt but, more importantly, can out-compete desirable landscape plants resulting in a loss of assets.

Pest Tolerance Thresholds

- In general, weeds are not tolerated in park plant beds.
- Insect pests are tolerated, unless they pose a threat to humans.
- Diseased plants are not tolerated and are usually removed.

Pest Management Strategies

Weed Control

- Weeds are controlled by hand pulling, or by mechanical methods in larger plant beds.
- Plant beds will be mulched after planting to suppress new weed growth.
- Use of landscape fabric can be used.
- Herbicides can be sprayed, if necessary.

Disease Control

- Diseased plants shall be hand pulled from plant bed and discarded appropriately.
- Disease resistant plants shall be planted in all parks plant beds, whenever possible.

IPM for Trees

Trees are an integral part of most landscapes, whether formal or natural, and are considered an asset. They provide shade, clean the air of pollutants, modify both micro and macro climates, and provide visual relief to the urban environment. Because trees are often very large and tall, accessing and managing insects and disease can be quite difficult and costly.

Pest Tolerance Thresholds

- In general, insect and disease pests in trees are tolerated
- Insect or disease pests in selected, high-value specimen trees may be subject to control measures.

Pest Management Strategies

Physical Damage to Trees

Physical damage to trees can be a major factor in overall loss of trees. This damage most often occurs in one of two ways. One is when trees are repeatedly struck by mowing equipment. A second form of injury is by string trimmers, which can damage bark leading ultimately to tree loss. Many trees are also lost to lack of appropriate care during construction projects within existing parks.

- Removing turf from around the tree base to create tree mulch rings 3 to 4 feet in diameter can substantially reduce damage caused by mowers and trimmers. With tree mulch rings, a mower or trimmer never has to come close enough to the tree to cause damage. The tree mulch ring will need to be kept free of grass and weeds.
- All pruning for tree health reasons and for hazard reduction will be done in conformance with the International Society of Arboriculture standards.

Insect Control

Public Works does not actively control insect pests in trees. This is particularly true of large trees where the control of the pest might require the use of large aerial spray equipment, which carries with it a high probability of the insecticide applied leaving the area due to wind drift. For example, Public Works does not spray aphids despite the “honeydew” problem associated with them. When insect pests are controlled in trees, the following measures are used:

- Trees that are highly susceptible to specific insect pests (such as blue spruce and spruce aphids) may be removed from the landscape and replaced with resistant species.
- When possible, the portion of the tree affected by the insect (such as tent caterpillars) can be physically removed, eliminating the pest.
- An insecticide may be applied to control a specific insect pest in very selected situations. These situations include pests on specimen quality trees at special gardens or in high visibility locations where the presence of the pest threatens the life of the tree. In these situations, general foliar applications will not be made unless the potential for product drift can be controlled.
- New injection technology may allow for systemic control of certain insect pests with minimal or no impact to human or environmental health. Public Works will continue to explore this technology as a potential control in the future for insect pests that may threaten the health of valuable park trees.

Disease Control

Most diseases are tolerated in trees, unless they lead to a tree becoming a hazard to the surrounding environment. As with insecticides, it is unlikely that Public Works will subscribe to general foliar applications of fungicides or similar pesticide products to control disease pests in trees. The following are control measures that can be performed:

- Trees that are susceptible to particular disease pathogens may be removed from the landscape and replaced with resistant varieties.
- When possible, parts of trees affected by disease should be pruned out and properly disposed to stop the spread of disease within the tree and to adjacent trees.
- An appropriate fungicide may be applied to control a specific disease pathogen in very selected situations. These cases include specimen quality trees in special gardens or in high-visibility park locations where the presence of the disease threatens the life of the tree. In these situations, general foliar applications will not be made unless the potential for product drift can be controlled.

- New “injection” technology may allow for systemic control of certain disease in trees pests with minimal or no impact to human or environmental health. Parks will continue to explore this technology as a potential control for disease pests that may threaten valuable trees in City parks.

IPM FOR TURF

Public works maintains variety of turf types. These include park lawn areas (both formal and informal), meadow areas and other turf types. Each of these turf types has different pest management challenges, and practices may vary accordingly.

Pest Tolerance Thresholds

- Some level of weed, insect, and disease pests are tolerated in general park lawn areas.
- Pests in highly maintained turf such as athletic fields, bathing beaches and other high-visibility/high-use areas are generally controlled through good turf cultural practices.
- Because of the unique conditions present on golf courses, a variety of pest control measures are used, including mechanical, cultural and chemical.

Pest Management Strategies

Broadleaf Weeds

Weeds in turf are tolerated, to some level, with the exception a few high-visibility park turf areas. When control is necessary, the primary method is through the following cultural practices:

- careful monitoring of watering practices
- fertilization
- aeration
- top-dressing
- over-seeding
-

By performing these cultural practices, park turf is made healthier and better able to compete with various broadleaf weeds. Chemical weed control will be used only as a last resort for controlling particularly difficult weeds in high-visibility turf areas.

- In these limited situations the least toxic, least residual pesticide will be used for spot treatments.
- General broadcast treatments will generally be avoided.
- Timing of such applications will be made to avoid contact with the public to the extent possible.
- Posting of the site that has been treated will meet or exceed legal requirements.

Insect Control

The only real insect pest currently of significance for turf in the Kenmore area is the European Crane Fly. While it can be quite damaging to turf areas, the crane fly is not controlled by prophylactic means.

- Chemical control is used only in the very limited circumstances to turf of very high visibility and value such as selected high-visibility/high-use turf areas.
- Any chemical applications will be spot treatments directed specifically at the turf areas containing the pest.
- The preferred initial choice for application in high-use areas is the “safest” or least toxic product available.

Disease Control

General Park Turf

Disease in general park turf is typically tolerated and not actively controlled.

- In high-use/high-visibility park turf areas, disease will be controlled to a considerable degree by performing sound cultural practices.
- Pesticides may be used as a last resort to control disease in park turf areas.

Grass Trimming Abatement

The control of grass growing along fence lines and around trees, bollards, posts and other landscape features is a regular maintenance activity that helps preserve the asset by allowing large riding lawn mowers to steer clear of objects. This is especially important around trees where impact from mower damage can easily lead to tree loss. At the same time, keeping this grass controlled allows Parks to present parks that appear clean and well kept. This grooming affects how the public uses our facilities. Well-maintained parks are subject to less vandalism and related misuse. The following are BMPs for grass trimming:

- **String trimmers or push mowers.** The grass is trimmed using gas-powered string trimmers or push-type lawn mowers. This labor-intensive practice is costly and produces noise and air pollution.
- **Herbicide.** Applications are performed annually or semi-annually, to provide pre-emergent control of weed and grass seed not yet germinated in tree mulch rings, plant beds and similar areas.

IPM FOR NATURAL AND SENSITIVE AREAS

Natural areas are City-owned property with critical environmental resources. These sensitive habitats shelter native ecosystems and wildlife habitat. For the purposes of this IPM manual, these resource assets are divided into three major groups:

- Wetlands, riparian corridors, shorelines and aquatic habitats
- Forests
- Meadows

Pest Tolerance Thresholds

For all natural and sensitive areas:

APPENDIX C – INTEGRATED PEST MANAGEMENT PLAN

- Invasive plants are generally not tolerated. Invasive plants will be controlled in conjunction with natural resource enhancement efforts in these environments as resources permit and where control can be practically achieved.
- Noxious weeds will not be tolerated and will be controlled when found in conformance with State of Washington mandate.
- Only insect pests that pose a risk to the public (such as hornets) or to the resource (such as gypsy moth) will be controlled.
- Plant diseases will generally be tolerated unless: a specific control can be employed that will be effective in ensuring the health of particularly valuable assets; or if they pose a threat to other plant populations outside of the natural area; or if they pose an unacceptable risk to the public.
- Herbicide Use: The use of herbicides in any natural environment must be carefully considered. Herbicides will be used for weed control in natural areas only when other control measures have been tried and failed, and only if control can be achieved through the use of a herbicide, and is imperative to the health of the site. For wetland or water environments, only approved wetland herbicides will be used.

When needed, herbicide use practices are as follows:

- Cut and stem treatment (daubing or painting) is the preferred choice for natural area management.
- Certain invasive plants are difficult to treat and control in their mature form. If possible, remove existing growth manually or mechanically. Wait for new growth to become established. Then treat with the appropriate and approved herbicide.

Pest Management Strategies

Weed Control

An overriding principle of IPM is the maintenance of healthy plant communities. That means weed control of the following types:

- **Timed mowing.** Carefully timed mowing before seed set can effectively reduce weed seed sources. Frequent mowing can eliminate blackberry and other woody species.
- **Mulching.** Mulching around the base of plantings is widely accepted as a horticultural practice for soil fertility and weed control. In most instances, composted wood chips or onsite recycle leaf litter are adequate materials. Avoid wood chips from diseased trees. Mulch should be between 2 to 3 inches deep for best results.
- **Weed watch during mulching.** Care must be given to not incorporate new weed problems when importing mulch materials.

Woody Brush Control

The control of woody brush, like blackberry, is very important in certain park locations. Often these plants are found in transition areas between developed park areas and natural areas. If not controlled, woody brush can easily over take forest-edge environments, eliminating vital habitat opportunities. Control measures for woody brush include the following:

APPENDIX C – INTEGRATED PEST MANAGEMENT PLAN

- Manual or mechanical removal using hand tools or gas-powered equipment. Special tools are now available for removing woody brush. In many areas, this can provide effective control.
- Chemical control can be employed when other measures are not mechanically or economically feasible. Spot applications are preferred, whenever possible, to large area applications.

Insect Control

Insects like the European and Asian Gypsy moth and the Asian Long Horned Beetle can potentially devastate Bellevue's urban forest. Parks will cooperate with state and federal agencies in their monitoring and control programs to prevent the introduction of these pests.

Disease Control: Root Rots

Even native forests can have serious disease problems. Root rots are the most serious problem, leading often to the death of significant trees. Several strategies help control root rot in forests:

- inoculate with mycorrhizae
- remove infected wood
- plant resistant varieties
- treat resulting stumps with borax on Western Hemlock
- do not change site conditions on mature trees

Stump Re-Sprouting Control

Often there is a need to remove small trees and prevent re-sprouting of a stump. Methods for controlling the re-sprouting of stumps include the following:

- If the location of the stump(s) will allow access by equipment, then they can be mechanically removed providing the location is not within an environmentally critical area.
- Small stumps may be removed manually providing they are not on steep slopes or in other environmentally critical areas.
- The re-sprouting of stumps can also be controlled by painting newly cut stump surfaces with an herbicide. Care will be taken to limit the application of the selected herbicide to the stump surface only.

Invasive Plant Control

Invasive plant control shall follow the guidelines established by *King County Noxious Weed Boards*. Except in the case of Class A weeds, the goal is suppression of weed populations to below threshold (damage causing) levels. Eradication of certain ecological weeds (blackberry or ivy) in all of the City's natural areas is neither feasible nor cost-effective. However, controlling spread of the problem and eradicating it in certain priority locations are Public Works goals.

Control methods include:

- Use **extent of removal** and **type of habitat** to determine the pest control method.
- Large areas that are totally infested can be mowed. Areas that are interspersed with invasive pests require more selective procedures such as manual removal.
- Heavy equipment or manual removal can be used on firm soils. On either steep or saturated soil, use techniques that will minimize site or slope disturbance.
- Where mechanical or manual removal is neither possible nor practical but control is essential, careful and selective use of an approved herbicide is permitted. Use of these chemicals shall conform to the guidelines listed below in “Herbicide Use.”
- Re-establishing a new native planting regime as quickly as possible following the removal of invasive plants is critical to successful forest restoration. These new plantings will require care for several years to guarantee establishment.
- Preserve established native plants when possible rather than reestablishing new plants after the clearing of invasives.
- Public education and outreach concerning plant identification and management techniques will also aid the City in controlling noxious weeds.

Nuisance Wildlife Control

Mountain beavers, moles, coyotes, beavers, opossums, raccoons, waterfowl and other species can be destructive to natural areas when their activities are excessive. Overall, Parks does not encourage the interference with wildlife, and prefers to leave them to their natural behaviors. If control of wildlife is deemed necessary, Public Works will work with the most appropriate agency to formulate a control solution.

IPM FOR TRAILS

Pest Tolerance Thresholds

- Invasive plants that invade the trail area are generally not tolerated. Invasive plants will be controlled in conjunction with ecosystem restoration efforts on any park trail as resources permit.
- Noxious weeds will not be tolerated and will be controlled when found in conformance with State of Washington mandate.
- Weeds are generally found on trails and many will be tolerated. Weeds that begin to form a hindrance of trail function will be eradicated.
- Only insect pests that pose a risk to the public (e.g. hornets) will be controlled.

Pest Management Strategies

Weed Control

Weeds on trails are generally tolerated, until they begin to interfere with trail function. When control is necessary, the primary method is increasing mulch on, or re-surfacing, trail surface. Chemical weed control is often not necessary on trail surfaces, but will be used only as a last resort for controlling particularly difficult weeds.

- In these rare situations the least toxic, least residual herbicide will be used for spot treatments.

APPENDIX C – INTEGRATED PEST MANAGEMENT PLAN

- General broadcast treatments will be avoided.
- Timing of such applications will be made to avoid contact with the public to the extent possible.
- Posting of the site that has been treated will be done as legally required.

Insect Control

Overall, insects on trails are tolerated. Only insects that can cause a health risk are controlled. Wasps and hornets are some of the few insects that will be eradicated immediately when encountered. When this is necessary, chemical control, with an approved insecticide, is the preferred method, and only the individual nests will be treated.

Training

Because IPM is an ecologically sophisticated process that requires professional expertise in vegetation and pest management, it demands trained field personnel that are knowledgeable about:

- Ecological interactions and relationships among vegetation and pests;
- Potential tools and materials that can be used to effectively manage vegetation and pests by manipulating environmental conditions; and
- Correct timing for implementing specific management practices relative to vegetation and pest biology.

Educational and career opportunities in IPM will enhance crew professionalism, their knowledge of current vegetation and pest management practices, and their stewardship of managed landscapes.

APPENDIX D – O&M CONTRACTS AND AGREEMENTS

APPENDIX D – O&M CONTRACTS AND AGREEMENTS

NAME	CONTRACT/AGREEMENT	DESCRIPTION	YEAR	TERM
King County Roads	98-C15	Roads Maintenance ILA	10/29/1998	Renews Annually
Lake Forest Park	00-C48	PW Admin ILA	2000	Renews Annually
Lake Forest Park	00-C86 & addenda, amendments	PW Admin ILA	2000	Renews Annually
Northshore ILA	00-C88 (Component of)	Moorlands Park Agreement	6/13/1995	Renews every 5 years after 2005
Total Landscape Corporation	01-C121	Contract for Services	2001	Renews Annually
Colliers	03-C285	Property Management Agreement	11/10/2003	Renews Annually
Full Maintenance	10-C868	Contract for Services	4/12/2010	4/11/2011
Fields Power Sweeping	09-C770	Contract for Services	2009	12/31/2010
King County CWP	11-C936	Agreement for Services	1/1/2011	12/31/2011
Bravo Environmental	09-C805 (Amended 3/2012)	Contract for Services	2009	10/26/2009 to 10/26/2012
Waste Management		Services Agreement	4/14/2009	12 Months

98-015

98-015

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KENMORE FOR PROVISION OF ROAD MAINTENANCE SERVICES

This Agreement is made and entered into this day by and between the City of Kenmore, hereinafter called "City," and King County, hereinafter called "County."

RECITALS

- A. The residents of the unincorporated King County area known as Kenmore have voted to become an incorporated city.
- B. The City desires to provide quality street maintenance and traffic control services for its residents.
- C. The City does not have the organization and personnel to provide such services at the present time.
- D. The County is able to provide such street and traffic services for the City.
- E. It is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services.
- F. Pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an Agreement for cooperative actions.

NOW, THEREFORE, the parties agree as follows:

1. Base Level Services

- 1.1 The County will provide street and traffic maintenance services, as identified in Exhibit 1, within the City limits, rendering such services at the same level, degree and type as is customarily provided by the County in unincorporated King County, as generally described in the goals identified in the King County Manual for Roads Maintenance Management, Chapters 3 and 6. Actual levels of service provided by the County will be those adopted by the City and the County in annual budget processes. The County is a contractor for the City and will do what the City directs if the request is within its ability to provide.
- 1.2 Actual services provided by the County shall be of the type, nature and magnitude subsequently negotiated between the City and the County during annual budget and planning processes in which plans and budgets are adopted by legislation. After adoption, within the constraints of the base

level services program described, the City may request adjustments to individual tasks in order to meet specific needs. The County shall consider all such requests and, whenever practicable, alter the work program as necessary. The County is a contractor of services only and does not purport to represent the City professionally other than in providing the services requested by the City.

- 1.3 Any changes to the level and scope of services provided through this Agreement, which would change the established budget commitment for labor, equipment and materials, shall be negotiated and agreed upon by a mutual, written Agreement of the County Road Services Division Manager and City Manager.

2. Discretionary Services

- 2.1 At the request of the City, the County will provide discretionary services as listed in Exhibit 2. Exhibit 2 may be amended from time to time by a mutual, written Agreement of the County Road Services Division Manager and City Manager. The amendment shall be appended to this Agreement.
- 2.2 Other discretionary services, defined as those services which provide an enhanced level of service beyond what is normally provided by the County in the unincorporated areas, and services resulting in installation of new traffic devices (such as traffic signs or pavement markings) or maintenance facilities (such projects which would increase the programmed service levels), will be furnished through the procedure identified in Exhibit 3.

3. County and City Coordination

- 3.1 The County will identify specific liaisons for both street and traffic maintenance services to handle day-to-day operational activities related to basic and discretionary services. The City will identify a liaison for the same purposes. The liaisons will meet regularly to review the performance of this Agreement.
- 3.2 Emergency work to protect public safety and/or property will be handled as the County or City liaison deems necessary. Emergency work may include, but is not limited to, snow and ice control, slide debris removal, repair of flood damage to roads and road rights-of-way, repair of traffic signal

malfunctions, or replacement of downed stop signs. The City liaison will be informed and involved in the incident as soon as practicable.

3.3 The County shall, upon receipt of a copy of a right-of-way construction permit issued by the Property Services Division to a utility company for work to be done within the City limits, inspect the road restoration work completed by that company to ensure that it meets County/City standards.

3.4 Non-emergency citizen requests will be referred to the City. Examples of non-emergency services are listed in Exhibit 1, Section 2. The City will be responsible for prioritizing requests.

4. Personnel and Equipment

4.1 The County is acting herein as an independent contractor, so that:

a. Control of personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff, shall be governed entirely by the County;

b. Except as described in 4.3 below, all persons rendering service herein shall be for all purposes employees of the County.

4.2 The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the level of street and traffic services herein described and subsequently authorized by the City.

4.3 In the event the County uses contract services to perform one or more of the basic or discretionary services for the City, the appropriate supervision and inspection of the contractor's work will be performed by the County.

5. Compensation

5.1 Costs.

a. In consideration for both base and discretionary services provided by the County as set forth herein, the City promises to pay the County for actual costs (including direct labor, employee benefits, equipment rental, materials and supplies, utilities, and permits) and administrative overhead costs.

- b. Estimated costs for 1998 are shown in Exhibit 4. The City will be billed for actual costs when work is completed. Estimated costs for future years will be provided to the City as a part of annual budget discussions.
- c. The City shall pay the County for the full cost (including salary, benefits, supplies, materials, equipment, and administrative overhead costs) of providing the City with dedicated on-site rapid-response staff.

5.2 Billing.

- a. The County will bill the City monthly for the actual cost of providing basic, discretionary, emergency, and on-site staff services.
- b. The County will directly bill appropriate utility companies monthly for the cost of utility inspection services, and will send a copy of the bill to the City for informational purposes. The bill will reflect the hourly rate for utility inspection services, which includes administrative overhead. Questions about individual bills will be answered by the King County Utility Inspection Unit.
- c. Payments are due within 30 days of invoicing by the County.

5.3 Extraordinary Costs.

The City shall be responsible for any extraordinary costs resulting from the City's decision to modify services.

6. City Responsibilities

In support of the County providing the services described in Sections 1 and 2 above, the City shall:

- 6.1 Hereby confer the authority on the County to perform the street and traffic maintenance services within the City limits for the purposes of carrying out this Agreement.

- 6.2 Grant the County the authority to act as its agent to inspect roadway restoration done by utility companies within its corporate limits. The inspections will be initiated through the right-of-way construction permit process identified in the contract services agreement between the County and City related to property services.
- 6.3 Agree that when the County provides engineering and administrative services for the City, the County Road Services Division Manager may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with street administration.
- 6.4 Adopt by reference all of the County codes necessary to provide authority for the County to perform the services of this Agreement (for example, road standards, speed limits and parking regulations).

7. Duration

- 7.1 This Agreement is effective upon signature by both parties, and shall remain in effect for the remainder of the calendar year in which it is signed and throughout the following calendar year.
- 7.2 This Agreement shall renew automatically from year to year effective January 1 to December 31 of each calendar year, unless either party notifies the other in writing to terminate or make substantial changes to this Agreement by April 1 of the preceding calendar year. A substantial change shall constitute a change in the dollar level of the contract of +/- 10%. The terms and conditions of this Agreement shall renew from year to year unless such substantial changes are proposed in the manner described herein.
- 7.3 The City, at their option, may reduce or increase services up to 10% of the dollar level of the contract with 60 days written notice to the County.

8. Indemnification

- 8.1 By the County. The County agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, agents, and employees, from and against any and all claims, actions, suits, losses or liability, for injuries, sickness or death of persons, including employees of the County, or damage to property, arising out of any negligent act, error or omission of the County, its officials, agents or employees, in the performance of this Agreement, provided, however, that:
- a. The County's obligation to indemnify, defend and hold harmless the City shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the City, its officials, agents or employees;
 - b. The County's obligation to indemnify, defend and hold harmless the City for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the County and the City, or of the County and a third party other than an official, agent or employee of the County, shall apply only to the extent of the negligence of the County, its officials, agents or employees; and
 - c. In the event that any suit based upon such a claim, action, loss or liability is brought against the City, or the City and the County, and the County is obligated by this Agreement to indemnify, defend and hold harmless the City, the County shall defend the same at its sole cost and expense, provided that the City reserves the right to participate in said suit if any principle of government or public law is involved, and if final judgment be rendered against the City, its officials, agents or employees, or any of them, or jointly against the County and the City and their respective officials, agents or employees, or any of them, the County shall satisfy the same, and all costs, expenses and attorney's fees.
- 8.2 By the City. The City agrees to indemnify, defend and hold harmless, the County, its elected and appointed officials, agents and employees, from and against any and all claims, actions, suits, losses or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any negligent act, error or omission of

the City, its officials, agents or employees, in connection with the performance of this Agreement, provided, however, that:

- a. The City's obligation to indemnify, defend and hold harmless the County shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the County, its officials, agents or employees;
- b. The City's obligation to indemnify, defend and hold harmless the County for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the City and the County, or of the City and a third party other than an official, agent or employee of the City, shall apply only to the extent of the negligence of the City, its officials, agents or employees;
- c. In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility that arises from the existence, validity or effect of City ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the City shall be responsible for the proportion of the damages, costs, expenses and attorney's fees that are attributable to the existence, validity or effect of City ordinances, rules or regulations; and
- d. In the event that any suit based upon such a claim, action, loss or liability is brought against the County, or the County and the City, and the City is obligated by this Agreement to indemnify, defend and hold harmless the County, the City shall defend the same at its sole cost and expense, provided that the County reserves the right to participate in said suit if any principle of government or public law is involved, and if final judgment be rendered against the County, its officials, agents or employees, or any of them, or jointly against the County and the City and their respective officials, agents or employees, or any of them, the City shall satisfy the same, and all costs, expenses and attorney's fees.

8.3 The parties agree that their obligations under this Section extend to any claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available

against such claims under the industrial insurance provisions of Title 51 RCW.

8.4 The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

9. Non-discrimination

The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented affirmative action programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement affirmative action programs that meet the applicable federal standards.

10. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the County or the City during the term of this contract and three (3) years after termination.

11. Amendments

The Agreement may be amended at any time by mutual, written Agreement of the signatories of this Agreement.

12. Entire Agreement

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

13. Contract Administration

The parties shall each appoint representatives to review contract performance and resolve problems, which cannot be dealt with by the County and City liaisons. Each party shall notify the other in writing of its designated representatives. The representatives from the County will include the Road Division and the Office of

Financial Management. The County and City liaisons will meet periodically, with either party authorized to call additional meetings with ten days written notice to the other.

Any problem, which cannot be resolved by the parties' designated representatives, shall be referred to the City Manager and the King County Road Services Division Manager for settlement.

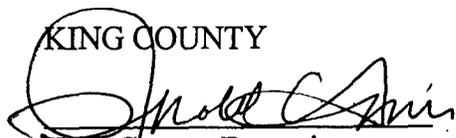
14. Non-waiver

Waiver of any default or breach of this agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written agreement of the signatories hereto.

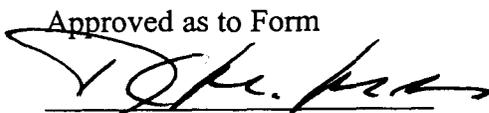
15. Invalid Provisions

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of the parties.

IN WITNESS THEREOF, the parties have executed this Agreement.

KING COUNTY

King County Executive

10-29-98
(Date)

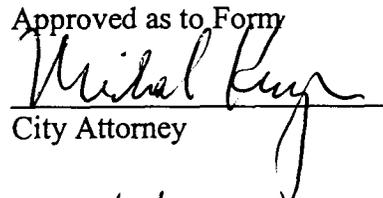
Approved as to Form

King County Deputy Prosecuting Attorney

10/24/98
(Date)

CITY OF KENMORE

City Manager

9/2/98
(Date)

Approved as to Form

City Attorney

9/2/98
(Date)

Exhibit 1

Base Level Services - King County proposes to provide street and traffic maintenance services within the city limits of Kenmore at the levels described in Section 1 of the Agreement, as follows (actual levels of service provided by the County will be those adopted by the City and the County in annual budget processes; the County is a contractor for the City and will do what the City directs if the request is within its ability to provide):

1. Street Maintenance - The following are examples of services and roadway features, which may or may not be considered street maintenance services provided by the County. Actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all roadway features. The County is not responsible for, and will not conduct any reconstruction or maintenance whatsoever to City sidewalks, unless specifically requested to do so in writing by the City.
 - 1.1. Travelled Way/Roadway Surface: Patching, crack pouring, prelevel, pavement replacement, grading, and dust control.
 - 1.2. Shoulders: Restoration construction, paving, curb and gutter repair, restoration, spraying, and extending pavement edge.
 - 1.3. Drainage: Installation of drainage pipe, curb, catch basins, culvert headers/trash racks, hand ditching, drainage pipe repair, catch basin, manhole cleaning, blade ditching/shoulder pulling, drainage systems cleaning, pipe marking, drainage preparation, catch basin repair, culvert header/trash rack replacement and repair, bucket ditching, catch basin replacement, erosion control, catch basin/manhole cover replacement, silt removal, Ditchmaster ditch cleaning.
 - 1.4. Structures: Installation of rock, gabion and rip-rap walls, guardrails, fencing, median barrier walls, rock wall repair or replacement, guidepost installation, guardrail repair, retaining wall repair, median barrier replacement, guardrail post removal, fencing repair, bridge repair.
 - 1.5. Traffic and Pedestrian Facilities: Concrete sidewalk installation, sidewalk/walkway repair (if requested by the City, i.e. Exhibit 1, paragraph 2, lines 6-8), hazardous material cleanup, street sweeping, street flushing, snow and ice control, traffic control barricades.

September 17, 1998

- 1.6. Roadside: Landscape restoration, slope/shoulder mowing, litter pickup, hand brushing, danger tree removal, landscape maintenance, slide removal, ornamental tree maintenance, tree trimming, hand mowing, roadside and spraying, tansy ragwort spraying, washout repair.
2. Traffic Maintenance - The following are examples of services and roadway features, which may or may not be considered traffic maintenance services provided by the County. Actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all roadway features.
 - 2.1. Sign Maintenance: Replacing faded sign faces and rotten posts, straightening leaning posts, cleating uncleated posts, relocating signs for visibility or pedestrian safety, maintenance of vandalized signs or signs damaged by vehicle accidents, inspection of signs to check for reflectivity, cutting or trimming bushes or limbs blocking visibility, removal of signs when appropriate.
 - 2.2. Crosswalks: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
 - 2.3. Stop Bars: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
 - 2.4. Arrows/Legends: Remarking worn arrows, removing when appropriate.
 - 2.5. Curb Painting: Maintenance of curbing, islands, and parking stalls.
 - 2.6. Raised Pavement Markers: Removal and replacement of raised pavement markers or rumble bars.
 - 2.7. Striping: Painting linear road stripes on pavement, such as centerlines, edge lines, radius and channelization, and removal of line, stripes or symbols from the pavement.
 - 2.8. Street Lights: Replacement of light bulbs in existing street lights not maintained by power companies, repair and replacement of street light heads, poles or wiring.
 - 2.9. Utility Locating: Locating underground traffic facilities for utilities or other digging operations.

- 2.10 Signal Maintenance: Replacing and cleaning light systems for signal and flasher displays and signs, installation and repair of vehicle detector loops, checking and adjusting signal timing, examining traffic signal operation to assure it is operating as intended, inspecting hardware for wear or deficiencies, testing and repairing of electronic control devices and components, repair or replacement of signal and flasher displays, supports or wiring external to controller cabinet, modification of controller cabinets, testing of new and modified cabinets and control devices, traffic counter testing and repair and preventative maintenance.
- 2.11 Flasher/Crosswalk Preventative Maintenance: Examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.

Traffic and street maintenance service levels as set by the City shall reflect City policies and may or may not be similar to County policies. The City shall be solely responsible for setting service level policies for all roadway features. The County is merely a contractor for purposes of implementation of City policy.

Exhibit 2

Discretionary Services

King County proposes to provide the following road discretionary services within the city limits of Kenmore at the same level, degree and type as is customarily provided by the County in the unincorporated areas; actual services provided will be those requested by the City, which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all discretionary services. The County is not responsible for, and will not conduct, any reconstruction or maintenance whatsoever to City sidewalks unless specifically requested to do so in writing by the City.

- Inspection of construction by utility companies to ensure that road restoration is done to County/City standards.
- Continuously update the approximately 11 engineering maps within City boundaries to reflect new roadways and plats.
- Update and maintain road log inventory.
- Update and maintain the Pavement Management System (PMS) for streets within the City limits.

Exhibit 3

Discretionary Services Request Process

1. Request for services is received or identified by the City.
2. City determines if it is a discretionary or basic service request. If a discretionary request, City liaison fills out a Request for Discretionary Road Maintenance Service Form A (attached).
3. City Manager or designee signs Form A under the "Authorization for Request of Discretionary Service" section.
4. Form A is faxed to the County liaison.
5. County liaison delegates the request to the appropriate section for investigation.
6. Following the investigation, the Form B section of the discretionary request is filled in by the appropriate section representative (Form B includes the recommended action, cost estimate, work order number and proposed schedule -- see attached).
7. The County Road Services Division Manager reviews the request and signs if approved. The signed Form B is forwarded to the City and to the section that will accomplish the work.
8. If the cost estimate is over \$500, Form B is faxed back to the City liaison for an approval signature by the City Manager or designee to expend over that amount.
9. Once Form B has been completed and returned to the appropriate section, the work is begun.
10. When the work has been finished, a copy of the completed work order is mailed or faxed to the City.
11. The County and City liaisons maintain a file of completed Work Orders and copies of the discretionary service request forms.
12. The County liaison maintains a tracking system of the discretionary service requests and provides the City with an updated copy at least quarterly.

KENMORE
REQUEST AND APPROVAL FOR DISCRETIONARY
ROAD MAINTENANCE SERVICES

FORM A

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Discretionary Service:

Kenmore Authorized Signature

Date

FORM B

Date:

Project/Work Order Number:

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

Manager, Road Services Division

Date

Kenmore Authorized Signature
(if cost is over \$500.00)

Date

1998 KENMORE WORK PROGRAM AND BUDGET (ANNUALIZED)

Option	Task	Task Description	Inventory	Inventory Descr.	Annual Work Quantity	Crew Day Comp.	Meas Units	Crew Days	Labor Days	Labor Cost	Equip. Cost	Material Cost	Misc. Cost	TOTAL COST	
RAINAGE	140	INSTALL DRAINAGE	57	ALL ROADWAY	366	90	LF	4	31	10,408	1,594	6,775	1,101	19,878	
	162	INSTALL CATCHBASIN, TYPE II	57	ALL ROADWAY	1	0.9	EA	1	6	2,108	307	813		3,228	
	163	INSTALL CATCHBASIN, TYPE I	57	ALL ROADWAY	5	2.5	EA	2	13	4,324	629	1,714		6,667	
	183	INSTALL HEADERS/TRASH RACKS	1,375	CROSS/ACCESS PIPE	2	4	EA	2	2	533	71	43		647	
	234	HAND DITCHING	114,342	OPEN DITCH	80	200	LF	1	1	237	14	15		266	
	240	REPLACE/REPAIR DRAINAGE PIPE	215,387	ENCLOSED DITCH	258	40	LF	6	42	14,064	2,731	4,426	3,121	24,342	
	241	CLEAN CATCH BASIN - VACTOR	1,914	CATCH BASIN	502	38	EA	13	30	9,743	6,328	87	1,675	18,033	
	242	BLADE DITCHING/SHLDR PULLING	114,342	OPEN DITCH	6,563	4,500	LF	1	13	4,396	1,893	17	583	6,879	
	244	CLEANING ENCLOSE DRAINAGE	1,375	CROSS/ACCESS PIPE	2,710	400	LF	7	15	5,000	2,600	50		7,658	
	245	HAND CLEAN DRAIN	1,375	CROSS/ACCESS PIPE	267	40	EA	7	15	4,458	174	24		4,656	
	246	PIPE MARKING	706	CROSSTILE	234	100	EA	2	6	1,909	81	26		2,016	
	249	DRAINAGE PREPARATION	57	ALL ROADWAY	30	8	LH	4	4	1,422	96	18		1,536	
	253	REPAIR CATCHBASIN, TYPE I & II	1,914	CATCH BASIN	10	2.5	EA	4	11	3,376	500	835	412	5,123	
	254	RPR/RPL HEADERS/TRASH RACKS	1,375	CROSS/ACCESS PIPE	5	3.5	EA	1	3	1,055	122	26		1,203	
	288	BUCKET DITCHING	114,342	OPEN DITCH	3,979	550	LF	7	42	13,754	2,811	191	282	17,038	
	291	REPLACE CB TYPE I & II	1,914	CATCH BASIN	6	0.9	EA	6	43	14,445	2,102	5,304		21,851	
	402	EROSION CONTROL	48	MOWABLE SLOPE	74	98	TON	1	6	2,062	742	392	610	3,806	
	405	REPL CB-MANHOLE LIDS	1,914	CATCH BASIN	8	6	EA	2	2	463	41	214		718	
	484	DITCHMASTER DITCHING	114,342	OPEN DITCH	3,339	2,500	LF	1	6	1,858	2,139		43	4,040	
		SUBTOTAL								95,615	24,973	20,970	8,027	149,585	
	TRAFFIC & PEDESTRIAN SERVICES	151	INSTALL CONCRETE	57	ALL ROADWAY	1	5.5	SY	1	1	274	42	20		336
		251	REPAIR SIDEWALKS/WALKWAYS	52,712	PCC/CONCRETE WKY	5	22	SY	1	5	284	23	91		398
		259	HAZARDOUS MATERIAL CLEANUP	57	ALL ROADWAY	439	500	SY	1	3	913	247	11		1,171
		260	STREET SWEEPING	44	CURB/GUTTER	439	15	LM	29	37	13,359	15,009	548	614	29,530
261		STREET FLUSHING	114	ALL PAVED RDWAY	1	5	LM	1	1	177	133	2		312	
280		SNOW & ICE CONTROL	57	ALL ROADWAY	240	52	LM	5	29	9,824	4,736	1,534	9,405	25,499	
441		BARRICADING AND TRAFFIC CTRL	57	ALL ROADWAY	6	10	EA	1	2	603	37			640	
		SUBTOTAL								25,434	20,227	2,206	10,019	57,886	
ROADSIDE		167	LANDSCAPE RESTORATION	57	ALL ROADWAY	6	16	LH	1	1	210	12	7		229
		177	HYDROSEEDING / MULCHER	114,342	OPEN DITCH	3,202	2,800	SY	1	5	1,644	585	441		2,670
	262	SLOPE / SHOULDER MOWING	46	MOWABLE SLOPE	62	6	PM	10	30	9,704	3,478	6		13,188	
	267	HAND BRUSHING	54,122	MOWABLE SLOPE	92	24	LH	4	12	3,511	767	83		4,361	
	268	DANGER TREE REMOVAL	57	ALL ROADWAY	1	2.5	EA	1	14	177	14	321	949	1,461	
	269	LANDSCAPE MAINTENANCE	57	ALL ROADWAY	67	134	SY	2	2	616	71	40		727	
	271	LITTER CLEAN-UP	63	ALL SHOULDER	3,001	1,000	LB	3	8	2,318	287	22	148	2,805	
	272	SLIDE REMOVAL	57	ALL ROADWAY	118	90	CY	1	8	2,687	759	334	9	3,616	
	281	ORNAMENTAL TREE MITC	57	ALL ROADWAY	37	15	EA	2	6	1,885	334	116		2,228	
	293	ROADSIDE/GUARDRAIL SPRAYING	15	MOWABLE SLOPE	1,357	3,500	SY	1	1	266	34	116		416	
	295	TANSY RAGWORT HERBICIDE	57	ALL ROADWAY	787	2,500	SY	1	5	227	15	96		338	
	460	HYDROSEEDING / MULCHER	114,342	OPEN DITCH	3,202	2,800	SY	1	5	1,644	585	441		2,670	
	292	HAND MOWING	2,613	PLANTER STRIP	3,272	1,760	SY	2	6	1,653	157		625	2,435	
	SUBTOTAL								26,542	7,098	1,582	1,722	36,944		
SHOULDERS	70	SHLDR RESTORATION	57	ALL ROADWAY	590	3,000	LF	1	1	437	183	95		715	
	128	SHOULDER PAVING	63	ALL SHOULDER	39	96	TON	5	5	1,646	593	1,375		3,614	
	217	CURB & GUTTER REPAIR	44	CURB/GUTTER	22	40	LF	1	3	813	44	143		1,000	
	235	SHOULDER GRADING	44	GRAVEL SHOULDER	8	6.5	SH	1	6	2,023	800	18		2,841	
	236	SHOULDER RESTORATION	231,321	GRAVEL SHOULDER	25,445	4,000	LF	6	32	10,738	4,631	5,770		21,139	
	287	SHOULDER SPRAYING	63	ALL SHOULDER	70	30	SH	2	5	1,660	108	1,257		3,025	
	483	EXTENDING PAVEMENT EDGE	57	ALL ROADWAY	4	30	TON	1	1	360	135	100		595	

1998 KENMORE WORK PROGRAM AND BUDGET (ANNUALIZED)

Option	Task	Task Description	Inventory	Inventory Descr.	Annual Work Quantity	Crew Day Comp.	Mess. Units	Crew Days	Labor Days	Labor Cost	Equip. Cost	Material Cost	Misc. Cost	TOTAL COST
		SUBTOTAL								17,877	6,494	8,758	-	32,929
STRUCTURES	132	INSTALL ROCK RETAINING WALLS	57	ALL ROADWAY	10	30	TON		2	784	159	144		1,087
	136	INSTALL GABION RETAINING WALL	57	ALL ROADWAY	5	24	CY		2	525	110	33		668
	141	INSTALL RIP RAP	63	ALL SHOULDER	13	96	TON		1	373	134	71	108	686
	157	INSTALL GUARDRAIL	57	ALL ROADWAY	57	112	LF	1	3	938	386	1,121		2,445
	166	INSTALL FENCING	57	ALL ROADWAY	6	112.5	LF			76	3	27		106
	188	INSTALL MEDIAN BARRIER WALLS	57	ALL ROADWAY	6	380	LF			19	1	129		149
	250	REPAIR/PLACE ROCK WALLS	3,049	RETAINING WALLS	12	18	TON	1	4	1,317	315	135		1,767
	257	INSTALL/REPAIR GUIDEPOSTS	63	ALL SHOULDER	8	20	EA		1	227	10	95		332
	258	REPAIR GUARD RAIL	12,616	GRDRAIL, BARRICADE	235	60	LF	4	15	4,507	318	340		5,165
	406	REPAIR REPLACE GABION WALLS	8,132	RETAINING WALLS	21	24	CY	1	7	2,371	495	150		3,016
	407	REMOVE GUARD RAIL POST	12,616	GRDRAIL, BARRICADE	15	50	EA		2	529	60	1		590
	408	REPAIR FENCING	57	ALL ROADWAY	21	18	LF	1	3	941	67	326		1,334
	418	BRIDGE DECK RESURFACE	777	BRIDGE DECK	7	90	TON		1	312	101	169		582
	419	BRIDGE RAIL REPAIR	777	BRIDGE DECK	6	40	LF		1	226	18	53		297
	420	BRIDGE DEBRIS REMOVAL	3	BRIDGES -	3	40	CY			156	33			189
	421	BRIDGE STRUCTURAL REPAIR	3	BRIDGES -	98	66	LH	1	12	3,943	389	745	1,295	6,372
	422	BRIDGE SURFACE CLEANING	3	BRIDGES -	45	600	SY			87	7	8		102
	423	BRIDGE CONDITION SURVEY	3	BRIDGES -	4	4	EA	1	2	1,055	26			1,081
	445	BRIDGE-EROSION CONTROL	3	BRIDGES -	27	130	CY		1	390	102	187		679
	447	BRIDGE DECK REPLACEMENT	777	BRIDGE DECK	4	30	SY		1	232	44	30		306
		SUBTOTAL								19,008	2,778	3,764	1,403	26,953
RAVELLED ROADWAY SURFACE	124	ROADWAY/SHOULDER PREP	57	ALL ROADWAY	330	650	SY	1	6	2,071	809	177		3,057
	126	ROADWAY PRE LEVEL	57	ALL ROADWAY	19	150	TON		2	604	279	485		1,368
	127	ASPHALT CONCRETE PAVING	57	ALL ROADWAY	47	100	TON		6	2,013	678	1,354		4,043
	144	SQUARE CUT PATCH	57	ALL ROADWAY	8	12	TON	1	5	1,592	577	161		2,330
	213	ROADWAY PREPARATION	57	ALL ROADWAY	517	2,950	SY		2	714	279	92		1,085
	220	DEBRIS SORTING	57	ALL ROADWAY	29	10	LH	3	3	1,265	960			2,225
	221	CRACK POURING	111	A/C AND PC	2,888	550	LF	1	6	1,750	348	795		2,893
	224	DEBRIS REMOVAL	57	ALL ROADWAY	392	80	CY	5	5	1,763	784			2,547
	225	GRAVEL PATCHING	57	ALL ROADWAY	17	15	TON	1	3	1,076	124	69		1,269
	226	PRELEVEL	56	A/C & LIGHT BIT	382	350	TON	1	12	4,214	2,153	10,558		16,925
	227	ASPHALT CONCRETE OVERLAY	57	ALL ROADWAY	84	120	TON	1	8	2,855	744	2,259		5,858
	229	REMOVE/REPLACE PCC P/MT	17,470	PCC ROADWAY	9	37.5	SY		1	387	81	108		576
	230	SQUARE CUT PATCH	56	A/C & LIGHT BIT	125	20	TON	5	49	16,330	5,212	3,081	1,224	25,847
	231	POTHOLE PATCHING	56	A/C & LIGHT BIT	44	5	TON	9	19	5,985	1,268	2,453		9,686
	443	AC SURFACE PATCH	63	ALL SHOULDER	7	19	TON		2	669	212	186		1,067
		SUBTOTAL								43,268	14,506	21,778	1,224	80,776
ADMINISTRATION	243	EQUIPMENT CLEANUP	57	ALL ROADWAY	27	10	EA	3	5	1,601				1,601
	273	MANAGEMENT	57	ALL ROADWAY	482	8	LH	58	58	26,453	1,501	5,416		33,370
	274	MAINTENANCE REQUEST	57	ALL ROADWAY	234	11	EA	21	21	9,740	553			10,293
	275	ROAD PATROL	57	ALL ROADWAY	223	8	LH	28	28	11,759	725			12,484
	285	TRAINING SAFETY	57	ALL ROADWAY	147	21.84	LH	7	32	10,148	579			10,727
	408	DOWNTIME	57	ALL ROADWAY	42	8	LH	5	5	1,840				1,840
		SUBTOTAL								61,541	3,358	5,416	-	70,315
		GRAND TOTAL								289,085	79,434	64,474	22,395	455,388

IZATION #1692 CONTRACT CITIES BASIC MTC FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW P/S

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	CREW-DAY UNIT	ACCOMP MEAS	CREW LABOR DAYS	LABOR EQUIPMENT COST +	MATERIAL COST +	LUMP SUM COST =	TOTAL COST
TRAFFIC MAINTENANCE PREP 62 ALL RDWAY SURFACE TF	12	8	LH	1	1	358		358
CONDUIT J/B REPAIR/REPLACE 2,400 CONDUIT JB REPAIR/RE	57	108	LF	1	1	436	210	819
SIGN MAINTENANCE 1,295 ALL SIGNS	815	15	EA	54	54	19,417	5,027	27,236
SIGNS WASHED 1,295 ALL SIGNS	100	187	EA	1	1	378	4	434
THERMOPLASTIC PAVEMENT MKG 8,914 ALL THERMOL--PLASTIC	4,907	700	SF	7	21	7,393	2,544	12,410
PEDESTRIAN MODULE REPLACEMENT 4 ALL SIGNALS	3	4	EACH	1	1	179	396	602
PAINTING MISC. 63 STRIPING MILES	85	1,109	LF			54	18	78
BUTTON REPLACEMENT 62 ALL RDWAY SURFACE TF	401	1,325	EACH	1	1	426	503	958
SIGNAL LAMP REPLACEMENT 160 ALL HEADS SIGNAL/FLA	160	44.70		4	7	2,260	647	3,148
SIGNAL TIMING 4 ALL SIGNALS	1	2	EA			12		12
EMERGENCY LAMP REPLACEMENT 160 ALL HEADS SIGNAL/FLA	1	2	EACH	1	1	149	5	172
SIGNAL PREVENTIVE MTC 4 ALL SIGNALS	24	3	EA	8	8	3,284	424	4,050
SIGNAL CONTROLLER REPAIR 4 ALL SIGNALS	9	4	EA	2	2	940	239	1,412
POLE REPLACEMENT 4 ALL SIGNALS			EACH			8	7	16
SIGNAL HEAD REPLACEMENT 160 ALL HEADS SIGNAL/FLA			EACH			126	280	421

KING COUNTY DEPARTMENT OF TRANSPORTATION
OPERATIONS DIVISION
FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW P/S

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	WORK QTY	ANNUAL CREW-DAY ACCOMP MEAS	UNIT	CREW LABORS	DAYS	LABOR COST +	EQUIPMENT COST +	MATERIAL COST +	LUMP SUM COST =	TOTAL COST
STRIPING	71	36	MI	2	8	2,788	1,106	8,085		11,979
SIGNAL ELECTRICAL REPAIR	7	4	EACH	2	3	1,368	112	905	167	2,552
LOOP SEALING	4	25	EACH			101	44	19		164
STREET LIGHT - REPLACE BULBS		10				11	1	3		15
STREET LIGHT REPAIR/REPLACE	2	6	EACH	1	1	232	19	45	172	468
LOOP RESAWING	8	6	EACH	1	3	746	327	138		1,211
CONFLICT/OPTICOM TEST	4	8	EACH	1	1	282	21			303
SIGNAL BENCH TEST-F/O	1	8	LH			43				43
PRE-EMPTION MAINTENANCE	4	5	EACH	1	2	533	67	393		993
UTILITY LOCATING	12	6	EALC	2	2	809	84			893
VEHICLE DETECTION REPAIR	8	4	EACH	2	4	1,585	326	201		2,112
SIGNAL CABINET REPLACE	1	1	EACH			84	9	799	20	912
TRAFFIC COUNTER REPAIR	4	4	EA			34	4	61		99
FLASHER PREVENTIVE MTC	3	8	EA		1	272	22	7		301
SMALL HARDWARE REPAIR	11	5	476	2	2	940	98	929		1,967

***** A C T I V I T Y *****
/ROAD INVENTORY
: DESCRIPTION/FEATURE MAINTAIN

***** W O R K P R O G R A M *****
ANNUAL CREW-DAY UNIT
WORK QTY ACCOMP MEAS

***** A N N U A L B U D G E T *****
LABOR EQUIPMENT MATERIAL LUMP SUM
COST + COST + COST = COST

MINIZATION #1692 CONTRACT CITIES BASIC MTC FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW P/S

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	ACCOMP MEAS	CREW DAYS	LABOR COST +	EQUIPMENT COST +	MATERIAL COST +	LUMP SUM COST =	TOTAL COST
PAVEMENT MARKING REMOVAL								
8,914 ALL THERMOL--PLASTIC	219	231	SF 1 2	667	46	5		718
SIGN INSPECTION								
62 ALL RDWAY SURFACE TF	44	16	3 6	1,938	133			2,071
SIGNAL LOOP SPLICING								
80 SIGNAL LOOPS -----	7	10	EACH 1 1	272	28	21		321

CONTRACT CITIES BASIC MTC TOTALS: 134 48,111 8,591 21,915 630 79,247

***** A C T I V I T Y *****
 /ROAD INVENTORY ANNUAL WORK QTY ACCOMP MEAS CREW DAYS LABOR COST + EQUIPMENT COST + MATERIAL COST + LUMP SUM TOTAL COST

***** W O R K P R O G R A M *****
 CREW-DAY UNIT CREW LABOR COST + COST = COST

***** A N N U A L B U D G E T *****
 LABOR EQUIPMENT MATERIAL LUMP SUM TOTAL COST

KING COUNTY DEPARTMENT OF TRANSPORTATION
OPERATIONS DIVISION

07/06/98 11.1.1 FISCAL YEAR 1998 WORK PROG AND PERFORMANCE BUDGET 3E 4

MUNICIPALITY #1693 CONTRACT CITIES DISCRETIONARY FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW P/S

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL CREW-DAY UNIT	MEAS	DAYS	LABOR COST	EQUIPMENT COST	MATERIAL COST	LUMP SUM COST	TOTAL COST
INSTALL NEW SIGNS	52	8.75 EACH	6	2,107	290	2,119	12	4,528
INSTALL PLASTIC PAVEMENT MARK	1,180	700 SF	2	1,778	373	912		3,063
INSTALL OVERHEAD SIGNS	1	4 EACH		76	9	84		169
PAINTING LOTS-CURBS	6	1,109 LF		4	1	1		6
INSTALL BUTTONS	55	1,325 EACH		58	4	69		131
INSTALL VEHICLE DETECTION	1	.50 EACH	3	2,181	284	6,706		9,171
NEW STRIPING	1	136 MI		39	15	113		167

CONTRACT CITIES DISCRETIONARY

TOTALS: 19 6,244 976 10,005 12 17,237

TOTALS: 12 54,355 9,567 31,920 642 96,484

TOTALS: 12 54,355 9,567 31,920 642 96,484

KING COUNTY DEPARTMENT OF TRANSPORTATION
OPERATIONS DIVISION
FISCAL YEAR 1998 WORK PROGRAM AND PERFORMANCE BUDGET

FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW P/S

ARY REPORT

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	W O R K P R O G R A M	CREW LABOR DAYS	LABOR EQUIPMENT COST +	ANNUAL MATERIAL COST +	B U D G E T LUMP SUM	T O T A L COST =
CONTRACT CITIES BASIC MTC		134	134	48,111	8,591	21,915	630 79,247
CONTRACT CITIES DISCRETIONARY		19	19	6,244	976	10,005	12 17,237

FFIC SIGNALS & SIGN MAINT

TOTALS: 12 54,355 9,567 31,920 642 96,484

KENMORE
REQUEST AND APPROVAL FOR DISCRETIONARY
ROAD MAINTENANCE SERVICES

FORM A

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Discretionary Service:

_____ Date
Kenmore Authorized Signature

FORM B

Date:

Project/Work Order Number:

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

_____ Date
Manager, Road Services Division

_____ Date
Kenmore Authorized Signature
(if cost is over \$500.00)

1998 KENMORE WORK PROGRAM BUDGET (ANNUALIZED)

Exhibit 4

Option	Task	Task Description	Inventory	Inventory Descr.	Annual Work Quantity	Crew Day Accompl.	Meas. Units	Crew Days	Labor Days	Labor Cost	Equip. Cost	Material Cost	Misc. Cost	TOTAL COST	
IMAGE	140	INSTALL DRAINAGE	57	ALL ROADWAY	386	90	LF	4	31	10,408	1,594	6,775	1,101	19,878	
	162	INSTALL CATCHBASIN, TYPE II	57	ALL ROADWAY	1	0.9	EA	1	6	2,108	307	813		3,228	
	183	INSTALL CATCHBASIN, TYPE I	57	ALL ROADWAY	5	2.5	EA	2	13	4,324	629	1,714		6,667	
	183	INSTALL HEADERS/TRASH RACKS	1,375	CROSS/ACCESS PIPE	2	4	EA	2	2	533	71	43		647	
	234	HAND DITCHING	114,342	OPEN DITCH	80	200	LF	1	1	237	14	15		266	
	240	REPLACE/REPAIR DRAINAGE PIPE	215,387	ENCLOSED DITCH	258	40	LF	6	42	14,064	2,731	4,426	3,121	24,342	
	241	CLEAN CATCH BASIN - VACTOR	1,914	CATCH BASIN	502	38	EA	13	30	9,743	6,328	87	1,875	16,033	
	242	BLADE DITCHING/SHLDR PULLING	114,342	OPEN DITCH	6,563	4,500	LF	1	13	4,398	1,883	17	583	6,879	
	244	CLEANING ENCLOSE DRAINAGE	1,375	CROSS/ACCESS PIPE	2,710	400	LF	7	15	5,000	2,808	50		7,658	
	245	HAND CLEAN DRAIN	1,375	CROSS/ACCESS PIPE	287	40	EA	7	15	4,458	174	24		4,658	
	246	PIPE MARKING	706	CROSS/ACCESS PIPE	234	100	EA	2	6	1,909	81	26		2,016	
	249	DRAINAGE PREPARATION	57	ALL ROADWAY	30	8	LH	4	4	1,422	96	18		1,536	
	253	REPAIR CATCHBASIN, TYPE I & II	1,914	CATCH BASIN	10	2.5	EA	4	11	3,378	500	835	412	5,123	
	254	RPR/PL HEADERS/TRASH RACKS	1,375	CROSS/ACCESS PIPE	5	3.5	EA	1	3	1,055	122	26		1,203	
VEGETATION SERVICES	288	BUCKET DITCHING	114,342	OPEN DITCH	3,978	550	LF	7	42	13,754	2,811	191	282	17,038	
	291	REPLACE C/B TYPE I & II	1,914	CATCH BASIN	6	0.9	EA	6	43	14,445	2,102	5,304		21,851	
	402	EROSION CONTROL	46	MOWABLE SLOPE	74	96	TON	1	6	2,062	742	392	610	3,806	
	405	REPL CB-MANHOLE LIDS	1,914	CATCH BASIN	9	6	EA	2	2	463	41	214		718	
	484	DITCHMASTER DITCHING	114,342	OPEN DITCH	3,339	2,500	LF	1	6	1,858	2,139		43	4,040	
		SUBTOTAL								95,815	24,973	20,970	8,027	149,585	
	ADDSIDE	151	INSTALL CONCRETE	57	ALL ROADWAY	1	5.5	SY	1	1	274	42	20		336
		251	REPAIR SIDEWALKS/WALKWAYS	52,712	PCC/CONCRETE WKY	5	22	SY	1	3	284	23	91		398
		259	HAZARDOUS MATERIAL CLEANUP	57	ALL ROADWAY	439	500	SY	1	3	913	247	11		1,171
		260	STREET SWEEPING	44	CURB/GUTTER	439	15	LM	29	37	13,359	15,009	548	614	29,530
281		STREET FLUSHING	114	ALL PAVED RDWY	1	5	LM	1	1	177	133	2		312	
280		SNOW & ICE CONTROL	57	ALL ROADWAY	240	52	LM	5	29	9,824	4,736	1,534	9,405	25,499	
441		BARRICADING AND TRAFFIC CTRL	57	ALL ROADWAY	6	10	EA	1	2	603	37			640	
		SUBTOTAL								25,434	20,227	2,206	10,019	57,886	
ADDSIDE		167	LANDSCAPE RESTORATION	57	ALL ROADWAY	6	16	LH	1	1	210	12	7		229
		177	HYDROSEEDING / MULCHER	114,342	OPEN DITCH	3,202	2,800	SY	1	5	1,644	585	441		2,670
		262	SLOPE / SHOULDER MOWING	46	MOWABLE SLOPE	62	6	PM	10	30	9,704	3,478	6		13,188
		267	HAND BRUSHING	54,122	MOWABLE SLOPE	92	24	LH	4	12	3,511	787	83		4,381
		268	DANGER TREE REMOVAL	57	ALL ROADWAY	1	2.5	EA	1	1	177	14	321	949	1,461
		269	LANDSCAPE MAINTENANCE	57	ALL ROADWAY	67	134	SY	2	2	616	71	40		727
	271	LITTER CLEAN-UP	63	ALL SHOULDER	3,001	1,000	LB	3	8	2,318	287			2,605	
	272	SLIDE REMOVAL	57	ALL ROADWAY	118	90	CY	1	8	2,687	759	22	148	3,616	
	281	ORNAMENTAL TREE MTCE	57	ALL ROADWAY	37	15	EA	2	6	1,885	334	9		2,228	
	293	ROADSIDE/GUARDRAIL SPRAYING	15	MOWABLE SLOPE	1,357	3,500	SY	1	1	266	34	116		416	
	295	TANSY RAGWORT HERBICIDE	57	ALL ROADWAY	797	2,500	SY	1	1	227	15	96		338	
	460	HYDROSEEDING / MULCHER	114,342	OPEN DITCH	3,202	2,800	SY	1	5	1,644	585	441		2,670	
	292	HAND MOWING	2,613	PLANTER STRIP	3,272	1,760	SY	2	6	1,653	157		625	2,435	
		SUBTOTAL								26,542	7,098	1,582	1,722	36,944	
SHOULDERS	70	SHLDR RESTORATION	57	ALL ROADWAY	590	3,000	LF	1	1	437	183	95		715	
	128	SHOULDER PAVING	63	ALL SHOULDER	39	96	TON	5	5	1,646	593	1,375		3,614	
	217	CURB & GUTTER REPAIR	44	CURB/GUTTER	22	40	LF	1	3	813	44	143		1,000	
	235	SHOULDER GRADING	44	GRAVEL SHOULDER	8	6.5	SH	1	6	2,023	800	18		2,841	
	236	SHOULDER RESTORATION	231,321	GRAVEL SHOULDER	25,445	4,000	LF	6	32	10,738	4,631	5,770		21,139	
	287	SHOULDER SPRAYING	63	ALL SHOULDER	70	30	SH	2	5	1,660	108	1,257		3,025	
	483	EXTENDING PAVEMENT EDGE	57	ALL ROADWAY	4	30	TON	1	1	360	135	100		595	

Option	Task	Task Description	Inventory	Inventory Descr.	Annual Work Quantity	Crew Day Accompl.	Meas. Units	Crew Days	Labor Days	Labor Cost	Equip. Cost	Material Cost	Misc. Cost	TOTAL COST
		SUBTOTAL								17,877	6,494	8,758	-	32,929
STRUCTURES	132	INSTALL ROCK RETAINING WALLS	57	ALL ROADWAY	10	30	TON		2	784	159	144		1,087
	136	INSTALL GABION RETAINING WALL	57	ALL ROADWAY	5	24	CY		2	525	134	33		668
	141	INSTALL RIP RAP	63	ALL SHOULDER	13	96	TON		1	373	134	71	108	688
	157	INSTALL GUARDRAIL	57	ALL ROADWAY	57	112	LF	1	3	938	386	1,121		2,445
	166	INSTALL FENCING	57	ALL ROADWAY	6	112.5	LF			76	3	27		106
	188	INSTALL MEDIAN BARRIER WALLS	57	ALL ROADWAY	8	380	LF			19	1	129		149
	250	REPAIR/PLACE ROCK WALLS	3,049	RETAINING WALLS	12	18	TON	1	4	1,317	315	135		1,767
	257	INSTALL/REPAIR GUIDEPOSTS	63	ALL SHOULDER	8	20	EA		1	227	10	95		332
	258	REPAIR GUARD RAIL	12,616	GRDRAIL, BARRICADE	235	60	LF	4	15	4,507	318	340		5,165
	406	REPAIR REPLACE GABION WALLS	8,132	RETAINING WALLS	21	24	CY	1	7	2,371	495	150		3,016
	407	REMOVE GUARD RAIL POST	12,616	GRDRAIL, BARRICADE	15	50	EA	2	2	529	80	1		590
	408	REPAIR FENCING	57	ALL ROADWAY	21	18	LF	1	3	941	67	328		1,334
	418	BRIDGE DECK RESURFACE	777	BRIDGE DECK	7	90	TON		1	312	101	169		582
	419	BRIDGE RAIL REPAIR	777	BRIDGE DECK	8	40	LF		1	226	18	53		297
	420	BRIDGE DEBRIS REMOVAL	3	BRIDGES -	3	40	CY			158	33			199
	421	BRIDGE STRUCTURAL REPAIR	3	BRIDGES -	98	66	LH	1	12	3,943	389	745	1,295	6,372
	422	BRIDGE SURFACE CLEANING	3	BRIDGES -	45	600	SY			87	7	8		102
	423	BRIDGE CONDITION SURVEY	3	BRIDGES -	4	4	EA	1	2	1,055	28			1,081
	445	BRIDGE-EROSION CONTROL	3	BRIDGES -	27	130	CY		1	390	102	187		679
	447	BRIDGE DECK REPLACEMENT	777	BRIDGE DECK	4	30	SY		1	232	44	30		306
		SUBTOTAL								19,008	2,778	3,764	1,403	26,953
WELLED ROADWAY SURFACE	124	ROADWAY SHOULDER PREP	57	ALL ROADWAY	330	650	SY	1	6	2,071	809	177		3,057
	126	ROADWAY PRE LEVEL	57	ALL ROADWAY	19	150	TON		2	804	279	485		1,368
	127	ASPHALT CONCRETE PAVING	57	ALL ROADWAY	47	100	TON		6	2,013	676	1,354		4,043
	144	SQUARE CUT PATCH	57	ALL ROADWAY	8	12	TON	1	5	1,592	577	161		2,330
	213	ROADWAY PREPARATION	57	ALL ROADWAY	517	2,950	SY	2	2	714	279	92		1,085
	220	DEBRIS SORTING	57	ALL ROADWAY	29	10	LH	3	3	1,285	960			2,225
	221	CRACK POURING	111	A/C AND PC	2,888	550	LF	1	6	1,750	348	795		2,893
	224	DEBRIS REMOVAL	57	ALL ROADWAY	392	80	CU	5	5	1,763	784			2,547
	225	GRAVEL PATCHING	57	ALL ROADWAY	17	15	TON	1	3	1,078	124	69		1,269
	226	PRELEVEL	56	A/C & LIGHT BIT	362	350	TON	1	12	4,214	2,153	10,558		16,925
	227	ASPHALT CONCRETE OVERLAY	57	ALL ROADWAY	84	120	TON	1	8	2,855	744	2,259		5,858
	229	REMOVE/REPLACE PCC PVMT	17,470	PCC ROADWAY	9	37.5	SY		1	387	81	108		576
	230	SQUARE CUT PATCH	56	A/C & LIGHT BIT	125	20	TON	5	49	16,330	5,212	3,081	1,224	25,847
	231	POTHOLE PATCHING	56	A/C & LIGHT BIT	44	5	TON	9	19	5,965	1,288	2,453		9,696
	443	AC SURFACE PATCH	63	ALL SHOULDER	7	19	TON		2	689	212	186		1,087
		SUBTOTAL								43,268	14,508	21,778	1,224	80,776
MINISTRATION	243	EQUIPMENT CLEANUP	57	ALL ROADWAY	27	10	EA	3	5	1,601				1,601
	273	MANAGEMENT	57	ALL ROADWAY	462	8	LH	58	58	26,453	1,501	5,418		33,370
	274	MAINTENANCE REQUEST	57	ALL ROADWAY	234	11	EA	21	21	9,740	553			10,293
	275	ROAD PATROL	57	ALL ROADWAY	223	8	LH	28	28	11,759	725			12,484
	285	TRAINING SAFETY	57	ALL ROADWAY	147	21.84	LH	7	32	10,148	579			10,727
	409	DOWNTIME	57	ALL ROADWAY	42	8	LH	5	5	1,840				1,840
		SUBTOTAL								61,541	3,358	5,416	-	70,315
		GRAND TOTAL								289,085	79,434	64,474	22,395	455,388

KING COUNTY DEPARTMENT OF TRANSPORTATION
OPERATIONS DIVISION

FISCAL YEAR 1998 WORK PROGRAM AND PERFORMANCE BUDGET

CONTRACT #1692 CONTRACT CITIES BASIC MTC FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW P/S

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	CREW-DAY UNIT	ACCOMP MEAS	DAYS	LABOR COST +	EQUIPMENT COST +	MATERIAL COST +	LUMP SUM	TOTAL COST
TRAFFIC MAINTENANCE PREP 62 ALL RDWAY SURFACE TF	12	8	LH	1	1	358			358
CONDUIT J/B REPAIR/REPLACE 2,400 CONDUIT JB REPAIR/RE	57	108	LF	1	1	436	102	210	71 819
SIGN MAINTENANCE 1,295 ALL SIGNS	815	15	EA	54	54	19,417	2,629	5,027	163 27,236
SIGNS WASHED 1,295 ALL SIGNS	100	187	EA	1	1	378	52	4	434
THERMOPLASTIC PAVEMENT MKG 8,914 ALL THERMOL--PLASTIC	4,907	700	SF	7	21	7,393	2,473	2,544	12,410
PEDESTRIAN MODULE REPLACEMENT 4 ALL SIGNALS	3	4	EACH	1	1	179	27	396	602
PAINTING MISC. 63 STRIPING MILES	85	1,109	LF			54	6	18	78
BUTTON REPLACEMENT 62 ALL RDWAY SURFACE TF	401	1,325	EACH	1	1	426	29	503	958
SIGNAL LAMP REPLACEMENT 160 ALL HEADS SIGNAL/FLA	160	44.70		4	7	2,260	241	647	3,148
SIGNAL TIMING 4 ALL SIGNALS	1	2	EA				12		12
EMERGENCY LAMP REPLACEMENT 160 ALL HEADS SIGNAL/FLA	1	2	EACH	1	1	149	18	5	172
SIGNAL PREVENTIVE MTC 4 ALL SIGNALS	24	3	EA	8	8	3,284	342	424	4,050
SIGNAL CONTROLLER REPAIR 4 ALL SIGNALS	9	4	EA	2	2	940	196	239	37 1,412
POLE REPLACEMENT 4 ALL SIGNALS		1	EACH			8	1	7	16
SIGNAL HEAD REPLACEMENT 160 ALL HEADS SIGNAL/FLA		2	EACH			126	15	280	421

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	ACCOMP MEAS	UNIT	CREW	LABOR DAYS	LABOR COST	EQUIPMENT COST	MATERIAL COST	LUMP SUM COST	TOTAL COST
PAVEMENT MARKING REMOVAL 8,914 ALL THERMOL--PLASTIC	219	231	SF	1	2	667	46	5		718
SIGN INSPECTION 62 ALL RDWAY SURFACE TF	44	16		3	6	1,938	133			2,071
SIGNAL LOOP SPLICING 80 SIGNAL LOOPS -----	7	10	EACH	1	1	272	28	21		321

TOTALS:										
	134	8,591	48,111	21,915	630	79,247				

CONTRACT CITIES BASIC MTC

IZATION #1693 CONTRACT CITIES DISCRETIONARY FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW P/S

COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	CREW-DAY UNIT	MEAS	LABOR DAYS	LABOR COST +	EQUIPMENT COST +	MATERIAL COST +	LUMP SUM COST =	TOTAL COST
INSTALL NEW SIGNS 1,295 ALL SIGNS	52	8.75 EACH		6	2,107	290	2,119	12	4,528
INSTALL PLASTIC PAVEMENT MARK 8,914 ALL THERMOL--PLASTIC	1,180	700 SF		5	1,778	373	912		3,063
INSTALL OVERHEAD SIGNS 62 ALL RDWAY SURFACE TF	1	4 EACH		9	76	9	84		169
PAINTING LOTS-CURBS 62 ALL RDWAY SURFACE TF	6	1,109 LF		1	4	1	1		6
INSTALL BUTTONS 62 ALL RDWAY SURFACE TF	55	1,325 EACH		4	58	4	69		131
INSTALL VEHICLE DETECTION 62 ALL RDWAY SURFACE TF	1	.50 EACH		8	2,181	284	6,706		9,171
NEW STRIPING 63 STRIPING MILES-----	1	136 MI		15	39	15	113		167

CONTRACT CITIES DISCRETIONARY	TOTALS:	19	6,244	976	10,005	12	17,237		

FIC SIGNALS & SIGN MAINT	TOTALS:	12	54,355	9,567	31,920	642	96,484		

FILE SET 089 KENMORE INCORPORATION W/ BURDEN 3 NEW P/S
 COUNTY WIDE

DESCRIPTION/FEATURE MAINTAIN	ANNUAL WORK QTY	W O R K P R O G R A M	CREW LABOR DAYS	LABOR EQUIPMENT COST +	MATERIAL COST +	B U D G E T L U M P S U M	C O S T =	T O T A L C O S T
CONTRACT CITIES BASIC MTC	134	134	134	48,111	21,915	630		79,247
CONTRACT CITIES DISCRETIONARY	19	19	19	6,244	10,005	12		17,237

TOTALS: 12 54,355 9,567 31,920 642 96,484

TRAFIC SIGNALS & SIGN MAINT

Title 14
ROADS AND BRIDGES¹

Chapters:

- 14.02 General Provisions
- 14.04 Official Road System
- 14.12 Load Restrictions on Roads
- 14.16 Load Limits on Bridges
- 14.20 Standard Specifications for Road and Bridge Construction
- 14.24 Road Construction Rules Adopted
- 14.28 Rights-of-way
- 14.30 Permit System for County property
- 14.32 Installation of Public Benches
- 14.38 Road Closure by Petition.
- 14.40 Road Vacation
- 14.42 King County Road Standards
- 14.44 Utilities on County Rights-of-way
- 14.46 Public and Private Utilities on King County Real Property
- 14.48 Snow Emergency Routes
- 14.52 Sidewalks, Planting Strips and Street Trees
- 14.56 Non-Motorized Vehicle Program
- 14.60 Commute Trip Reduction
- 14.65 Integrated Transportation Program
- 14.70 Transportation Concurrency Management
- 14.75 Mitigation Payment System
- 14.80 Intersection Standards
- 14.85 Regional Vector Waste Disposal

¹ [For statutory provisions generally regarding county roads and bridges, see RCW 36.75 - 36.88.]

blank

**Chapter 14.02
GENERAL PROVISIONS**

Sections:

- 14.02.010 Relationship to comprehensive plan and growth management act.
- 14.02.020 Financial guarantees authorized.

14.02.010 Relationship to comprehensive plan and growth management act. Title 14 (Roads and Bridges) of the King County Code is hereby amended in accordance with RCW 36.70A to adopt development regulations to implement the King County Comprehensive Plan. (Ord. 11617 § 1, 1994).

14.02.020 Financial guarantees authorized. The department of development and environmental services (or its successor organization) is authorized to require all applicants issued permits or approvals under the provisions of the title to post financial guarantees consistent with the provisions of Title 27A. (Ord. 12020 § 34, 1995).

blank

Chapter 14.04
OFFICIAL ROAD SYSTEM

Sections:

- 14.04.010 Official road/street system.
- 14.04.020 Road index maps.
- 14.04.030 Maps are exhibits.
- 14.04.040 Roads/streets included.
- 14.04.050 Revision of street exhibits.
- 14.04.060 Additions and deletions made by ordinance.
- 14.04.070 Streets constructed by Highway Department included.
- 14.04.080 Inclusion of roads which have reverted to county.
- 14.04.090 Director's annual report.
- 14.04.100 Inaccuracies corrected.

14.04.010 Official road/street system. The county executive of King County has been advised by the director of public works that the need exists for an official King County road/street system. This system will show, by maps and/or exhibits, the roads/streets for which King County has maintenance responsibility. (Ord. 665 § 1, 1970).

14.04.020 Road index maps. The official King County road/street system will be indicated by the following King County road index maps: Sheets 1, 2, 3, 4; Sheets 2-A, 2-, 2-C, 2-D, 2-E, 2-F, 2-G, 2-H, 2-J, 2-K, 2-L, 3-A, 3-B, 3-C, 3-D, 3-E, and all area insert sheets used in conjunction with the foregoing. A digital code will be employed to indicate King County maintenance responsibilities. (Ord. 665 § 2, 1970).

14.04.030 Maps are exhibits. The aforementioned maps will also be known as exhibits to be indicated by the sheet designation. Computer sheets contained in a loose-leaf binder shall be used as reference exhibits in conjunction with the map exhibits. These computer sheets must be revised periodically to correspond with revisions made on the map exhibits. (Ord. 665 § 3, 1970).

14.04.040 Roads/streets included. Only those roads/streets which are exclusive of state roads and exclusive of roads and streets within incorporated areas of King County shall be considered part of the King County road/street system. (Ord. 665 § 4, 1970).

14.04.050 Revision of street exhibits. It shall be the responsibility of the director of public works, or his appointed representative to revise the King County road/street exhibits. Revisions shall be made as soon as practicable after any change occurs. The director of public works shall furnish annually a completely revised and current set of exhibits which shall be used for a period of one year as official designator of King County roads/streets. (Ord. 665 § 5, 1970).

14.04.060 Additions and deletions made by ordinance. Authority for additions to; deletions from; or characteristic changes in the roads/streets on the exhibit sheets shall be by ordinance or by statute as set forth in the Revised Code of Washington. (Ord. 665 § 6, 1970).

14.04.070 Streets constructed by highway department included.¹ All roads/streets constructed by the Washington State Department of Highways in conjunction with, and/or adjacent to, an Interstate Highway, State Primary or State Limited Access Highway and used as access, exit, frontage road or service road and covered by a maintenance agreement between the Washington State Department of Highways and King County shall be considered a part of the King County road/street system whether or not the state has relinquished any or all claim. (Ord. 665 § 7, 1970).

14.04.080 Inclusion of roads which have reverted to county. The King County road/street system shall include all roads/streets which have reverted to King County by virtue of prescriptive rights as set forth in RCW 36.75.070 and RCW 36.75.080. (Ord. 665 § 8, 1970).

14.04.090 Director's annual report. The director of public works shall have an annual report prepared of the King County road/street system for study and recommendations. The report shall be submitted by the director on January 2nd or as soon thereafter as possible and practicable. The report must contain all additions and deletions to the road/street system. It must also include all physical changes, mileage in each county division and any other information considered relevant to a concise and comprehensive representation of the King County road/street system. (Ord. 665 § 9, 1970).

14.04.100 Inaccuracies corrected. If any inaccuracies appear on the exhibits in conflict with records on file, the inaccuracies shall be corrected on the exhibits and in no case shall affect the provisions of this chapter or the status of the exhibits as official designators of the official King County road/street system. (Ord. 665 § 10, 1970).

Chapter 14.12 LOAD RESTRICTIONS ON ROADS

Sections:

14.12.010 Road closure policy.

14.12.020 Winter and emergency load restrictions.

14.12.010 Road closure policy.² The following policy is approved and adopted, and henceforth all road closure and load limit restrictions will be disseminated in accordance with this policy insofar as it is possible to do so:

A.A list of roads which will remain open and available for school bus use during thawing conditions will be supplied to each and every school district operating on county roads within King County. This will be accomplished during the month of September of each school year.

¹[For statutory provisions regarding state and county cooperation in highway maintenance, see RCW 46.75.030.]

²[For statutory provisions regarding road closures, see RCW 47.48; for provisions authorizing the limitation of type or weight of vehicles on county roads or bridges, see RCW 36.75.270.]

B. In the event road closures are required, the school district will be notified prior to one p.m. of the day preceding the road closures on school bus routes, to be effective the following day. If the morning pick-up of children is accomplished, the school district will be permitted to use these routes for the returning of the children to their normal bus stops.

C. School buses will be permitted to turn around at the intersection of a school bus route which is closed, and the open route with the minimum maneuvering possible on the closed road in the intersection area.

D. The county will establish the necessary communications with the school districts to provide the proper notification. The county engineer will initiate road closures and unless specified otherwise, closures shall be county-wide. (Res. 25878, 1963).

14.12.020 Winter and emergency load restrictions. The following emergency restrictions shall be in effect on county roads during such periods of freezing and thawing conditions as determined by the King County road engineer:

REGULAR WINTER LOAD RESTRICTIONS

Conventional		Tubeless or Special with .5 Marking	
Tire Size	Gross Load Each Tire	Tire Size	Gross Load Each Tire
7.00	1800 lbs.	8-22.5	2250 lbs.
7.50	2250 lbs.	9-22.5	2800 lbs.
8.25	2800 lbs.	10-22.5	3400 lbs.
9.00	3400 lbs.	11-22.5	4000 lbs.
10.00	4000 lbs.	11-24.5	4000 lbs.
11.00	4500 lbs.	12-22.5	4500 lbs.
12.00 or over	4500 lbs.	12-24.5 or over	4500 lbs.

EMERGENCY LOAD RESTRICTIONS

Conventional Tires		Tubeless or Special with .5 Marking	
Tire Size	Gross Load Each Tire	Tire Size	Gross Load Each Tire
7.00	1800 lbs.	8-22.5	1800 lbs.
7.50	1800 lbs.	9-22.5	1900 lbs.
8.25	1900 lbs.	10-22.5	2250 lbs.
9.00	2250 lbs.	11-22.5	2750 lbs.
10.00	2750 lbs.	11-24.5	2750 lbs.
11.00 or over	3000 lbs.	12-22.5 or over	3000 lbs.

A further load restriction of five tons gross on any vehicle may be placed on roads under severe conditions. (Res. 27219, 1964).

Chapter 14.16
LOAD LIMITS ON BRIDGES¹

Sections:

- 14.16.010Gross Weight Allowed and Notification.
- 14.16.015Limited Special Permits.
- 14.16.020Maximum Gross Vehicle Weight.
- 14.16.030Alvord "T" Bridge 3130.
- 14.16.040Baring Suspension Bridge 509-A.
- 14.16.045Cedar Mt. Ramp Bridge 3165-A.
- 14.16.050Edgewick Bridge 617-B.
- 14.16.060Elliott Bridge 3166.
- 14.16.085Harris Creek Bridge 5003.
- 14.16.087Horse Shoe Lake Creek Bridge 257-Z.
- 14.16.092Kelly Road - Cherry Bridge 5008.
- 14.16.094Meadowbrook Bridge 1726-A.
- 14.16.100Miller River Bridge 999-W.
- 14.16.105Mt. Si Bridge 2550-A.
- 14.16.120Novelty Hill Bridge 404-B.
- 14.16.131Patterson Creek Bridge 927-B.
- 14.16.132Preston Bridge 682-A.
- 14.16.140Smith Parker Bridge 615-A.
- 14.16.145Tokul Creek Bridge 61-G.
- 14.16.150Tolt Bridge 1834-A.
- 14.16.165York Bridge 225-C.
- 14.16.170Enforcement.
- 14.16.180Severability.

14.16.010Gross weight allowed and notification. It is unlawful for any person to operate a vehicle over any King County bridge when such vehicle has a gross weight that is greater than the posted maximum weight for that bridge, unless the driver is in possession of a limited special permit issued by the county road engineer or designee for the safe use of such bridge.

Notice of closing of individual bridges to certain classes or weights of vehicles shall be:

- A. Published in a local newspaper of general circulation, and
- B. Posted on signs at each end of subject bridge, on or prior to the date of publication. All signs shall be erected and maintained in accordance with RCW 36.86.040, RCW 46.61.450 and RCW 47.36.030.

Maximum gross weights for vehicles operating over King County bridges shall be established by ordinance in accordance with RCW 36.75.270 and RCW 46.44.080.

¹[For statutory provisions authorizing load limits on bridges, see RCW 36.75.270 and 46.44.080.]

The county road engineer shall have the authority by administrative determination to immediately impose temporary gross weight limits on bridges based on the results of an engineering and traffic investigation. The traffic engineer shall have the authority to immediately erect and maintain official traffic control devices for temporary gross weight limits on bridges as directed by the county road engineer and in accordance with Chapter 46.90 RCW, WAC 308-330-265 and K.C.C. 46.04.010. The temporary gross weight limits on bridges shall be in effect for not longer than one year from the date of posting or until the weight limits are established by ordinance. (Ord. 11426 § 1, 1994).

14.16.015 Limited special permits. The county road engineer or designee is authorized to issue limited special permits for the safe use of load limited bridges by emergency vehicles and other vehicles exceeding the posted maximum weight. (Ord. 11426 § 3, 1994).

14.16.020 Maximum gross vehicle weight. Those King County bridges that are posted one legal load are done so pursuant to definitions and standards for maximum gross vehicle weight contained in RCW 46.44, particularly the vehicle weight table of RCW 46.44.041. (Ord. 5701 § 3, 1981).

14.16.030 Alvord "T" Bridge 3130. The use of Bridge 3130 shall be limited to one truck at a time and be prohibited to loads in excess of twenty tons for three axle vehicles, thirty tons for five axle vehicles, and forty tons for six axle vehicles until further notice. (Ord. 11095 § 1, 1993; Ord. 5701 § 4, 1981).

14.16.040 Baring Suspension Bridge 509-A. The use of Bridge 509-A shall be prohibited to loads in excess of ten tons until further notice. (Ord. 11832 § 1, 1995; Ord. 5701 § 5, 1981).

14.16.045 Cedar Mt. Ramp Bridge 3165-A. The use of Bridge 3165-A shall be prohibited to loads in excess of ten tons until further notice. (Ord. 11095 § 12, 1993).

14.16.050 Edgewick Bridge 617-B. The use of Bridge 617-B shall be limited to one truck at a time and be prohibited to loads in excess of twenty three tons for three axle vehicles until further notice. (Ord. 11095 § 2, 1993; Ord. 5701 § 6, 1981).

14.16.060 Elliott Bridge 3166. The use of Bridge 3166 shall be limited to one truck at a time and prohibited to loads in excess of eighteen tons for three axle vehicles, twenty-two tons for five axle vehicles and twenty-three tons for six axle vehicles until further notice. (Ord. 13067 § 1, 1998; Ord. 5701 § 7, 1981).

14.16.085 Harris Creek Bridge 5003. The use of Bridge 5003 shall be prohibited to loads in excess of twenty tons for three axle vehicles, thirty

one tons for five axle vehicles, and forty tons for six axle vehicles until further notice. (Ord. 11095 § 20, 1993).

14.16.087Horse Shoe Lake Creek Bridge 257-Z. The use of Bridge 257-Z shall be prohibited to loads in excess of twenty tons of three axle vehicles, thirty two tons for five axle vehicles, and thirty nine tons for six axle vehicles until further notice. (Ord. 11925 § 2, 1995).

14.16.092Kelly Road - Cherry Bridge 5008. The use of Bridge 5008 shall be prohibited to loads in excess of twenty one tons for three axle vehicles, and forty tons for six axle vehicles until further notice. (Ord. 11095 § 21, 1993).

14.16.094Meadowbrook Bridge 1726-A. The use of Bridge 1726-A shall be limited to one truck at a time and be prohibited to loads in excess of sixteen tons for three axle vehicles, twenty six tons for five axle vehicles, and thirty two tons for six axle vehicles until further notice. (Ord. 11095 § 6, 1993: Ord. 6709 § 4, 1984).

14.16.100Miller River Bridge 999-W. The use of Bridge 999-W shall be limited to one truck at a time and be prohibited to loads in excess of twenty three tons for three axle vehicles until further notice. (Ord. 11095 § 7, 1993: Ord. 5701 § 11, 1981).

14.16.105Mt. Si Bridge 2550-A. The use of Bridge 2550-A shall be limited to one truck at a time and be prohibited to loads in excess of sixteen tons for three axle vehicles, twenty six tons for five axle vehicles, and thirty two tons for six axle vehicles until further notice. (Ord. 11095 § 17, 1993).

14.16.120Novelty Hill Bridge 404-B. The use of Bridge 404-B shall be limited to one truck at a time and be prohibited to loads in excess of seventeen tons for three axle vehicles, twenty six tons for five axle vehicles, and thirty two tons for six axle vehicles until further notice. (Ord. 11095 § 14, 1993: Ord. 5701 § 13, 1981).

14.16.131 Patterson Creek Bridge 297-B. The use of Bridge 927-B shall be prohibited to loads in excess of twenty one tons for three axle vehicles, thirty four tons for five axle vehicles, and forty tons for six axle vehicles until further notice. (Ord. 11925 § 3, 1995).

14.16.132 Preston Bridge 682-A. The use of Bridge 682-A shall be prohibited to loads in excess of twenty one tons for three axle vehicles, and forty tons for six axle vehicles until further notice. (Ord. 11095 § 16, 1993).

14.16.140 Smith Parker Bridge 615-A. The use of Bridge 615-A shall be limited to one truck at a time and be prohibited to loads in excess of twenty tons for three axle vehicles, thirty tons for five axle vehicles, and forty tons for six axle vehicles until further notice. (Ord. 11095 § 23, 1993: Ord. 5701 § 15, 1981).

14.16.145 Tokul Creek Bridge 61-G. The use of Bridge 61-G shall be prohibited to loads in excess of eighteen tons for three axle vehicles, twenty four tons for five axle vehicles, and thirty two tons for six axle vehicles until further notice. (Ord. 11925 § 1, 1995: Ord. 11095 § 13, 1993).

14.16.150 Tolt Bridge 1834-A. The use of Bridge 1834-A shall be limited to one truck at a time and be prohibited to loads in excess of seventeen tons for three axle vehicles, twenty seven tons for five axle vehicles, and thirty four tons for six axle vehicles until further notice. (Ord. 11095 § 10, 1993: Ord. 5701 § 16, 1981).

14.16.165 York Bridge 225-C. The use of Bridge 225-C shall be prohibited to loads in excess of seventeen tons for three axle vehicles, twenty six tons for five axle vehicles, and thirty one tons for six axle vehicles until further notice. (Ord. 11095 § 15, 1993).

14.16.170 Enforcement. The director of the department of public works and the director of the department of public safety are authorized to enforce the provisions of this chapter and any rules and regulations promulgated thereunder.

Any violation of this chapter is a traffic infraction and subject to a penalty of \$250. (Ord. 11426 § 2, 1994: Ord. 5701 § 18, 1981).

14.16.180 Severability. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. (Ord. 5701 § 19, 1981).

**Chapter 14.20
STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION**

Sections:

14.20.010 Standard specifications adopted.

14.20.020 Department of public works to comply with standards.

14.20.010 Standard specifications adopted. The 1996 English edition of the Standard Specifications for Road, Bridge, and Municipal Construction issued by the Washington State Department of Transportation and the American Public Works Association, Washington State Chapter, is adopted as the standard specifications for road, bridge and drainage construction in King County, except that the provisions of the 1994 edition shall continue in effect on those current projects advertised prior to November 1, 1996 for construction.

(Ord. 12656 § 1, 1997: Ord. 11247 § 1, 1994: Ord. 9919, 1991: Ord. 8422, 1988: Ord. 7072, 1984: Ord. 5486 § 1, 1981: Ord. 3134 § 1, 1977: Ord. 1969 § 1, 1974).

14.20.020 Department of public works to comply with standards. The department of public works will comply with the Soil Conservation Service Standards, Specifications and Contracting Procedures when working in conjunction with the federal government on a project requiring such compliance. (Ord. 11247 § 1, 1994: Ord. 336 (part), 1970).

**Chapter 14.24
ROAD CONSTRUCTION RULES ADOPTED**

Sections:

14.24.010 Rules adopted.

14.24.020 Enforcement.

14.24.010 Rules adopted. Standards, rules and regulations pertaining to the construction of plat roads and the performance of other road construction work on King County rights-of-way are hereby adopted and approved by the King County council and made an integral part of this chapter. The department of public works shall print copies of said standards, rules and regulations and subsequent revisions and additions thereto, and make the same available to anyone proposing to do work on King County rights-of-way. It is also made the duty of the department of public works to prepare and periodically update a county bonding

schedule for use in determining appropriate construction, maintenance or restoration bonds for road and drainage facilities developed in compliance with adopted standards. (Ord. 7990 § 10, 1987: Ord. 5911 § 6, 1982: Res. 22903 (part), 1961).

14.24.020 Enforcement. The director of the department of public works is authorized to enforce the provision of this chapter, the ordinances and resolutions codified in it, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of Title 23. (Ord. 2910 § 3 (part), 1976: Res. 22903 (part), 1961).

**Chapter 14.28
RIGHTS-OF-WAY**

Sections:

- 14.28.010 Definitions.
- 14.28.020 Permit required for improvement or use - Application processing.
- 14.28.030 Permit - Additional requirements.
- 14.28.050 Permit - Limited.
- 14.28.060 Permit - Extended.
- 14.28.070 Permit - Interpretation.
- 14.28.080 Compliance required of driveway connections or other access to county road rights-of-way.
- 14.28.090 Enforcement.
- 14.28.100 Retroactivity.
- 14.28.110 Effective date.

14.28.010 Definitions. A. APPLICANT. "Applicant" means a property owner or a public agency or public or private utility which owns a right-of-way or other easement or has been adjudicated the right to such an easement pursuant to RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval.

B. DEPARTMENT. "Department" means the department of development and environmental services.

C. DEVELOPMENT APPROVAL. "Development approval" means the granting of a building permit, mobile home on-site permit, short subdivision or other county land use approval or approvals.

D. DEVELOPMENT ENGINEER. "Development engineer" means the building and land development division employee authorized to oversee the review, conditioning, inspection and acceptance of right-of-way use permits, road and drainage projects constructed pursuant to permits administered by the division. The development engineer or designee shall be a professional civil engineer registered and licensed under the laws of the State of Washington.

E. RIGHT-OF-WAY USE PERMIT.

1. "Right-of-way use permit: limited" means a permit authorizing the use of the county right-of-way for a designated purpose and for a period of time limited to one year or less.

2. "Right-of-way use permit: extended" means a permit authorizing the use of the county right-of-way for a designated purpose and for a period of time exceeding one year in duration. (Ord. 12196 § 2, 1996: Ord. 11700 § 7, 1995: Ord. 7990 § 11, 1987: Ord. 4895 § 1, 1980).

14.28.020 Permit required for improvement or use - Application processing.

A. PERMITS REQUIRED. County road right-of-way shall not be privately improved or used for access or other purposes and no development approval shall be issued which requires use of privately maintained county

right-of-way unless a permit therefor has been issued pursuant to this chapter, except for utility construction work authorized pursuant to K.C.C. Chapter 14.44. This section shall not apply to driveway connections from private property to county road right-of-way.

B. GENERAL PROCEDURES.

1. Upon receipt of an application for right-of-way use permit, limited or extended, the division shall forward copies of the application to the division of real property, which shall determine whether the proposed activity is within county-owned right of way.

2. The division shall be the lead agency for the compliance with the State Environmental Policy Act. In addition, the development engineer shall review applications for compliance with applicable county plans, policies, regulations and standards. Prior to issuing a right-of-way use permit, the division shall determine and secure an appropriate financial guarantee consistent with the provisions of Title 27A.

3. The division shall, when feasible, consolidate right-of-way use permits with other development approvals to prevent duplication and increase efficiency. The fee for a consolidated approval shall be reduced to the extent separate fees would be duplicative. (Ord. 12020 § 43, 1995; Ord. 7990 § 12, 1987; Ord. 4895 § 2, 1980).

14.28.030 Permit - Additional requirements. A. **PLANS.** Detailed engineering and restoration plans and/or drainage plan pursuant to K.C.C. 9.04 and Ordinance No. 4463, K.C.C. 19.20, may be required when considered necessary by the development engineer. Costs for the development of such plan and conduct of required studies shall be borne by the permit applicant, and, if the plan is returned, it shall be returned to the applicant.

B. **SURVEY.** When considered necessary by the development engineer to adequately define the limits of right-of-way, the permit applicant shall cause the right-of-way to be surveyed by a licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act.

C. **DEDICATION.** A permit applicant may be required to deed additional right-of-way across property under his authority when necessary to fulfill the minimum road right-of-way width prescribed in RCW 36.86.010.

D. **ILLEGAL SUBDIVISION.** A permit shall not be issued to provide access to a lot or parcel created in violation of state and county subdivision regulations. (Ord. 11700, § 8, 1995; Ord. 7990 § 13, 1987; Ord. 4895 § 7, 1980).

14.28.050 Permit - Limited. A. Upon filing of a complete application, payment of the fee, and posting of the required financial guarantee for construction, maintenance, and restoration of the right-of-way consistent with the provisions of Title 27A, the division may issue a permit authorizing the limited use of county road right-of-way, for use by designated private parties for a specific use which is less than one year in duration.

B. The permit may require construction and restoration of the right-of-way to adopted standards based on the nature and duration of the specific use, and subject to division inspection. In addition, conditions may be set to assure the compliance with county plans, policies, standards and regulations. Such conditions may require performance in excess of adopted road standards.

C. The permit applicant shall assume sole responsibility for the safe and adequate operation and maintenance of any improvements to the county right-of-way during the period of time the permit is in effect.

D. The permit applicant may apply for one one-year extension to the right-of-way use permit: limited, upon written application for an extension, payment of the fees, and being found to have fully complied with the conditions and requirements of the original permit. The application for extension may only be made after the first six months of the original permit life. (Ord. 12020 § 44, 1995: Ord. 7990 § 14, 1987: Ord. 4895 § 5, 1980).

14.28.060 Permit - Extended. A. Upon filing of a complete application and payment of fee, the division may issue a permit authorizing the use of the county right-of-way for a designated use and for a period exceeding one year in duration.

B. The applicant may be required to construct a road to specific standards which may include full compliance with adopted King County road standards, and may be required to post financial guarantees consistent with the provisions of Ordinance 12020 for construction, restoration and maintenance. Construction work and all restoration work required by the permit shall be completed within one year of the permit's issuance. In addition, the division may set conditions to assure compliance of the permit with other adopted plans, county policies, and regulations.

C. The department of public works shall place and maintain permanent sign(s) denoting the end of the county-maintained road.

D. The applicant shall have sole responsibility for the safe construction, operation and maintenance of any improvements to the county right-of-way pursuant to the permit, until such time as the improvements are officially accepted for maintenance by King County.

E. The permit applicant may be required to record a covenant running with the land and for the benefit of King County, which contains:

1. A legal description of the lot or parcel to be served by the right-of-way use permits, limited or extended;

2.A statement indicating that access to such parcel is across an unmaintained county right-of-way, that the county is not responsible for maintenance of the right-of-way and that responsibility for maintenance of the road rests jointly and equitably upon all permit holders;

3.A statement that the owner(s) of the parcel will not oppose participation in a county road improvement district, if formation of such a district is deemed necessary by King County;

4.A prohibition against subdividing such parcel without obtaining either plat or short plat approval therefor, or if exempt from platting, a right-of-way use permit for the additional lots being created;

5.A statement that the right-of-way use permit covenant is binding on the successors and assigns of the owner(s); and

6.The acknowledged signature(s) of the owner(s) of such parcel. (Ord. 12020 § 45, 1995: Ord. 7990 § 15, 1987: Ord. 4895 § 6, 1980).

14.28.070 Permit-Interpretation. Permits issued pursuant to this chapter shall not be construed to convey any vested right or ownership interest in any county right-of-way. Every right-of-way use permit shall state on its face that any county right-of-way opened pursuant to this chapter shall be open to use by the general public except in those cases where specific conditions in a right-of-way use permit: limited, restrict the use of the right-of-way for safety reasons. (Ord. 4895 § 10, 1980).

14.28.080 Compliance required of driveway connections or other access to county road rights-of-way. No driveway connection or other access from private property to a county road right-of-way shall be built or maintained which does not comply with the King County road standards adopted by Ordinance No. 4463, K.C.C. 19.20. (Ord. 4895 § 9, 1980).

14.28.090 Enforcement. The director of the department of public works and the director of the department of planning and community development are authorized to enforce the provisions of this chapter, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of Title 23. (Ord. 4895 § 11, 1980).

14.28.100 Retroactivity. All access approvals, trail permits and right-of-way use permits issued by King County division of real property prior to the effective date of this chapter shall not be affected by the provisions of this chapter. (Ord. 4895 § 3, 1980).

14.28.110 Effective date. The ordinance codified in this chapter shall become effective thirty days after signing by the county executive. (Ord. 4895 § 4, 1980).

Chapter 14.30
PERMIT SYSTEM FOR COUNTY PROPERTY

Sections:

- 14.30.010 Definitions.
- 14.30.020 Permit Requirement.
- 14.30.025 Inspection fee.
- 14.30.030 Permit Issuance.
- 14.30.040 Liability.
- 14.30.050 Additional Requirements.
- 14.30.060 Fee.
- 14.30.070 Interpretation.
- 14.30.080 Enforcement.
- 14.30.090 Severability.

14.30.010 Definitions. A. "County property" herein means all county real property, including but not limited to recreational trails, county road rights-of-way and dedicated open space.

B. "Special Use Permits" means a permit for the use of county property issued pursuant to this chapter.

C. "Custodial Departments" means those county departments whose function it is to manage and control county use of said rights-of-way or other county property. (Ord. 6254 § 1, 1982).

14.30.020 Permit requirement. A. Special use permits shall be required for any use of county property except uses regulated pursuant to K.C.C. 14.44 relating to utility permits and K.C.C. 14.28 relating to county road system rights-of-way use permits.

B. Upon receipt of an application for a "Special Use" permit upon county property, the property services division shall determine whether the proposed use is upon county owned property.

C. The property services division shall forward the application to all county custodial departments for review.

D. The custodial departments shall review the application and forward its recommendation whether the permit shall be issued by the property services division. If a custodial department recommends denial, the property services division shall deny the permit.

E. If there is no custodial department with jurisdiction over the county property, the property services division shall evaluate the feasibility of the proposed use, its impact on other uses of the county property and its impact on public health and safety. Based on this evaluation, the property services division shall determine whether the permit should be issued.

F. In all cases, the property services division shall forward the application to the department of development and environmental services for recommendations on sensitive area issues and the property services division shall be responsible for assuring that any application meets the requirements of the sensitive areas code set out in K.C.C. Chapter 21A.24 and the administrative rules promulgated thereunder before the permit is issued. (Ord. 11792 § 11, 1995: Ord. 9614 § 106, 1990: Ord. 6254 § 2, 1982).

14.30.025 Inspection fee. The permit applicant is required to pay an inspection fee at the rate of forty dollars per hour to the department of public works, roads and engineering division, for inspections necessary to establish compliance with the terms and conditions of each special use permit. The fees are in addition to any other county fees and are nonrefundable. The fees shall be collected in accordance with administrative procedures developed by the department of public works. (Ord. 7025 § 5, 1984).

14.30.030 Permit issuance. A. Upon filing of a complete application, necessary approval of said application and the payment of the administrative fee and posting of any required bond, the real property division* may issue a permit authorizing the designated use of county property by the permittee.

B. The permit may require restoration of the county property to standards prescribed by the custodial department and the real property division* in view of the nature and duration of the special use. In addition, conditions may be set by the real property division* to assure compliance of the permit with county policies, ordinances and other applicable laws and regulations.

C. The permit applicant may be required to post a performance bond in an amount which will:

1. Guarantee the use will be in compliance with standards and conditions prescribed by the real property division*:

2. Guarantee restoration of the county property to a condition consistent with the special use permit and the county's own use of its property. (Ord. 6254 § 3, 1982).

14.30.040 Liability. The permit applicant shall be solely responsible for the adequate operation and maintenance of any improvements constructed by the permittee to the county property and shall assume liability for all injuries to persons or property as the result of activities pursuant to a special use permit. (Ord. 6254 § 4, 1982).

14.30.050 Additional Requirements. A. Survey. When considered necessary by the real property division* to adequately determine the limits of the county property, the permit applicant shall cause the county property to be surveyed by a licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act. The cost of such survey shall be paid by the permit applicant.

B. Dedication. A permit applicant may be required to deed additional right-of-way across property under his authority when necessary to fulfill any county policy, ordinance or laws. (Ord. 6254 § 5, 1982).

* [Editor's note: Ord. 10553, 1992 renamed and transferred the powers, duties and functions to the property services division.]

14.30.060 Fee. A fifty dollar application fee to recover the cost of processing the application as determined by the real property division shall be paid thereto upon filing of the application. Such fee is non-refundable. However, the real property division manager shall have the authority to waive such fees for permits when waiver of such fees is in the best interest of the public health, safety, and welfare.

The real property division shall have the authority to charge an annual fee for uses of county property where appropriate considering the duration of the proposed use.

In addition, the real property division shall have the authority to require applicants to reimburse King County for all expenses to be incurred by King County as a result of issuance of a special use permit. Such payment shall be made at the time of permit issuance. (Ord. 7022 § 1, 1984; Ord. 6254 § 6, 1982).

14.30.070 Interpretation. Permits issued pursuant to this chapter shall not be construed to convey any vested right of ownership interest in any county property. (Ord. 6254 § 7, 1982).

14.30.080 Enforcement. The manager of the real property division and director of the applicable custodial department are authorized to enforce the provisions of this chapter, pursuant to K.C.C. 23. (Ord. 6254 § 8, 1982).

14.30.090 Severability. Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. (Ord. 6254 § 9, 1982).

Chapter 14.32 INSTALLATION OF PUBLIC BENCHES

Sections:

- 14.32.010 Definitions.
- 14.32.020 Permit - Required for each bench.
- 14.32.030 Permit - Application - Bench plans.
- 14.32.040 Consent of property owner.
- 14.32.050 Bench owner to sign permit application - Inspection fee.
- 14.32.060 Permit - Fee payment.
- 14.32.070 Permit - Expiration - Renewal application and fee.
- 14.32.080 Transfer of bench ownership or title.
- 14.32.090 Permit - Grounds for denial.
- 14.32.100 Permit - Withdrawal of consent by property owner.
- 14.32.110 Permit - Time limit for acceptance and fee payment.
- 14.32.120 Permit - Cancellation after installation delay.
- 14.32.130 Permit - Protest of nearby property owner.
- 14.32.140 Distance of bench from curb.
- 14.32.150 Height and length of bench.
- 14.32.160 Bench to display name and permit number of permittee.
- 14.32.170 Maintenance of bench by permittee.
- 14.32.180 Location and space permitted advertising.
- 14.32.190 Use of words misleading to traffic.

- 14.32.200 Disposition of bench on revocation of permit - Recovery by permittee.
- 14.32.210 Refund of fees on revocation of permit.
- 14.32.220 Enforcement.
- 14.32.230 Bond.
- 14.32.240 Schedule of liability limits for bonds and insurance policies.

14.32.010 Definitions. A. "Bench" means a seat located upon public property along any public thoroughfare for the accommodation of passerby or persons awaiting transportation.

B. "Street" means any public thoroughfare including the sidewalk, the parkway and any other public property bordering upon a public thoroughfare. (Res. 9793 Para. 1, 1945).

14.32.020 Permit - Required for each bench. No person shall install or maintain any bench on any street without a permit therefor from the county road engineer, who shall hereafter be referred to as the engineer. A separate permit must be obtained for each bench, which permit shall be valid only for the particular location specified thereon. Each permit shall bear a separate number and not more than two permits shall be issued for any one location. (Res. 9793 Para. 2, 1945).

14.32.030 Permit - Application - Bench plans. No bench permit shall be issued except upon written application, made upon a form prescribed by the engineer, showing the proposed location of each bench, the advertising, if any, to appear thereon and such other information as the engineer may require.

Detailed plans and specifications of each bench shall be supplied by the applicant. (Res. 9793 Para. 3(a) and (b), 1945).

14.32.040 Consent of property owner. Each application must be accompanied by a writing signed by the owner or person in lawful possession or control of the property abutting upon the public street at the place where the bench is proposed to be located, giving his consent to the installation and maintenance of the bench. (Res. 9793 Para. 3(c), 1945).

14.32.050 Bench owner to sign permit application - Inspection fee. Each application must be signed by the owner of the bench or benches for which permits are requested, and must be accompanied by an inspection fee of one dollar for each such bench. (Res. 9793 Para. 3(d), 1945).

14.32.060 Permit - Fee payment. If the application is granted, an additional fee of two dollars shall be collected at the time of the issuance of the permit for each bench for which a permit is issued. (Res. 9793 Para. 3(e), 1945).

14.32.070 Permit - Expiration - Renewal application and fee. Each permit shall expire on July 1st next following the date of issuance unless renewed. A fee of two dollars for each bench shall be charged for each annual renewal of the permit. Application for renewal must be made prior to the expiration date, and must be accompanied by the renewal fee. (Res. 9793 Para. 3(f), 1945).

14.32.080 Transfer of bench ownership or title. Whenever a bench for

which a permit has been issued is sold or title or control thereof assigned or transferred, a new permit must be obtained for its maintenance. (Res. 9793 Para. 3(g), 1945).

14.32.090 Permit - Grounds for denial. The application shall be denied if the engineer finds that the maintenance of the bench would tend to obstruct passage along any public thoroughfare or to create a hazard or would otherwise be detrimental to the public safety, welfare or convenience. (Res. 9793 Para. 4(a), 1945).

14.32.100 Permit - Withdrawal of consent by property owner. If the abutting owner withdraws his consent to the continued maintenance of the bench, and gives written notice thereof to the engineer, then at the expiration of the current term of the permit, a renewal of the permit shall be denied. The engineer shall inform the permittee of the receipt of such notice. (Res. 9793 Para. 4(c), 1945).

14.32.110 Permit - Time limit for acceptance and fee payment. The application shall be cancelled and denied if the applicant fails to deposit the annual fee and accept the permit within ten days after notice of the approval of the application by the engineer. (Res. 9793 Para. 4(d), 1945).

14.32.120 Permit - Cancellation after installation delay. Any permit issued under this chapter shall be cancelled and revoked if the permittee fails to install the bench within sixty days after the date of the issuance of the permit. (Res. 9793 Para. 4(e), 1945).

14.32.130 Permit - Protest of nearby property owner. The application shall be cancelled and denied, or the permit revoked, as the case may be, if sixty percent of the property owners and/or tenants living or having their place of business within two hundred feet of the location of the bench or benches protest the same. (Res. 9793 Para. 4(f), 1945).

14.32.140 Distance of bench from curb. No permittee shall locate or maintain any bench at a point less than eighteen inches or more than thirty inches from the face of the curb, and each bench must be kept parallel with the curb. (Res. 9793 Para. 5(a), 1945).

14.32.150 Height and length of bench. No bench shall be more than forty-two inches high nor more than two feet, six inches wide, nor more than seven feet long, over all. (Res. 9793 Para. 5(b), 1945).

14.32.160 Bench to display name and permit number of permittee. Each bench must have displayed thereon, in a conspicuous place, the name of the permittee and the permit number. (Res. 9793 Para. 5(c), 1945).

14.32.170 Maintenance of bench by permittee. It shall be the duty of the permittee to maintain each bench at all times in a safe condition and at its proper and lawful location, and to inspect each bench periodically. (Res. 9793 Para. 5(d), 1945).

14.32.180 Location and space permitted advertising. No advertising matter or sign whatever shall be displayed upon any bench except upon the front and rear surfaces of the backrest, and not more than seventy-five percent of each such surface shall be so used. No pictures or representations in irregular

contour shall appear on any bench. All advertising shall be subject to the approval of the engineer. (Res. 9793 Para. 6(a), 1945).

14.32.190 Use of words misleading to traffic. No advertisement or sign on any bench shall display the words "Stop," "Look," "Drive-In," "Danger" or any other word, phrase, symbol or character calculated to interfere with, mislead or distract traffic. (Res. 9793 Para. 6(b), 1945).

14.32.200 Disposition of bench on revocation of permit - Recovery by permittee. After the revocation of any permit, the engineer may remove and store the bench, if the permittee fails to do so within ten days after notice.

The permittee may recover the bench, if, within sixty days after the removal, he pays the cost of such removal and storage, which shall not exceed two dollars for removal and five dollars a month for storage, for each such bench. After sixty days, the engineer may sell, destroy or otherwise dispose of the bench at his discretion.

All of the foregoing shall be at the sole risk of the permittee and shall be in addition to any other remedy provided by law for the violation of this chapter. (Res. 9793 Para. 7, 1945).

14.32.210 Refund of fees on revocation of permit. No fee paid pursuant to this chapter shall be refunded in the event the application is denied or the permit revoked, except that when for any cause beyond the control of the permittee a permit is revoked within sixty days after the date of the issuance or last renewal thereof, the two-dollar fee therefor for the current year may be refunded to the permittee, upon written demand filed within six months after the date of the revocation. (Res. 9793 Para. 9, 1945).

14.32.220 Enforcement. The director of the department of public works and transportation is authorized to enforce the provision of this chapter, the ordinances and resolutions codified in it, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions of Title 23. (Ord. 2910 § 3(part), 1976: Res. 9793 (part), 1945).

14.32.230 Bond. No permit shall be issued unless the applicant posts and maintains with King County a surety bond or policy of public liability insurance, approved by the engineer and conditioned as hereinafter provided, viz: that permittee will indemnify and save harmless the county of King, its officers and employees from any and all loss, costs, damages, expenses or liability which may result from or arise out of the granting of the permit, or the installation or maintenance of the bench for which the permit is issued, and that the permittee will pay any and all loss or damage that may be sustained by any person as a result of or which may be caused by or arise out of such installation or maintenance. The bond or policy of insurance shall be maintained in its original amount by the permittee at his expense at all times during the period for which the permit is in effect. In the event that two or more permits are issued to one permittee, one such bond or policy of insurance may be furnished to cover two or more benches, and each bond or policy shall be of such a type that its coverage shall be automatically restored immediately from and after the time of the reporting of any accident from which liability may thereafter accrue. (Res. 9793 Para. 10, 1945).

14.32.240 Schedule of liability limits for bonds and insurance policies. The limit of liability upon any bond or policy of insurance, posted pursuant to the requirements of this chapter, shall in no case be less than five

thousand dollars for bodily injuries to or death of one person. The permissible limit of liability for bodily injuries or death of more than one person shall depend upon the number of bench permits covered thereby, and shall not be less than the amount specified in the following schedule:

Number of Bench Permits	Limits of Liability
1 to 10	\$10,000.00
11 to 50	20,000.00
51 to 100	40,000.00
101 or more	80,000.00

(Res. 9793 Para. 11, 1945).

**Chapter 14.38
ROAD CLOSURE BY PETITION**

Sections:

- 14.38.010 Authority.
- 14.38.020 Petitions.
- 14.38.030 Determination.

14.38.010 Authority. The department of transportation shall be responsible for receiving and processing all road closure petitions, and for recommending to the council whether or not the roads identified in the petition should be closed. The authority to make and issue said recommendations shall be vested in the director, department of transportation. Nothing in this chapter shall be construed to abrogate or abridge the powers of the county road engineer to temporarily close county roads, as may be authorized by law. (Ord. 12370 § 1, 1996; Ord. 10962 §§ 1, 6, 1993).

14.38.020 Petitions. A. Petitions to close King County roads shall be filed with the director, department of transportation.

B. Said petitions shall include: the names, signatures and legal addresses of the persons filing the petition; the location of the roads or streets which the petitioners wish to have closed, including the intersections delineating the boundaries of the road or street sections to be closed; a map depicting the road or streets sections requested to be closed; and the reasons for petitioning for closure of the street or road. Other information or documents as the petitioners deem pertinent may be included. Petitions for road closures shall include the names and signatures of at least a simple majority of the owners of property residing along the section(s) of road being petitioned for closure and the signatures of at least ten percent of the owners of property being served by arterial roads and neighborhood collector streets to which traffic would be diverted within a distance of 660 feet from the road section petitioned for closure.

C. Reasons for petitioning the county for the closure of a road shall be limited to safety hazards posed to pedestrians, contiguous real property, and/or traffic such as, but not limited to, traffic speeds, volume, or types of vehicle using the road or street, the adequacy of road signage, and road design considerations.

D. Petitioners shall submit whatever quantitative or other analyses they may possess in support of their petition, such as traffic volumes or counts, or numbers of accidents which have occurred on the road or street petitioned to be closed.

E. The director may consider a request for road closure which is not in conformance with the petition provisions of this chapter from any person. The decision of the director on such a request shall not be subject to the provisions of K.C.C. 14.38.030. (Ord. 12370 § 2, 1996: Ord. 10962 §§ 2, 5, 1993).

14.38.030 Determination. A. The director, department of transportation, shall do the following upon the receipt of a petition for road closure:

1. Acknowledge in writing within ten calendar days the receipt of the petition.

2. Refer the petition to the county road engineer for investigation, determination, and for the making of a recommendation on road closure to the director.

B. The county road engineer's recommendation shall be submitted to the director in writing no later than sixty days after the receipt of the petition.

C. The director shall notify the petitioners in writing of his recommendation within ten days of the receipt of the county road engineer's recommendation on the road closure petition. Said notification shall delineate the process for council consideration of the director's recommendation on a petition to close a county road.

D. The director may oppose the petition for road closure or may determine that the portion of the road specified in the petition should be fully closed, closed to through traffic only, open to emergency vehicles only, closed in one direction only, closed to certain types of vehicles or temporarily closed in one of the ways specified.

E. In addition to making a determination on the merits of the road closure petition, the director may also identify safety measures for the area defined by the road closure petition as an alternative to road closure and may implement those road safety-related mitigations.

F. The recommendation of the director to close a county road shall be forwarded to the council for consideration and adoption by ordinance.

G. The recommendation of the director to reject a petition to close a county road shall be conveyed by letter to the council which reserves the option, following such notification, of closing all or a portion of the road that is the subject of the petition. (Ord. 12370 § 3, 1996: Ord. 10962 §§ 3, 4, 1993).

Chapter 14.40
ROAD VACATION¹

Sections:

- 14.40.010 Authority.
- 14.40.015 Procedure.
- 14.40.017 Referral to zoning and subdivision examiner.
- 14.40.020 Amount.
- 14.40.030 Condition precedent.
- 14.40.040 Deposit.
- 14.40.050 Manner of payment.
- 14.40.060 Road classification.

14.40.010 Authority. Petitions for the vacation of county roads may be granted by the council in accordance with the provisions of RCW Chapter 36.87 as amended by Chapter 185, Laws of 1969 First Extraordinary Session, except as provided herein, and King County shall receive compensation as provided for in this chapter. (Ord. 6471 § 1, 1983: Ord. 4390 § 1, 1979: Ord. 129 § 1, 1969)

14.40.015 Procedure. A. The zoning and subdivision examiner shall hold public hearings on vacations which have been recommended for approval by the department of public works, and provide a recommendation to the King County council, as prescribed by RCW 36.87.060.

B. In the event the report by the department of public works recommends denial of the vacation petition, the following shall be the operating procedure:

1. Written notification shall be transmitted to the petitioner by the department of public works citing the rationale for the denial and indicating that the denial may be appealed to the zoning and subdivision examiner for hearing and recommendation to the council. A copy of the notice of denial shall be filed with the council clerk's office.

2. The notice of denial shall be final unless the petitioner files a written appeal including a two hundred dollar administrative fee with the council clerk within thirty calendar days of the issuance of the notice of denial. The petitioner's written appeal shall specify the basis for the appeal and any arguments in support of the appeal.

3. Any appeal filed by a petitioner shall be processed by the zoning and subdivision examiner in the same manner as vacations recommended for approval.

(Ord. 10691 § 1, 1992: Ord. 6471 § 2, 1983: Ord. 4390 § 1, 1979: Ord. 129 § 1, 1969).

¹ [For statutory provisions regarding county vacation of roads, see RCW 36.87.]

14.40.017 Referral to zoning and subdivision examiner. Road vacation petitions, recommendations, and appeals that have not been introduced by the King County council for review and action as of the effective date of this section, (January 9, 1993), shall be subject to the hearing process before the zoning and subdivision examiner. Road vacations or appeals of denials which have been introduced as ordinances by the council as of the effective date of this section (January 9, 1993) may be referred to the zoning and subdivision examiner for recommendation by motion of the council. (Ord. 10691 § 6, 1992).

14.40.020 Amount. The amount of compensation, if required in this chapter, shall be recommended by the zoning and subdivision examiner and shall be determined by the council according to the following criteria:

A. Vacation of all county roads included in Classes A, B, and C, if granted, shall require compensation at the full appraised value of the vacated road for Class A vacations; at 75% of the full appraised value for Class B vacations; and at 50% of full appraised value for class C vacations as of the effective date of the vacation, which amount, for the purposes of this chapter, may be determined from the records of the department of assessments;

Provided, that the zoning and subdivision examiner may propose and the council shall have the authority to accept real property of equal or greater value in lieu of cash compensation. The council shall have the authority to waive some or all of the compensation, except two hundred dollars administrative costs for processing the vacation of a county road, where the petitioner is providing an alternative road to the county of equal or greater value and said alternative will fulfill the public purposes of the previous transportation circulation plan.

B. Vacation of all county roads included in Class D, or those roads vacated by operation of law under the laws of 1889-1890 and affirmed by council action, if granted, shall require a two hundred dollar fee as compensation for the administrative costs of the vacation.

C. In the recommendation to the council pursuant to K.C.C. 20.24.070, the zoning and subdivision examiner may recommend the acceptance of real property of equal or greater value in lieu of cash compensation, or may recommend the waiver of some or all of the compensation required by this section.

D. When a road is vacated for a governmental agency, compensation shall be in accordance with the classification of the road, except that some or all of the compensation may be waived at the discretion of the council.

E. The council may waive some or all of the compensation for any classification of road, if it determines that it would benefit King County to do so. (Ord. 10691 § 2, 1992: Ord. 9164 § 1, 1989: Ord. 7013 § 1, 1984: Ord. 3088 § 1, 1977: Ord. 2759 § 2, 1976).

14.40.030 Condition precedent. The compensation determined to be paid shall be a condition precedent to the vacation of any county road and shall be paid to King County by petitioner within ninety days of receipt of the request for compensation prepared in accordance with K.C.C. 14.40.020. In the event of failure of the petitioner to pay such sum within ninety days, the petition for vacation shall be denied except that if a road proposed for vacation is bordered by more than one parcel of property and if the owners of some, but not all, of those parcels want to have those portions abutting their properties vacated and are willing to pay their prorated share of the required compensation, the department of public works may so modify the vacation request. (Ord. 10691 § 5, 1992: Ord. 9164 § 2, 1989: Ord. 2759 § 3, 1976: Ord. 129 § 3, 1969).

14.40.040 - 14.40.060

14.40.040 Deposit. Each petition for vacation of a road shall be accompanied by a cash deposit in an amount to be determined by the director of the department of public works, which will be used to defray examination, report, publication, investigative and other costs connected with the application. Such deposit shall not be returned to the petitioner. When deemed necessary by the county executive, he may require an additional deposit to cover appraisal costs. (Ord. 12020 § 46, 1995: Ord. 434 § 1, 1970: Ord. 129 § 4, 1969).

14.40.050 Manner of payment. Payment shall be made to the King County treasurer and shall be credited to the county road fund in the case of Class A and B vacations and in all other cases shall be credited to Fund 316 and earmarked for the acquisition of open space. (Ord. 9164 § 3, 1989: Ord. 129 § 5, 1969).

14.40.060 Road classification. For the purposes of this chapter, all roads within King County are declared to be within one of four classes:

A.A Class. All King County roads or other real property interests conveyed to or held by King County for road purposes for which public funds have been expended in the acquisition of said road or property interests are classified A-class roads.

B.B Class. All King County roads or other real property interests conveyed to or held by King County for road purposes acquired at no monetary cost to the county and for which expenditures of funds have been made in the improvement or maintenance of same are classified B-class roads.

C.C Class. All King County roads or other real property interests conveyed to or held by King County for road purposes for which no public funds have been expended in the acquisition, improvement or maintenance of same, excluding roads subject to vacation as a matter of law, are classified C-class roads.

D.D Class. All King County roads or other real property interests originally conveyed to King County by the present petitioner for the vacation of said road or property interests for which no public expenditures have been made in the acquisition, improvement or maintenance of same, or any other road not included within classes A, B or C are classified D-class roads. (Ord. 2759 § 1, 1976).

(King County 12-95)

531

Chapter 14.42
KING COUNTY ROAD STANDARDS

Sections:

- 14.42.010 Adoption.
- 14.42.020 Terms.
- 14.42.030 Applicability.
- 14.42.040 Developments.
- 14.42.050 References.
- 14.42.060 Variances.
- 14.42.062 Appeals from decisions on variances.
- 14.42.070 Penalties.
- 14.42.080 Severability.
- 14.42.090 Effective date.

14.42.010 Adoption. A. "King County Road Standards," 1993 update, as amended by the council December 20, 1993, incorporated herein as Attachment A* with amended Sections 2.03, 2.20, 2.21, 3.02, 5.03 and 5.10 as Attachment B* are hereby approved and adopted as the King County standards for road design and construction.

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

C. Consistent with council's direction and intent in adopting these standards the department of public works will establish a committee consisting of county staff and representatives of the fire and emergency medical service and development communities. The committee will investigate alternative roadway widths and other road standard related issues that impact the ability to provide emergency fire and medical service to the public and report findings back to council by September 1994. (Ord. 11187 § 1, 1993).

14.42.020 Terms. A. "Standards" means King County Road Standards.

B. "Engineer" means King County road engineer, having authorities specified in RCW 36.75.050 and 36.80, or his authorized representatives. (Ord. 8041 § 3, 1987).

14.42.030 Applicability. A. The standards may apply to all newly constructed modifications of roadway features or existing facilities which are within the scope of reconstructions or capital improvement projects when so required by King County or to the extent they are expressly referred to in project plans and specifications. These standards are not intended to apply to

*Available in the office of the clerk of the council.

"resurfacing, restoration, and rehabilitation" projects as those terms are defined in the Local Agency Guidelines, Washington State Department of Transportation, as amended; however, the engineer may in his discretion consider the standards as optional goals.

B. The standards shall apply to every new placement and every planned, nonemergency replacement of existing utility poles and other utility structures within the King County right-of-way. (Ord. 11187 § 2, 1993: Ord. 8041 § 4, 1987).

14.42.040 Developments. Any land development which is required by operation of any county ordinance or adopted standard to improve roads within, abutting, or serving the development shall do so in accordance with these standards. (Ord. 8041 § 5, 1987).

14.42.050 References. The standards implement and are intended to be consistent with the references listed in Section 1.04 of Attachment A, "King County Road Standards, 1993."* (Ord. 11187 § 3, 1993: Ord. 8041 § 6, 1987).

14.42.060 Variances. Variances from these standards may be granted by the engineer upon evidence that such variances are in the public interest, and that requirements for safety, function, fire protection, appearance, and maintainability based upon sound engineering judgment are fully met. Detailed procedures for requesting variances are contained in administrative rules available from the county road engineer. Variances must be approved prior to construction. Any variances from these standards which do not meet the Uniform Fire Code will require concurrence by the King County fire marshal. (Ord. 8041 § 7, 1987).

14.42.062 Appeals from decisions on variances. Appeals from decisions on variances made by the road engineer pursuant to K.C.C. 14.42.060, may be appealed according to the procedures set forth in K.C.C. 20.24. (Ord. 8804 § 3, 1989).

14.42.070 Penalties. Failure to comply with these standards may result in denial of plan or development permit approval, revocation of prior approvals, legal action for forfeiture of financial guarantee, code enforcement, and/or other penalties as provided by law. (Ord. 12020 § 47, 1995: Ord. 8041 § 8, 1987).

14.42.080 Severability. If any part of these standards as established by ordinance shall be found invalid, all other parts shall remain in effect. (Ord. 8041 § 9, 1987).

14.42.090 Effective Date. This ordinance shall take effect 30 days from its enactment (January 29, 1994). (Ord. 11187 § 4, 1993).

Chapter 14.44

UTILITIES ON COUNTY RIGHTS-OF-WAY

Sections:

- 14.44.010 Purpose.
- 14.44.020 Construction permit - Required.
- 14.44.030 Construction permit - Application - Generally.
- 14.44.040 Construction permit - Application - Fees.

*Available in the office of the clerk of the council.

- 14.44.045 Inspection fee.
- 14.44.050 Construction permit - Application - Review.
- 14.44.055 Emergency construction permits - Unfranchised utilities.
- 14.44.060 Policy on accommodation of utilities.
- 14.44.070 Coordination of right-of-way construction.
- 14.44.080 Performance bond required.
- 14.44.090 Construction permit - Form.
- 14.44.100 Notification by permittee of construction commenced.
- 14.44.110 Enforcement.
- 14.44.120 Severability.

14.44.010 Purpose. The purpose of this chapter is to regulate the granting of right-of-way construction permits and to insure that utility construction work undertaken pursuant to such permits is consistent with the applicant's right-of-way franchise from the county, the applicable district comprehensive plan, the sensitive areas code, the county comprehensive plan, sound engineering and design standards, health and sanitation regulations, and county standards for water mains and fire hydrants. (Ord. 9614 § 107, 1990: Ord. 1711 § 1, 1973).

14.44.020 Construction permit - Required. All construction work performed by franchised utilities, telephone and telegraph companies and within King County right-of-way shall require a right-of-way construction permit to be issued by the property services division of the department of construction and facility management; provided, that construction work undertaken by King County or under contract to King County or requested by King County due to new construction shall be exempted from this requirement. Construction work shall include the construction and maintenance of waterlines, gas pipes, sewer lines, petroleum pipelines, telephone, telegraph and electric lines, cable TV and petroleum products and any other such public and private utilities.

B. The department of transportation and all other county departments during the construction of capital improvement projects shall install vacant conduit reserved for the future installation of fiber optic cable in accordance with the county's I-Net and Wide Area Network Plans; all capital improvement projects not requiring trenching or modification to the subgrade, such as overlays and shoulder widening, shall be exempted from this requirement. (Ord. 12486 § 1, 1996: Ord. 5275 § 1, 1981: Ord. 1711 § 2, 1973).

14.44.030 Construction permit - Application - Generally. Applications for all right-of-way construction permits shall be submitted, in writing, to the real property division. The application shall contain whatever information, including plans and specifications, which the real property division shall require. (Ord. 5275 § 2, 1981: Ord. 1711 § 3, 1973).

14.44.040 Construction permit - Application - Fees. Each application requires a fee payable to the real property division for the administrative costs and expenses of processing the application. The following fee schedule shall become effective as of January 1, 1992:

- 1. Pole Lines:
 - Power, telephone, etc. (every six poles or portion thereof)\$20.00

[Editor's note: Ord. 10553, 1992 renamed and transferred the powers, duties and functions to the property services division.]

533

(King County 9-97)

2. Water:								
.....\$20.00	Installing	mains	(1000	lin.	ft.	or	less)	
.....16.00	Additional	1000	lin.	ft.	or	fraction	thereof	
.....20.00	Excavation				for		connection	
3. Sewer:								
.....20.00	Installation	of mains	(1000	ft.	or	fraction	thereof)	
.....16.00	Additional	1000	lin.	ft.	or	fraction	thereof	
.....20.00	Excavation				for		connection	
4. Cable or Conduit:								
.....20.00	Installing	cable	or	conduit	(1000	ft.	or	less)
.....16.00	Additional	1000	lin.	ft.	or	fraction	thereof	
.....20.00	Excavation		in	street		for	connection	
5. Gas or Oil:								
.....20.00	Installing	mains	(1000	lin.	ft.	or	less)	
.....16.00	Additional	1000	ft.	or	fraction	thereof		
.....20.00	Excavation				for		connection	

(Ord. 10172 § 1, 1991: Ord. 7025 § 2, 1984: Ord. 7021 § 1, 1984: Ord. 5275 § 3, 1981: Ord. 1711 § 4, 1973).

14.44.045 Inspection fee. A. Effective January 1, 1995, the permittee is required to pay an inspection fee at the rate of ninety-four dollars per hour of utility inspection to the department of public works. The fees are in addition to any other county fees and are nonrefundable.

B. The fees shall be collected in accordance with administrative procedures developed by the department of public works. (Ord. 11583, 1994: Ord. 11139 § 1, 1993: Ord. 10650 § 1, 1992: Ord. 10176 § 1, 1991: Ord. 9718, 1990: Ord. 9450, 1990: Ord. 8748, 1988: Ord. 7025 § 3, 1984).

14.44.050 Construction permit - Application - Review. A. The real property division shall coordinate the review by all departments of right-of-way construction permit applications and shall determine whether the proposed construction is consistent with the applicant's right-of-way franchise from the county.

B. The department of public works shall review and evaluate applications in respect to the hazard and risk of the proposed construction, location of the proposed construction in relation to other utilities in the right-of-way and the adequacy of the engineering and design of the proposed construction.

C. The building and land development division shall review and evaluate all applications for right-of-way construction permits for sewer and water main extensions to determine whether the proposed construction is consistent with the sewer or water comprehensive plan approved by the county council pursuant to K.C.C. 13.24. If the facility is not consistent with an approved comprehensive plan, then the construction permit shall not be issued. (Ord. 5275 § 4, 1981: Ord. 4273 § 1, 1979: Ord. 1711 § 5, 1973).

14.44.055 Emergency construction permits - Unfranchised utilities. A.
The property services division may issue right-of-way construction permits to unfranchised utilities under the following circumstances:

1. When the Seattle-King County department of public health has determined that the proposed work is necessary to address a public health hazard; or

-
- [Editor's note: Ord. 10553, 1992 renamed and transferred the powers, duties and functions to the property services division.]

2. When the roads division, department of public works has determined that the proposed work is necessary to address actual or imminent damage to county right-of-way or to address hazards to users of county right-of-way.

B. No right-of-way construction permit for sewer or water facility construction shall be issued unless the property services division receives a determination from the chair of the utilities technical review committee that the proposed work is consistent with the King County Comprehensive Plan codified in K.C.C. Title 20 and with K.C.C. 13.24.132, 13.24.134, 13.24.138 and 13.24.140.

C. The permit applicant shall be required to meet all conditions of this chapter, except K.C.C. 14.44.050A and C. (Ord. 11790 § 1, 1995).

14.44.060 Policy on accommodation of utilities. Adoption. A. "King County Regulations for Accommodation of Utilities on County Road Rights-of-Way 1997" is hereby approved and adopted as the King County policy for utility installation and maintenance operations within King County road rights-of-way. (Ord. 13015 § 1, 1998).

14.44.070 Coordination of right-of-way construction. A. The applicant, at the time of submitting an application for a right-of-way construction permit, shall notify all other public and private utility entities known to be using or proposing to use the same right-of-way of the applicant's proposed construction and the proposed timing of such construction. Any such entity notified may, within seven days of such notification, request a delay in the commencement of such proposed construction for the purpose of coordinating other right-of-way construction with that proposed by the applicant.

B. The property services division shall also coordinate the approval of right-of-way construction permits with county street improvements and maintenance and may delay the commencement date for the applicant's right-of-way construction for ninety days or less, except in the case of emergencies, if it finds that such delay will reduce the inconvenience to county road users from construction activities, if it finds that such delay will not create undue economic hardship on the applicant, or if it finds that such delay will allow the county to install conduit for future installation of fiber optic cable.

C. The property services division shall inform the department of transportation of all right-of-way construction permits issued.

D. The property services division shall forward copies of all right-of-way construction permit applications for projects 1,000 feet or longer to the department of information and administrative services. The division of information technology services will determine within 15 working days whether the installation of conduit may be needed for the future installation of fiber optic cable to connect county or other public facilities. (Ord. 12486 § 2, 1996: Ord. 5275 § 5, 1981: Ord. 1711 § 7, 1973).

14.44.080 Performance guarantee required. Prior to final approval of all right-of-way construction permits, the department of public works shall determine the amount of the performance guarantee necessary to assure compliance with the approved construction plans, applicable state and local health and sanitation regulations, county standards for water mains and fire hydrants and to assure proper restoration of the road and the health and safety of the users of the road. The applicant shall submit the financial guarantee consistent with the provisions of Title 27A. (Ord. 12020 § 48, 1995: Ord. 1711 § 8, 1973).

[Editor's note: Ord. 10553, 1992 renamed and transferred the powers, duties and functions to the property services division.]

535

(King County 3-98)

**Interlocal Agreement Between
The City of Kenmore and the City of Lake Forest Park
Relating to Public Works Administration**

This AGREEMENT between City of Kenmore, a municipal corporation, ("Kenmore") and the City of Lake Forest Park, a municipal corporation, ("Lake Forest Park") is dated this 24th day of February, 2000.

WHEREAS, Kenmore and Lake Forest Park are authorized to provide public works services within their respective political boundaries; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 authorizes municipalities to contract with each other for the provision of local government services; and

WHEREAS, the Cities of Lake Forest Park and Kenmore acknowledge the mutual benefit and efficiency of coordinating and working towards certain joint and shared public works functions; and

WHEREAS, the Cities of Lake Forest Park and Kenmore each desire to contract with the other for certain public works services; and

WHEREAS, Lake Forest Park is willing to provide such services;

NOW, THEREFORE the parties agree:

- 1) Subject to the terms of this agreement, Lake Forest Park will provide Kenmore with the following public works services:
 - a) Public Works Administration. The City of Lake Forest Park will plan, organize and direct the functions of the public works operations, including equipment maintenance, street and storm drainage maintenance, and traffic control. This administration does not cover the areas of water and sewer services, utility company right of way permits, or transportation planning.
 - b) Discretionary Service. Requests for service not within the scope of this contract submitted to Lake Forest Park by Kenmore; and
 - c) Utility Worker. To address immediate public works needs, the City of Lake Forest Park will provide one full time utility worker for the City of Kenmore. The utility worker will be considered an employee of the City of Lake Forest Park, and will be supervised by Lake Forest Park. The utility worker will be primarily dedicated to work within Kenmore. Upon request, Lake Forest Park shall provide time records of the utility

worker and records of equipment and materials used in the performance of this agreement.

2) Kenmore shall:

- a) Reimburse Lake Forest Park for Public Works Administration in the amount of \$9,900 per month as outlined on Exhibit A. If additional hours are recommended by Lake Forest Park to accomplish the basic roadway, traffic and discretionary services, Lake Forest Park shall obtain prior approval from Kenmore to complete the work. With prior approval, Kenmore will pay the rates for labor and equipment according to the hourly rates.
- b) Reimburse Lake Forest Park for materials at cost.
- c) Provide appropriate supplies and vehicles for Public Works within Kenmore including the staff hired by Lake Forest Park.
- d) The foregoing costs shall be reviewed quarterly and may be adjusted by agreement of the parties.
- e) Provide to Lake Forest Park the existing Citizen Action Request data base system, and provide training as needed.

3) Kenmore shall pay Lake Forest Park's invoices within thirty (30) days of their date.

- 4) It is the intent of both parties that this agreement be used as the basis of additional evaluation and consideration of the benefits and merits of additional joint ventures in the delivery of Public Works. Both parties agree that by mid-September, a plan will be developed which evaluates the feasibility of additional joint ventures for the delivery of Public Works. The plan will include recommendations on the staffing, sharing of facilities, contract providers, and a proposed timeline to make any recommended changes. The plan will be presented to both Cities in September, for consideration in the 2001 budget process.
- 5) Each city shall appoint an employee to coordinate performance of this agreement. The designated employees shall meet as necessary to accomplish such coordination, but in no event less than once a week.
- 6) Employees designated by Lake Forest Park to provide the services called for by this agreement remain employees of Lake Forest Park, subject to its discipline, personnel policies, and performance requirements.
- 7) Each city shall defend and indemnify the other city, its officers, agents, and employees from any and all judgment, claims, actions, suits, liability, loss, costs, expenses, including reasonable attorney's fees, and damages of any nature, arising out of its negligent action in the performance of this agreement.

8) Either city may terminate this agreement upon thirty (30) days written notice to the other city, otherwise this agreement shall be in effect until December 31, 2000, and shall renew annually thereafter.

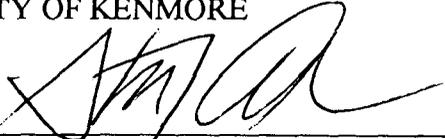
9) Any notice required by this agreement shall be sent to:

City of Kenmore
ATTN: Carter Hawley
P.O. Box 82607
Kenmore, WA 98028

City of Lake Forest Park
ATTN: Frank Zenk
17711 Ballinger Way NE
Lake Forest Park, WA 98155

This document completely integrates the understandings of the parties with regard to its subject matter, and they have no other agreements or understanding with regard thereto. Any modification of this agreement must be in writing and signed by the parties.

CITY OF KENMORE



City Manager

2/8/00

Date

CITY OF LAKE FOREST PARK

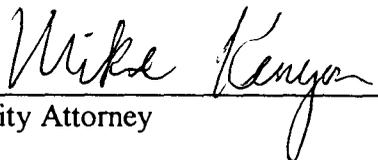


David R. Hutchinson, Mayor

February 24, 2000

Date

Approved as to Form:

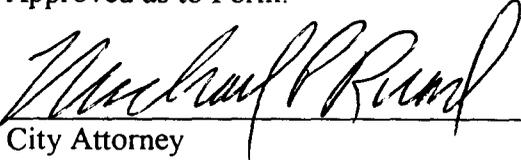


City Attorney

2/14/00

Date

Approved as to Form:



City Attorney

February 24, 2000

Date

EXHIBIT A

Employee	Annual Salary	Monthly Salary	Hourly Rate	Kenmore Hrs/Mo	\$/month
Zenk	\$78,751.10	\$6562.59	\$37.86	25	\$946.53
Carlson	\$59,077.10	\$4,923.09	\$28.40	60	\$1,704.15
Eli	\$41,242.52	\$3,436.88	\$19.83	173	\$3,430.27
Utility	\$41,242.52	\$3,4376.88	\$19.83	60	\$1,189.69
Payroll	\$7,271.00				
Administration/ Coordination 23%	\$1,855.00				
Hand tools, supplies	\$774.00				
TOTAL	\$9,900.00				

June 7, 2000

✓ To: Steve Anderson, City Manager
From: Ted Carlson, Public Works Superintendent
Re: City of Kenmore/City of Lake Forest Park joint slope mower rental
CC: Carter Hawley, Frank Zenk

The City of Lake Forest Park has rented a slope mower for joint use in Lake Forest Park and the City of Kenmore. When used in the City of Kenmore Lake Forest Park employees will operate the mower and labor hours will be part of the existing contract between the City of Lake Forest Park and the City of Kenmore.

The total monthly cost of the mower rental is \$3,200 per month; Lake Forest Park has rented the mower for 3 months. Frank Zenk and I have worked out an agreement to split the rental cost 50/50 which would make Kenmore's monthly share \$\$1,600 per month. Frank and I will work together to split the mower's hours equally between the two cities

Kenmore's portion of the maintenance and fuel costs will come out of the monthly equipment rental portion of the existing contract.

*Kenmore
Lake Forest Park
with LFP
Public Works
Contract
SAC
7/8*

Memo of Understanding

June 16, 2000

In order to provide cost effective mowing services, the City of Lake Forest Park has rented a slope mower to be shared by the City of Kenmore. The City Lake Forest Park will bill the City of Kenmore for half of the monthly rate, or \$1,600. The City of Lake Forest Park will add the \$1,600 to the monthly invoice sent to the City of Kenmore for contracted Public Works Services.

There will be no additional labor cost for mowing in the City of Kenmore as labor cost will be part of the existing Public Works Contract between the City of Lake Forest Park and the City of Kenmore. In addition, all fuel and maintenance for the City of Kenmore's portion of the mower will come out of the equipment rental portion of the existing contract for services.


Frank Zenk
Director of Public Services
City of Lake Forest Park


Ted Carlson
Public Works Superintendent
City of Kenmore

00-C86 Addendum

Addendum to the Interlocal Agreement Between the City of Kenmore and the City of Lake Forest Park Relating to Public Works Services. This addendum provides updated costs for the 2003 Budget Year.

The 2003 public works service costs for the City of Kenmore are outlined in Attachment A for the 2003 budget year. The 2003 service costs reflect a total increase of \$61,123 from the 2002 service costs. For 2003, the monthly base charges will be \$33,104.

The changes in service costs are listed below.

- Personnel cost increases of \$27,169 due to salary and benefit increases for staff and the full-year funding for the two additional positions that were added for the City of Kenmore for 2002. These positions were only funded for ten months in 2002.
- There is an increase of \$7,685 due to the hiring of a half-time Administrative Assistant position for the Public Works Department. These funds reflect Kenmore's share of this position based on Kenmore's percent of the Public Works Department's FTEs.
- There is a decrease of \$1,469 in overall non-personnel costs.
- There is a decrease of \$2,929 due to overall lower costs for vehicle and equipment replacements.
- There is an increase of \$30,668 in overall Administrative Support costs due primarily to the opening of the new Public Works Facility.

The 2002 Addendum included the language below on the annual reconciliation adjustment. Since the City of Lake Forest Park has already closed the 2002 Budget year we will perform the reconciliation in January and include a credit with the January 2003 invoice.

For 2002, the actual costs for the City of Kenmore were \$321,483 versus the 2002 Budget of \$336,123. This \$14,640 (4.4%) difference will be shown as a credit on the January 2003 invoice.

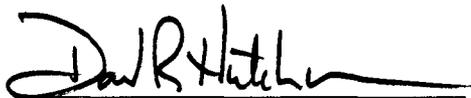
2002 Addendum Language: "Each March, the City of Lake Forest Park will calculate the actual costs of services provided to the City of Kenmore and reconcile them with the budgeted costs for the previous year. If the actual costs for the previous year are lower than the budgeted costs, the City of Lake Forest Park will provide a credit to the City of Kenmore in the March invoice for services. If the actual costs for the previous year were higher than budgeted, the City of Lake Forest Park will add the difference to the March invoice. If the adjustment is greater than 5% of the annual contract amount, the payment of the adjustment by either city will be spread over a three month period."

Any notice required by this agreement should be sent to:

City of Lake Forest Park
Attention: Scott Walker
17425 Ballinger Way NE
Lake Forest Park, WA 98155

City of Kenmore
Attention: Ted Carlson
P.O. Box 82607
Kenmore, WA 98028

APPROVED:



David R. Hutchinson, Mayor
City of Lake Forest Park

APPROVED:



Stephen L. Anderson, City Manager
City of Kenmore

Public Works Service Charges for 2003 - Cities of Kenmore and Lake Forest Park

(Based on 2003 Preliminary Budget)

FINAL

Lake Forest Park Public Works Costs for Basic Operations

	2003 Budget	Per Employee Costs	Kenmore
Safety Clothing / Boots	\$ 6,000	\$ 462	\$ 2,160
Office Supplies	4,000	308	1,440
Small Tools and Equipment	<u>12,000</u>	<u>923</u>	<u>4,320</u>
Supplies	22,000	1,692	7,920
Communications	18,000	1,385	6,480
Travel	1,500	115	540
Insurance	34,933	2,687	12,576
Dues / Subscriptions	500	38	180
Training	<u>10,000</u>	<u>769</u>	<u>3,600</u>
Services	64,933	4,995	23,376
Vehicle/Equip. Replacement, Maintenance, and Fuel (3)	102,878	7,914	37,036
Total Non-Personnel Costs	<u><u>\$ 189,810</u></u>	<u><u>\$ 14,601</u></u>	<u><u>\$ 68,332</u></u>

Notes:

- 1) The City of Kenmore has committed to 250 slope mower hours per year. This amount is in the base contract. Slope mower hour usage above 250 will be billed monthly based on hours used.
- 2) Administrative support costs reflect Kenmore's portion of the direct costs for human resources, billing, payroll services, and the Public Works yard. This represents 12.5% of Kenmore's direct service costs.
- 3) This includes the vehicle and equipment replacement costs for the Public Works vehicles owned by the City of Lake Forest Park and shared by the two cities. Replacement costs for the slope mower are excluded as these costs are included in the hourly rate. Beginning in 2002, Lake Forest Park will pay for all vehicle maintenance and fuel and Kenmore will pay for their share based on their share of the FTEs.

**Interlocal Agreement Between
The City of Kenmore and the City of Lake Forest Park
Relating to Public Works Administration**

RECEIVED

DEC 18 2000

CITY OF KENMORE

This AGREEMENT between the City of Kenmore, a Municipal corporation, (“Kenmore”) and the City of Lake Forest Park, a municipal corporation, (“Lake Forest Park”) is dated this Eleventh day of December 2000.

WHEREAS, Kenmore and Lake Forest Park are authorized to provide public works services within their respective political boundaries; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 authorizes municipalities to contract with each other for the provision of local government services; and

WHEREAS, the Cities of Lake Forest Park and Kenmore acknowledge the mutual benefit and efficiency of coordinating and working towards certain joint and shared public works functions; and

WHEREAS, the Cities of Lake Forest Park and Kenmore each desire to contract with the other for certain public works services

NOW, THEREFORE the parties agree;

1. The City of Lake Forest Park and the City Kenmore will provide Public Works Administration and Maintenance to both cities through shared personnel and resources. The Public Works Administration will plan, organize, and direct the functions of the public works operations, including street and storm drainage maintenance, equipment maintenance and traffic control. This administration does not cover the areas of water and sewer services, utility company right of way permits, or transportation planning.
2. The Public Works Department will consist of personnel from both the City of Lake Forest Park and the City of Kenmore who will work together to provide service to both cities. The staff will consist of a Public Works Director, Public Works Superintendent, Field Supervisor, and Utility Workers, as defined below. Each position will be required to perform their specified duties in the joint area.
 - A. Director of Public Works: Oversees Public Works Department. Is responsible for the Department’s overall direction, manages public works activities, and supervises and evaluates public works personnel.
 - B. Public Works Superintendent: Under the supervision of the Public Works Director, coordinate the activities of the operation and maintenance within Public Works Department; administer contracts with City departments, outside agencies, and private vendors.

C. Field Supervisor: Under the supervision of the Public Works Superintendent, supervise and schedule public works workers in the maintenance of streets, surface water, and traffic devices. Identify, prioritize, and schedule public works maintenance with contract service providers.

D. Utility Workers: Under the supervision of the Field Supervisor, perform basic public works tasks, including streets, surface water, traffic control, and facility maintenance.

3. Subject to the terms of this agreement, Lake Forest Park shall:

A. Provide employees hired by Lake Forest Park with appropriate vehicles, equipment, and supplies for Public Works maintenance. Purchase of supplies or equipment not included in the context of Attachment A shall be coordinated with the City of Kenmore and method of payment agreed upon.

B. Pay for its portion of the shared Public Works services outlined in Attachment A. If that amount exceeds the amount Kenmore is responsible for, Lake Forest Park will reimburse the City of Kenmore for that amount.

C. Reimburse Kenmore for materials, at cost, which are purchased in Kenmore's name for use in Lake Forest Park

4. Subject to the terms of this agreement, Kenmore shall:

A. Provide employees hired by Kenmore with appropriate vehicles, equipment, and supplies for Public Works maintenance. Purchase of supplies or equipment not included in the context of Attachment A shall be coordinated with the City of Lake Forest Park and method of payment agreed upon.

B. Pay for its portion of the shared Public Works services outlined in Attachment A. If that amount exceeds the amount Lake Forest Park is responsible for, Kenmore will reimburse Lake Forest Park for that amount.

C. Reimburse Lake Forest Park for materials, at cost, which are purchased in Lake Forest Park's name for use in Kenmore.

5. Both cities shall pay invoices within thirty (30) days of their date.

6. Each city shall appoint an employee to coordinate performance of this agreement. The designated employees shall meet as necessary to accomplish such coordination, but in no event less than once a week.

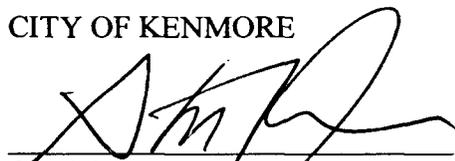
7. Employees designated by Lake Forest Park to provide the services called for by this agreement remain employees of Lake Forest Park, subject to its discipline, personnel policies, and performance requirements.
8. Employees designated by Kenmore to provide the services called for by this agreement remain employees of Kenmore, subject to its discipline, personnel policies, and performance requirements.
9. Each city shall defend and indemnify the other city, its officers, agents, and employees from any and all judgment, claims, actions, suits, liability, loss, costs, expenses, including reasonable attorney's fees, and damages of any nature, arising out of its negligent action in the performance of this agreement.
10. Either city may terminate this agreement upon thirty (30) days written notice to the other city, otherwise this agreement shall be in effect until December 31, 2001, and shall renew annually thereafter.
11. Any notice required by this agreement shall be sent to:

City of Kenmore
 ATTN: Carter Hawley
 P.O. Box 82607
 Kenmore, WA 98028

City of Lake Forest Park
 ATTN: Frank Zenk
 20150 45 Ave NE
 Lake Forest Park, WA 98155

This document completely integrates the understandings of the parties with regard to its subject matter, and they have no other agreements or understanding with regard thereto. Any modification of this agreement must be in writing and signed by the parties.

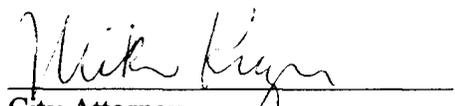
CITY OF KENMORE



 City Manager

December 11, 2000
 Date

Approved as to Form:



 City Attorney

December 11, 2000
 Date

CITY OF LAKE FOREST PARK



 David R. Hutchinson, Mayor

12-14-00
 Date

Approved as to Form:



 City Attorney

12/14/00
 Date

RECEIVED

APR 26 2001

CITY OF KENMORE

Contract No. 00-C86
Amendment No. 1

This Agreement amends that certain City of Kenmore, Washington Contract No. 98-C86 ("Contract") between Kenmore and the City of Lake Forest Park ("Lake Forest Park") for services related to Public Works Maintenance and Administration and dated December 11, 2000.

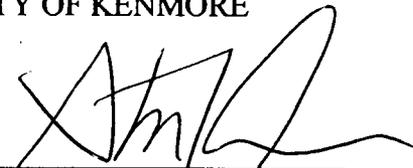
1. Scope and Schedule of Services to be Performed. Paragraph 1 of the Contract is hereby amended to include those service described on the attached Exhibit A under the heading "Scope of Work". This work will be completed by work crews from the King County North Rehabilitation Facility (NRF) under the direction and supervision of the City of Lake Forest Park. NRF is a sub contractor for Lake Forest Park, Lake Forest Park will be responsible for adhering to the attached Scope of Work.

2. Compensation and Method of Payment. Lake Forest Park will invoice Kenmore for actual hours worked by NRF crews within the City of Kenmore. NRF crews will be billed at a rate of \$42.50 an hour per crew, which will include a supervisor, 4 workers, and, all necessary equipment.

Payment for services rendered by Lake Forest Park under this contract amendment shall not exceed \$25,000.

Dated this 9 day of April, 2001

CITY OF KENMORE


Stephen L. Anderson, City Manager

CITY OF LAKE FOREST PARK


David R. Hutchinson, Mayor

ATTEST/AUTHENTICATED


Lynn Batchelor, City Clerk

APPROVED AS TO FORM:

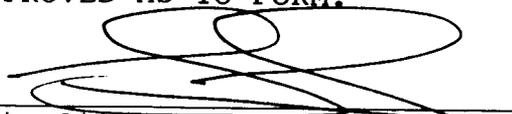

City Attorney 28743

Exhibit A

SCOPE OF WORK

The following scope of work applies to work done by crews from the North Rehabilitation Facility (NRF) under the direction and supervision of the City of Lake Forest Park Public Works Field Supervisor. NRF is a sub contractor for Lake Forest Park, Kenmore has no contract with NRF. Work will be performed along street right-of-way and parks in the City of Kenmore.

Part 1 – MAINTENANCE SPECIFICATION

1. Any Contractor having employees working on or near a street will comply with Washington State Regulations pertaining to safety equipment, warning signs, and traffic control. Employees working on all sites must wear an approved safety vest. Failure to comply with proper safety procedures may result in contract cancellation.
2. The Contractor will furnish all labor, tools, specialized equipment, materials, supervision, and transportation to perform landscape maintenance services as specifically outlined in the Annual Maintenance Schedule.
3. The Contractor will ensure that employees comply with all Washington State Industrial regulations and practices. The Contractor's personnel will conduct themselves in a professional manner at all times.
4. The Contract Administrator will inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator will notify the Contractor. The notification may be verbal or written, and the City may choose to require the Contractor to rectify the deficiency within 48 hours.
5. The Contractor shall closely follow the approved work schedule. Work shall be performed as outlined in the original bid document. If The Contractor is unable to perform the required work within the designated week according to the work schedule the Contract Administrator must be notified.
6. Equipment intensive work such as mowing, edging, and blowing at sites shall not commence before 7:00 am at Sites 1 & 2. All work must be done on weekdays, Monday through Friday. No work shall take place on Weekends without written permission from the Contract Administrator.
7. Report any damage or potential hazard involving City of Kenmore property to the City of Kenmore at (425) 398-8900.

8. Incidents, altercations, or accidents involving private citizens, Contractor employees, or City employees, shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his or her discretion, may require a written report from the Contractor describing the incident or accident.
9. Any damage to City areas as a result of Contractor negligence, shall be remedied by the Contractor, at his or her expense, in a timely manner acceptable to the Contract Administrator.

Part 2 – TURF

1. All turf shall be mowed to a height of two inches to two and one-half inches.
2. All turf around posts, fences, trees, shrubs and other obstructions shall be trimmed at each mowing. Care will be taken not to damage structures or trees with equipment.
3. All turf areas shall be edged at sidewalks, curbs, and beds on a schedule specified in the Maintenance Schedule. Edging will be done with a bladed power edger. Edging of sidewalk and curbs shall be performed so as to expose the entire top surface.

Part 3 – TREES, SHRUBS AND GROUND COVER

1. Any damage to desirable plant material as a result of Contractor negligence will be remedied by the Contractor, at his or her expense, in a timely manner acceptable to the Contract Administrator.
2. Ground cover shall be trimmed at the edge of hard surfaces (sidewalks and curb), and bed areas. Ground cover shall be trimmed to prevent encroachment into shrub and tree areas.
3. Shrubs shall be trimmed or sheared to maintained desired shape and function as needed to provide a neat, trimmed appearance..

Part 4 – HARD SURFACES

1. Sidewalks, curbs and other hard surfaces shall be left free of leaves, litter and debris at the end of each mowing or trimming activity. The use of power blowers is acceptable; however, accumulations of debris must be removed form the site and not blown onto adjacent property or street surfaces.
2. Undesirable vegetation in sidewalks, curbs and other hard surfaces shall be removed.

Part 5 – OTHER SERVICES

1. Leaves shall be removed from all maintained areas including, turf, beds, and hard surfaces.
2. All litter, debris, and animal feces shall be removed from turf, beds, and hard surfaces.
3. All encroaching neighboring vegetation, including brush, trees, and shrubs, shall be kept away from roads, walkways and maintained areas. Vegetation shall be cut back approximately one-foot beyond the walkway edge and parallel with the plane of the walkway.
4. Windfall branches and debris shall be removed from all developed areas for disposal by the Contractor. Wind fallen trees are not in the contract.

Part 6- ADDITIONAL MAINTENANCE LABOR

1. Additional work may be requested in writing from the City based on an hourly cost. Hourly rates include all cost for materials, labor, and equipment.
2. The City will need a cost estimate before any additional work will be approved.

SITE LOCATIONS (City of Kenmore)

- | | |
|-------------------|---|
| 1. Bothell Way NE | South side of Bothell Way from 83 PINE to 5600 Blk |
| 2. 61 Ave NE | Both sides of street from Bothell Way NE to NE 190 St |
| 3. Simonds Rd NE | West side of street from NE 170 St to NE 145 St |
| 4. NE 175 St | North side of street from 65 Ave NE to 61 Ave NE |
| 5. 68 Ave NE | Both sides of street from SR 522 to NE 170 St |
| 6. | Other projects as they are identified and discussed |

**Interlocal Agreement Between
The City of Kenmore and the City of Lake Forest Park
Relating to Public Works Administration**

RECEIVED

DEC 18 2000

CITY OF KENMORE

This AGREEMENT between the City of Kenmore, a Municipal corporation, ("Kenmore") and the City of Lake Forest Park, a municipal corporation, ("Lake Forest Park") is dated this Eleventh day of December 2000.

WHEREAS, Kenmore and Lake Forest Park are authorized to provide public works services within their respective political boundaries; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 authorizes municipalities to contract with each other for the provision of local government services; and

WHEREAS, the Cities of Lake Forest Park and Kenmore acknowledge the mutual benefit and efficiency of coordinating and working towards certain joint and shared public works functions; and

WHEREAS, the Cities of Lake Forest Park and Kenmore each desire to contract with the other for certain public works services

NOW, THEREFORE the parties agree;

1. The City of Lake Forest Park and the City Kenmore will provide Public Works Administration and Maintenance to both cities through shared personnel and resources. The Public Works Administration will plan, organize, and direct the functions of the public works operations, including street and storm drainage maintenance, equipment maintenance and traffic control. This administration does not cover the areas of water and sewer services, utility company right of way permits, or transportation planning.
2. The Public Works Department will consist of personnel from both the City of Lake Forest Park and the City of Kenmore who will work together to provide service to both cities. The staff will consist of a Public Works Director, Public Works Superintendent, Field Supervisor, and Utility Workers, as defined below. Each position will be required to perform their specified duties in the joint area.
 - A. Director of Public Works: Oversees Public Works Department. Is responsible for the Department's overall direction, manages public works activities, and supervises and evaluates public works personnel.
 - B. Public Works Superintendent: Under the supervision of the Public Works Director, coordinate the activities of the operation and maintenance within Public Works Department; administer contracts with City departments, outside agencies, and private vendors.

C. Field Supervisor: Under the supervision of the Public Works Superintendent, supervise and schedule public works workers in the maintenance of streets, surface water, and traffic devices. Identify, prioritize, and schedule public works maintenance with contract service providers.

D. Utility Workers: Under the supervision of the Field Supervisor, perform basic public works tasks, including streets, surface water, traffic control, and facility maintenance.

3. Subject to the terms of this agreement, Lake Forest Park shall:

- A. Provide employees hired by Lake Forest Park with appropriate vehicles, equipment, and supplies for Public Works maintenance. Purchase of supplies or equipment not included in the context of Attachment A shall be coordinated with the City of Kenmore and method of payment agreed upon.
- B. Pay for its portion of the shared Public Works services outlined in Attachment A. If that amount exceeds the amount Kenmore is responsible for, Lake Forest Park will reimburse the City of Kenmore for that amount.
- C. Reimburse Kenmore for materials, at cost, which are purchased in Kenmore's name for use in Lake Forest Park

4. Subject to the terms of this agreement, Kenmore shall:

- A. Provide employees hired by Kenmore with appropriate vehicles, equipment, and supplies for Public Works maintenance. Purchase of supplies or equipment not included in the context of Attachment A shall be coordinated with the City of Lake Forest Park and method of payment agreed upon.
- B. Pay for its portion of the shared Public Works services outlined in Attachment A. If that amount exceeds the amount Lake Forest Park is responsible for, Kenmore will reimburse Lake Forest Park for that amount.
- C. Reimburse Lake Forest Park for materials, at cost, which are purchased in Lake Forest Park's name for use in Kenmore.

5. Both cities shall pay invoices within thirty (30) days of their date.

6. Each city shall appoint an employee to coordinate performance of this agreement. The designated employees shall meet as necessary to accomplish such coordination, but in no event less than once a week.

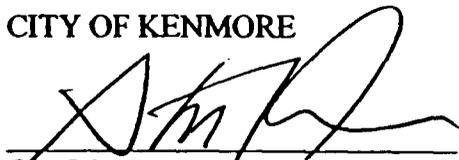
7. Employees designated by Lake Forest Park to provide the services called for by this agreement remain employees of Lake Forest Park, subject to its discipline, personnel policies, and performance requirements.
8. Employees designated by Kenmore to provide the services called for by this agreement remain employees of Kenmore, subject to its discipline, personnel policies, and performance requirements.
9. Each city shall defend and indemnify the other city, its officers, agents, and employees from any and all judgment, claims, actions, suits, liability, loss, costs, expenses, including reasonable attorney's fees, and damages of any nature, arising out of its negligent action in the performance of this agreement.
10. Either city may terminate this agreement upon thirty (30) days written notice to the other city, otherwise this agreement shall be in effect until December 31, 2001, and shall renew annually thereafter.
11. Any notice required by this agreement shall be sent to:

City of Kenmore
 ATTN: Carter Hawley
 P.O. Box 82607
 Kenmore, WA 98028

City of Lake Forest Park
 ATTN: Frank Zenk
 20150 45 Ave NE
 Lake Forest Park, WA 98155

This document completely integrates the understandings of the parties with regard to its subject matter, and they have no other agreements or understanding with regard thereto. Any modification of this agreement must be in writing and signed by the parties.

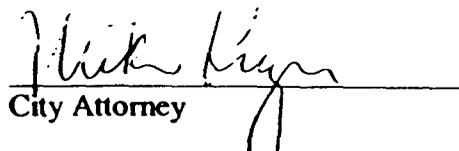
CITY OF KENMORE



 City Manager

December 11, 2000
 Date

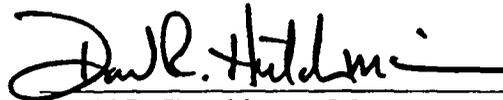
Approved as to Form:



 City Attorney

December 11, 2000
 Date

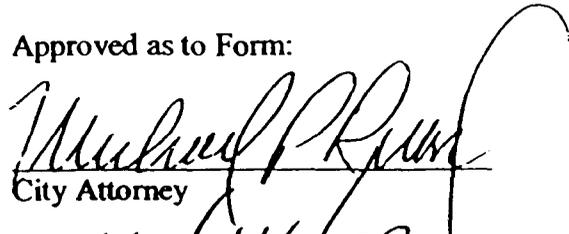
CITY OF LAKE FOREST PARK



 David R. Hutchinson, Mayor

12-14-00
 Date

Approved as to Form:



 City Attorney

12/14/00
 Date

Addendum to the Interlocal Agreement Between the City of Kenmore and the City of Lake Forest Park Relating to Public Works Administration. This addendum relates to the payment procedure for Kenmore's use of the City of Lake Forest Park's Slope Mower Services.

This agreement between the City of Kenmore, a Municipal corporation ("Kenmore"), and the City of Lake Forest Park, a municipal corporation ("Lake Forest Park"), is dated this 18th day of May, 2001.

WHEREAS, Kenmore and Lake Forest Park are authorized to provide public works services within their respective political boundaries; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 authorizes municipalities to contract with each other for the provision of local government services; and

WHEREAS, the Cities of Lake Forest Park and Kenmore acknowledge the mutual benefit and efficiency of coordinating and working towards certain joint and shared public works functions; and

WHEREAS, the Cities of Lake Forest Park and Kenmore each desire to contract with the other for certain public works services.

NOW, THEREFORE the parties agree;

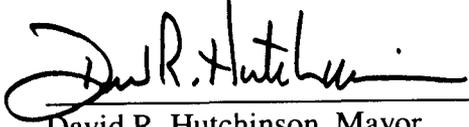
1. The City of Lake Forest Park will purchase a slope mower for use in the Cities of Lake Forest Park and Kenmore.
2. The City of Lake Forest Park will develop an hourly usage charge (attached as Exhibit A.) to be paid by the City of Kenmore for the provision of slope mowing services in the City of Kenmore.
3. The hourly usage charge will cover all of the budgeted costs related to the cost of operation of the slope mower with the exclusion of personnel and equipment replacement costs which are already included in the annual interlocal agreement charges.
4. The City of Lake Forest Park will invoice the City of Kenmore on a monthly basis for the cost of slope mowing services in the City of Kenmore (along with the normal monthly service invoice) based on the hourly usage charge multiplied by the number of actual hours of slope mowing services provided in the City of Kenmore for that month.
5. The City of Kenmore will guarantee a minimum number of 250 mowing hours of use in each calendar year as long as this agreement is in effect and as long as the City of Lake Forest Park is able to provide an operable slope mower and qualified mower operators for the City of Kenmore's use.

6. Any notice required by this agreement shall be sent to:

City of Lake Forest Park
Attention: Glenn Akramoff
P.O. Box 82607
Kenmore, WA 98028

City of Kenmore
Attention: Ted Carlson
20150 45th Avenue N.E.
Lake Forest Park, WA 98155

APPROVED:



David R. Hutchinson, Mayor
City of Lake Forest Park

APPROVED:



Stephen L. Anderson, City Manager
City of Kenmore

Addendum to the Interlocal Agreement Between the City of Kenmore and the City of Lake Forest Park Relating to Public Works Services. This addendum provides updated costs for the 2002 Budget Year.

The 2002 public works service costs for the City of Kenmore are outlined in Attachment A for the 2002 budget year. The major changes reflected for the 2002 service costs include:

- Two additional positions have been added for the City of Kenmore. Attachment A includes the cost for these positions for ten months due to hiring timelines.
- Funding is included to pay for temporary help to open and close the city parks on weekends for 44 weeks. These costs are split 50/50 between the two cities since each city has four parks each.
- The slope mower and North Rehabilitation Facility costs have been added into the monthly service charge rather than being billed separately
- Both cities added administrative support costs to cover the direct support costs for the specific public works positions included in the agreement
- Lake Forest Park will be responsible for all vehicle maintenance and fuel costs with the charges being split between the two cities on an FTE basis

Other adjustments or additions include:

1. Each March, the City of Lake Forest Park will calculate the actual costs of services provided to the City of Kenmore and reconcile them with the budgeted costs for the previous year. If the actual costs for the previous year are lower than the budgeted costs, the City of Lake Forest Park will provide a credit to the City of Kenmore in the March invoice for services. If the actual costs for the previous year were higher than budgeted, the City of Lake Forest Park will add the difference to the March invoice. If the adjustment is greater than 5% of the annual contract amount, the payment of the adjustment by either city will be spread over a three month period.
2. The staff from the City of Lake Forest Park and the City of Kenmore will meet during the months of August and September to discuss and agree on public works service costs for the next budget year. The preliminary costs of public works services will be set by September 30th of each year. If material adjustments are made during the annual budget process by either the City of Lake Forest Park or the City of Kenmore, the preliminary costs will be reviewed by both cities and adjusted by December 31st.

Any notice required by this agreement shall be sent to:

City of Lake Forest Park
Attention: Glenn Akramoff
17425 Ballinger Way NE
Lake Forest Park, WA 98155

City of Kenmore
Attention: Ted Carlson
P.O. Box 82607
Kenmore, WA 98028

APPROVED:

David R. Hutchinson, Mayor
City of Lake Forest Park

APPROVED:



Stephen L. Anderson, City Manager
City of Kenmore

Public Works Service Charges for 2002 - Cities of Kenmore and Lake Forest Park

Lake Forest Park Public Works Costs for Basic Operations
(Based on 2002 Preliminary Budget)

	2002 Budget	Per Employee Costs	Kenmore
Safety Clothing / Boots	4,000	296	1,622
Office Supplies	3,000	222	1,217
Small Tools and Equipment	12,000	889	4,867
Supplies	19,000	1,407	7,706
Communications	16,000	1,185	6,489
Travel	1,000	74	406
Insurance	34,389	2,547	13,947
Dues / Subscriptions	400	30	162
Training	10,000	741	4,056
Services	61,789	4,577	25,059
Vehicle/Equip. Replacement, Maintenance, and Fuel (3)	98,544	7,300	39,965
Total Non-Personnel Costs	179,333	13,284	72,730

Notes:

- 1) The City of Kenmore has committed to 250 slope mower hours per year. This amount is in the base contract. Slope mower hour usage above 250 will be billed monthly based on hours used.
- 2) Administrative support costs reflect Kenmore's portion of the direct costs for human resources, billing, payroll services, and facilities costs. This represents 4.9% of Kenmore's direct service costs.
- 3) This includes the vehicle and equipment replacement costs for the Public Works vehicles owned by the City of Lake Forest Park and shared by the two cities. Replacement costs for the slope mower are excluded as these costs are included in the hourly rate. Beginning in 2002, Lake Forest Park will pay for all vehicle maintenance and fuel and Kenmore will pay for their share based on their share of the FTEs.

Mayor
David R. Hutchinson

City Hall
17425 Ballinger Way N.E.
Lake Forest Park, WA 98155
Telephone: 206-368-5440
FAX: 206-364-6521
E-mail: cityhall@ci.lake-forest-park.wa.us
www.cityofflp.com



Councilmembers
Carolyn Armanini
Mary Jane Goss
Nathan Herzog
Alan S. Kiest
Roger Olstad
Ed Sterner
Dwight A. Thompson

March 26, 2002

Doug Farmen
P.O. Box 82607
Kenmore, WA 98028

Dear Doug,

Enclosed is the March 2002 invoice with the base amount now equal to what we had agreed to. Can you please have Steve sign one of the original addendums (attached) that I sent over on February 8th and send it back to me for our records.

Since the January and February invoices reflected the earlier "base amount" we provided a credit on the invoice for each of these two months.

The March reconciliation of the 2001 actual costs (attached) results in an annual credit of \$27,502. Since this is higher than the 5% of the total annual charge, we are distributing the credit over a three month period as included in the addendum language. The first of the three months is also included as a credit on the March invoice.

Not too bad!

I think this covers everything that I am aware of at this point. Please give me a call at (206) 368-5440 if you have any questions.

Thanks,

A handwritten signature in black ink that reads "John Hawley". The signature is written in a cursive, flowing style.

John Hawley

Cc: Glenn Akramoff
Ted Carlson
Peggy Graham

RECEIVED

MAR 28 2002

CITY OF KENMORE

Addendum to the Interlocal Agreement Between the City of Kenmore and the City of Lake Forest Park Relating to Public Works Services. This addendum provides updated costs for the 2002 Budget Year.

The 2002 public works service costs for the City of Kenmore are outlined in Attachment A for the 2002 budget year. The major changes reflected for the 2002 service costs include:

- Two additional positions have been added for the City of Kenmore. Attachment A includes the cost for these positions for ten months due to hiring timelines.
- Funding is included to pay for temporary help to open and close the city parks on weekends for 44 weeks. These costs are split 50/50 between the two cities since each city has four parks each.
- The slope mower and North Rehabilitation Facility costs have been added into the monthly service charge rather than being billed separately
- Both cities added administrative support costs to cover the direct support costs for the specific public works positions included in the agreement
- Lake Forest Park will be responsible for all vehicle maintenance and fuel costs with the charges being split between the two cities on an FTE basis

Other adjustments or additions include:

1. Each March, the City of Lake Forest Park will calculate the actual costs of services provided to the City of Kenmore and reconcile them with the budgeted costs for the previous year. If the actual costs for the previous year are lower than the budgeted costs, the City of Lake Forest Park will provide a credit to the City of Kenmore in the March invoice for services. If the actual costs for the previous year were higher than budgeted, the City of Lake Forest Park will add the difference to the March invoice. If the adjustment is greater than 5% of the annual contract amount, the payment of the adjustment by either city will be spread over a three month period.
2. The staff from the City of Lake Forest Park and the City of Kenmore will meet during the months of August and September to discuss and agree on public works service costs for the next budget year. The preliminary costs of public works services will be set by September 30th of each year. If material adjustments are made during the annual budget process by either the City of Lake Forest Park or the City of Kenmore, the preliminary costs will be reviewed by both cities and adjusted by December 31st.

Any notice required by this agreement shall be sent to:

City of Lake Forest Park
Attention: Glenn Akramoff
17425 Ballinger Way NE
Lake Forest Park, WA 98155

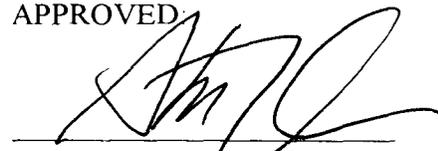
City of Kenmore
Attention: Ted Carlson
P.O. Box 82607
Kenmore, WA 98028

APPROVED:



David R. Hutchinson, Mayor
City of Lake Forest Park

APPROVED:



Stephen L. Anderson, City Manager
City of Kenmore

Public Works Service Charges for 2002 - Cities of Kenmore and Lake Forest Park

Lake Forest Park Public Works Costs for Basic Operations
(Based on 2002 Preliminary Budget)

	2002 Budget	Per Employee Costs	Kenmore
Safety Clothing / Boots	4,000	296	1,622
Office Supplies	3,000	222	1,217
Small Tools and Equipment	12,000	889	4,867
Supplies	19,000	1,407	7,706
Communications	16,000	1,185	6,489
Travel	1,000	74	406
Insurance	34,389	2,547	13,947
Dues / Subscriptions	400	30	162
Training	10,000	741	4,056
Services	61,789	4,577	25,059
Vehicle/Equip. Replacement, Maintenance, and Fuel (3)	98,544	7,300	39,965
Total Non-Personnel Costs	179,333	13,284	72,730

Notes:

- 1) The City of Kenmore has committed to 250 slope mower hours per year. This amount is in the base contract. Slope mower hour usage above 250 will be billed monthly based on hours used.
- 2) Administrative support costs reflect Kenmore's portion of the direct costs for human resources, billing, payroll services, and facilities costs. This represents 4.9% of Kenmore's direct service costs.
- 3) This includes the vehicle and equipment replacement costs for the Public Works vehicles owned by the City of Lake Forest Park and shared by the two cities. Replacement costs for the slope mower are excluded as these costs are included in the hourly rate. Beginning in 2002, Lake Forest Park will pay for all vehicle maintenance and fuel and Kenmore will pay for their share based on their share of the FTEs.

Addendum to the Interlocal Agreement Between the City of Kenmore and the City of Lake Forest Park Relating to Public Works Services. This addendum provides updated costs for the 2002 Budget Year.

The 2002 public works service costs for the City of Kenmore are outlined in Attachment A for the 2002 budget year. The major changes reflected for the 2002 service costs include:

- Two additional positions have been added for the City of Kenmore. Attachment A includes the cost for these positions for ten months due to hiring timelines.
- Funding is included to pay for temporary help to open and close the city parks on weekends for 44 weeks. These costs are split 50/50 between the two cities since each city has four parks each.

The slope mower and North Rehabilitation Facility costs have been added into the monthly service charge rather than being billed separately

- Both cities added administrative support costs to cover the direct support costs for the specific public works positions included in the agreement
- Lake Forest Park will be responsible for all vehicle maintenance and fuel costs with the charges being split between the two cities on an FTE basis

Other adjustments or additions include:

1. Each March, the City of Lake Forest Park will calculate the actual costs of services provided to the City of Kenmore and reconcile them with the budgeted costs for the previous year. If the actual costs for the previous year are lower than the budgeted costs, the City of Lake Forest Park will provide a credit to the City of Kenmore in the March invoice for services. If the actual costs for the previous year were higher than budgeted, the City of Lake Forest Park will add the difference to the March invoice. If the adjustment is greater than 5% of the annual contract amount, the payment of the adjustment by either city will be spread over a three month period.
2. The staff from the City of Lake Forest Park and the City of Kenmore will meet during the months of August and September to discuss and agree on public works service costs for the next budget year. The preliminary costs of public works services will be set by September 30th of each year. If material adjustments are made during the annual budget process by either the City of Lake Forest Park or the City of Kenmore, the preliminary costs will be reviewed by both cities and adjusted by December 31st.

Any notice required by this agreement shall be sent to:

City of Lake Forest Park
Attention: Glenn Akramoff
17425 Ballinger Way NE
Lake Forest Park, WA 98155

City of Kenmore
Attention: Ted Carlson
P.O. Box 82607
Kenmore, WA 98028

APPROVED:

APPROVED:

David R. Hutchinson, Mayor
City of Lake Forest Park

Stephen L. Anderson, City Manager
City of Kenmore

Addendum to the Interlocal Agreement Between the City of Kenmore and the City of Lake Forest Park Relating to Public Works Services. This addendum provides updated costs for the 2003 Budget Year.

The 2003 public works service costs for the City of Kenmore are outlined in Attachment A for the 2003 budget year. The 2003 service costs reflect a total increase of \$61,123 from the 2002 service costs. For 2003, the monthly base charges will be \$33,104.

The changes in service costs are listed below.

- Personnel cost increases of \$27,169 due to salary and benefit increases for staff and the full-year funding for the two additional positions that were added for the City of Kenmore for 2002. These position were only funded for ten months in 2002.
- There is an increase of \$7,685 due to the hiring of a half-time Administrative Assistant position for the Public Works Department. These funds reflect Kenmore's share of this position based on Kenmore's percent of the Public Works Departments FTEs.
- There is a decrease of \$1,469 in overall non-personnel costs.
- There is a decrease of \$2,929 due to overall lower costs for vehicle and equipment replacements.
- There is an increase of \$30,668 in overall Administrative Support costs due primarily to the opening of the new Public Works Facility.

The 2002 Addendum included the language below on the annual reconciliation adjustment. Since the City of Lake Forest Park has already closed the 2002 Budget year we will perform the reconciliation in January and include a credit with the January 2003 invoice.

For 2002, the actual costs for the City of Kenmore were \$321,483 versus the 2002 Budget of \$336,123. This \$14,640 (4.4%) difference will be shown as a credit on the January 2003 invoice.

2002 Addendum Language: "Each March, the City of Lake Forest Park will calculate the actual costs of services provided to the City of Kenmore and reconcile them with the budgeted costs for the previous year. If the actual costs for the previous year are lower than the budgeted costs, the City of Lake Forest Park will provide a credit to the City of Kenmore in the March invoice for services. If the actual costs for the previous year were higher than budgeted, the City of Lake Forest Park will add the difference to the March invoice. If the adjustment is greater than 5% of the annual contract amount, the payment of the adjustment by either city will be spread over a three month period."

Any notice required by this agreement should be sent to:

City of Lake Forest Park
Attention: Scott Walker
17425 Ballinger Way NE
Lake Forest Park, WA 98155

City of Kenmore
Attention: Ted Carlson
P.O. Box 82607
Kenmore, WA 98028

APPROVED:

APPROVED:

David R. Hutchinson, Mayor
City of Lake Forest Park

Stephen L. Anderson, City Manager
City of Kenmore
*Addendum to Public Works Service Agreement
For 2003 Service Costs*

Public Works Service Charges for 2003 - Cities of Kenmore and Lake Forest Park

(Based on 2003 Preliminary Budget)

FINAL

Position Title	2003 Annual	2003 Benefits	Benefit Percent	Personnel Costs	Non- Personnel Costs	Total Costs	Kenmore Costs	Kenmore Percent	FTEs
PW Operations Manager	68,256	19,416	28%	87,672	14,601	102,273	25,568	25.0%	1.0
Public Works Lead Worker	45,600	13,365	29%	58,965	14,601	73,566	36,783	50.0%	1.0
PW Maint. Worker	39,541	8,653	22%	48,194	14,601	62,795	62,795	100.0%	1.0
PW Maint. Worker	34,796	8,183	24%	42,979	14,601	57,580	57,580	100.0%	1.0
PW Maint. Worker	35,982	13,575	38%	49,557	14,601	64,158	64,158	100.0%	1.0
PW Maint. Worker	40,762	16,694	41%	57,456	14,601	72,057	0	0.0%	1.0
PW Maint. Worker	34,796	8,665	25%	43,461	14,601	58,062	0	0.0%	1.0
PW Maint. Worker	35,982	8,301	23%	44,283	14,601	58,884	0	0.0%	1.0
PW Maint. Worker	34,796	8,183	24%	42,979	14,601	57,580	0	0.0%	1.0
PW Maint. Worker	34,796	8,183	24%	42,979	14,601	57,580	57,580	100.0%	1.0
PW Maint. Worker (Sewer)	17,398	3,230	19%	20,628	14,601	35,229	0	0.0%	1.0
Administrative Assistant	17,377	3,662	21%	21,039	308	21,346	7,685	36.0%	0.5
Seasonal Help									
\$12.00 per hour x 40 hours per week x 3 workers x 6 months	37,440	4,494	12%	41,934	21,901	63,835	31,918	50.0%	1.5
Overtime	7,500	0		7,500	0	7,500	2,700	36.0%	
On-Call Services	14,600	0		14,600	0	14,600	5,256	36.0%	
	499,622	124,605		624,227	182,818	807,045	352,022		13.0

Annual Slope Mower Costs (250 hours x \$27.87) 6,968 (1)

North Rehabilitation Facility 35,000

Administrative Support (Kenmore's percent of FTEs to direct costs of services), 49,464 (2)

includes human resources \$2,866, billing \$5,963, payroll \$2,560, and the Public Works yard \$38,074.

443,453

Public Works Superintendent 88,128 27,390 115,518 (46,207) 60.0%

Kenmore 2003 Charges: \$ 397,246

Kenmore Public Works Costs Related to Superintendent

Office and Computer Supplies	\$ 1,250
Small Tools & Equipment	2,500
Insurance	3,000
Vehicle and equipment, replacement, fuel, maintenance	14,290
Communications	850
Tuition	2,500
Dues & Training	500
Administrative Support	2,500
	\$ 27,390

Monthly Charges: \$ 33,104

2003 vs. 2002

\$ 61,123

Major Changes

Personnel Costs	\$ 27,169
Administrative Assistant	7,685
Non-Personnel Costs	(1,469)
Veh. & Equip. Replacement	(2,929)
Administrative Support	30,668
	\$ 61,123

Public Works Service Charges for 2003 - Cities of Kenmore and Lake Forest Park

(Based on 2003 Preliminary Budget)

FINAL

Lake Forest Park Public Works Costs for Basic Operations

	2003 Budget	Per Employee Costs	Kenmore
Safety Clothing / Boots	\$ 6,000	\$ 462	\$ 2,160
Office Supplies	4,000	308	1,440
Small Tools and Equipment	12,000	923	4,320
Supplies	22,000	1,692	7,920
Communications	18,000	1,385	6,480
Travel	1,500	115	540
Insurance	34,933	2,687	12,576
Dues / Subscriptions	500	38	180
Training	10,000	769	3,600
Services	64,933	4,995	23,376
Vehicle/Equip. Replacement, Maintenance, and Fuel (3)	102,878	7,914	37,036
Total Non-Personnel Costs	\$ 189,810	\$ 14,601	\$ 68,332

Notes:

- 1) The City of Kenmore has committed to 250 slope mower hours per year. This amount is in the base contract. Slope mower hour usage above 250 will be billed monthly based on hours used.
- 2) Administrative support costs reflect Kenmore's portion of the direct costs for human resources, billing, payroll services, and the Public Works yard. This represents 12.5% of Kenmore's direct service costs.
- 3) This includes the vehicle and equipment replacement costs for the Public Works vehicles owned by the City of Lake Forest Park and shared by the two cities. Replacement costs for the slope mower are excluded as these costs are included in the hourly rate. Beginning in 2002, Lake Forest Park will pay for all vehicle maintenance and fuel and Kenmore will pay for their share based on their share of the FTEs.

**Addendum to the Interlocal Agreement Between the City of Kenmore
and the City of Lake Forest Park Relating to Public Works Services.
This addendum provides updated costs for the 2004 Budget Year.**

The 2004 public works service costs for the City of Kenmore are outlined in Attachment A for the 2004 budget year. The 2004 service costs reflect a total increase of \$40,503 from the 2003 service costs. For 2004, the monthly base charges will be \$36,479.

The changes in service costs are listed below.

- Personnel cost increases of \$49,209 due to the addition of an additional maintenance worker for \$36,280 (this reflects the assumption of a June hire) and the salary and benefit increases for all of the existing staff.
- There is a decrease of \$1,630 in overall non-personnel costs.
There is a slight increase of \$224 for vehicle and equipment replacements.
- There is a decrease of \$3,531 in overall Administrative Support costs.
- There is an increase in the credit for the Kenmore Public Works Superintendent resulting in a decrease of \$3,769 in the overall contract costs.

We are now charging the City of Kenmore based on the average cost (salary and benefits) of a Maintenance Worker rather than for specific positions. This is based on the operational reality of how the Maintenance Workers are scheduled and utilized between the two cities.

The 2002 Addendum included the language below on the annual reconciliation adjustment. Since the City of Lake Forest Park has now closed the 2003 Budget year we are performing the reconciliation in February and will include adjustments with the February 2004 invoice.

For 2003, the actual costs for the City of Kenmore were \$405,075 versus the 2003 charge to Kenmore of \$404,493. This (\$582) (0.15%) difference will be added to the February 2004 invoice.

2002 Addendum Language: "Each March, the City of Lake Forest Park will calculate the actual costs of services provided to the City of Kenmore and reconcile them with the budgeted costs for the previous year. If the actual costs for the previous year are lower than the budgeted costs, the City of Lake Forest Park will provide a credit to the City of Kenmore in the March invoice for services. If the actual costs for the previous year were higher than budgeted, the City of Lake Forest Park will add the difference to the March invoice. If the adjustment is greater than 5% of the annual contract amount, the payment of the adjustment by either city will be spread over a three month period."

Any notice required by this agreement should be sent to:

City of Lake Forest Park
Attention: Scott Walker
17425 Ballinger Way NE
Lake Forest Park, WA 98155

City of Kenmore
Attention: Ted Carlson
P.O. Box 82607
Kenmore, WA 98028

APPROVED:

APPROVED:

Public Works Service Charges for 2004 - Cities of Kenmore and Lake Forest Park

(Based on 2004 Adopted Budget)

FINAL

Position Title	2004 Annual	2004 Benefits	Benefit Percent	Personnel Costs	Operating Costs	Total Costs	Kenmore Costs	Kenmore Percent	FTEs
PW Operations Director	73,171	21,987	30%	95,158	11,458	106,616	26,654	25.0%	1.0
City Engineer	74,933	21,714	29%	96,647	11,458	108,106	0	0.0%	1.0
Public Works Supervisor	53,167	15,818	30%	68,985	11,458	80,444	40,222	50.0%	1.0
PW Maint. Worker	36,590	10,101	28%	46,691	11,458	58,150	0	0.0%	1.0
PW Maint. Worker	41,579	14,647	35%	56,226	11,458	67,684	62,195	100.0%	1.0
PW Maint. Worker	37,837	10,226	27%	48,063	11,458	59,521	0	0.0%	1.0
PW Maint. Worker	37,837	10,226	27%	48,063	11,458	59,521	0	0.0%	1.0
PW Maint. Worker	37,837	14,274	38%	52,111	11,458	63,570	0	0.0%	1.0
PW Maint. Worker	39,085	10,350	26%	49,434	11,458	60,893	62,195	100.0%	1.0
PW Maint. Worker	37,837	14,274	38%	52,111	11,458	63,570	62,195	100.0%	1.0
PW Maint. Worker	39,085	18,147	46%	57,232	11,458	68,690	62,195	100.0%	1.0
PW Maint. Worker (June Hire)	36,590	10,110	28%	46,700	11,458	58,158	36,280	100.0%	1.0
PW Maint. Worker (Sewer)	37,837	18,023	48%	55,860	11,458	67,318	0	0.0%	1.0
PW Maint. Worker (Sewer-New)	36,590	10,110	28%	46,700	11,458	58,158	0	0.0%	1.0
Facilities / Custodian	36,590	18,347	50%	54,937	11,458	66,395	0	0.0%	1.0
Administrative Assistant	19,902	4,385	22%	24,287	206	24,493	8,817	36.0%	0.5
Seasonal Help									
\$12.00 per hour x 40 hours per week x 3 workers x 6 months	37,440	5,440	15%	42,880	17,188	60,067	30,034	50.0%	1.5
Overtime	7,500	0		7,500	0	7,500	2,947	39.3%	
On-Call Services	15,500	0		15,500	0	15,500	6,091	39.3%	
	736,907	228,177		965,084	189,269	1,154,353	399,825		17.0
PW Maint. Worker (Average)	38,253	12,484		50,737	11,458	62,195			

Annual Slope Mower Costs (250 hours x \$27.87) 6,968 (1)

North Rehabilitation Facility 35,000

Administrative Support (Kenmore's percent of FTEs to direct costs of services), 45,933 (2)

includes human resources \$3,226, billing \$6,176, payroll \$2,738, and the Public Works yard \$33,793.

487,726

Public Works Superintendent 96,290 28,650 124,940 (49,976) 60.0%

Kenmore 2004 Charges: \$ 437,750

Kenmore Public Works Costs Related to Superintendent

Office and Computer Supplies	\$ 250
Small Tools & Equipment	1,000
Insurance	3,000
Vehicle and equipment, replacement, fuel, maintenance	17,900
Communications	850
Tuition	2,500
Dues & Training	650
Administrative Support	2,500
	\$ 28,650

Monthly Charges: \$ 36,479

2004 vs. 2003	
	\$ 40,503
Major Changes	
Personnel Costs	\$ 49,209
Non-Personnel Costs	(1,630)
Veh. & Equip. Replacement	224
Administrative Support	(3,531)
Superintendent Portion	(3,769)
	\$ 40,503

Public Works Service Charges for 2004 - Cities of Kenmore and Lake Forest Park

(Based on 2004 Adopted Budget)

FINAL

Lake Forest Park Public Works Operating Costs

	2004 Budget	Per Employee Costs	Kenmore
Safety Clothing / Boots	\$ 6,000	\$ 353	\$ 2,358
Office Supplies	3,500	206	1,375
Small Tools and Equipment	14,000	824	5,501
Supplies	23,500	1,382	9,234
Communications	18,000	1,059	7,073
Travel	1,500	88	589
Insurance	39,265	2,310	15,429
Dues / Subscriptions	250	15	98
Training	10,000	588	3,929
Services	69,015	4,060	27,119
Vehicle/Equip. Replacement, Maintenance, and Fuel (3)	102,278	6,016	40,189
Total Non-Personnel Costs	\$ 194,793	\$ 11,458	\$ 76,542

Notes:

- 1) The City of Kenmore has committed to 250 slope mower hours per year. This amount is in the base contract. Slope mower hour usage above 250 will be billed monthly based on hours used.
- 2) Administrative support costs reflect Kenmore's portion of the direct costs for human resources, billing, payroll services, and the Public Works yard. This represents 9.4% of Kenmore's direct service costs.
- 3) This includes the vehicle and equipment replacement costs for the Public Works vehicles owned by the City of Lake Forest Park and shared by the two cities. Replacement costs for the slope mower are excluded as these costs are included in the hourly rate. Lake Forest Park pays for all vehicle maintenance and fuel and Kenmore will pay for their share based on their share of the FTEs.

**Addendum to the Interlocal Agreement Between the City of Kenmore
and the City of Lake Forest Park Relating to Public Works Services.
This addendum provides updated costs for the 2005 Budget Year.**

The 2005 public works service costs for the City of Kenmore are outlined in Attachment A for the 2005 budget year. The 2005 service costs reflect a total increase of \$70,992 from the 2004 service costs. For 2005, the monthly base charges will be \$42,395.

The changes in service costs are listed below.

- Personnel cost increases of \$47,484 due to the full-year billing for the position added in 2004 (billed for half-year in 2004) and the salary and benefit increases for all of the existing staff.
- There is an increase of \$2,544 in overall non-personnel costs due to small increases in safety clothing, tools and equipment, communications and insurance.
- There is an increase of \$6,203 for vehicle and equipment replacements, due to higher maintenance and fuel costs and the addition of a pick-up truck.
- There is an increase of \$10,921 in overall Administrative Support costs due to the addition of information services and slightly higher facility costs..
- There is a decrease in the credit for the Kenmore Public Works Superintendent resulting in an increase of \$3,840 in the overall contract costs. Decreases in the credit are primarily due to reductions of vehicle and equipment and tuition costs.

The 2002 Addendum included the language below on the annual reconciliation adjustment. Since the City of Lake Forest Park has now closed the 2004 Budget year we are performing the reconciliation in January and will include an adjustments with the January 2005 invoice.

For 2004, the actual costs for the City of Kenmore were \$484,795 versus the 2004 charge to Kenmore of \$487,726. This \$2,931 (0.6%) difference will be deducted from the January 2005 invoice.

2002 Addendum Language: "Each March, the City of Lake Forest Park will calculate the actual costs of services provided to the City of Kenmore and reconcile them with the budgeted costs for the previous year. If the actual costs for the previous year are lower than the budgeted costs, the City of Lake Forest Park will provide a credit to the City of Kenmore in the March invoice for services. If the actual costs for the previous year were higher than budgeted, the City of Lake Forest Park will add the difference to the March invoice. If the adjustment is greater than 5% of the annual contract amount, the payment of the adjustment by either city will be spread over a three month period."

Any notice required by this agreement should be sent to:

City of Lake Forest Park
Attention: Scott Walker
17425 Ballinger Way NE
Lake Forest Park, WA 98155

City of Kenmore
Attention: Ted Carlson
P.O. Box 82607
Kenmore, WA 98028

APPROVED:

APPROVED:

David R. Hutchinson, Mayor

Stephen L. Anderson, City Manager

Public Works Service Charges for 2005 - Cities of Kenmore and Lake Forest Park

(Based on 2005 Adopted Budget)

FINAL

Position Title	2005 Annual	2005 Benefits	Benefit Percent	Personnel Costs	Operating Costs	Total Costs	Kenmore Costs	Kenmore Percent	FTEs	Kenmore FTEs
Public Works Operations Director	74,566	23,895	32%	98,461	12,635	111,096	27,774	25.0%	1.0	0.25
Public Works Supervisor	55,902	17,408	31%	73,310	12,635	85,945	42,973	50.0%	1.0	0.50
Maintenance Workers (9.0)	347,941	132,554	38%	480,495	113,719	594,214	330,119	55.6%	9.0	5.00
Administrative Assistant	20,525	4,984	24%	25,509	6,318	31,827	13,427	42.2%	0.5	0.25
\$12.00 per hour x 40 hours per week x 3 workers x 6 months	37,440	6,041	16%	43,481	18,953	62,434	31,217	50.0%	1.5	0.75
Maint. Worker (Sewer)	39,085	19,764	51%	58,850	12,635	71,485	0	0.0%	1.0	0.00
Maint. Worker (Sewer)	37,838	15,633	41%	53,471	12,635	66,106	0	0.0%	1.0	0.00
Facilities Maintenance	37,838	19,564	52%	57,402	12,635	70,038	0	0.0%	1.0	0.00
Overtime	10,000	0		10,000	0	10,000	4,219	42.2%		
On-Call Services	15,000	0		15,000	0	15,000	6,328	42.2%		
	676,135	239,844		915,979	202,166	1,118,145	456,056		16.0	6.75

Annual Slope Mower Costs (250 hours x \$27.87) 6,968 (1)

North Rehabilitation Facility 35,000

Administrative Support (Kenmore's percent of FTEs to direct costs of services),
includes human resources \$3,421, billing \$6,866, information services \$7,431,
payroll \$2,853, and the Public Works yard \$36,281. 56,853 (2)

554,877

Public Works Superintendent

101,320

14,020

115,340

(46,136)

60.0%

Kenmore 2005 Charges: \$ 508,741

Monthly Charges: \$ 42,395

Kenmore Public Works Costs Related to Superintendent

Office and Computer Supplies	\$ 100
Small Tools & Equipment	200
Insurance	2,800
Vehicle and equipment, replacement, fuel, maintenance	6,850
Communications	850
Dues & Training	720
Administrative Support	2,500
	\$ 14,020

<u>2004 vs. 2003</u>	
	\$ 70,992
Major Changes	
Personnel Costs	\$ 47,484
Non-Personnel Costs	2,544
Veh. & Equip. Replacement	6,203
Administrative Support	10,921
Superintendent Portion	3,840
	\$ 70,992

Public Works Service Charges for 2005 - Cities of Kenmore and Lake Forest Park

(Based on 2005 Adopted Budget)
Lake Forest Park Public Works Operating Costs

FINAL

	2005 Budget	Per Employee Costs	Kenmore
Safety Clothing / Boots	\$ 8,000	\$ 500	\$ 3,375
Office Supplies	3,000	188	1,266
Small Tools and Equipment	14,000	875	5,906
Supplies	25,000	1,563	10,547
Communications	18,000	1,125	7,594
Travel	500	31	211
Insurance	40,000	2,500	16,875
Dues / Subscriptions	200	13	84
Training	8,500	531	3,586
Services	67,200	4,200	28,350
Vehicle/Equip. Replacement, Maintenance, and Fuel (3)	109,966	6,873	46,392
Total Non-Personnel Costs	\$ 202,166	\$ 12,635	\$ 85,289

Notes:

- 1) The City of Kenmore has committed to 250 slope mower hours per year. This amount is in the base contract. Slope mower hour usage above 250 will be billed monthly based on hours used.
- 2) Administrative support costs reflect Kenmore's portion of the direct costs for human resources, billing, payroll services, and the Public Works yard. This represents 10.2% of Kenmore's direct service costs.
- 3) This includes the vehicle and equipment replacement costs for the Public Works vehicles owned by the City of Lake Forest Park and shared by the two cities. Replacement costs for the slope mower are excluded as these costs are included in the hourly rate. Lake Forest Park pays for all vehicle maintenance and fuel and Kenmore will pay for their share based on their share of the FTEs.

Public Works Service Charges for 2006 - Cities of Kenmore and Lake Forest Park

(Based on 2006 Adopted Budget)

FINAL

Position Title	2006 Annual	2006 Benefits	Benefit Percent	Personnel Costs	Operating Costs	Total Costs	Kenmore Costs	Kenmore Percent	FTEs	Kenmore FTEs
Public Works Operations Director	76,283	24,236	32%	100,519	13,018	113,538	28,384	25.0%	1.0	0.25
Public Works Supervisor	58,962	17,756	30%	76,718	13,018	89,736	44,868	50.0%	1.0	0.50
Maintenance Workers (9.0)	378,185	143,732	38%	521,916	117,165	639,081	355,045	55.6%	9.0	5.00
Administrative Assistant	20,998	5,144	24%	26,142	6,509	32,651	13,775	42.2%	0.5	0.25
\$12.00 per hour x 40 hours per week x 3 workers x 6 months	37,440	5,752	15%	43,192	19,528	62,720	31,360	50.0%	1.5	0.75
Maint. Worker (Sewer)	39,445	15,527	39%	54,972	13,018	67,990	0	0.0%	1.0	0.00
Maint. Worker (Sewer)	42,046	21,017	50%	63,063	13,018	76,081	0	0.0%	1.0	0.00
Facilities Maintenance	40,746	20,176	50%	60,922	13,018	73,940	0	0.0%	1.0	0.00
Overtime	12,000	0		12,000	0	12,000	5,063	42.2%		
On-Call Services	15,000	0		15,000	0	15,000	6,328	42.2%		
	721,105	253,339		974,444	208,294	1,182,738	484,823		16.0	6.75

Annual Slope Mower Costs (250 hours x \$27.87) 6,968 (1)

North Rehabilitation Facility 35,000

Administrative Support (Kenmore's percent of FTEs to direct costs of services), includes: 59,904 (2)

Human resources \$ 6,308 Information Services \$ 7,936

Payroll \$ 2,882 Billing \$ 6,496 Public Works Yard \$ 0

586,694

Public Works Superintendent 107,400 16,060 123,460 (49,384) 60.0%

Kenmore 2006 Charges: \$ 537,310

Monthly Charges: \$ 44,776

Kenmore Public Works Costs Related to Superintendent

Office and Computer Supplies	\$ 100
Small Tools & Equipment	200
Insurance	4,460
Vehicle and equipment, replacement, fuel, maintenance	6,850
Communications	330
Dues & Training	620
Administrative Support	3,500
	\$ 16,060

2006 vs. 2005	
	\$ 28,570
Major Changes	
Personnel Costs	\$ 22,640
Non-Personnel Costs	1,623
Veh. & Equip. Replacement	4,505
Administrative Support	3,051
Superintendent Portion	(3,248)
	\$ 28,570

2006 Addendum was overwritten by 2007, but here's the detail.

Public Works Service Charges for 2006 - Cities of Kenmore and Lake Forest Park

(Based on 2006 Adopted Budget)

FINAL

Lake Forest Park Public Works Operating Costs

	2006 Budget	Per Employee Costs	Kenmore
Safety Clothing / Boots	\$ 8,000	\$ 500	\$ 3,375
Office Supplies	3,000	188	1,266
Small Tools and Equipment	14,000	875	5,906
Supplies	25,000	1,563	10,547
Communications	20,000	1,250	8,438
Travel	500	31	211
Insurance	33,950	2,122	14,323
Dues / Subscriptions	200	13	84
Training	8,000	500	3,375
Services	62,650	3,916	26,430
Vehicle/Equip. Replacement, Maintenance, and Fuel (3)	120,644	7,540	50,897
Total Non-Personnel Costs	\$ 208,294	\$ 13,018	\$ 87,874

Notes:

- 1) The City of Kenmore has committed to 250 slope mower hours per year. This amount is in the base contract. Slope mower hour usage above 250 will be billed monthly based on hours used.
- 2) Administrative support costs reflect Kenmore's portion of the direct costs for human resources, billing, payroll services, and the Public Works yard. This represents 10.25% of Kenmore's direct service costs.
- 3) This includes the vehicle and equipment replacement costs for the Public Works vehicles owned by the City of Lake Forest Park and shared by the two cities. Replacement costs for the slope mower are excluded as these costs are included in the hourly rate. Lake Forest Park pays for all vehicle maintenance and fuel and Kenmore will pay for their share based on their share of the FTEs.

**Addendum to the Interlocal Agreement Between the City of Kenmore
and the City of Lake Forest Park Relating to Public Works Services.
This addendum provides updated costs for the 2007 Budget Year.**

The 2007 public works service costs for the City of Kenmore are outlined in Attachment 1. for the 2007 budget year. The 2007 service costs reflect a total increase of \$25,374 from the 2006 service costs. For 2007, the monthly base charges will be \$46,890.

The changes in service costs are listed below.

- Personnel cost increases of \$32,240 due to salary and benefit increases and higher benefit costs due to new employees having more dependents than the employees that they replaced.
- There is an increase of \$2,466 in overall non-personnel costs due to small increases in safety clothing, tools and equipment, communications and insurance.
- There is an increase of \$4,512 in overall Administrative Support costs due salary and benefit increases for those administrative positions.
- There is an increase in the credit for the Kenmore Public Works Superintendent resulting in a decrease of \$13,843 in the overall contract costs. This was primarily due to the addition of an Office Assistant in Kenmore to aid the Superintendent.

The 2002 Addendum included the language below on the annual reconciliation adjustment. Since the City of Lake Forest Park has closed the 2006 Budget year we have finally performed the reconciliation and will include an adjustment with the May 2007 invoice.

Based on 2006 actual costs, Kenmore is due an additional \$10,047 (1.87% difference). This amount will be deducted from the May 2007 invoice.

2002 Addendum Language: "Each March, the City of Lake Forest Park will calculate the actual costs of services provided to the City of Kenmore and reconcile them with the budgeted costs for the previous year. If the actual costs for the previous year are lower than the budgeted costs, the City of Lake Forest Park will provide a credit to the City of Kenmore in the March invoice for services. If the actual costs for the previous year were higher than budgeted, the City of Lake Forest Park will add the difference to the March invoice. If the adjustment is greater than 5% of the annual contract amount, the payment of the adjustment by either city will be spread over a three month period."

Any notice required by this agreement should be sent to:

City of Lake Forest Park
Attention: Scott Walker
17425 Ballinger Way NE
Lake Forest Park, WA 98155

City of Kenmore
Attention: Ted Carlson
P.O. Box 82607
Kenmore, WA 98028

APPROVED:

APPROVED:

David R. Hutchinson, Mayor
City of Lake Forest Park

Stephen L. Anderson, City Manager
City of Kenmore

Public Works Service Charges for 2007 - Cities of Kenmore and Lake Forest Park

(Based on 2007 Adopted Budget)

FINAL

Position Title	2007 Annual	2007 Benefits	Benefit Percent	Personnel Costs	Operating Costs	Total Costs	Kenmore Costs	Kenmore Percent	FTEs	Kenmore FTEs
Public Works Operations Director	90,265	29,641	33%	119,905	13,172	133,078	33,269	25.0%	1.0	0.25
Public Works Supervisor	68,762	24,438	36%	93,200	13,172	106,373	53,186	50.0%	1.0	0.50
Maintenance Workers (9.0)	380,356	167,330	44%	547,685	118,552	666,238	370,132	55.6%	9.0	5.00
Administrative Assistant	24,639	6,393	26%	31,032	6,586	37,618	18,809	50.0%	0.5	0.25
\$12.00 per hour x 40 hours per week x 3 workers x 6 months	37,440	5,752	15%	43,192	19,759	62,951	31,476	50.0%	1.5	0.75
Maint. Worker (Sewer)	39,478	22,314	57%	61,792	13,172	74,965	0	0.0%	1.0	0.00
Maint. Worker (Sewer)	42,169	22,660	54%	64,830	13,172	78,002	0	0.0%	1.0	0.00
Facilities Maintenance	43,515	18,897	43%	62,412	13,172	75,585	0	0.0%	1.0	0.00
Overtime	15,000	0		15,000	0	15,000	6,328	42.2%		
On-Call Services	15,000	0		15,000	0	15,000	6,328	42.2%		
	<u>756,624</u>	<u>297,425</u>		<u>1,054,049</u>	<u>210,760</u>	<u>1,264,809</u>	<u>519,529</u>		<u>16.0</u>	<u>6.75</u>

Annual Slope Mower Costs (250 hours x \$27.87) 6,968 (1)

King County Community Works Program 35,000

Administrative Support (Kenmore's percent of FTEs to direct costs of services), includes: 64,416 (2)

Human resources \$ 7,717 Information Services \$ 9,037

Payroll \$ 3,526 Billing \$ 7,854 Public Works Yard \$ 36,281

625,912

Public Works Superintendent	115,553	17,550	133,103	(53,241)	60.0%
Office Assistant	24,965	0	24,965	(9,986)	60.0%

Kenmore 2006 Charges: \$ 562,685

Monthly Charges: \$ 46,890

Kenmore Public Works Costs Related to Superintendent

Office and Computer Supplies	\$ 250
Small Tools & Equipment	200
Insurance	4,220
Vehicle and equipment, replacement, fuel, maintenance	7,880
Communications	500
Dues & Training	1,000
Administrative Support	3,500
	\$ 17,550

2007 vs. 2006	
	\$ 25,374
Major Changes	
Personnel Costs	\$ 32,240
Non-Personnel Costs	2,466
Veh. & Equip. Replacement	(0)
Administrative Support	4,512
Superintendent Portion	(13,843)
	\$ 25,374

Public Works Service Charges for 2007 - Cities of Kenmore and Lake Forest Park

(Based on 2007 Adopted Budget)
Lake Forest Park Public Works Operating Costs

FINAL

	2007 Budget	Per Employee Costs	Kenmore
Safety Clothing / Boots	\$ 8,000	\$ 500	\$ 3,375
Office Supplies	3,000	188	1,266
Small Tools and Equipment	14,000	875	5,906
Supplies	25,000	1,563	10,547
Communications	20,000	1,250	8,438
Travel	800	50	338
Insurance	35,316	2,207	14,899
Dues / Subscriptions	500	31	211
Training	8,500	531	3,586
Services	65,116	4,070	27,471
Vehicle/Equip. Replacement, Maintenance, and Fuel (3)	120,644	7,540	50,897
Total Non-Personnel Costs	\$ 210,760	\$ 13,172	\$ 88,914

Notes:

- 1) The City of Kenmore has committed to 250 slope mower hours per year. This amount is in the base contract. Slope mower hour usage above 250 will be billed monthly based on hours used.
- 2) Administrative support costs reflect Kenmore's portion of the direct costs for human resources, billing, payroll services, and the Public Works yard. This represents 10.25% of Kenmore's direct service costs.
- 3) This includes the vehicle and equipment replacement costs for the Public Works vehicles owned by the City of Lake Forest Park and shared by the two cities. Replacement costs for the slope mower are excluded as these costs are included in the hourly rate. Lake Forest Park pays for all vehicle maintenance and fuel and Kenmore will pay for their share based on their share of the FTEs.

**Interlocal Agreement Between
King County and the City of Kenmore**
Relating to the Ownership, Funding, Operation and Maintenance
of Parks, Open Space, Recreation Facilities, and Programs

This Agreement is made and entered into this day by and between the City of Kenmore, hereinafter called "City", and King County, hereinafter called "County", as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS the City of Kenmore incorporated on August 31, 1998, in an area of previously unincorporated King County known as Kenmore; and

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property inside its boundaries; and

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreational facilities and programs inside the City boundaries; and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate to ensure a smooth transition and avoid service disruption;

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title/Existing Agreements, Contracts or Permits

- 1.1. Within thirty (30) days of execution of this agreement, King County shall convey to the City by deeds all of its ownership interest, and when possible by assignment any leasehold interest or shared use responsibility, in the following listed parks, open space and recreation sites (all as described more fully in Exhibits A and B, by this reference made a part hereof):

Kenmore Park
Linwood Park
Moorlands Park
Tracy Owen Station Park
Wallace Swamp Creek Park

- 1.2. All deeds to said property and property improvements ("the facilities") shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants if applicable, and IAC (Interagency Committee for Outdoor Recreation) covenants if applicable. King County and the City agree to initiate transfer of sponsor

status for IAC projects to the City within 90 days of the execution of this agreement.

1.2.1. King County and the Northshore School District (the "District") currently have a Cooperative Use, Maintenance and Development Agreement for Moorlands Park. If the District consents, King County and the City shall assign the Cooperative Use, Maintenance and Development Agreement to the City by means of an ASSIGNMENT OF INTERLOCAL AGREEMENT AND CONSENT TO ASSIGNMENT document, within 90 days of the execution of this interlocal agreement; the Assignment document shall then be attached to and be incorporated into this Interlocal Agreement.

1.2.2. King County and the City agree to continue to work cooperatively with the Washington Department of Natural Resources (DNR) to assign to the City the Fresh Water Harbor Area Lease agreement for Tracy Owen Station Park.

1.3. As consideration to the County, all deeds shall also contain the following specific covenants pertaining to use:

“The City covenants to operate and maintain the property in perpetuity as a public park, public recreational facility, and/or public open space, except that the City may trade the property or part of the property for public park, public recreational property, and/or public open space of equal or greater value. Where IAC funding is attached to a transferred property, the City must use the IAC conversion process to trade the property or part of the property for public park, public recreational property, and/or public open space of equal or greater value. The City further covenants that it will not in any way limit or restrict access to and use of the property by non-City residents. The City also covenants that any and all user fees, including charges made by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.”

2. Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

2.1. As further consideration to the County, upon conveyance, the City agrees to accept the facilities and properties listed in Section 1.1 above in as is condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and recreation services at said facilities and properties.

2.2. Notwithstanding Section 2.1 above, the County agrees to retain maintenance responsibility for the restroom facility at Tracy Owen Station Park for the period from January 1, 2001 to December 31, 2005. The County agrees to provide base level maintenance services at this restroom facility consistent with the maintenance standard applied at similar restrooms in the County's regional trail system and to undertake routine repairs as needed, as described more fully in Exhibit C. The City agrees to allow the County complete access to the restroom facility and to the utilities leading to the restroom facility. The City and the County agree to discuss future maintenance

responsibility for the restroom at Tracy Owen Station Park at the end of the five year term described above.

3. Interim Cost Sharing for Routine Park Maintenance

- 3.1. For the period described below, the County will provide routine park maintenance at the service level described in Section 3.2, and in Exhibits C and D, by this reference made a part hereof. As consideration, the City shall convey to the County the base amounts listed below, on or before the dates listed below.

January – December 1999: For the year 1999, the City shall reimburse the County base compensation of \$24,587 for past services rendered, due no later than thirty (30) days after execution of this agreement.

January -- December 2000: For the year 2000, the City shall pay the County base compensation of \$50,649 due in two installments: the City shall pay the County \$33,766 due no later than thirty (30) days after execution of this agreement and the City shall pay the County the remainder, \$16,883, due no later than ninety (90) days after execution of this agreement.

January – December 2001: For the year 2001, the City shall pay the County base compensation of \$78,252 due in quarterly installments of \$19,563.

King County shall not be required to perform any maintenance if the City does not make these payments according to this schedule.

- 3.1.1. As of January 1, 2002, the City shall fully and completely assume and be liable for all costs and responsibilities related to park maintenance, unless this Agreement is extended in writing pursuant to paragraph 3.1.3 below.
- 3.1.2. Should the City desire to assume full and complete responsibility for park maintenance prior to January 1, 2002, the City shall notify the County in writing sixty (60) days prior to assuming responsibility for park maintenance services. The City shall pay the County for all park maintenance services rendered, no later than thirty (30) days after the County discontinues its provision of park maintenance services to the City.
- 3.1.3. Should the City and County mutually desire that the County continue to provide park maintenance services to the City beyond January 1, 2002, the City and the County may negotiate appropriate park maintenance service levels and fees, and contract in writing to extend this Agreement, with any agreed modifications.

3.2. Base Level Parks Maintenance Services

- 3.2.1. Acting solely as an independent contractor on behalf of the City, the County will provide routine parks maintenance services at the sites listed in Section 1.1 above, at the base level and standard provided in 1999, as more fully described in Exhibits C and D.
- 3.2.2. King County is only hereby obligated to provide the base level of services outlined in Exhibits C and D. Should the City wish to obtain extra or an enhanced level of service from King County, it must first request, then hire King County to provide such service, and provide King County with additional consideration. Any and all such future agreements to provide extra or enhanced service shall be approved by the City and County in writing.
- 3.2.3. The City shall fully fund and compensate the County for any and all such extra or enhanced services.
- 3.2.4. As further consideration, the City agrees to contract with the County for all services above the identified base level of service. The County will attempt to meet the needs and goals of the City whenever possible. If the County is unable or unwilling to meet all or part of a request from the City for extra or an enhanced level of service, the County will notify the City in writing. Only upon such notification by the County of an inability or unwillingness to meet all or part of a City request may the City then seek services from another contractor.
- 3.2.5. Within the identified base level of services as outlined in Exhibits C and D the City may request adjustments to individual tasks in order to meet specific needs. The County shall consider all such requests and, whenever reasonably practicable, alter the work program as necessary.
- 3.2.6. By this agreement, the County is only required to perform base level maintenance services at the facilities listed in Section 1.1 as those facilities were improved as of the date of execution of this Agreement. King County and the City anticipate that there may be further improvements made to these parks which will require additional maintenance. The City shall also fully pay for, and compensate King County for 100% of all such additional maintenance costs, regardless of the funding source for the improvement.

4. Access to and Use of Facilities for Maintenance

- 4.1. For the period described in Section 3.1 above, the City and County agree that the County will have continued access to all maintenance facilities located in the City of Kenmore for the purposes of equipment and supply storage.

5. Swamp Creek Park

- 5.1. The development project proposed at Swamp Creek Park includes the installation of walking paths, picnic tables, interpretive signs, trash receptacles and a viewing area. The purpose of the project is to provide public access to the site and to provide opportunities for environmental education.
- 5.2. The City and the County agree that the City will be provided an opportunity to review and comment upon the proposed development of the County's Swamp Creek Park Project.
- 5.3. The County recognizes that all projects within Swamp Creek Park lie within the City of Kenmore and must comply with City codes, regulations and ordinances.

6. Riparian Lands at Kenmore Park

- 6.1. The City and the County agree that the riparian lands at Kenmore Park extending 200 feet south from the southerly bank of the Sammamish River Waterway are shorelines of state-wide significance. The City and the County agree to protect in perpetuity the natural, scenic, forested, open space and natural system condition of these riparian lands.
- 6.2. The City and the County agree that improvements to the existing driveway, which provides access to a boat launch located on the property adjacent to and west of Kenmore Park, including, but not limited to, expanded parking for the boat launch and storm water treatment/detention, may be made so long as these improvements are appropriately mitigated, do not significantly impair the conservation values of the site and are approved by the applicable permitting jurisdictions.
- 6.3. The City and the County agree that park amenities providing public access to the Sammamish River Waterway are an acceptable use of the riparian lands at Kenmore Park so long as these amenities are appropriately mitigated, do not significantly impair the conservation values of the site and are approved by the applicable permitting jurisdictions.
- 6.4. The City recognizes that the riparian lands at Kenmore Park may be restored or enhanced for wetland mitigation purposes in the future and the City and the County agree to work cooperatively to further wetland restoration efforts at this site.
- 6.5. The City agrees to allow County staff to enter Kenmore Park for the purposes of monitoring the ecological condition of the site. The County agrees to coordinate with the City the performance of any county-sponsored stream side enhancement or restoration projects, or the performance of any other repairs or restoration as reasonably warranted to protect the conservation values of the site.

6.6 The City agrees to provide the County with an opportunity to review and comment on any development activity proposed on the riparian lands at Kenmore Park.

7. Duration

7.1 This Agreement shall be effective upon signature by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

8. Indemnification

8.1. The County and City shall indemnify, defend, and hold the other harmless to the full extent of the indemnitor's negligence as permitted under Washington law.

9. Audits and Inspections

9.1. The records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

10. Waiver and Amendments

10.1. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.

11. Entire Agreement and Modifications

11.1. This Interlocal Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

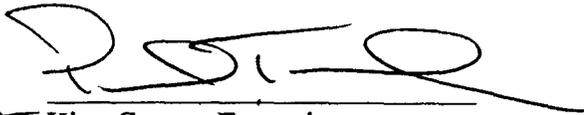
12. Administration of Agreement

12.1. The City and County shall each appoint a representative to review compliance with this Interlocal Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The representatives of this Interlocal Agreement shall meet as needed. Either party is authorized to convene a meeting to discuss any such conflict by providing the other party with minimum advance notice of ten (10) working days. Such notice shall be referred respectively to the City Manager and the Director of King County Parks and Recreation. Both parties shall strive in good faith to resolve any conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Kenmore



Deputy
King County Executive

City Manager

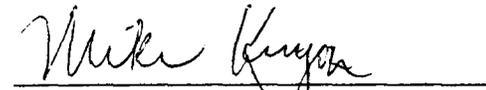
Date

December 11, 2000
Date

Approved as to Form:

Approved as to Form:


King County *WSRA#19252*
Deputy Prosecuting Attorney


City Attorney

March 12, 2001
Date

December 11, 2000
Date

EXHIBIT A

**KING COUNTY PARKS TRANSFERRING TO
THE CITY OF KENMORE**

Kenmore Park	Picnic shelter and tables, open play field, play equipment area, restroom
Linwood Park	Play equipment area
Moorlands Park	Baseball field
Tracy Owen Station Park	Fishing pier, boat moorage dock, picnic area, restroom
Wallace Swamp Creek Park	Picnic area

EXHIBIT B

LEGAL DESCRIPTIONS

As shown on deed copies, enclosed

KENMORE PARK

That portion of Government Lot 4 in Section 12, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows: Beginning at a point 1,350 feet North and 30 feet East of the S.W. corner of said Section 12; thence East parallel with the South line of said Section, 628.12 feet; thence North parallel with the West line of said Section to the Northerly line of said Government Lot; thence Westerly along said Northerly line to a point 30 feet East of the West line of said Section; thence South to the point of beginning; TOGETHER WITH second class shore lands adjoining and lying between the East and West lines of the above described tract of land produced North. (Being known as Tracts 42 & 43, The Moorlands, according to the unrecorded plat thereof.)

TOGETHER WITH water rights as described in Certificate of Water Right issued by the State of Washington on November 10, 1930.

LINWOOD PARK

That portion of Lot 14, Block 9, Lake Forest Park Estates, as recorded in Volume 34 of Plats, pages 8 - 10, records of King County, Washington, beginning in the N.E. corner of said Tract 14; thence Southerly 600 feet; thence Westerly 100 feet; thence Northerly 600 feet; thence Easterly 100 feet to the point of beginning.

TOGETHER WITH an easement for pedestrian traffic over and across the West 5 feet of the South 171 feet of Lot 14, Block 9, Lake Forest Park Estates, as recorded in Volume 34 of Plats, pages 8 - 10, records of King County, Washington.

MOORLANDS PARK

PARCELA

South 100 feet of the North 330 feet of the East 480 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 26 North, Range 4 East, W.M., EXCEPT portion thereof conveyed to King County for road by Deed recorded under Auditor's File No. 2828743. (Being known as Tract 3, Block A, Moorland Heights, an unrecorded plat.)

PARCEL B

South 200 feet of the North 530 feet of the West 200 feet of the East 480 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 26 North, Range 4 East, W.M. ALSO the South 16 feet of the North 530 feet of the West 250 feet of the East 280 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 13.

EXHIBIT B

LEGAL DESCRIPTIONS

(Being known as the West 200 feet of Lots 4 & 5, Block A, together with the South 16 feet of the East 250 feet of Lot 5, Block A, Moorland Heights, an unrecorded plat.)

PARCEL C

The West 200 feet of the East 680 feet of the South 300 feet of the North 530 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 26 North, Range 4 East, W.M. ALSO THE South 16 feet of the North 530 feet of the West 250 feet of the East 930 feet of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ in said Section 13. (Being known as the East 200 feet of Tracts 20, 21 & 22, Block A, together with the South 16 feet of the West 250 feet of Tract 20, Block A, Moorland Heights, an unrecorded plat.)

PARCEL D

The South 184.00 feet of the North 514.00 feet of the East 280.00 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 26 North, Range 4 East, W.M, EXCEPT the East 30.00 feet thereof deeded to King County for road by Deed recorded under Auditor's File No. 2828743, records of King County, Washington. (Being known as the East 250.00 feet of Lot 4, Block A, and the East 250.00 feet of the North 84.00 feet of Lot 5, Block A, Moorland Heights, according to an unrecorded plat.)

TRACY OWEN PARK

PARCEL A (112604-9148)

That portion of Government Lot 3 in Section 11, Township 26 North, Range 4 East, W.M., and the shore lands adjacent lying Southerly of the Northern Pacific Railroad right of way and Westerly of the following described line: Beginning at the intersection of the Westerly margin of 61st Avenue NE with the Northerly margin of Bothell Way, thence South 87-13-10 West along the Northerly margin of said right of way 150 feet to the true point of beginning of said described line; thence South 02-46-50 East to the shoreline of Lake Washington and the terminus of said line; LESS the Northerly 35 feet; TOGETHER WITH that portion of Government Lot 4 lying 35 feet Southerly of the Northern Pacific Railroad right of way and lying East of an extended line described as follows: Beginning at the meander corner common to Sections 10 and 11, thence South 33-05-12 East 82.37 feet to a point 20 feet Southerly of the Southeasterly line of the Northern Pacific Railroad right of way; thence on a curve right initial course North 44-46-22 East, with a radius of 774.02 feet distant 430.324 feet; thence North 76-37-37 East 51.132 feet to an intersection line bearing South 13-22-23 East; thence East 75 feet at a right angle to said line to the point of beginning of described line; thence South 13-22-23 East to shore and terminus of said described line. TOGETHER WITH adjacent shore lands.

TOGETHER WITH nonexclusive easement rights shared with Grantor (King County) in accordance with the reservations contained in deed

EXHIBIT B

LEGAL DESCRIPTIONS

recorded under Auditor's File No. 5794063, records of King County, Washington, in the following property: That portion of a strip of land 35 feet in width situated in Govt. Lots 3 and 4, and in the second class shore lands adjoining in Sec. 11, Twp 26 N., Rge 4 E., W.M., King County, Washington, the northerly line of said strip of land being the Southerly line of the right of way of the Northern Pacific Railway Co.; said Northerly line intersecting the Northwesterly extension of the Northeasterly line of the property described in Parcel "A" of said Deed as its westerly extremity, and intersecting the westerly line of N.E. 175th St. as its easterly extremity, lying East of the Northerly extension of the Easterly line of Parcel "A" herein.

TOGETHER WITH nonexclusive easement rights shared with Grantor (King County) in accordance with the reservations contained in deed recorded under Auditor's File No. 5794063, records of King County, Washington, in the following property: A strip of land in Govt. Lot 4 and the Second Class shore lands adjoining in Sec. 11, Twp 26 N., Rge 4 E., W.M.; King County, Washington, the Northerly line of said strip of land being the southerly line of the right of way of the Northern Pacific Railway Company; the Easterly line of said strip of land being the Northwesterly extension of the Northeasterly line of the property described in Parcel "A" of said Deed; the Southerly line of said strip of land being the Northerly line of the property described in Parcel "A" of said Deed; the Westerly line of said strip of land being the Northwesterly extension of the Southwesterly line of the property described in Parcel "A" of said Deed; AND that portion of a strip of land 35 feet in width situated in Govt. Lots 3 and 4, and in the second class shore lands adjoining in Sec. 11, Twp 26 N., Rge 4 E., W.M., King County, Washington, the northerly line of said strip of land being the Southerly line of the right of way of the Northern Pacific Railway Co.; said Northerly line intersecting the Northwesterly extension of the Northeasterly line of the property described in Parcel "A" of said Deed as its westerly extremity, and intersecting the westerly line of N.E. 175th St. as its easterly extremity, lying West of the Northerly extension of the Easterly line of Parcel "A" herein.

PARCEL B (112604-9166)

Tract B of King County Short Plat No. 582003, Recording No. 8209299002, said short plat described as follows: That portion of Government Lot 3 and second class tidelands adjacent beginning at the North 1/4 corner of Section 11, Township 26 North, Range 4 East, W.M., thence South 2-52-28 West along the East line of Government Lot 3 1786.59 feet to the South line of NE 175th Street and THE POINT OF BEGINNING; thence continuing South 2-52-28 West along the East line of said Government Lot 3 & said line extended 544.72 feet to the intersection with the inner harbor line; thence North 81-42-19 West along said inner harbor line 584.79 feet to the East line of a parcel conveyed to King County under Recording No. 7304190471; thence North 2-34-57 West

EXHIBIT B

LEGAL DESCRIPTIONS

(called South 2-30-22 East in said deed) along said East line 487.67 feet to a point 35 feet South of the Southerly line of the Northern Pacific Railroad Right of Way as measured perpendicular to said railroad right of way; thence South 87-34-28 East parallel to said railroad right of way 206.72 feet to the Westerly line of NE 175th Street; thence South 2-25-32 West along said Westerly line 25 feet to the Southerly line of NE 175th Street; thence 87-34-28 East along said Southerly line 45.60 feet; thence continuing along said Southerly line & curve left radius 2949.93 feet through a center angle 7-19-39 a distance of 377.26 feet to THE POINT OF BEGINNING.

WALLACE SWAMP CREEK PARK

PARCELA (011410-0205)

Lot 6 through 8, Block 4, Alderwood Manor No. 14, as per plat recorded in Volume 26 of Plats, page 4, in King County, Washington, together with that portion of Lot 9, lying West of a line described as follows: Beginning at a point on the North line of Lot 9, 342 feet Easterly from the NW corner of said lot, thence South parallel with the West line of Lot 9, 70 feet, thence East parallel with the North line of said lot 8.53 feet, thence South parallel with said West line 173.36 feet to the South line of said lot and the terminus of said line description; TOGETHER WITH lots 12 & 13, less the West 338 feet of said lots 12 & 13 as measured along the North and South lines of said lots 12 & 13, together with a portion of the North 1/2 of the North 1/2 of the NW 1/4 of the NW 1/4 of the SW 1/4 of Section 1, Township 26 North, Range 4 East, W.M., lying East of 68th Ave. NE, together with the East 300 feet of the following: The North 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of Section 1, Township 26 North, Range 4 East, W.M.; TOGETHER WITH the South 3/4 of the NW 1/4 of the NW 1/4 of the SW 1/4 of said Section 1.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

King County will provide parks maintenance services within the city limits of Kenmore at the levels described in Exhibits "C" and "D" of this agreement. Such services include:

Routine Recurring Maintenance: This is the day-to-day park maintenance tasks performed by a local district-based park maintenance unit. Typical types of services provided include mowing, litter and garbage pick-up, athletic field preparation, and custodial building maintenance. A list of all applicable services follows, along with definitions of each of the tasks.

Support Maintenance: This is the specialized corrective maintenance performed by the appropriate crafts and construction trades dispatched from the central Support Shop, which serves the regional County Park System. The base level of service that will be provided to the City under the provision of this agreement shall be repairs to existing parks facilities necessary for reasons of public safety or to protect the integrity of the facilities. It does not include renovation, fabrication, rehabilitation or new construction or any other significant capital improvements. A list of all such services follows.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

ROUTINE MAINTENANCE TASK CODE NUMBERS

- 5 0 1 CHEMICAL APPLICATION
- 5 0 4 WEEDEATING, EDGING, PUSH MOWING & RIDE MOWING
- 5 2 6 PLAY AREA INSPECTION & REPAIR
- 5 3 2 PAVEMENT CLEANING
- 5 3 6 LEAF GATHERING & MULCHING
- 5 3 9 LITTER & GARBAGE PICKUP
- 5 4 2 RESTROOM, SHOWER & BATHHOUSE AREAS
- 5 4 5 PICNIC & CAMP AREA MAINTENANCE
- 5 5 7 LANDSCAPE MAINTENANCE
- 5 6 0 BRUSHING
- 5 6 2 OPEN & CLOSE PARK
- 5 6 7 SWIM BEACH & DOCK MAINTENANCE
- 5 7 5 SEMI - SKILLED CRAFTS WORK
- 5 8 0 DRAINAGE MAINTENANCE & REPAIR
- 5 9 4 PARK INSPECTION

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

501 - CHEMICAL APPLICATION

DEFINITION:

The safe and regulated application of pesticides and fertilizers to turf and plant areas. Includes preparation time of equipment, tools, chemicals, materials, post-task cleanup and general storage of equipment, tools and materials.

Note: Time spent towards documentation and record keeping is included as part of this task.

DESIRED RESULT:

Safe and aesthetic appearance of the park facility's turf and plant areas through judicious use of chemical applications.

GENERAL TASK PROCEDURE:

- * This task is performed by or under the direct supervision of certified applicators working under the general supervision and guidance of and reporting to the Landscape Crew's Utility Lead person at the Renton Support Shop.
- * **Records and documentation are submitted to the Landscape Crew's Utility Lead person.**

GENERAL FREQUENCY:

Frequencies are chemical, site, season, and weather dependent. It is preferred that Round-up is applied twice annually.

Able to reduce to 0%.

TIME STANDARD:

Standard -Variable, depending on equipment used, inventory and terrain.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

504 - WEEDEATING, EDGING, PUSH MOWING & RIDE MOWING

DEFINITION:

Use of weedeaters, edgers, push mowers, blowers and various hand tools to trim and clean all turf borders and areas near fences, trees and other obstacles. Includes minor turf repair, task preparation time, post-task cleanup and general storage of equipment, tools and materials.

Use of riding mowers and RacoVacs to cut and clean generally large turf areas. Often, hilly and/or rough and uneven terrain is encountered. Turf area for the activity may include athletic fields, general park lawns and meadows. Includes minor turf repair, task preparation time, post-task cleanup and general storage of equipment, tools and materials.

DESIRED RESULT:

Turf should be cut cleanly at a height that is appropriate for the type of grass and mowing conditions, generally 1.5 - 2.0 inches. The mowing pattern should display evenly spaced and straight lines, and should be alternately vertical, horizontal or diagonal mowed so that the grass blades are not always cut from the same direction. Lawns and adjacent paved areas to be free of clumps and grass clippings. All turf borders should be maintained and cut at the same length as the primary turf areas. Edges should be cut so that grass does not overlap concrete or border by more than one inch. All cut grass to be removed from paved surfaces.

GENERAL TASK PROCEDURE:

- * Unload equipment from vehicle or pick up on-site.
- * Check fuel and lubricate equipment as necessary.
- * Inspect turf area prior to mowing - remove rocks, litter and other debris.
- * Move portable picnic tables and furniture.
- * Mow area.
- * Patch turf.
- * Check equipment, replace spool or clip new length of cutting string.
- * Trim area.
- * Edge area.
- * Sweep or blow curbs, walks and dispose of sod and other plant debris.
- * Clean and return equipment to storage or transport.
- * All equipment maintenance is reported under task 587.

GENERAL FREQUENCY:

One to two times per week [dependent on staffing levels] for irrigated and fertilized turf.
One time per week or one time per 2 weeks for non-irrigated, non-fertilized turf areas.
Hammerknife four times per year.

TIME STANDARD:

Calendar is February 15 through November 15.

Standard -Push Mowing — 4,000 square feet per hour.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

- Edging — 40 minutes per 1000 linear feet.
- Weedeating — 1,800 square feet per hour.
- Ride Mowing — 1 hour per acre based on various types of riding mowers.
- Hammerknifing — 1 hour per half-acre based on more severe cutting conditions.

Note: All time standards will vary dependent upon terrain and cutting conditions.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

526 -- PLAY AREA INSPECTION & REPAIR

DEFINITION:

Weekly inspection and maintenance of play equipment and surfacing (including park exercise courses) to ensure safe use. Includes task preparation, post-task cleanup and storage of equipment.

DESIRED RESULT:

Play structures should have all fasteners tight and moving parts secure and properly lubricated. No sharp edges, splinters or protruding parts that may cause injury should be present. Chain links and S hooks should not be worn, cracked or stretched. Play surfaces should be clean, free of debris and level, especially near swings and other active structures. Play area surfacing should be maintained at required depths around footings and concrete. Handicapped access pads and all paved surfaces are to be clean of surface material.

GENERAL TASK PROCEDURE:

- * Unload equipment and tools from vehicle or pickup on site.
- * Inspect play equipment for vandalism, broken equipment, missing parts, jagged or exposed places, worn surface material and bearings, etc.
- * Make minor adjustments such as untangling swings.
- * Pick up and dispose of litter, debris and broken glass.
- * Rake and groom surface area around play area.
- * Adjust, lubricate, repaint and perform minor repairs
- * Replacement of play equipment, consistent with current practices.
- * Remove and/or report offensive graffiti.
- * Immobilize and report unsafe play equipment.
- * Prepare inspection forms and accurately note all deficient items for Support Crew follow-up.
- * Clean and return equipment to storage or transport.

GENERAL FREQUENCY:

Minimum of once per week in addition to as needed.

Note: Once a month the Play Equipment/Inspection Report is filled out and turned in.
Not able to reduce.

TIME STANDARD:

Calendar is January through December.

Standard -15 minutes per week for inspection.
 -2 to 3 hours per month for maintenance.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

532 - PAVEMENT CLEANING

DEFINITION:

Cleaning of paved paths, roadways, stairs, parking lots, sidewalks and courtyards using a broom, backpack blower, walk-behind blower or power sweeping equipment. Ice and snow removal on stairs, paths and roadways. Includes task preparation, post-task cleanup and storage of equipment, tools and materials.

DESIRED RESULT:

Paved surfaces should be kept clean and safe and free of dust, moss, algae, ice, snow, dirt and debris. Expansion joints are to be kept free of vegetation.

GENERAL TASK PROCEDURE:

- * Unload equipment from vehicle or pickup on-site.
- * Collect and dispose of gathered debris.
- * Clean and return equipment to storage or transport.

GENERAL FREQUENCY:

As scheduled for each site.
Able to reduce to 50%.

TIME STANDARD:

Calendar is January through December.

- Standard
- Parking Lots — Variable depending on site and equipment available.
 - Other Surfaces — Variable depending on site and equipment available.
 - Trails — One hour per mile, 3 times per week - summer.
 - Two hours per mile, 3 times per week - winter.
 - Varies due to use, width of trail, adjacent vegetation and topography.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

536 - LEAF GATHERING & MULCHING

DEFINITION:

Raking, blowing, mulching and sweeping of leaves. Also includes bagging, loading, transport and disposal of leaves. Includes task preparation, post-task cleanup and storage of equipment, tools and materials.

DESIRED RESULT:

Parks should be relatively free of leaves in high visibility areas and areas around drain inlets. Otherwise leaves should be mulched and recycled back into the grass.

GENERAL TASK PROCEDURE:

- * Unload equipment from vehicle or pickup on-site.
- * Gather leaves with appropriate equipment and dispose of properly.
- * Recycle leaves into turf.
- * Clean and return equipment to storage or transport.

GENERAL FREQUENCY:

As needed.

Able to reduce to 30%.

TIME STANDARD:

Calendar is October through January.

Standard -Variable.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

539 – LITTER & GARBAGE PICKUP

DEFINITION:

Gather litter and garbage by hand, poker, litter-getter, Rac-o-vac or rake, to remove and transport to waste receptacle or collection site. Includes task preparation, post-task cleanup and storage of equipment, tools and materials. Includes time spent to take material to disposal site or transfer station and logged site by site.

DESIRED RESULT:

All park areas should be free of litter and debris to provide an attractive appearance and to reduce potential safety hazards.

GENERAL TASK PROCEDURE:

- * Unload equipment from vehicle or pickup on-site.
- * Gather litter/garbage and dispose of properly in bags, cans or dumpsters.
- * Load containers in vehicles and transport to collection place.
- * Replace liners in trashcans.
- * Disposal of hazardous and infectious materials will be done per safety policy procedures.
- * Disposal of recyclable materials will be handled as appropriate per county/parks policy.
- * Pressure wash and clean garbage cans and containers as needed.
- * Clean and return equipment storage or transport.

GENERAL FREQUENCY:

Major/high use sites	-One time per day, in addition to as needed.
Neighborhood Parks	-Three times per week, in addition to as needed.
Natural area locations	-One time per week, in addition to as needed.
Able to reduce to 75%.	

TIME STANDARD:

Calendar is January through December.

Standard -Variable site by site.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

542 – RESTROOM, SHOWER & BATHHOUSE AREAS

DEFINITION:

Clean, sanitize and maintain comfort stations and bathhouses. Includes task preparation, post-task cleanup and storage of equipment, tools and materials.

Note: This task does not include winterization or dewaterization of the building and plumbing [see task 575].

DESIRED RESULT:

Restrooms and bathhouses should be kept in a clean, safe, sanitary and inviting condition for the personal use of the public.

GENERAL TASK PROCEDURE:

- * Unload equipment from vehicle or pickup on-site.
- * Visually check structures and perform gutter, chase and other maintenance as required.
- * Clean and sanitize commodes, urinals, sinks and other surfaces using proper safety standards.
- * Pick up and dispose of litter.
- * Replenish supplies.
- * Check and replace light bulbs.
- * Check sewer, water and pump systems.
- * Report malfunctions or damage.
- * Clean and return equipment to storage or transport.

GENERAL FREQUENCY:

Daily to twice daily, depending on usage.

Not able to reduce.

TIME STANDARD:

Calendar is seasonal March through October or year-round.

Standard -30 minutes to 1 1/2 hours, depending on size and usage of facility.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

545 – PICNIC & CAMP AREAS

DEFINITION:

Cleaning and maintenance of picnic and camp areas. Includes task preparation, post-task cleanup and storage of equipment, tools and materials.

DESIRED RESULT:

Picnic shelters, tables, campsites, barbecues and pits should be clean, functional and structurally sound. The area should be free of litter and trash receptacles should be conveniently located.

GENERAL TASK PROCEDURE:

- * Unload equipment from vehicle or pick-up on site.
- * Visually check structures and perform gutter and other maintenance as required.
- * Report any damage.
- * Wash picnic tables.
- * Clean ashes and remove from fireplaces, pits and BBQs.
- * Sweep debris from shelters, cabins and campsites.
- * Clean sinks, fire pits, grills and stoves.
- * Check and clear drains.
- * Pickup and dispose of litter and debris.
- * Rake and maintain adjacent areas.
- * Clean and return equipment to storage or transport.

GENERAL FREQUENCY:

Variable, depending on usage.

May 15 through Sept 30, four times per week.

Oct 1 through May 14, One time per week.

Able to reduce to 80%.

TIME STANDARD:

Calendar is January through December.

Standard -45 minutes for regular shelter
 -2 hours for large shelter (Beaver Lake, Kenmore)

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

557 - LANDSCAPE MAINTENANCE

DEFINITION:

Routine care of plant beds, plantings, ornamental trees and shrubs, and prepared turf areas. Includes task preparation, post-task cleanup and storage of equipment, tools and materials.

Note: This task does not include Trail Maintenance [see task 597].

DESIRED RESULT:

Landscaped areas should be free of litter, debris, weeds, spent blooms, unhealthy/dead/damaged plants. Landscape should display vigorous appearance, free of disease or insect infestation. Trees should be free of deadwood or unsafe branching. Landscape should be kept in a safe, attractive condition.

GENERAL TASK PROCEDURE:

- * Unload equipment from vehicle or pickup on-site.
- * Edge, weed and mulch plant beds.
- * Irrigate with appropriate sprinkling systems according to need and demand.
- * Annual/perennial flower planting.
- * Support special site maintenance programs that emphasize landscape and horticultural settings.
- * Pruning to remove dead, diseased and misshapen branches, or for aesthetics.
- * Clean and return equipment to storage or transport.

GENERAL FREQUENCY:

Variable, at least twice a year.
Able to reduce to 50%.

TIME STANDARD:

Calendar is January through December.

Standard -Variable, need unit of measure.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

560 - BRUSHING

DEFINITION:

Clear brush, branches, natural growth [undergrowth, suckers, blackberries, thistles, etc.], fell trees, cut and remove tree limbs, clear fallen trees. Cut back vegetation at viewpoints for both view and safe sight lines. Includes task preparation, post-task cleanup and storage of equipment, tools and materials.

Note: This task does not include Trail Maintenance [see task 597].

DESIRED RESULT:

Park should be relatively free of undergrowth, overgrown brush and tree debris in order to maintain an attractive appearance and to reduce fire hazard and protect the safety of visitors. Viewpoints, vehicular, and high density access areas should have a clear line of sight.

GENERAL TASK PROCEDURE:

- * Assess area to determine the most efficient brush removal procedure.
- * Assess safety needs of job site. Determine escape routes, set up flagging cones, barriers to regulate public access to site. Provide staff to control flagging of work area.
- * Put on appropriate safety gear.
- * Clear brush, or fall trees, cut and remove tree limbs, etc.
- * Adjust, lubricate, sharpen tools and equipment as needed.
- * Cut, gather, shred, chip and dispose of debris.
- * If job is not completed at end of workday, secure site.
- * Removal of noxious weeds.
- * Clean and return equipment and safety gear to storage or transport.

GENERAL FREQUENCY:

As needed or planned.

Storm and weather dependent.

Able to reduce to 50%.

TIME STANDARD:

Calendar is January through December.

Standard -Variable.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

562 – OPEN & CLOSE PARK

DEFINITION:

Activities associated with opening and the safe closing and securing of parks and facilities to the public. Includes task preparation, post-task cleanup and storage of equipment, tools and materials. Closing will/should be done by two people for staff safety.

DESIRED RESULT:

Between the posted hours of park closure and park gate opening, designated parks are to be cleared of park patrons, and gates are to be closed and locked.

GENERAL TASK PROCEDURE:

- * Open the park by visually inspecting the park and unlocking gates and other facilities.??
- * Close the park preferable with at two staff members by clearing the park of visitors and locking the gates and facilities at the end of the day.
- * Post notices on vehicles that are locked in and notify King County Police prior to lock in. If no response by police leave gate(s) open.

GENERAL FREQUENCY:

Daily at designated sites.
Not able to reduce.

TIME STANDARD:

Calendar is January through December.

Standard -March 1 through October 31 - 1/2 hour to 1 hour depending on site.
 -November 1 through February 28 - 1/2 hour per park.

Note Exceptions: Dockton, LB, 5 Mile, Soos Creek Trail, Lake Wilderness, Petrovitsky,
Lake Geneva, Cottage Lake, Pine Lake, Lakewood, Juanita, OO Denny, Big Finn.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

567 - SWIM BEACH & DOCK MAINTENANCE

DEFINITION:

Routine maintenance of beaches, docks, piers and boat launches. Removal of logs and other water carried debris. Includes task preparation, post-task cleanup and storage of equipment, tools and materials.

DESIRED RESULT:

Specific site should be clean, safe, useable and inviting to the public.

GENERAL TASK PROCEDURE:

- * Unload equipment and tools from vehicle or pickup on-site.
- * Wear appropriate safety gear and use safety equipment as the situation warrants.
- * Collect and dispose of litter and debris.
- * Scan shallow water area for glass and sharp objects.
- * Fill holes and drag beach area.
- * Clean and sweep docks, ramps and floats, with special consideration of connections, joints and areas with moving surfaces.
- * Install, inspect and repair float chain system around swimming areas to Aquatics Section specifications.
- * Inspect docks, floats and ramps and correct situations that could cause injury to the public, especially those with bare feet.
- * Inspect and maintain pumps, waste recovery, water alarm and other facility support systems.
- * Ensure that beach limit/float signs are properly placed to keep boat distance from swimming and fishing areas.
- * Ensure appropriate signage is placed in swimming and unguarded areas.
- * Install and remove guard chairs, check rails and swimming ladders.
- * Clean and return equipment to storage or transport.

GENERAL FREQUENCY:

Variable.

Not able to reduce.

TIME STANDARD:

Calendar is January through December.

Standard -Beach — May 1 through September 30
 -Dock — May 1 through September 30
 -Boat Launch — April 10 through September 30

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

575 - SEMI SKILLED CRAFTS WORK

DEFINITION:

Plumbing repair, carpentry, fence repair, building repair and construction, construction and installation of signs, repair and maintenance of asphalt, concrete and gravel surfaces, painting, trail construction, and preparation of surfaces. Includes task preparation, post-task cleanup and storage of equipment, tools and materials.

Note: Special projects will be submitted using the Work Request Form.

DESIRED RESULT:

Through execution of these tasks, buildings, structures and paved areas will be kept in a state of good repair. This activity will assist in forestalling more extensive repair work.

GENERAL TASK PROCEDURE:

- * Unload equipment and tools from vehicle or pickup on-site.
- * Maintain and repair plumbing and water systems. Pump water, clear pipes, replace systems, etc. Includes winterizing of restrooms and other buildings.
- * Repair and replace fences, benches, locks and windows, construct and install signs, etc.
- * Maintain and repair asphalt, concrete and gravel surfaces.
- * Painting and related preparation of surfaces.

GENERAL FREQUENCY:

As needed.

Able to reduce to 80%.

TIME STANDARD:

Calendar is January through December.

Standard -Variable.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

580 - DRAINAGE MAINTENANCE & REPAIR

DEFINITION:

Routine cleaning, maintenance and repair of drainage systems, culverts gutters, catch basins and oil separators. Includes task preparation, post-task cleanup and storage of equipment, tools and materials.

DESIRED RESULT:

Drains, catch basins, culverts, gutters and other drainage features should be kept clear, clean and functional, and in a state of good repair.

GENERAL TASK PROCEDURE:

- * Unload equipment and tools from vehicle or pickup on-site.
- * Inspect, clean and remove debris from basins, gutters and other structures.
- * Clean debris from drainage swales and culverts.
- * Clear grates, filters and other openings of debris.
- * Perform routine inspections of oil separators as mandated by SWM.
- * Repair, replace or report missing or damaged grates, traps and doors.
- * Construct water bars, etc. on natural trails, streambeds, and outlets.
- * Work with other agencies and contractors on drainage matters.
- * Secure areas due to flooding, and in heavy rainfall.

GENERAL FREQUENCY:

Inspections -Minimum of quarterly and corrective maintenance as required.
Not able to reduce.

TIME STANDARD:

Calendar is January through December.

Standard -Variable.

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

594 - PARK INSPECTION

DEFINITION:

The time spent to do regular and on-going park site inspections. To monitor park conditions and provide needed clean up. To ensure safe conditions for park visitors.

DESIRED RESULT:

Undeveloped parks and open space properties will be kept free from safety hazards, garbage and debris, and monitored to discourage intrusion by vandals, campers, wood and brush cutters, etc.

GENERAL TASK PROCEDURE:

- * Inspection for litter, dumping and debris.
- * This task is performed by maintenance personnel on a regular and on-going basis.
- * Inspection for hazardous trees, slides and erosion.
- * Inspection for and work to discourage unauthorized trails and other park intrusions.
- * Monitor property lines to protect adjacent properties, from park caused/related problems.
- * Log problems - secure any additional work through work requests.
- * Keep and maintain records.

GENERAL FREQUENCY:

Once a week

Not able to reduce.

TIME STANDARD:

Standard -Variable

EXHIBIT C

DESCRIPTION OF BASE LEVEL MAINTENANCE SERVICES

SUPPORT MAINTENANCE TASK CODE NUMBERS

- 901 CARPENTRY
- 903 FABRICATION & ASSEMBLY
- 904 ELECTRICAL
- 907 PLUMBING
- 908 IRRIGATION
- 911 PAINTING
- 914 PESTICIDE APPLICATION
- 917 TURF MAINTENANCE
- 918 LANDSCAPE MAINTENANCE
- 921 EQUIPMENT OPERATION
- 924 HAULING / TRANSPORTING
- 930 REFUSE COLLECTION

EXHIBIT D

**PARK MAINTENANCE PLAN
(2 pages)**

NOT AVAILABLE ELECTRONICALLY

05/27/00

PARK MAINTENANCE & BUILDING CLEANING PLAN [PMP]
 [Planned Hours by Location, Grouped by District]

DISTRICT: Maint NORTHEAST

MAINTENANCE

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Kenmore Park & Recreation Office [213]													Planned Hours: 1258
501 CHEMICAL APPLICATION				6	6	6	6	6	6				36
504 TRIMMING, EDGING & MOWING			18	15	15	12	12	17	7	7			103
526 PLAYAREA INSPECTION/REPAIR	3	3	3	3	3	3	3	3	3	3	3	3	36
532 PAVEMENT CLEANING	4	4	3	3	3	3	4	4	4	6	6	4	48
536 LEAF GATHERING		16								8	24		48
539 LITTER/GARBAGE PICKUP	4	4	4	6	9	9	13	20	13	4	4	4	94
542 RESTROOMS/SHOWER AREAS			23	23	23	23	23	23	23	23			184
545 PICNIC/CAMP AREAS	3	3	7	15	15	15	15	15	15	3	3	3	112
557 LANDSCAPE MAINTENANCE	22	30	41	41	55	55	41	41	41	41	29	26	463
560 BRUSHING	6	7									7	6	26
562 OPEN/CLOSE PARK	9	9	9	9	9	9	9	9	9	9	9	9	108
Linwood Park [215]													Planned Hours: 118
504 TRIMMING, EDGING & MOWING			3	4	4	4	4	4	4	4			31
526 PLAYAREA INSPECTION/REPAIR	3	3	3	3	3	3	3	3	3	3	3	3	36
539 LITTER/GARBAGE PICKUP	2	2	2	2	2	2	2	2	2	2	2	2	24
560 BRUSHING		3											3
594 PARK INSPECTION	2	2	2	2	2	2	2	2	2	2	2	2	24
Moorlands Park [216]													Planned Hours: 48
594 PARK INSPECTION	4	4	4	4	4	4	4	4	4	4	4	4	48
Tracy Owen Station [231]													Planned Hours: 683
504 TRIMMING, EDGING & MOWING			8	10	9	10	7	4	4	3			55
526 PLAYAREA INSPECTION/REPAIR	3	3	3	3	3	3	3	3	3	3	3	3	36
532 PAVEMENT CLEANING	3	3	3	3	3	3	3	3	3	3	3	3	36
536 LEAF GATHERING	9									3	3	9	24
539 LITTER/GARBAGE PICKUP	4	4	4	4	16	16	16	16	8	4	4	4	100
542 RESTROOMS/SHOWER AREAS	23	23	23	23	23	23	23	23	23	23	23	23	276
557 LANDSCAPE MAINTENANCE	6	6				4	4	4	4	6	6		40
560 BRUSHING	3	7									3	3	16
562 OPEN/CLOSE PARK	6	6	6	6	6	6	6	6	6	6	6	6	72
567 SWIM BEACH AND DOCK	1	1	1	1	1	1	1	1	1	1	1	1	12
580 DRAINAGE MAINT/REPAIR	2	2		2		2		2		2	2	2	12
Wallace Swamp Creek Park [233]													Planned Hours: 120
504 TRIMMING, EDGING & MOWING			3	4	4	4	4	4	4	3			30
532 PAVEMENT CLEANING	2	3	3	2	2	3	3	3	3	3	3	2	30
539 LITTER/GARBAGE PICKUP	1	1	2	2	2	2	2	2	2	2	1	1	20

05/27/00

PARK MAINTENANCE & BUILDING CLEANING PLAN [PMP]
[Planned Hours by Location, Grouped by District]

DISTRICT: Maint NORTHEAST

MAINTENANCE

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
560 BRUSHING	4	4									4	2	14
575 SEMI SKILLED CRAFTS WORK	2	2	2	2	2	2	2	2	2	2	2	2	24
580 DRAINAGE MAINT/REPAIR	1	1	1		1		1			1	1	1	8

DISTRICT: Maint NORTHEAST TOTAL: 2235

MAINTENANCE TOTAL: 2235

MAINTENANCE PLAN TOTAL: 2235

**Interlocal Agreement
Between King County and the City of Kenmore
Relating to the Transfer of Fee-in-Lieu Funds**

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Kenmore, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

I. PREAMBLE

King County and the City of Kenmore are mutually desirous of allowing the recently incorporated City of Kenmore complete responsibility for future acquisition and development of local park sites in the City of Kenmore. The County desires to transfer fee-in-lieu funds to the City of Kenmore for the creation and enhancement of local parks, open spaces and recreational facilities. This agreement is made pursuant to RCW 39.34, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

II. COUNTY RESPONSIBILITIES

1. Within sixty (60) days of the execution of this agreement by the parties, King County agrees to transfer to the City of Kenmore \$106,221 in fee-in-lieu funds.
2. The County further agrees to transfer to the City any future fee-in-lieu funds collected on behalf of the City of Kenmore within sixty (60) days of the date that these funds are appropriated by the King County Council.
3. The parties acknowledge that the available funds will not be sufficient to complete the full scope of projects envisioned for the City. No additional funds are committed to the City, and the parties acknowledge that this transfer of fee-in-lieu funds constitutes the entire and complete amount which the County will provide to the City.
4. For the purposes of this agreement, the County is merely transferring fee-in-lieu funds to the City and as such, no tort liability whatsoever shall attach to the County arising from County funding within this agreement, nor from the City's purchase, construction, maintenance, operation, use, or design of the properties for which this funding is used.

III. CITY RESPONSIBILITIES

1. As consideration for the funds paid by the County, the City shall proceed with the acquisition, planning and development of parks, open space and recreational facilities in the City of Kenmore which shall be open and fully available for use by the general public, not merely for City of Kenmore residents.
2. As further consideration, the City shall assume responsibility for all operations and maintenance of any future acquisitions or development resulting from the transfer of funds provided under this agreement.
3. As further consideration, the City covenants that any and all properties it develops, directly or indirectly acquires, or purchases utilizing funds provided under this agreement shall be used in perpetuity for parks, recreation, and/or open space purposes only, unless the City makes an exchange of parks, recreation, and/or open space properties of equal or greater value. Any properties acquired in such an exchange must also be used in perpetuity for parks, recreation, and/or open space purposes.
4. As further consideration, the City covenants that any and all user fees for properties developed, directly or indirectly acquired, or purchased utilizing funds provided under this agreement shall be the same for non-residents as for residents of the City [unless the City has imposed a tax or other specifically dedicated revenue source to fund recreational programs and such different fees provide for equitable contributions to be made by City and non-City residents.] This provision shall apply to all use fees, including, but not limited to charges imposed by lessees, concessionaires, groups, individuals, and any assignees.
5. As further consideration, the City shall be responsible for following all applicable Federal, State and local laws in administration of these funds, and assure that their procedures are consistent with laws relating to public contract bidding procedures, nondiscrimination and fair employment rules and regulations. The County neither incurs nor assumes any responsibility for the City's bid, award or construction process.

IV. DURATION

This Agreement shall be effective upon signature by both parties, and shall continue in force unless both parties mutually consent in writing to its termination. However, in accordance with RCW 82.02.020, payments in lieu of a dedication of land which the City does not expend within five (5) years of when the fees were collected may be subject to refund to the current owner of property on which the payments were made. The years of payment associated with the fee-in-lieu funds which the County is transferring to the City are contained in Exhibit A, by this reference made a part hereof.

V. INDEMNIFICATION

The City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees, elected officials, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, attorney's fees and/or costs of any kind whatsoever, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees, agents, and/or subcontractors, in connection or related in any way to the use of the fee-in-lieu funds. The City's obligations under this section shall include, but not be limited to the duty to: (i) promptly accept tender of defense and provide defense to the County at the City's own expense, and, (ii) the duty to indemnify and defend the County from any claim, demand, and/or cause of action brought by or on behalf of any of the City's officials, employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with full and complete indemnity and defense of claims made by the City's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

VI. AUDITS AND INSPECTIONS

All non-privileged records related to the matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense until three (3) years after the City makes final expenditure of all County provided funds. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. This provision does not require release or inspection of privileged documents, including documents covered by the attorney-client, or attorney work product privileges.

VII. WAIVER AND AMENDMENTS

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.

VIII. DEFAULT

In the event that the City violates any of the conditions of this Agreement, the County shall be entitled to a full and complete refund of all funds paid to the City under this agreement. Further, the City shall be fully responsible and must indemnify and reimburse the County for any and all costs and expenses related to the City's default, including but not limited to attorney and other legal fees. Time is of the essence in this agreement.

IX. ENTIRE AGREEMENT AND MODIFICATIONS

This Interlocal Agreement and its Exhibit set forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

X. ASSIGNABILITY

The City shall not assign any of its rights under this contract without the prior written consent of King County.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County



King County Executive

Py...

Date

Approved as to Form

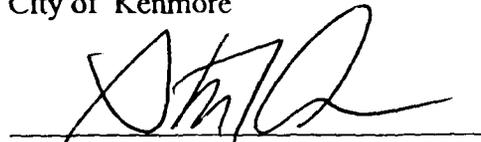
Howard P. Schmidt

King County *USBA #19252*
Deputy Prosecuting Attorney

March 12, 2001

Date

City of Kenmore



City Manager

December 11, 2000

Date

Approved as to Form

Mike Kenyon

City Attorney

December 11, 2000

Date

EXHIBIT "A"
 FEE-IN-LIEU FUNDS
 CITY OF KENMORE

	Arrowhead Elementary	Kenmore Elementary	Moorlands Elementary	Northshore School District	Total
1996 Payments	26,740				26,740
1997 Payments					-
1998 Payments		2,100	53,216	9,750	65,066
1999 Payments				10,884	10,884
2000 Payments				12,125	12,125
Total receipts	26,740	2,100	53,216	32,759	114,815
Expenditures			(8,594)		(8,594)
Balance	26,740	2,100	44,622	32,759	106,221
<p>Note: The County appropriated fee-in-lieu payments collected prior to June 1998 based on elementary school districts. Payments made since that time have been appropriated to school district service areas. The payments shown under the Northshore School District column were made inside the City of Kenmore.</p>					

ASSIGNMENT OF INTERLOCAL AGREEMENT AND CONSENT TO ASSIGNMENT

ASSIGNMENT: FOR VALUE RECEIVED, and by mutual agreement, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, (the "ASSIGNOR"), hereby assigns its June 13th 1994 Interlocal Agreement with NORTSHORE SCHOOL DISTRICT NO. 417, a municipal corporation of the State of Washington, (the "DISTRICT"), for the cooperative use, maintenance and development of Moorlands Park, to the CITY OF Kenmore, a political subdivision of the State of Washington, (the "ASSIGNEE"). As consideration for this Assignment and for the Consent of the DISTRICT, the ASSIGNEE hereby fully assumes and agrees to perform and be bound by any and all covenants, conditions, terms, stipulations, duties, and agreements contained in the June 13th 1994 Interlocal Agreement. As further consideration, the ASSIGNEE hereby agrees to fully defend, indemnify, and hold harmless the ASSIGNOR for any and all liabilities, costs, and attorney fees whatsoever, associated with, or arising from the June 13th 1994 Interlocal Agreement, and/or any use of Moorlands Park.

CONSENT TO ASSIGNMENT: The DISTRICT hereby fully consents to this Assignment of the June 13th 1994 Interlocal Agreement from the ASSIGNOR to the ASSIGNEE. The DISTRICT hereby fully releases the ASSIGNOR from any and all covenants, conditions, terms, stipulations, duties, and agreements contained in the June 13th 1994 Interlocal Agreement, and from any liability arising out of said Interlocal Agreement, and/or the use of Moorlands Park.

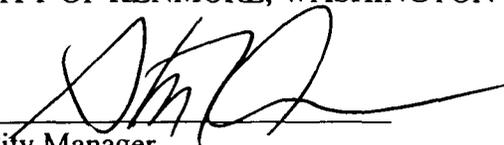
IN WITNESS WHEREOF, the parties have executed this Assignment and Consent of Assignment.

ASSIGNOR:
KING COUNTY, WASHINGTON

ASSIGNEE:
CITY OF KENMORE, WASHINGTON



King County Parks Director



City Manager

3/19/01

Date

December 11, 2000

Date

APR 1 2001
Department of Parks
and Recreation

Approved as to Form:

Howard R. ...
King County WSPA #19252
Deputy Prosecuting Attorney

March 12, 2001
Date

DISTRICT:
NORTHSHORE SCHOOL DISTRICT NO. 417

Karen G. Farup
Superintendent

April 4, 2001
Date

Approved as to Form:

Mike King
City Attorney

December 11, 2000
Date

INTERLOCAL AGREEMENT
FOR THE COOPERATIVE USE, MAINTENANCE AND DEVELOPMENT OF
MOORLANDS PARK

THIS AGREEMENT is made on this 13 day June of 1994, by NORTHSHORE SCHOOL DISTRICT NO. 417 ["District"] and KING COUNTY ["County"], collectively referred to in this Agreement as "Parties" or "Parties to the Agreement."

RECITALS

1. The District owns certain real property known as Moorlands Elementary School which is located adjacent to the County's Moorlands Park.
2. The County owns certain real property known as Moorlands Park where the District has expressed an interest to make certain improvements to, use and maintain the park, including the baseball field and backstop, and to manage the site for public parks and recreation and school purposes.
3. The District and the County have determined that the public interest would be best served with the least expenditure of public funds by a two party agreement authorizing the District to make improvements to the field facilities and assume responsibility to schedule the use of and maintain the property for public parks and recreation and school purposes.
4. The District and the County therefore enter into this three part agreement; Part I General Terms, Part II Execution of Improvements and Part III Use of Improvements.
5. It is the hope and intent of the parties to the agreement to renegotiate and extend the term of this agreement upon the conclusion of the initial 10 year term.

GENERAL TERMS

6. **AUTHORITY.** This Agreement is entered pursuant to Washington Statute Chapter 39.34 RCW (Interlocal Cooperation Act).
7. **TIME PERIOD.** The term of this Agreement is ten (10) years. The Agreement shall be renewed automatically for succeeding periods of five (5) years each. Either Party may decline to renew or further renew by so notifying the other Party in writing. Such notices must be delivered to the other Party no less than eighteen (18) months before the date of the expiration of the agreement.
8. **OWNERSHIP.** The real property and fixtures shall remain the property of County. Any personal property stored on the property (e.g., lawn mowers) will remain the property of the Party which supplied it.
9. **GENERAL MAINTENANCE.** The District will perform all routine and special maintenance, repairs, field preparations and cleanup necessary for the public's and school use of the Moorland Park property. Disputes concerning maintenance and

repair work shall be resolved through the Dispute Resolution process described Section 22. infra.

10. ALTERATIONS TO PROPERTY. Written permission to make alterations to the park must be requested and obtained in advance from the Parks Division. This includes improvement projects performed by volunteers using donated materials.

11. USE OF LOUDSPEAKERS. Permission to use loudspeakers, or amplification or hold group assemblies must be obtained in advance from the Parks Division.

12. INDEMNIFICATION. Both Parties to the Agreement agree in the case of all third party claims, actions or causes of actions of whatsoever kind or nature made or asserted against either or all of them and arising out of the improvements, use of operation of the property, each will be liable to the other only to the extent of each Party's fault or causation and shall indemnify the other for such amount. As to all such third party claims, actions or causes of action which are a consequence of the sole fault, negligence or causation of a party to this agreement, such Party shall have the duty to defend, save and hold harmless, and upon failure to do so shall pay reasonable fees, costs and expenses incurred by the other parties to this agreement in defense of any such third party claims or actions.

13. HAZARDOUS SUBSTANCES. The District shall not, without first obtaining the County's prior written approval, generate, release, spill, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances, hazardous materials, toxic substances or any pollutants or substances defined as hazardous or toxic in accordance with applicable federal, state, and local laws and regulations in any reportable quantities ("Hazardous Substances") in, on or about the Facility. In the event, and only in the event, the County approves such Release of Hazardous Substances on the Facility, the District agrees that such Release shall occur safely and in compliance with all applicable federal, state, and local laws and regulations. The District shall indemnify, hold harmless and defend the County from any and all claims, liabilities, losses, damages, cleanup costs, response costs, and expenses, including reasonable attorney's fees arising out of or in any way related to the Release by the District, or any of its agents, representatives, or employees or the presence of such Hazardous Substances in, on or about the Facility occurring at any time after the Commencement Date to the full extent of the District's liability therefore.

14. ASSIGNMENT. The District will not assign or sublet its rights or responsibilities under this Agreement without the written authorization of the County.

15. SEVERABILITY. If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected but continue in full force.

16. TERMINATION. Pursuant to the terms and conditions of this agreement, this agreement may be terminated upon written mutual agreement between the parties hereto. Either party may terminate the agreement unilaterally after giving one year prior written notice to the other party.

17. **INTEGRATION.** This writing contains all terms of this Agreement. It replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each Party's representative.

EXECUTION OF IMPROVEMENTS

18. **FINANCING OF IMPROVEMENTS:** Improvements may be constructed by either Party. For each such improvement the Parties shall agree on which Party shall be responsible for costs. The District shall be responsible for all costs related to maintenance and repairs made to the property.

The County shall have the right to review and approve the District's improvement proposals prior to submission of the proposal for competitive construction bids; which approval shall not be unreasonably withheld. For improvements contemplated by the County, the County shall consult with the District. All improvements shall serve public parks and recreation purposes, and may also serve school purposes.

19. **CONSTRUCTION OF IMPROVEMENTS:**

A. Supervision and Compliance: The Party responsible for constructing improvements shall perform the duties of the "Owner" as defined in the contract documents and specifications. In the construction of the improvements to the property, the Party responsible for construction shall comply with all applicable laws, statutes, rules, regulations and ordinances applicable to the Parties to the agreement, including, without limitation, all necessary governmental permits and approvals.

B. License to Enter Property: The County agrees to grant to the District such licenses to enter upon its real property as may be necessary for the exercise of the rights and obligations set forth herein and for the implementation of the Facility.

USE OF FIELD

20. **PRIORITIES OF USE.**

20.1 It is understood the park shall remain open and available to the public for recreational purposes at all times, during normal park hours from dawn to dusk. The athletic field shall be available for scheduled reserved use described in 20.2, 20.3 and 20.4, Infra.

20.2 During the regular school term and usual hours of operation when students are on site, weekdays from approximately August 25 to June 15, except school holidays, the District shall have first priority for scheduled use of the athletic field. Use by the District shall consist of the District's students, personnel and guests at school sponsored activities within the time reserved for the District.

20.3 Kenmore Little League shall receive first priority for scheduled use of the ballfield after the school day and weekends, during Little League season.

At all other times priorities shall be: the County, the District, other scheduled users and finally unscheduled users. Such use and user groups shall be controlled by the District.

20.4 The Parties agree that all uses scheduled or permitted by either of them shall be reasonably appropriate.

21. DISPUTE RESOLUTION MEETINGS. The Parties' representatives shall meet as necessary to discuss any issues either wishes to raise concerning use, maintenance and repair, including, but not limited to, allocation of responsibility and quality of past performance.

22. USER FEES. The District shall not assess fees for the use of property without prior written approval of King County Parks Division.

NORTHSHORE SCHOOL DISTRICT

KING COUNTY

By: Karen A. Forsys
Karen A. Forsys
Title: Superintendent
Date: 12/6/94

By: Gary Locke
Gary Locke
Title: Executive
Date: 6/13/95

APPROVED FOR ENTRY

By: Linda Dougherty
Linda Dougherty
Title: Manager, Parks Division
Date: 12/9/94

APPROVED AS TO FORM:

By: [Signature]
Title: DPA
Date: 5-18-95

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Kenmore, Washington, a noncharter optional municipal code city referred to as "the City", and **Total Landscape Corporation**, hereinafter referred to as "the Contractor", whose principal office is located at **6013 238th St SE, Woodinville, WA 98072.**

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

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

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

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$49,469.78.**

3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.

4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **July 1, 2001** and renewing annually.

5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

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

7. Insurance.

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

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

8. Record Keeping and Reporting.

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

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

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

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

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

presence of any sensory, mental or physical handicap.

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

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

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

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

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

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

DATED this 23rd day of April 2001.

CITY OF KENMORE:

BY: [Signature]

Title: City Manager

CONTRACTOR:

By: [Signature]

Title: President

Attest/Authenticated:

Address: _____

[Signature]
City Clerk

Approved as to Form:

Office of the City Attorney

[Signature]
City Attorney, Michael R. Kenyon

Filed with City Clerk: 4/17/01
Approved by the City Council: 4/23/01
No. 01-C121

Exhibit A

Scope of Services to be Provided by Contractor. The Contractor shall furnish parks landscaping and maintenance services to the following parks in the City of Kenmore. The general specifications for landscape and maintenance services at these four parks are detailed in this Exhibit A. The frequency of services for each park is listed in Exhibit B of the agreement.

- A. The Contractor shall furnish all labor, tools, equipment, materials, supplies, supervision, transportation, and other items necessary for the complete maintenance and landscaping, in accordance with the provisions herein, of the following parks within the City of Kenmore.
- 1) **Kenmore Park** at 6910 NE 170 St
 - 2) **Linwood Park** at NE 193 St & 55 Ave NE. Entrance off of NE 193 St
 - 3) **Tracy Owens Station** at NE 175 St & 61 Ave NE
 - 4) **Wallace Swamp Creek Park** 19600 73 Ave NE.
- B. The Contractor shall submit the following forms to the City as specified:
- **Herbicide/Fertilizer Application form** in Exhibit C shall be completed and submitted to the City within two weeks of contract start date. The City of Kenmore will review and notify the Contractor if schedule is approved.
 - **Irrigation System Repair Status form** in Exhibit D shall be completed and submitted to the City within two weeks of contract start date. The City of Kenmore will review and notify the Contractor if schedule is approved.
 - **Proposed Watering Schedule form** in Exhibit E shall be completed and submitted to the City within two weeks of contract start date. The City of Kenmore will review and notify the Contractor if schedule is approved.
 - **Discretionary Work Request Form** in Exhibit F shall be completed and submitted to the City as needed to propose additional parks landscaping and maintenance work that is in addition to the services contained in this agreement. Additional work to be completed by the Contractor must be approved by the City prior to Contractor beginning work.
 - **Annual Work Program** The Contractor shall submit an annual work program which includes the days of the week and approximate times that the Contractor will be providing services at each park. Such work program shall be submitted to the City within two weeks of Contract start date.
- C. The Contractor shall replace at, Contractor's own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through the negligence resulting from Contractor's failure to provide maintenance in accordance with the provision herein. All plant materials replaced or provided by the Contractor shall be warranted by the Contractor to be of good quality, healthy, and disease-free for one year from the date of planting. Contractor shall replace all poor quality and/or unhealthy plant materials for no charge.

- D. Contractor's operations and activities pursuant shall be under the control and supervision of the City's Public Works Superintendent or his designated representative.
- E. The City will make monthly inspections of the services performed by the Contractor at each park using monthly parks maintenance checklists in Exhibit B. The Contractor or designee shall attend such monthly inspections. Inspection times will be set up to accommodate both parties' schedules. If performance deficiencies are found, they will be noted on the checklist and the City may withhold payment for those services until the deficiencies are corrected.
- F. The Contractor shall submit for City approval an annual work program for each park including days, times and tasks to be performed each year. This annual work program shall include a weekly work schedule such that, to the extent possible, work at a specific park shall be performed on the same day each week. In no case shall such work at a specific park be performed more than 48 hours after the regularly scheduled day without notification to and consent of the City.
- G. If additional work or service is desired by either the City or the Contractor, a Discretionary Work Request Form as found in Exhibit F shall be used. The additional work or services requested should be specified by the City and the Contractor shall provide a quote on the cost of providing such additional work or services. Written approval by the City must be obtained prior to the start to any additional work.

The general description of the landscaping and maintenance services to be provided at the parks are as follows. Specific work descriptions and applicability to each park are found in at the end of Exhibit A.

I. Plant Materials, Bed Areas, Tree Wells

The Contractor shall maintain all trees, shrubs, and groundcover of the parks in a healthy, growing condition, by performing the following operations and other work specified for each park.

- a) **Pruning.** Pruning of trees, shrubs, and hedges shall be done as follows and all pruning must be done under the supervision of a certified arborist.
 - 1. Trees, shrubs, and hedges, should be shaped, trimmed, or sheared to maintain desired shape and function, and to keep a neat trim appearance.
 - 2. The lower branches of trees should be raised above head height wherever they overhang walks or paths. Singular branches, which are hanging below the overall tree canopy and are an impediment to pedestrian traffic or maintenance activities should be pruned back to the first lateral. Pruning over 12 feet is not part of the scope of services and will be handled by use of a Discretionary Work Request Form. Unless specifically called for in the bid request for a specific site.

Trees which require minor clearance pruning shall be pruned to the closest lateral or, if such pruning will result in stubbing the branch, prune branch to tree collar.

3. Ornamental trees. Ornamental trees shall not be pruned except to remove singular broken branches or perform minor clearance pruning. Exception – by City direction only.

Ornamental trees without tree wells are to be grass free 12-18 inches from the tree base.

The Contractor shall be responsible for notifying the City representative of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestation.

The Contractor shall cut back shrubs and ground cover to prevent encroachment into shrubs, trees, buildings, retaining walls, fences, and utility vaults. They shall be trimmed at the edge of hard surfaces (sidewalks and curbs) and bed areas. Damage caused by the Contractor's negligence in performing this function shall be the Contractor's responsibility to repair/rectify to the City's satisfaction.

4. The Contractor shall remove suckers, and other undesirable growth on trees and shrubs.
5. Naturalized bulbs in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back once die-back is apparent.
6. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

b) Weed/Disease/Pest Control

1. Trees, shrub, and groundcover areas shall be kept free of weeds. Bed areas shall be kept in weed free condition.
2. Weeding may be done by mechanical and/or chemical means. Tree wells shall be kept free of weeds. The City reserves the right to limit the use of specific herbicides and/or applications of said herbicides. Casoron shall be used only with the approval of the Public Works Superintendent or designee and only in very limited areas. All spraying shall be done in compliance with all federal, state, and local laws and regulations. No chemicals are to be used in Wallace Swamp Creek Park.

Any damage to desirable plant material due to Contractor negligence or misuse of pesticides or herbicides will be remedied by the Contractor at their expense, in a timely manner. Where irrigation (water) is available, this will include negligence

in failing to providing adequate water supply for healthy plant growth and nourishment.

3. The Contractor shall be responsible for minor pest control up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications shall be contracted to commercial applicators. Contractor is responsible to notify the City of any such condition.
4. The Contractor may need to remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety after obtaining the written approval of the City. This will be done at the expense of the City unless plant death or damage was due to Contractor's negligence in which case the replacement will be at Contractor's expense.
5. Plant materials supplied by the Contractor to the City shall be of first quality condition and shall be warranted by the Contractor for one year.

c) Irrigation

The Contractor shall maintain and operate the site's irrigation system in accordance with contract specifications with special emphasis on monitoring for:

1. Appropriate watering schedule and volume to maintain proper moisture content for healthy plant growth.
2. System malfunctions, damaged parts or leaks and appropriate response.
3. Follow-up Discretionary Work Requests, if needed, to correct system problems in a timely fashion.

II. Lawn Care

The Contractor shall maintain all lawns at the sites covered by this agreement in a healthy, growing condition by performing the following operations and other work specified for each site:

- a) Aerate Turf. Lawn areas if specified shall be aerated each year and overseeded in accordance with the scope of work for each park.
- b) Edging. All lawn edges shall be trimmed after each mowing. This edging includes cutting grass along walls, fences, foundations, curbs, sidewalks, paths, shrubs, tree trunks, poles, or any other object or structure within or bordering the lawn areas. More or less frequent edging may be designated by the City in individual park's scope of work.

Edging shall be done by powered edging equipment. Exception – City direction only.

c) Fertilizing/Herbicides

1. Lawn area shall be fertilized in accordance with the scope of work for each park. Fertilizer applications shall be spread evenly throughout the year to provide a top quality turf. The use of herbicides, if called out in the specific site's annual work program or if mutually agreed to by the two parties, shall be done in accordance with all local, state and federal statutes
 2. Lawn areas should be watered immediately after fertilization if possible to prevent burning of grass. Burning of grass due to improper fertilization work on lawn areas shall be considered property damage and shall be corrected by the Contractor at Contractor's sole expense and to the satisfaction of the City
 3. The City reserves the right to adjust the contract prices if less fertilization is required.
- d) Mowing: Lawn areas shall be mowed in accordance with the scope for each park so as to maintain a neat, trim appearance. The Contractor shall remove all paper, rubbish, or debris from each lawn area prior to mowing. Mowing shall be done during the growing season, from March through October. Mowing from November 1 to February shall be at the discretion of the City.

Fine mowing means the grass should be mowed to a uniform height of 1 1/2 – 2 inches. Rough mowing means the turf should be mowed to a height of 4-6 inches. Grass clippings shall be picked up and removed from the site after each mowing if mowing or equipment use results in clumping.

- e) Watering
1. Lawn areas shall be deeply watered as required by weather conditions to provide adequate moisture for optimum growth. Watering is only necessary at the parks that have irrigation systems. The parks that currently have irrigation systems are Kenmore Park and Tracy Owens Station
 2. Watering shall be done at night or in the early morning and shall be controlled to prevent excessive run-off, ponding and over-watering.
- f) Weed/Pest Control
1. The Contractor shall be responsible for the selection and use of insecticides, fungicides, herbicides, and rodenticides, and for the specific applications for which the same may be used. Any property damage resulting from the use of such pesticides shall be the responsibility of the Contractor.
 2. Lawn areas shall be kept free of weeds. Weeding may be done by the use of selective weed killers or pre-emergent sprays.
 3. If poison baits are used for the control of moles, ground squirrels, rodents and gophers, such baits shall be placed so as not to create a hazard to persons or pets. All poison baits will require authorization of the City.

III. Hard Surfaces

The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

Undesired vegetation in sidewalks, curbs and other hard surfaces shall receive an approved herbicide application and be removed. In no case shall any pre or post emergent herbicides with residual characteristics (i.e. Casoron) be used in these areas.

IV. Irrigation Systems

Irrigation systems are at Kenmore Park and Tracy Owens Station.

- a) Irrigation system start up and check. Once in the spring, pressurize the system; check for leaks, broken heads, and other necessary repairs. The Contractor shall complete an Irrigation System Status Report for each park that has an irrigation system at the time start up and check is done, indicating the status and repair requirements of the irrigation system. The City, at its discretion, may make necessary repairs or agree to compensate the Contractor for such repairs by use of the Discretionary Work Request Form. Except for system start up and Winterization, the Contractor shall make every effort to repair system within 48 hours. In no case shall a defective leaking system be permitted to operate. It is permissible to temporarily isolate the defect.

The Contractor shall submit a Proposed Watering Schedule. The City will review and notify the Contractor if the schedule is approved.

The irrigation system controller shall be set to operate the system in accordance with the approved watering schedule. Automatic systems shall be programmed to operate only between 11:00 pm and 5:00 am. Manually operated systems shall be operated only while Contractor is on site. Changes in the watering schedule due to plant material needs (i.e. weather conditions) shall be reported to the City by the Contractor in writing within 48 hours of such changes.

Station operation time shall be limited to 15 minutes for spray heads and 20 minutes for impact/stream heads. More than one start time per night is permissible. Exception - by the City of Kenmore authorization only.

A two-minute test of each station shall be conducted twice a month with the test date indicated on the Herbicide/Fertilizer application Log. Contractor may be required to regulate water management with frequent monitoring and controller adjustments.

Contractor will not be held responsible for water supply related problems, including but not limited to voluntary or mandatory water conservation, unanticipated water supply interruption, or causes beyond the control of the Contractor or City. Where water supply in not a problem, the Contractor shall be held responsible and liable for damage to plant materials due to the lack of moisture.

- b) Winterization. Irrigation system Winterization includes the following:
1. Shut off water supply at main valve.
 2. Drain double-check valve.
 3. Connect compressor at quick coupler and blow water out of lateral lines.
 4. Deliver all batteries to the City representative

KENMORE PARK

6917 NE 170 St

Plants, Bed Areas, Tree Wells:

1. Fertilize Shrubs & Beds. The shrubs and plant beds throughout the park should be fertilized once a year.
2. Pruning – Trees/Shrubs. The shrubs and trees around the walkways and parking lot should be trimmed as needed. A minimum of eight (8) feet of vertical clearance must be maintained and a minimum of one (1) foot of horizontal clearance must be maintained. Deadheading of the rhododendrons will not be required by the Contractor.
3. Weeding – (Tree wells, beds). The trees wells and beds must be weeded 28 times a year and kept free of weeds in beds 1, 2, 3, 4, 5, 6, and 7. All other bed areas should be kept clear of debris and brush.
4. Post-emergent. A pre-approved post-emergent shall be used on all bed areas 8 times a year.
5. Ground cover trimming. All ground cover should be trimmed back in beds, walkways shall be kept free of ground cover. All ivy in beds around shelter shall be kept trimmed back.

Lawn Care:

6. Aerate Turf. The fine mowing areas should be aerated once a year.
7. Edging. Edging should be done every other week during the growing season (March-October). All asphalt and concrete surfaces must be edged including all walkways
8. Fertilize Turf. The fine mowing area should be fertilized once per year. The City has the discretion to do less or more than 1 fertilizing a year.
9. Mowing-fine. The fine mowing area should be mowed to a height of 1 ½ to 2 inches every week during the growing season. Fine mowing areas are turf area 1, 2, 3, 4, 5, and 6.
10. Mowing – rough. Rough mowing areas shall be mowed to a height of 2 to 4 inches. Rough – mow areas include areas 7 and 9 including along trails.
11. Line trimming. Line trimming shall be done along all walkways and paths where necessary

Hard Surfaces

12. Blower (litter free). All pathways and the picnic shelter shall be blown free of debris on a weekly basis.
13. Weed removal. All asphalt walkways shall be kept free of weeds, a pre approved post- emergent may be used.

Irrigation System

14. Start up and check. The system shall be started and checked in spring and shall be in accordance with the terms of the contract specifications.
15. Winterization. Winterization of the irrigation system should occur in the fall and shall be in accordance with the terms of the contract specifications.
16. Operation. Operation shall be done in accordance with the terms of the contract specifications. In case of problems, the Contractor should take whatever immediate

actions are necessary and reasonable to prevent further damage or water loss, and should submit a discretionary work request form describing the problem.

Other:

17. Empty Garbage cans & replace liner. The Contractor shall empty the garbage cans and replace the liners in each can, if needed. The liners shall be supplied by the Contractor.
18. Leaf/Wind Fall Removal. The Contractor shall provide leaf/wind fall removal services as needed.
19. Litter Control. Pick up and remove all garbage/litter from the entire park area and parking lot.
20. Play Equipment Area cleaning and Check. The play equipment area shall be cleaned and raked. The play equipment shall be checked for safety. If a safety problem is found, that play item should be taken out of use, a sign should be put up notifying potential users of the problem and the City should be notified immediately of the problem.
21. Park Safety Condition Check. The Contractor shall do a safety check on the overall condition of the park. The benches, picnic tables, restrooms, pathways, and shelter should all be checked. If a safety problem is found that item should be taken out of use, a sign shall be put up notifying potential users of the problem and the City should be notified immediately of the problem.
22. Restrooms/Shower Area. Daily clean-up from March through November. Replace toilet paper, towels and soap which is to be supplied by the Contractor. Disinfect, hose out the restroom building. From Mid-December to mid February, the restroom shall be closed. Cleaning shall be performed in accordance with all applicable local, state and federal statutes and standards.
23. Picnic/Camp area. Picnic and Shelter area shall be cleaned weekly. All leaves and litter must be cleaned from shelter area. Inspection of picnic tables and shelter shall be done weekly, any problems shall be reported to the City immediately.

LINWOOD PARK

NE 193 St & 55 Ave NE. Entrance off of NE 193 St

Plants, Bed Areas, Tree Wells:

1. Pruning – Trees/Shrubs – Low branches of trees along the east and west side of the park shall be raised and pruned up as necessary. Trees should have a neat appearance.

Lawn Care:

2. Aerate Turf. The fine mowing area should be aerated once a year.
3. Fertilize Turf. The fine mowing area should be fertilized once a year with a pre-approved fertilizer mix.
4. Mowing-Fine. The fine mowing area should be mowed to height of 1 ½ to 2 inches every week during the growing season (March-October). The fine mowing area includes the entire turf area of the park

5. Line trimming. The entire fence line on the east side of the park should be line trimmed and have a neat appearance.

Other:

6. Empty Garbage Cans & Replace Liner. The Contractor shall empty garbage cans and replace liners in each can if needed. The liners shall be supplied by the Contractor.
7. Leaf/Wind Fall Removal. The Contractor shall provide leaf and windfall removal services as needed. The City has the discretion to reduce or increase this time if needed. The Contractor shall provide an hourly rate for this service
8. Brushing. Brush needs to be kept back in the southwest corner of the park. Trails located at the south end of the park should be kept free of brush and undergrowth with 3' feet being cut back on each side of the trail.
9. Litter Control. Pick up and remove all garbage/litter for the entire park area.
10. Play Equipment Cleaning and Check. The play equipment area shall be cleaned, leveled, raked and all foreign materials removed. The play equipment shall be checked for safety. If a safety problem is found, that play item should be taken out of use, a sign should be put up notifying potential users of the problem, and the City should be notified immediately of the problem.
11. Park Safety Condition Check. The Contractor shall do a safety check on the overall condition of the park. The benches, entrance structure, bollards, and fence line should be checked. If a safety problem is found, that item should be taken out of use, a sign be put up notifying potential users of the problem, and the City should be notified immediately of the problem.

TRACY OWENS STATION

NE 175 St & 61 Ave NE

Plants, Bed Areas, Tree Wells:

1. Pruning – Trees/Shrubs. Trees should be pruned as needed throughout the year. Trees located along walkways must be trimmed to a minimum height of eight (8) feet. All shrubs must be trimmed to provide a minimum of one (1) foot clearance from walkways
2. Weeding – (Tree wells, beds). Weeding and weed control will need to occur 28 times a year.

Lawn Care:

3. Edging. Edging should be done every other week during the growing season (March – October) along the concrete and asphalt surfaces in the park
4. Mowing – Fine. The fine mowing areas should be mowed to a height of 1 ½ to 2 inches every week during the growing season (March-October). Additional mowings may be necessary.
5. Line Trimming – Line trimming shall be done around walkways and bollards leaving a neat appearance

Irrigation System

6. Start up and Check. Start up and check of the irrigation system should occur in the Spring and shall be in accordance with the terms of the contract specifications.

7. Winterization. Winterization of the irrigation system should occur in the Fall and shall be in accordance with the terms of the contract specifications.
8. Operation. Operation of the irrigation system should be done in accordance with the contract specifications. In case of problems, the Contractor should take whatever immediate actions are necessary and reasonable to prevent further damage or water loss, and should submit a Discretionary Work Request Form describing the problem, listing the recommended solution, the cost and time schedule necessary to correct the problem. Turf Areas #1 and # 7 have irrigation systems.

Hard Surface:

9. Blower (litter free). All hard surfaces should be blown free of debris on a weekly basis, including all walkways and parking lot.
10. Weeding. All weeds in hard surfaces (crack weeds) shall be removed.

Other:

11. Empty Garbage Cans & Replace liners. The Contractor shall empty the garbage cans and replace the liners in each can, if needed. The liners shall be supplied by the Contractor.
12. Leaf/Wind Fall Removal. The contractor shall provide leaf and windfall removal as needed to keep parking and walkways free of leaves.
13. Brushing. Blackberry bushes and other brush must be kept from encroaching into Turf Area #3 and along the north side of the trail west of the restrooms
14. Litter Control. Pick up and remove all garbage/litter from the entire park area.
15. Park Safety Condition Check. The Contractor shall do a safety check on the overall condition of the park. The benches, picnic tables, etc should be checked. If a problem is found, that item should be taken out of use, a sign should be put up notifying potential users of the problem, and the City should be notified immediately of the problem.
16. Swim Beach and dock clean up. Remove debris/litter from beach and dock area. The dock may need to be pressure washed, this would be handled under a discretionary request. Contractor will include an hourly rate for two workers and a pressure washer. Restroom maintenance is not included in this contract and will not be the Contractor's responsibility.

WALLACE SWAMP CREEEK PARK

19600 73 Ave NE

Plants, Trees, Bed Areas

1. Pruning. Trees/Shrubs. Trees should be pruned as needed throughout the year. Trees located along walkways must be trimmed to a minimum height of eight (8) feet. All shrubs must be trimmed to provide a minimum of one (1) foot clearance from walkways

Lawn Care:

2. Mowing – fine. The fine mowing areas should be mowed to a height of 1 ½ to 2 inches every week during the growing season (March-October). Additional mowings may be necessary. Turf Areas 1,2,3,5, and 6
Mowing – rough. The rough mow areas should be mowed to a height of 4 inches every other week during the growing season (March – October). Turf Area 4.
3. Line trimming. Line trimming shall be done around all walkways and picnic tables leaving a neat and trim appearance.

Hard Surfaces:

4. Blower (litter free). All walkways and the bridge over Swamp Creek shall be blown free of litter/debris on a weekly basis
5. Weeding. All weeds in hard surfaces shall be removed. (No chemicals to be used unless pre approved by the City.

Other:

6. Empty Garbage Cans & Replace Liner. The Contractor shall empty the garbage cans and replace the liners in each can, if needed. The Contractor shall supply the liners.
7. Leaf/Wind Fall Removal. The Contractor shall provide leaf/wind fall removal services as needed. The city has the discretion to reduce or increase this time if needed. The Contractor shall provide an hourly rate for this service.
8. Brushing. Blackberry bushes shall be cut back from the walkways to provide a minimum of one (3) foot of clearance from the walkways.
9. Litter control. Pick up and remove all garbage/litter from the entire park area.
10. Park safety condition check. The Contractor shall do a safety check on the overall condition of the park including picnic tables and the bridge over Swamp Creek.

EXHIBIT B

Compensation and Method of Payment

The total cost of planned landscaping services outlined in Exhibit A is \$49,469.78. Attached are the price sheets for each park, which include frequency of tasks, cost per frequency and total annual cost per park.

Compensation and Method of Payment In consideration for the Contractor's performance described in Exhibit A the City agrees to pay the Contractor the total sum of \$49,469.78 payable in 12 equal payments as detailed below:

Basic Maintenance \$4,122.48/month

Contractor shall pay its employees prevailing wages, consistent with Ch. 39.12 RCW

Payment invoices will be sent on or about the 1st day of each month for current month's services and payments shall be due receipt. A LATE CHARGE OF 1.5% PER MONTH SHALL BE CHARGED ON ALL AMOUNTS 30 DAYS PAST DUE.

Additional Services Services performed and/or materials delivered, which are not specifically mentioned herein, will be deemed "additional services" and will be handled through the discretionary work process outlined in Exhibit A.

City of Kenmore, Washington Request for Proposal (RFP)
For Parks Landscaping and Maintenance

PRICE PROPOSAL SUMMARY SHEET

Name of Contractor: **TOTAL LANDSCAPE CORPORATION**

Four Sites proposal Summary: The following chart must be completed. The amount in the Proposed Annual cost column should match the amount in the bottom right box of the individual parks price proposal on all four sites. Make sure that Washington State Sales Tax is included.

Park	Proposed Annual Cost
Kenmore Park	\$ 33,367.89
Linwood Park	\$ 2,950.12
Tracy Owens Station	\$ 9,461.23
Wallace Swamp Creek Park	\$ 3,332.93
TOTAL ANNUAL COST FOR ALL FOUR SITES	\$ 49,469.78

City of Kenmore, Washington Request for Proposal (RFP)
For Landscaping and Maintenance

Kenmore Park
6917 NE 170th St

Name Of Contractor: **TOTAL LANDSCAPE CORPORATION**

Work Description	Estimated Frequency (Annual Total)	Number of Labor Hours Per Year	Cost Per Frequency	Annual Cost
Plants, Bed Areas, Tree Wells				
1. Fertilize Shrubs and Beds	#1	# 6	\$ 198.00	\$ 198.00
2. Pruning-Trees/Shrubs	#4	#60	\$ 495.00	\$1,980.00
3. Weeding- (tree wells, beds)	#28	#28	\$ 33.00	\$ 924.00
4. Post Emergent	#8	#6	\$ 33.00	\$ 198.00
5. Ground Cover trimming	#4	#16	\$ 132.00	\$ 528.00
Lawn Care:				
6. Aerate Turf (and overseed)	#1	#10	\$ 330.00	\$ 330.00
7. Edging	#19	#28.5	\$ 49.50	\$ 940.50
8. Fertilize Turf	#1	#1	\$ 33.00	\$ 33.00
9. Mowing-fine	#37	#111	\$ 99.00	\$ 3,663.00
10. Mowing-rough	#17	#17	\$ 33.00	\$ 561.00
11. Line Trimming	#9	#9	\$ 33.00	\$ 297.00
Hard Surfaces:				
12. Blower (litter free)	#28	#28	\$ 33.00	\$ 924.00
13. Weed Removal	#4	#3	\$ 24.75	\$ 99.00
Irrigation System:				
14. Start up and check	#1	#7	\$ 231.00	\$ 231.00
15. Winterization	#1	#7	\$ 231.00	\$ 231.00
16. Operation	As needed	#30	\$ 33.00	\$ 990.00
Other:				
17. Empty Garbage/replace liners	#52	#9	\$ 5.71	\$ 297.00
18. Leaf/Windfall removal	#9	#50	\$ 183.33	\$ 1,650.00
19. Litter Control	#28	#14	\$ 16.50	\$ 462.00
20. Play Equipment Area Cleaning	#28	#7	\$ 8.25	\$ 231.00
21. PK Safety Condition Check	#28	#10	\$ 0.00	\$ 0.00
22. Restroom/Shower Area	Daily March-Nov	#270	\$ 54.44	\$15,100.00
23. Picnic/Shelter Area	#52	#26	\$ 16.50	\$ 858.00
SUB TOTAL		753.5		\$30,725.50
TAX @ 8.6%				\$ 2,642.39
TOTAL ANNUAL COST FOR KENMORE PARK				\$33,367.89

City of Kenmore, Washington Request for Proposal (RFP)
For Landscaping and Maintenance

LINWOOD PARK

NE 193rd St & 55th Ave NE. Entrance off of 193rd St

Name Of Contractor: **TOTAL LANDSCAPE CORPORATION**

Work Description	Estimated Frequency (Annual Total)	Number of Labor Hours Per Year	Cost Per Frequency	Annual Cost
<u>Plants, Bed Areas, Tree Wells</u>				
1. Pruning-Trees/Shrubs	#4	2	\$ 16.50	\$ 66.00
<u>Lawn Care:</u>				
2. Aerate Turf	#1	4	\$ 192.00	\$ 192.00
3. Fertilize Turf	#1	1	\$ 33.00	\$ 33.00
4. Mowing-fine	#35	35	\$ 33.00	\$ 1,155.00
5. Line Trimming	#35	17.5	\$ 16.50	\$ 577.50
<u>Other:</u>				
6. Empty Garbage/replace liners	#52	2	\$.31	\$ 66.00
7. Leaf/Windfall removal	As needed	8	\$ 33.00	\$ 264.00
8. Brushing	#4	2	\$ 16.50	\$ 66.00
9. Litter Control	#26	4.5	\$ 5.61	\$ 148.50
10. Play Equipment Area Cleaning	#26	4.5	\$ 5.61	\$ 148.50
11. PK Safety Condition Check	#26	10	\$ 0	\$ 0
SUB TOTAL		90.5		\$ 2,716.50
TAX @ 8.6%				\$ 233.62
TOTAL ANNUAL COST FOR LINWOOD PARK				\$ 2,950.12

City of Kenmore, Washington Request for Proposal (RFP)
For Landscaping and Maintenance

TRACY OWENS STATION

NE 175th St & 61 Ave NE

Name Of Contractor: **TOTAL LANDSCAPE CORPORATION**

Work Description	Estimated Frequency (Annual Total)	Number of Labor Hours Per Year	Cost Per Frequency	Annual Cost
<u>Plants, Bed Areas, Tree Wells</u>				
1. Pruning-Trees/Shrubs	#4	#4	\$ 33.00	\$ 132.00
2. Weeding- (tree wells, beds)	#28	#14	\$ 16.50	\$ 462.00
<u>Lawn Care:</u>				
3. Edging	#19	#5	\$ 8.68	\$ 165.00
4. Mowing-fine	#35	#70	\$ 66.00	\$ 2,310.00
5. Line Trimming	#35	#17.5	\$ 16.50	\$ 577.50
<u>Irrigation System:</u>				
6. Start up and check	#1	#5	\$ 165.00	\$ 165.00
7. Winterization	#1	#5	\$ 165.00	\$ 165.00
8. Operation	As needed	#20	\$ 33.00	\$ 660.00
<u>Hard Surfaces</u>				
9. Blower (litter free)	# 28	#21	\$ 24.75	\$ 693.00
10. Weeding	#4	#4	\$ 33.00	\$ 132.00
<u>Other:</u>				
11. Empty Garbage/replace liners	#52	#9	\$ 5.71	\$ 297.00
12. Leaf/Windfall removal	As Needed	#35	\$ 33.00	\$ 1,155.00
13. Brushing	#4	#2	\$ 16.50	\$ 66.00
20. Litter Control	#35	#17.5	\$ 16.50	\$ 577.50
21. Safety Condition Check	#28	#10	\$ 0	\$ 0
23. Swim Beach and dock clean up	#35	#35	\$ 33.00	\$ 1,155.00
SUB TOTAL		274		\$ 8,712.00
TAX @ 8.6%				\$ 749.23
TOTAL ANNUAL COST FOR TRACY OWENS STATION				\$ 9,461.23

City of Kenmore, Washington Request for Proposal (RFP)
For Landscaping and Maintenance

WALLACE SWAMP CREEK PARK

19600 73rd Ave NE

Name Of Contractor: **TOTAL LANDSCAPE CORPORATION**

Work Description	Estimated Frequency (Annual Total)	Number of Labor Hours Per Year	Cost Per Frequency	Annual Cost
<u>Plants, Bed Areas, Tree Wells</u>				
1. Pruning-Trees/Shrubs	#4	#6	\$ 49.50	\$ 198.00
<u>Lawn Care:</u>				
2. Mowing	#17	#17	\$ 33.00	\$ 561.00
3. Line Trimming	#17	#10	\$ 19.41	\$ 330.00
<u>Hard Surfaces</u>				
4. Blower (litter free)	# 17	#10	\$ 19.41	\$ 330.00
5. Weeding	#4	#4	\$ 33.00	\$ 132.00
<u>Other:</u>				
11. Empty Garbage/replace liners	#52	#9	\$ 5.71	\$ 297.00
12. Leaf/Windfall removal	As Needed	#20	\$ 33.00	\$ 660.00
13. Brushing	#4	#8	\$ 66.00	\$ 264.00
20. Litter Control	#17	#9	\$ 5.71	\$ 297.00
21. PK Safety Condition Check	#28	#10	\$ 0	\$ 0
SUB TOTAL				\$ 3,069.00
TAX @ 8.6%				\$ 263.93
TOTAL ANNUAL COST FOR Wallace Swamp Creek Park				\$ 3,332.93

Exhibit C

HERBICIDE/FERTILIZER APPLICATION FORM

NAME OF SITE: _____

Product Applied: _____

Normal Application Rate: _____ Applied Rate: _____

Exact Location: _____

Date Applied: _____ Signed: _____

Product Applied: _____

Normal Application Rate _____ Applied Rate: _____

Exact Location _____

Date Applied: _____ Applied Rate _____

Product Applied: _____

Normal Application Rate _____ Applied Rate: _____

Exact Location _____

Date Applied: _____ Applied Rate _____

Product Applied: _____

Normal Application Rate _____ Applied Rate: _____

Exact Location _____

Date Applied: _____ Applied Rate _____

EXHIBIT F

**DISCRETIONARY WORK REQUEST FORM
PARKS LANDSCAPING AND MAINTENANCE SERVICES**

TO BE COMPLETED BY THE CITY:

Date of Request: _____ Request Number: _____

Requester's Name: _____ Phone Number: _____

Name of Park/Location: _____

Describe nature of requested work: _____

TO BE COMPLETED BY THE CONTRACTOR:

Contractor's Recommended Action: _____

Cost Estimate: _____

Proposed Schedule: _____

Contractor's Signature

Date

FOR CITY USE ONLY:

Authorization to Proceed _____

City of Kenmore Signature

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of November 10, 2003, by and between City of Kenmore, a municipal corporation, (hereinafter called "Owner") whose address is P.O. Box 82607, 6700 NE 181st Street, Kenmore, WA 98028 and CMN, Inc. dba Colliers International, a Washington Corporation (hereinafter called "Manager") whose address is 601 Union Street, Suite 5300, Seattle, WA 98101.

RECITALS

Owner is the owner of the property known as Kenmore Village, 6708 & 6730 181st Street, Kenmore, WA 98028 (hereinafter called "Property"), together with all improvements erected thereon and all personal property of the Owner located thereon.

Manager is licensed to manage real estate in the State of Washington and is in the business of managing and operating real estate.

Owner desires to appoint Manager to manage the day-to-day operations of the Property consistent with Owner's objectives of maximizing the Property's economic value.

DEFINITIONS

The terms used in this Agreement shall have the following meanings:

"Lease Agreement" shall mean the owner-approved form, which may be a month-to-month agreement or lease over a period.

"Authorized Expenses" shall be those expenses included within the Owner-Approved Budget, and such additional expenses as may thereafter be approved by Owner in writing.

"Owner-Approved Budget" shall be the budget approved pursuant to Section 3.7.

"Fiscal Year" shall be from January 1 through December 31.

This Agreement is entered into to set forth the terms on which Manager will manage the Property.

NOW THEREFORE, incorporating the Recitals and Definitions as set forth above, and in consideration of the mutual covenants herein contained, Owner and Manager mutually hereby agree as follows:

ARTICLE I

TERM

Owner hereby employs and Manager hereby accepts employment as exclusive Manager for the Property for a one year period commencing **September 1, 2003**. This Agreement is cancelable without cause by either party on not less than thirty (30) days advance written notice, which notice may be given at any time during a month, provided that in any event the cancellation shall be effective at the end of the calendar month in which the thirty (30) day notice period ends. Upon completion of this agreement it shall automatically renew for successive one (1) year periods, unless cancelled by either party upon thirty (30) days written notice.

ARTICLE II

COMPENSATION OF MANAGER

The compensation and payment thereof for management of the Property shall be as follows:

2.1 Compensation. Owner agrees to pay Manager and Manager agrees to accept as full compensation (except where noted otherwise) for the services in Article III to be rendered to Owner an amount equal to:

2.2 Management Fee: The minimum fee ("The Minimum Fee") is \$2,299 per month. The Minimum Fee shall increase each January 1st, by a percentage equal to the percentage increase of the Consumer Price Index – Urban Wage Earners and Clerical Workers, U.S. City average for the preceding twelve months ending October 31st.

2.3 Property Setup Fee: Waived, however if the agreement is terminated without cause by Owner within the first twelve months, Owner shall reimburse Manager for the cost of setting up the property. The cost of setting up a property is agreed to be \$3,800.

2.3 Construction Management Fee: Construction Management Fees are earned on tenant improvements, capital expenditures, or major repairs (major repairs are greater than \$5,000 or if multiple bids are required).

Total Project Cost

\$1 - \$25, 000	The greater of the hourly rate of the Property Manager or eight (8%) percent of the total cost of the capital improvement or tenant improvements that Manager is asked to bid and/or administer.
\$25,001 - \$50,000	\$2,000 + 6% of the amount over \$25,000
\$50,001 - \$100,000	\$3,500 + 5% of the amount over \$50,000
\$100,001 - \$250,000	\$6,000 + 4.5% of the amount over \$100,000
\$250,000 - \$500,000	\$12,750 + 4.0% of the amount over \$250,000
\$500,001 and greater	\$22,750 + 3.5% of the amount over \$500,000

In the event that Owner elects to act as construction manager, Manager shall be compensated on an hourly basis consistent with the Rate Schedule attached as Exhibit A in the event the construction results in additional time required on the part of Manager.

2.4 Due Diligence and Preparation for Sale: Owner shall additionally compensate Manager for the time and materials required during the "due diligence" phase of potential sale or refinance. This compensation is for, but not limited to, additional budgets, walk-through inspections, preparation of necessary documents, sales brochures, specific broker requirements, meetings, etc. Manager's time shall be compensated in accordance with the Rate Schedule attached as Exhibit A.

2.5 Additional Services: In order to provide the lowest possible monthly fee, certain assumptions as to the amount of time required to manage the property have been made. These assumptions are outlined in the following Time Allocation Matrix. Generally, it has been assumed that the property is in good condition and shall be operated in a first class manner, and that there are no tenant payment problems, complex CAM recoveries, and that the existing vendors are performing satisfactorily. As move-ins and move-outs occur, rent collection issues arise, vendors are rebid (other than the initial rebidding upon takeover of the property), or additional reporting or site visits are required, Manager's time shall be compensated in accordance with the Rate Schedule attached as Exhibit A.

Not included in the Minimum Fee are any engineering hours by Colliers' engineers. The amount of engineering hours incurred at a property are a function of the amount of repairs, the number of tenant calls, and the frequency of property inspection/maintenance visits. Engineers are compensated in accordance with the schedule attached as Exhibit A. The amount of engineering time anticipated to be spent at a property is discussed in advance with an Owner and incorporated into the annual budget. Thereafter, the Property Manager will report to the Owner on a regular basis as to what the engineers hours have been and the reason for any variance from the budget.

2.6 Reimbursables: Manager shall be reimbursed for the actual cost of: bank fees, over night mail, courier, standard mail, long distance calls, travel mileage, and subcontracted reprographic projects. Manager shall be reimbursed for pages copied or faxed in-house at a rate that is tied to actual per page use and reflects the approximate cost to Manager of leasing and maintaining this equipment.

Time Allocation Matrix for the City of Kenmore Retail Property:

	Annual Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Property Manager													
Hourly Rate (incl. Benefits, overhead, profit)	\$120.66												
Monitor maintenance/security services, do follow-up	12.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Code & Approve invoices, review scheduled charges	12.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Review payable prior to check run	6.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Review financial statements and variances from budget	6.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Prepare owner's report on operations	12.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Present and review report with Owner	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prepare draft annual budget	8.00									8.00			
Present and review annual budget with Owner	3.00										3.00		
Revise annual budget based upon Owner feedback	2.00										2.00		
Prepare estimated CAM statements for coming year	4.00											4.00	
Prepare prior year CAM reconciliation	8.00			8.00									
Telephone & written Tenant contact	6.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Schedule vendor services (window washing, etc.)	6.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Inspect the property	24.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Meet with Tenants	6.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Misc. office procedures (copying, faxing, filing, etc)	6.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Prepare new tenant welcome packages	See Note #1												
Administration & Coordination during TI & Move-in	See Note #2												
Conduct Tenant exit inspections and follow-up	See Note #3												
Total Hours	121.00	8.00	8.00	16.00	8.00	8.00	8.00	8.00	8.00	16.00	13.00	12.00	8.00
Property Manager Cost	\$14,599	\$965	\$965	\$1,931	\$965	\$965	\$965	\$965	\$965	\$1,931	\$1,569	\$1,448	\$965
Lease Administrator													
Hourly Rate (incl. Benefits, overhead, profit)	\$41.46												
Collections	6.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Certificates of Insurance	1.00	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
Prepare new lease file & prepare abstract	See Note #1												
Verify & update each tenant's emergency contact info	1.00	0.50						0.50					
Lease file Maintenance	9.00	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Total Hours	17.00	1.83	1.33	1.33	1.33	1.33	1.33	1.83	1.33	1.33	1.33	1.33	1.33
Lease Administrator Annual Cost	\$705	\$78	\$55	\$55	\$55	\$55	\$55	\$78	\$55	\$55	\$55	\$55	\$55
Accountant, Seattle													
Hourly Rate (incl. Benefits, overhead, profit)	\$61.43												
Local Accountant - Cashflows/Weekly Meeting	96.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
Local A/R processing	2.40	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Local A/P processing	3.96	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33
Total Hours	102.36	8.53											
Accountant Annual Cost	\$6,287	\$524											
Centralized Accounting Services	\$6,000	\$500											
Total Annual Cost	\$27,592	\$2,065	\$2,044	\$3,010	\$2,044	\$2,044	\$2,044	\$2,065	\$2,044	\$3,010	\$2,848	\$2,527	\$2,044
Monthly Fee	\$2,299												

Notes:

- 1.) This is a function of the number of new tenants moving in to a property. A simple move in with little coordination will take approximately two hours of property manager's time and an hour for the lease administrator. The actual time will be billed as an additional fee.
- 2.) Compensation for construction management services and administration related to construction is addressed elsewhere in the proposal.
- 3.) This is a function of how many tenants move out of the property and the condition in which they leave the premises. At a minimum there are three hours of property manager's time to conduct an exit walk through and prepare final accounting, billing, security deposit refund submittals. The actual time will be billed as an additional fee.

Compensation shall be payable monthly in arrears commencing upon the last day of the first initial month of this Agreement.

ARTICLE III

RESPONSIBILITIES OF MANAGER

Manager shall operate, manage, and maintain the Property as an independent contractor acting as agent for Owner in accordance with Washington real estate law and sound property management practices. Manager shall exercise prudence and diligence in performing its duties. The responsibilities of the Manager shall include, but not be limited to, the following:

3.1 Lease Administration. Manager shall take all reasonable actions to enforce the terms of lease agreements including, but not limited to, all actions and proceedings to (i) collect or cause the collection of all rentals and other charges due Owner from tenants of the Property in accordance with the terms of their lease agreements; (ii) upon Owner's prior written approval Manager is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the evicting or dispossessing of tenants or other persons from the Property. After consultation with Owner, Manager is authorized to sign and serve such notices as Agent deems necessary for lease enforcement, including the collection of rent or other income. Manager is authorized, when expedient, to settle, compromise, and release such legal actions or suits or reinstate such tenancies. Attorneys' fees, filing fees, court costs, and other necessary expenses incurred in connection with such actions and not recovered from tenants shall be paid out of the Operating and/or Reserve Account(s) or reimbursed directly to Manager by Owner. Manager may select the attorney of its choice to handle such litigation. In the event the Owner directs Manager not to engage an attorney for a collection of a tenant delinquency that is greater than thirty days past due and after Manager has made at least four attempts, including at least two phone calls, one letter, and a visit (provided the delinquent tenant still occupies the leased premises), to collect the delinquent amount, Manager shall be compensated for their time spent on subsequent collection attempts in accordance with the Rate Schedule.

Manager shall handle all tenant requests and negotiations on behalf of Owner and shall use all reasonable efforts to assure compliance by tenants with all provisions of their lease, and shall have the right to terminate tenancies subject to Owner approval for contractual default. Manager shall have the right to sign and serve notice to tenants. Manager shall also handle all communications with the tenants, including notices of transfer, rent changes, etc.

3.2 Compliance with Legal Requirements. Manager shall take such action as may be necessary to comply with any and all orders or requirements affecting the Property by any federal, state, county or municipal authority having jurisdiction there over and of which Manager has received written notice.

Manager, however, shall not take any such action as long as the Owner is contesting, or has affirmed its intention to contest, and promptly institutes proceedings contesting, any such order or requirement except that Owner and Manager shall promptly notify each other in writing of all such orders and notices or requirements. Manager shall prepare, execute, and, after obtaining the approval of Owner, file any such reports and documents as may be required by any local, state or federal authority.

Manager shall manage the Property under this Agreement in full compliance with any applicable state or federal legislation governing discrimination or fairness in housing or business, and shall take action considered appropriate to carry out the purposes of any such legislation.

3.3 Operation. Manager shall continually operate the Property as a high-quality project, and shall perform all acts which are customary for the management of properties of like size and character or as may be required for the efficient and businesslike operation of the Property.

3.4 Maintenance and Repairs. Manager shall, within the limitations of the Owner-Approved Budget, see that the physical facilities, personal property, and grounds are at all times well maintained, kept in good order and repair, and in a proper state of cleanliness.

Manager shall, on behalf of the Owner and at the Owner's expense, make or contract for all repairs which shall reasonably be required to preserve, maintain, and keep the Property in first-class condition. Manager shall, on behalf of Owner and at the Owner's expense, make or contract for repairs or services requested by tenants that are to be rebilled to tenants. Recovery of such funds from tenants for the Owner's account shall tracked in the same manner as rent and operating expenses.

Manager shall obtain and maintain records and enforce any guarantees or warranties that may concern Owner's personal property included within the Property. Written approval of the Owner must be obtained before pursuing any legal remedies to enforce said guarantees or warranties.

Owner's prior written approval shall be required for any contracts with a term of more than one (1) year. All contracts will have a thirty (30)-day written notice cancellation clause unless an early termination option is not offered by vendor.

3.5 Emergency Maintenance and Repair. In an emergency where repairs are immediately necessary for the preservation and safety of the Property, or to avoid the suspension of any essential service to the Property, or to avoid danger to life or property, or to comply with federal, state, or local law, such emergency repairs shall be made by Manager at Owner's expense without prior written approval. Manager shall report to the Owner full details of any emergency orally within one (1) business day and by written report remitted within one (1) week of the incident.

Manager shall notify Owner or Owner's designated insurance agent promptly of any personal injury or property damage occurring to or claimed by any tenant or third party on or with respect to the Property and to promptly forward to such insurance agent, with copies to Owner, any summons, subpoena, or other legal document served upon Manager relating to the actual or alleged potential liability of the Owner, Manager, or the Property, with copies to Owner of all such documents.

- 3.6 *Employment and Supervision of Personnel.*** Manager shall employ and supervise all personnel required for the operation, maintenance, and management of the Property. All such employees shall be employees of the Manager, and shall not be employees of the Owner.

Manager and Owner agree that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, or national origin in the leasing, use, occupancy, tenure, or enjoyment of the Property.

Manager shall procure and maintain worker's compensation insurance and employer's liability insurance covering all employees working on or about the Property, and fidelity bonds or employee dishonesty insurance, covering all employees who handle funds of the Owner.

Manager shall make all necessary payroll deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes, and prepare, maintain, and file all necessary reports with respect to such taxes or deductions and all other necessary statements and reports pertaining to labor employed by Manager in or about the Property. Costs of administering and managing such personnel are to be borne by Manager.

- 3.7 *Owner-Approved Budget.*** An annual budget shall be submitted to the Owner prior to the beginning of each fiscal year. Said budget shall include the estimated monthly income and operating expenses of the Property. Said budget shall include "below the line" any amounts necessary to be expended for capital improvements or debt service. Manager shall submit, along with the budget, a projection of capital expenditures for the forthcoming Fiscal Year as well as a ten year capital expenditure forecast. The form of budget shall be the standard budget template provided by Manager. In the event that Owner would like Manager to use a different template, Manager shall inform Owner prior to commencing work on the budget if Manager believes that Owner's template will require greater time to complete than Manager's standard template. Manager shall be compensated for such additional time in accordance with the rate schedule.

After approval by the Owner in writing, budget shall be used by Manager as a guide for the actual operation of the Property and shall be subject to comparisons monthly. Manager agrees to obtain prior approval for any normal operating expenditure(s) which would cause any budget variance of Two Thousand Dollars (\$2,000) and over, per occasion in any

budget year, except for emergencies. All expenses within the Owner-Approved Budget are to be borne by Owner, and it shall be the responsibility of the Owner, to make available sufficient funds to Manager to meet expenses anticipated in the Owner-Approved Budget.

Solely from gross revenues collected from the Property or from other funds provided by Owner, Manager shall:

- (a) Pay all operating expenses and such other expenses as may be authorized in writing by Owner.
- (b) Pay to any lenders designated by Owner all sums which may become due on loans affecting the Property.

Manager shall pay casualty and liability property insurance and real property taxes and other taxes levied and assessed against the Property if so directed by Owner and Manager shall, thirty (30) days prior to the date on which each installment becomes delinquent, notify Owner of the full amount required to pay such installment and Owner shall promptly make available to Manager the funds necessary to pay the same out of Owner's funds.

3.8 Books, Records and Reports. Manager shall establish and maintain an accounting and management reporting system that will duly account for all transactions relating to the Property.

On or before the twentieth (20th) day following the close of each month, Manager shall provide to Owner a report of the Property's operations for the preceding month, including:

- ♦ A detailed and itemized statement of all sources and uses of funds in a format satisfactory to Owner and Manager. See Addendum for Report examples.
- ♦ A statement of ending balances in all trust accounts.
- ♦ General comments regarding the Property's operation and any requirements by Manager for the Owner, such as payments to cover unexpected expenses. In addition, Manager shall provide Owner with a year-to-date budget to actual comparison of actual property operating expenses to the budget along with an explanation of significant variances.

Owner shall at all reasonable times have access to the accounting records, as well as the books and other records of the Manager as they relate to the Property. Manager shall keep Owner notified in writing of the location of all such records. Owner shall have the right to audit said records and books at Owner's expense.

All original reports and documents are to be retained in Manager's possession. Copies, as required, will be made available to the Owner. Manager will retain said records for a period of three (3) years, or as required by law, after which time the records shall be

transferred to Owner. At the termination of this agreement all records, except those required by law to be retained by Manager, shall be returned to Owner for retention. Copies of all leases and amendments shall be provided to Manager by Owner.

- 3.9 Use and Maintenance of Premises.** Manager agrees not to knowingly permit the use of the Property for any purpose which might void any policy of insurance relating to the Property or which might render any loss there under uncollectable, or which would be in violation of any government restriction.
- 3.10 Subleases, Assignments, and Lien Waivers.** Manager shall be compensated in accordance with the Rate Schedule for the processing of tenant requests for Owner's consent to sublease or assign their leased premises or approve a lien waiver.
- 3.11 Custom reports, research projects.** In the event that Owner requests a custom report be created or requests research to be done that is outside of the daily routine of normal property operations, Manager shall inform Owner prior to commencing such work that such a request will be an additional fee. For such work that is authorized by Owner, Manager shall be compensated in accordance with the Rate Schedule.
- 3.12 Trust Account.** Manager shall, in Owner's name, establish a trust account with checking at a bank selected by Manager. Unless required by law, security deposits will not be segregated and will be treated as part of the operating account, however, Manager shall provide accounting of the funds attributable to security deposits.

ARTICLE IV

INSURANCE AND INDEMNIFICATION

4.1 Liability Insurance.

- (a) Owner's Insurance Coverage. Manager acknowledges that Owner does not carry liability insurance through a third party insurer and is not self-insured, but that it participates as a member in a municipal liability insurance pool through the Washington Cities Insurance Authority. Manager further acknowledges that because of this arrangement, it cannot be named as an additional insured. During the term of this Agreement, the resources of the municipal insurance liability pool will be available to the extent of Owner's undertaking set forth in Paragraph 4.3(b).
- (b) Manager's Insurance Coverage. Manager, at Manager's own cost and expense, will provide and keep in full force and effect during the term of this Agreement, commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) covering bodily injury to any person, including death, and loss of or damage to real and personal property. Insurance provided hereunder may be provided under Manager's blanket liability insurance policy. During the term of this Agreement, Owner shall be named as an additional insured under

insurance carried pursuant to this Paragraph 4.1(b) to the extent of Manager's undertaking set forth in Paragraph 4.3(a), and at the request of Owner, a certificate evidencing such insurance coverage shall be delivered to Owner. Such certificate of insurance will provide for fifteen (15) days' advance notice in the event of cancellation

4.2 *Errors & Omission Insurance.* Manager shall, at its own cost, at all times maintain Error and Omission Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000). At the request of Owner, Manager shall provide a certificate evidencing such insurance coverage. The Policy shall provide for thirty (30) days' advance notice of cancellation or renewal notice to Owner.

4.3 *Indemnification.*

- (a) By Manager. Manager shall indemnify and hold Owner harmless from and against any and all claims or liability for bodily injury to or death of any person or loss of or damage to any property arising out of Manager's performance of this Agreement or from any activity, work or thing done, or omitted to be done, by Manager, its agents, employees or contractors in or about the Property except:
- (i) claims and liabilities to the extent caused by any negligence on the part of Owner, its agents, employees or contractors, or
 - (ii) claims and liabilities to the extent caused by any negligence on the part of any tenant of the Property.

In the absence of any negligence on the part of the Owner, its agents, employees, contractors or invitees, such indemnity shall include all reasonable costs, attorneys' fees and expenses incurred in the defense of any such claim or any action or proceeding brought thereon. In the event any action or proceeding is brought against Owner by reason of any claim falling within the scope of the foregoing indemnity, and in the absence of any negligence on the part of Owner, Manager upon written notice from Owner to Manager within 60 days after Owner receives notice of the claim, shall defend same at Manager's expense by counsel reasonably satisfactory to Owner.

The foregoing indemnity is conditioned upon Owner providing notice to Manager within 60 days after Owner receives notice of any claim or occurrence that is likely to give rise to a claim that will fall within the scope of the foregoing indemnity and cooperating fully with Manager in any defense or settlement of the claim or liability. This indemnity shall survive the termination of this Agreement.

- (b) By Owner. Owner shall indemnify and hold Manager harmless from and against any and all claims or liability for bodily injury to or death of any person or loss of or damage to any property arising from any activity, work or thing done by

Owner, or omitted to be done by Owner, its agents, employees or contractors in or about the Property except:

- (i) claims and liabilities to the extent caused by any negligence on the part of Manager, its agents, employees or contractors, or
- (ii) claims and liabilities to the extent caused by any negligence on the part of any tenant of the Property.

In the absence of any negligence on the part of the Manager, its agents, employees or contractors, such indemnity shall include all reasonable costs, attorneys' fees and expenses incurred in the defense of any such claim or any action or proceeding brought thereon. In the event any action or proceeding is brought against Manager by reason of any claim falling within the scope of the foregoing indemnity, and in the absence of any negligence on the part of Manager, Owner upon written notice from Manager to Owner within 60 days after Manager receives notice of the claim shall defend same at Owner's expense by counsel reasonably satisfactory to Manager.

The foregoing indemnity is conditioned upon Manager providing notice to Owner within 60 days after Manager receives notice of any claim or occurrence that is likely to give rise to a claim that will fall within the scope of the foregoing indemnity and cooperating fully with Owner in any defense or settlement of the claim or liability. This indemnity shall survive the termination of this Agreement.

ARTICLE V

TERMINATION

5.1 Termination of Contract. Notwithstanding the provisions of Article I above to the contrary, either party may terminate this Agreement at its election, provided only that at least thirty (30) days written notice of such termination is given to the other party.

5.2 Obligations Upon Termination. Upon termination of this Agreement, for whatever reason, each party shall promptly pay to the other, as soon as the same is determinable after the effective date of termination, all amounts due such other party under the terms of this Agreement, and upon such payment neither party shall have any further claim or right against the other, except as expressly provided hereinafter.

Upon termination for whatever cause, Manager shall, not later than the effective date of termination, deliver to the Owner, copies of documents in its possession necessary or desirable for the operation of the property, including but not limited to: all books, permits, plans, records, leases, licenses, contracts and other documents pertaining to the Property and its operation, all insurance policies, bills of sale, or other documents evidencing title or rights of the Owner.

All personal property of Owner, whether on the premises of the Property or elsewhere, shall be delivered intact to Owner or Owner's representative. Manager further agrees to do all other things reasonably necessary to cause an orderly transition of the management of the Property without detriment to the rights of the Owner or to the continued management of the Property.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Headings. The headings used herein are for purposes of convenience only and should not be used in constructing the provisions hereof.

6.2 Notice. Any notice, demand or communication required or permitted hereunder shall be deemed effectively given when mailed, postage prepaid, addressed to the following addresses or to such other addresses as any party may hereafter designate by written notice:

TO OWNER: **City of Kenmore**
 Attn: Steve Anderson
 City Manager
 P.O. Box 82607
 Kenmore, WA 98028

TO MANAGER: **Colliers International**
 Real Estate Management Services – Legal Notice
 601 Union Street, Suite 5300
 Seattle, WA 98101

6.3 Relationship of the Parties. Manager is an independent contractor hired by the Owner pursuant to the terms hereof. The relationship between the parties is that of principal and agent, and Manager is governed under the regulations promulgated by the Washington State Department of Licensing.

6.4 Covenant of Further Assurances. The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

6.5 Entire Agreement. This document represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, representations, and covenants, oral or written. Amendments to this Agreement must be in writing and signed by both parties.

6.6 Assignment. Neither party shall have the right to assign its rights and obligations hereunder to a third party.

6.7 Successors and Assigns. Subject to the limitations concerning assignment, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives and successors.

6.8 Arbitration. In the event of any controversy, claim or action being filed respecting this Agreement or in connection with the Property, any and all disputes shall be resolved by arbitration pursuant to BCW 7.04. Judgment of the arbitration may be entered in any court of competent jurisdiction. Cost of the arbitration, including reasonable attorney's fees shall be paid by the substantially non-prevailing party.

6.9 Time of the Essence. Time is of the essence of this Agreement.

6.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.11 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement.

6.12 Authority. Owner hereby certifies that it is duly authorized to execute the foregoing Agreement and that the Agreement, when so executed, will be binding upon the Owner in accordance with its terms and no further authorization is required.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

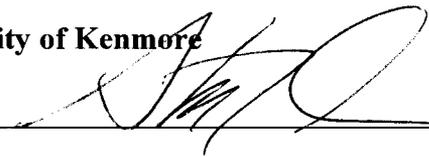
OWNER:

City of Kenmore

By:

Title:

Date:

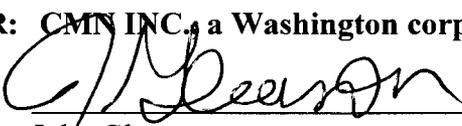


City Manager
November 10, 2003

MANAGER: CMN INC., a Washington corporation dba Colliers International

By:

Title:



John Gleason
Managing Director

Exhibit A

Rate Schedule

Effective September 1, 2003

Property Manager	\$125.00 per hour
Lease Administrator	\$50.00 per hour
Property Accountant	\$65.00 per hour
Administrative Assistant	\$50.00 per hour
Yardi Programmer	Quoted by project
Building Engineer	
Regular Time	\$60.86 per hour
Over Time	\$91.29 per hour
Sundays & Holidays	\$121.72 per hour

Time is billed in quarter hour increments with no minimum. The exception is the Building Engineers who, when working other than regular time, will charge a one hour minimum if it is a problem that can be solved over the phone and a two hour minimum if it is a problem that requires them to go to the property.

This property requires that Building Engineers to be paid a prevailing wage. The rates will adjust as they are revised by the State of Washington and this Exhibit will be updated periodically as necessary.

The State prevailing wage states that over time will be paid once a person has worked greater than eight hours in a day or more than forty hours in a week.

City of Kenmore
CONTRACT FOR SERVICES
Landscape Maintenance Services
Contract No. 10-C868

This agreement is entered into by and between City of Kenmore, Washington, a municipal corporation, herein after referred to as "City" and **Full Maintenance Gardening & Landscaping, Inc., P.O. Box 82276, Kenmore, Washington 98028**, herein after referred to as the "Contractor".

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

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

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

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$4,480.74.**
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period of 1-year commencing **April 12, 2010 thru April 11, 2011.**
4. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its agents and employees, from and against any and all liability arising from injury or death to

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

7. Insurance.

A. The Contractor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate for personal injury and property damage. Said policy shall name the City of Kenmore *as an* additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.

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

8. Record Keeping and Reporting.

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

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

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

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

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

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

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

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

Jennifer Gordon, Public Works Operations Manager
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

Notices to the Contractor shall be sent to:

Richard Wayman
Full Maintenance Gardening & Landscaping, Inc.
PO Box 82276
Kenmore, WA 98028

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

Dated this 12th day of April 2010.

CITY OF KENMORE

BY: _____

Title: _____

[Signature]
City Manager

CONTRACTOR:

BY: _____

Title: _____

[Signature]
OWNER

Attest/Authenticated:

[Signature]

Lynn Batchelor, City Clerk

Exhibit A

Scope of Work

Schedule of Visits

- October through June weekly visits
- July through September (summer) weekly visits*
*usually at least 2 times per week (sometimes three) to keep water feature filled, hand water plants under the eave and other plants as needed during the hot summer months.

Bed Care

- Applications of pre-emergent herbicides twice per year (early spring and late fall) where applicable to further minimize weed population.
- Spray cracks and crevices with Roundup as needed to control vegetation.
- Fertilizing ornamentals in the fall, spring and summer as needed.
- Any routine pruning of Japanese Maple.
- Fall Cleanup.
- Installation of seasonal color in beds two times per year.
- Care of seasonal annuals to include : grooming, deadheading, removing spent plant material during seasonal change over, applying slug bait as needed, watering and fertilizing as needed.

Water Feature Care

- Clean debris from water as needed, check and clean filters.
- Monitor water flow and pump performance.
- Keep water level filled as needed.
- Add algaecide as need to control algae.
- Deep clean water feature three times per year.

Clean up / Debris Removal

- Cleanup and disposal of all debris associated with maintenance services.
- Cleanup and disposal of all debris accumulated along curbs.
(Disposal fees are included)

All of the above services will be provided for a period of 12 months at a total cost of \$4,092.00, plus WA State sales tax, which will be divided up into equal monthly payments of \$341.00, plus WA State sales tax.

EXHIBIT B
CITY OF KENMORE
Proof of Insurance

EXHIBIT C
CITY OF KENMORE

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

**City of Kenmore
Contract for Service
On-Call Street Sweeping Services
Contract No. 09-C770**

THIS AGREEMENT is entered into the date last below written between the CITY OF KENMORE, a Washington municipal corporation ("City") and FIELDS POWER SWEEPING, located at 6432 - 233rd Place Southeast, Woodinville, Washington 98072, ("Contractor").

The parties agree as follows:

1. Contractor Services.

1.1 The Contractor shall perform the following services for the City: The Contractor shall perform on-call street sweeping services as described in Exhibit "A," attached hereto and incorporated by this reference.

1.2 The Contractor shall furnish at its own cost and expense all labor, tools, equipment and materials required. The Contractor shall construct and complete in a good workmanlike manner, and to the satisfaction of the City, the work designated, described and required by the applicable plans, specifications and approved proposal for construction of the improvements, all of which documents are a part of this Agreement.

2. Duration of Agreement and Time of Completion.

2.1 This Agreement shall be in full force and effect for a period commencing on April 6, 2009 and ending on December 31, 2010, unless sooner terminated under the provisions of this Agreement.

2.2 The Contractor shall commence work within 5 days after issuance of Notice to Proceed by the City, and shall complete the work within 15 calendar days from the City's issuance of the Notice to Proceed.

3.1 Compensation. The City shall pay the Contractor the total amount of not to exceed \$20,000.00, including applicable sales tax, for all work and services covered by this Agreement, as described in Exhibit "B," attached hereto and incorporated by this reference. The Contractor shall submit invoices for work and services performed in the form attached as Exhibit "C." The Contractor shall complete and return to the City Exhibit "D," Tax Identification Number, prior to or at the time of submission of the first billing invoice. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City, within ten days after City Council voucher approval. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized

work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. Termination.

4.1 This City may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

4.1.1. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.

4.1.2 The Contractor's failure to complete the work within the time specified in this Agreement.

4.1.3 The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

4.1.4 The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances.

4.1.5 The Contractor's filing for bankruptcy or being adjudged bankrupt.

If the City terminates this Agreement for good cause, the Contractor shall not receive any further monies due under this Agreement until the Contract work is completed.

5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor.

6. Prevailing Wages. Prevailing wages shall be paid in accordance with Chapter 39.12 RCW, and the Contractor shall comply with all requirements of Chapter 39.12 RCW.

7. Changes. The City may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City

within 14 calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

7.1 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within 14 calendar days, provide a signed written notice of protest to the City that states the date of the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

7.2 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

7.3 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

8. Claims. The Contractor shall give written notice to the City of all claims other than change orders within 14 calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a

Contractor's written claim must include the information required in Paragraph 7.1 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within 120 calendar days from the date the work is completed.

9. Warranty. The Contractor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within 7 days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the City may complete the correction and the Contractor shall pay all costs incurred by the City to accomplish the correction.

10. Indemnification and Hold Harmless. The Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, including all legal costs and attorneys' fees, arising out of or in any way connected with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants for indemnification. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, employees, or agents, the Contractor's liability under this paragraph shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THIS INDEMNIFICATION CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this paragraph 10 shall survive the expiration or termination of this Agreement.

11. Insurance. The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of work under this Agreement by the Contractor, its officers, employees and agents:

11.1 Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

11.2 Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Before commencing work under this Agreement, the Contractor shall provide to the City a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of Consultant, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given 30 days' prior written notice of any cancellation, suspension or material change in coverage.

12. Miscellaneous.

12.1 Subletting or Assigning Contract. The Contractor shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the City.

12.2 Extent of Agreement Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

12.3 Work Performed at Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

12.4 Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Agreement, or to exercise any option contained in this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

12.5 Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on 3 calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

City of Kenmore
PO Box 82607
Kenmore, WA 98028-0607

Attention: Jennifer Gordon

CONTRACTOR

FIELD'S POWER SWEEPING
6619-132ND AVE NE
PMB 155
KIRKLAND WA 98033

12.6 Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, sexual orientation or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

12.7 Compliance with Laws. The Contractor shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the work to be done under this Agreement.

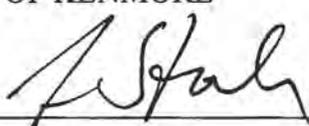
IN WITNESS WHEREOF, the parties have executed this Agreement as of June 2, 2009.

CONTRACTOR

By 

Name DANIEL M. FIELD
Title OWNER

CITY OF KENMORE

By 

Frederick Stouder
City Manager

Exhibit A
Scope of Work
Provisions of Contract

On-Call Street Sweeping Services for the City of Kenmore (supplemental street sweeping services to the City of Kenmore).

Authorization of Work

All work shall performed by request of the Public Works Operations Manager via Task Order by email (including scanned map attachments).

The Contractor shall keep records of the following to be included with invoices:

1. Operator
2. Vehicle/Equipment Used
3. Date
4. Start time, End time
5. Lane miles swept
6. Highlighted map and number of passes
7. Number of dumps made to decant site per day

City Contact/Project Manager
Jennifer Gordon, Public Works Operations Manager
jgordon@ci.kenmore.wa.us
6700 NE 181st St.
PO Box 82607
Kenmore, WA 98028
(425) 398-8900 ext. 304
(206) 255-2527

Exhibit B
Rate Schedule

On-Call Street Sweeping Services

Field's Power Sweeping will provide on-call street sweeping services on hourly basis, not to exceed \$20,000.00.

Fee Schedule for Equipment:

Regenerative Air Sweeper \$80.00 per hour (Operator and Equipment)

Mechanical Broom Sweeper \$90.00 per hour (Operator and Equipment)

Street Sweeping Disposal

The City will not pay dump fees under this contract. All street sweepings collected shall be dumped at the City's decant site located at Rhododendron Park 6910 NE 170th St. Kenmore, Washington 98028. See Attachment 1.

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, WA 98028-0607
Attn: Jennifer Gordon, Public Works
(425) 398-8900 ext. 304
fax (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided with a highlighted map of areas that have been swept.

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D
CITY OF KENMORE
486 228th Avenue NE
Kenmore, WA 98074
Phone: (425) 898-0660
Fax: (425) 898-0669

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

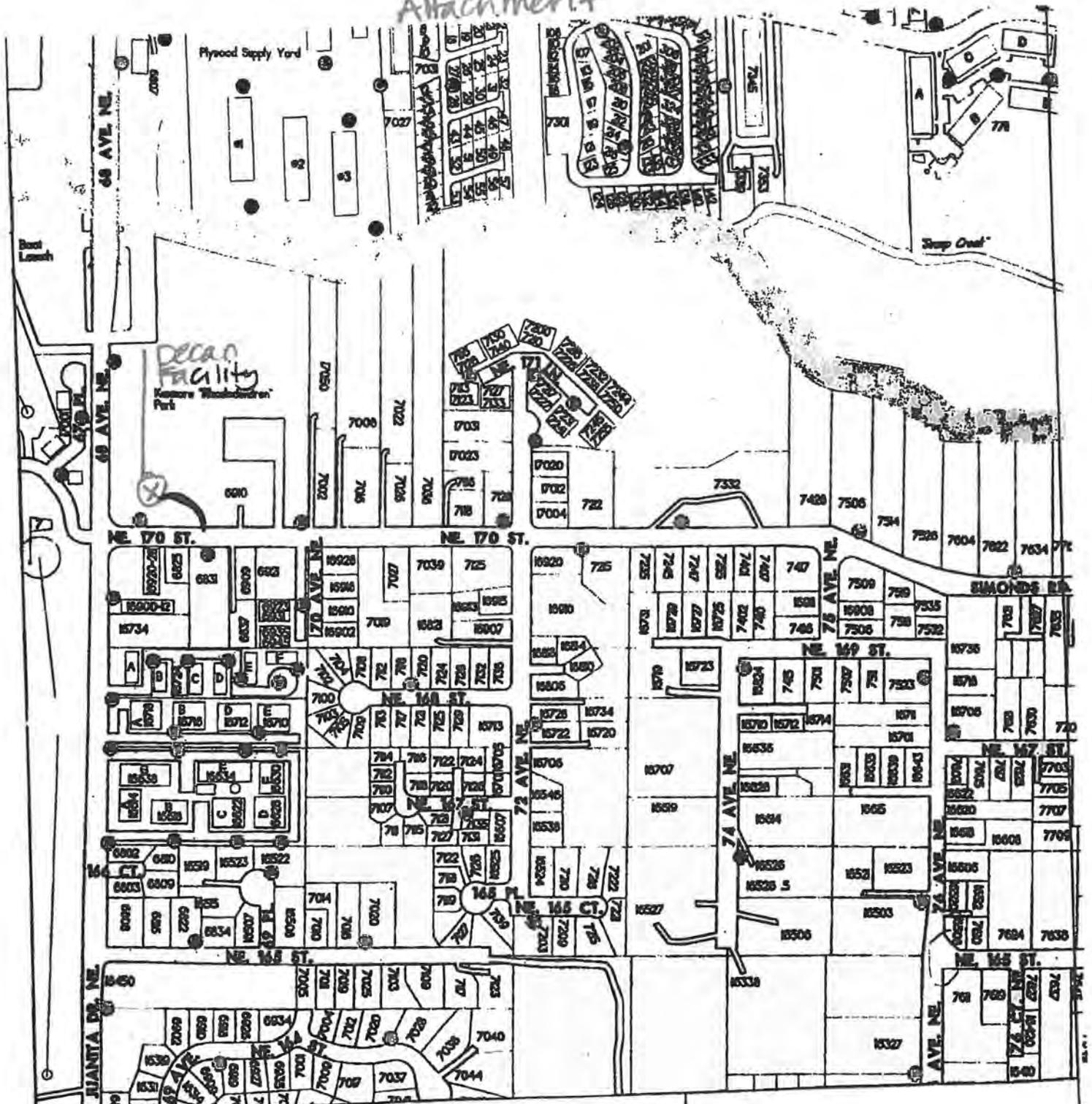
Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Attachment



6016 6017 6018

5936 5968

5916 5917 5918

5967

Northshore Fire Department

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
5/5/2009

PRODUCER (503)227-1771 FAX: (503)274-7644
Elliott Powell Baden and Baker Inc.
1521 S.W. Salmon Street

Portland OR 97205-1783

INSURED
Daniel Field
DBA Field's Power Sweeping
61 Firgrove Ct
Cle Elum WA 98922-9799

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Casualty Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	BLO 52856495	6/6/2008	6/6/2009	EACH OCCURRENCE \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	OTHER Inland marine	BMA 52858495	06/06/2008	06/06/2009	Mobile Equipment \$25,000 Miscellaneous \$10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The certificate holder is included as an additional insured as respects the operation of the named insured.

CERTIFICATE HOLDER
(425) 461-3236
City of Kenmore
Jennifer Gordon
PO Box 82607
Kenmore, WA 98028

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Sandra Hanson/TMR *Sandra Hanson*

City of Kenmore, Washington
Contract for Services
King County Department of Adult and Juvenile Detention
Community Work Program
Contract No. 11-C936

2011 AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into the date last below written between the CITY OF KENMORE, WASHINGTON ("City") and THE KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION Community Work Program ("Contractor").

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in and meeting the standards of the scope of work attached hereto as Exhibit A.

2. TERM OF AGREEMENT

The term of this Agreement shall begin January 1, 2011 and shall extend through December 31, 2011. The crews will work two (2) and three (3) days per week for this contract period as directed by City staff. The Agreement may be extended by mutual consent of both parties.

3. PAYMENT

City shall pay contractor for such services a rate of \$ 602.00 per day. Total payments to CWP shall not exceed *\$69,832* during the contract period, based upon a total of 116 work days, unless a negotiated amendment has been approved and signed by both parties.

- A. Contractor shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice.
- C. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.

- D. If the services rendered do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

4. WORK CREW SELECTION

Contractor shall be responsible for the selection of crewmembers provided to the City under this Agreement. The work crew will consist of a work crew supervisor and four (4) or more individuals sanctioned to the Community Work Program by criminal or civil courts within King County.

5. WORK CREW SCHEDULE AND CANCELLATION

Contractor will provide the City with a work crew for each business day during the term of this Agreement; Provided, however, that Contractor maintains the right to cancel work activities due to inclement weather, insufficient number of crew members, or vacation or sick leave of the crew supervisor. Days missed during the business week may be scheduled and made up on Saturday's with the agreement of the Lake Forest Park contract liaison or designee. Per section 3A of this Agreement, the City will not be responsible for payment to the Contractor for days in which work activities are not conducted.

6. SUPERVISION OF THE WORK CREW

- A. Contractor shall provide at least one (1) supervisory person who shall be present at all times during the execution of all portions of the work, who shall direct, supervise and be thoroughly responsible for the Contractor work crew and its actions while in the performance of maintenance services. Contractor will provide necessary equipment to the participants, coordinate with the designated City supervisor to determine work site, schedules, obtain necessary on-site equipment and complete maintenance log for each work site.
- B. Contractor shall be responsible to provide all training to the crew supervisor regarding the scope of work, safety procedures, CPR, first aid, and defensive driving.

7. TRANSPORTATION

Transportation to and from the City's designated work sites will be the responsibility of the Contractor.

8. EQUIPMENT

All equipment necessary to complete the agreed upon services shall be the responsibility of Contractor unless otherwise discussed and agreed to by the parties. Safety equipment will be provided by Contractor to include hard hats, safety vests, goggles, gloves, rain gear, shoes, and ear protection devices.

9. PROTECTION OF EXISTING PROPERTY

It shall be the responsibility of Contractor to leave City facilities in existing or better condition. Any damage to facilities or unsatisfactory operation of utilities shall be brought to the City's attention immediately by Contractor. All damages to existing facilities shall be reviewed by the City and Contractor, and those damages caused by Contractor or its work crew shall be repaired or replaced at Contractor's expense.

10. SAFETY AND CLEANUP

- A. Contractor shall be responsible to maintain the work area free of debris and clutter and especially avoid causing any hazards anywhere on the property due to its operations.
- B. Upon completion of the day's work the job site as well as any space used by Contractor shall be left clean and orderly.
- C. Contractor shall be responsible for accomplishing work zone traffic control in accordance with applicable state regulations.

11. MAINTENANCE ACTIVITIES AND SCHEDULING

Contractor is to consider that City property is open to the public at all times, and the maintenance and associated work shall be conducted in such a way that the daily operation of the City property shall not be affected without prior approval by the City.

12. DISPOSAL METHODS:

Contractor shall select disposal sites and be responsible for the disposal of debris and unsuitable materials collected under the conditions of this Agreement. In no case shall debris and unsuitable materials be disposed upon the site or any property contiguous

thereto. Contractor is solely responsible for any and all damages done or any regulation violated in the disposal of waste material, as well as for any other action that they perform. Contractor agrees to defend, indemnify, and hold the City of Kenmore harmless free from liability for any and all damages, costs and expenses (including but not limited to attorneys' fees) incurred as a result of Contractor's actions. The City of Kenmore shall reimburse Contractor for any fees associated with disposal of debris collected at the designated work sites. Disposal fees will be reviewed and disagreements will be discussed and resolved by the parties.

13. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Paragraph shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

14. GENERAL ADMINISTRATION AND MANAGEMENT

The Public Works Field Supervisor of the City of Lake Forest Park or his/her designee, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

15. HOLD HARMLESS AND INDEMNIFICATION

- A. Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from any actions by any work crew member while that work crew member is under County supervision and/or negligent or willful acts or omissions of Contractor, its officers, employees and agents in performing this agreement. For purposes of this agreement it is agreed that work crew members are not agents of the County.
- B. City shall protect, defend, indemnify and save harmless Contractor, its officers, employee and agents from any and all costs, claims, judgements or awards of

damaged, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this agreement.

- C. The provisions of A and B shall survive the expiration or termination of this agreement.

16. INSURANCE

Contractor is self insured for all its liability and shall assume responsibility for liability claims made by Crew Supervisors and assigned work crew members in accordance with King County procedures governing worker's compensation.

17. SUBLETTING OR ASSIGNING CONTRACT

Neither City nor Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

18. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

19. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor. Nothing in this Agreement shall be construed to convert the work crew members, the work crew supervisor or any of Contractor's officers, agents, or employees into City employees.

20. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

21. TERMINATION

- A. This Agreement may be terminated by either party without cause, in whole or in part, prior to the date specified in Section II, by providing either party thirty- (30) days advance written notice of the termination.
- B. Either party may terminate this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) There is a material breach of any duty, obligation, or service required pursuant to this Agreement; or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
- C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

22. NO THIRD-PARTY BENEFICIARIES.

There are no third-party beneficiaries to this agreement. No person or entity other than a party to this agreement shall have any rights hereunder or any authority to enforce its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ~~22nd~~ ^{8th (CMB)} day of ~~March~~ ^{APRIL (CMB)}, 2011.

CONTRACTOR
By: Claudia H. Balducci
Claudia Balducci, DA/D Director

CITY OF KENMORE
By: Frederick Stouder
Frederick Stouder, City Manager

Approved as to Form:
By: James Bullock
King County
Prosecuting Attorney's Office

Approved as to form:
By: Dawn Beitan
Kenmore City Attorney

EXHIBIT A SCOPE OF WORK

Part 1

Work will be under the direction of, City of Lake Forest Park, Public Works Superintendent. Work will be performed along street right-of-way and parks in the City of Kenmore.

Part 2 – TURF

1. All turf shall be mowed to a height of two inches to two and one-half inches.
2. All turf around posts, fences, trees, shrubs and other obstructions shall be trimmed at each mowing. Care will be taken not to damage structures or trees with equipment.
3. All turf areas shall be edged at sidewalks, curbs, and beds on a schedule specified in the Maintenance Schedule. Edging will be done with a bladed power edger. Edging of sidewalk and curbs shall be performed so as to expose the entire top surface.

Part 3 – TREES, SHRUBS AND GROUND COVER

1. Any damage to desirable plant material as a result of Contractor negligence will be remedied by the Contractor, at his or her expense, in a timely manner acceptable to the Contract Administrator.
2. Ground cover shall be trimmed at the edge of hard surfaces (sidewalks and curb), and bed areas. Ground cover shall be trimmed to prevent encroachment into shrub and tree areas.
3. Shrubs shall be trimmed or sheared to maintained desired shape and function as needed to provide a neat, trimmed appearance..

Part 4 – HARD SURFACES

1. Sidewalks, curbs and other hard surfaces shall be left free of leaves, litter and debris at the end of each mowing or trimming activity. The use of power blowers is acceptable; however, accumulations of debris must be removed from the site and not blown onto adjacent property or street surfaces.
2. Undesirable vegetation in sidewalks, curbs and other hard surfaces shall be removed.

Part 5 – DRAINAGE DITCHES AND CULVERTS

1. Identified drainage ditches shall be mowed and weedwhacked and culvert pipe ends opened. After cleaning drainage ditches all debris including grass or brush of any kind must be removed from the ditch
2. Culvert openings will be opened with hand tools only and so that the bottom of the drainage pipe is exposed.

Part 6 – OTHER SERVICES

1. Leaves shall be removed from all maintained areas including, turf, beds, and hard surfaces.
2. All litter, debris, and animal feces shall be removed from turf, beds, and hard surfaces.
3. All encroaching neighboring vegetation, including brush, trees, and shrubs, shall be kept away from roads, walkways and maintained areas. Vegetation shall be cut back approximately one-foot beyond the walkway edge and parallel with the plane of the walkway. A seven-foot vertical clearance must be kept along walkways for pedestrian clearance.
4. Windfall branches and debris shall be removed from all developed areas for disposal by the Contractor. Removal of wind fallen trees are not in the contract.

Exhibit B
Scope of Work
Provisions of Contract

Authorization of Work

All work shall be performed by request of Scott Walker, Lake Forest Park Public Works Superintendent.

The Contractor shall keep records of the following to be included with invoices:

1. Date that work was performed.
2. Detail of work performed.
3. Location of work performed.

City Contact/Project Manager
Jennifer Gordon, Public Works Operations Manager
jgordon@kenmorewa.gov
18120 68th Ave NE
PO Box 82607
Kenmore, WA 98028
(425) 398-8900
(206) 255-2527

EXHIBIT C

City of Kenmor
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, WA 98028-0607
Attn: Jennifer Gordon, Public Works
(425) 398-8900
fax (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided with a highlighted map of areas that have been swept.

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

**PUBLIC WORKS
CONTRACT FOR SERVICES
Surface Water System Cleaning and Video Services
Contract No. 09-C805**

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Bravo Environmental located at 6705 NE 175th St., Kenmore, Washington 98028 ("Contractor").

WHEREAS, the City desires to have certain services performed for its citizens;
and

WHEREAS, the City has selected the Contractor to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Contractor. The Contractor shall perform Surface Water System Cleaning and Video Services as described in Exhibit "A" of this Agreement. In performing the services, the Contractor shall comply with all federal, state and local laws and regulations applicable to the services. The Contractor shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Contractor:
[Check applicable method of payment]

_____ According to the rates set forth in Exhibit "B"

_____ A sum not to exceed \$100,000 annually.

The Contractor shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on October 26, 2009 and ending October 26, 2012, unless

sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Contractor and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will be solely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Contractor, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance.

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.

A. Minimum Scope of Insurance.

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

8. Record Keeping and Reporting.

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

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

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

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.

D. The Contractor reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the

Contractor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

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

13. Conflict of Interest. The Contractor represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Contractor is asked to perform services for a project with which it may have a conflict, Contractor will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Contractor shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Contractor and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

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

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

Attn. Jennifer Gordon, Public Works
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

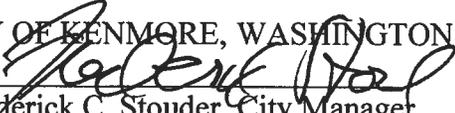
Notices to the Contractor shall be sent to the following address:

Bravo Environmental
6705 NE 175th St.
Kenmore, WA 98028

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this

Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON
By: 
Frederick C. Stouder, City Manager

Date: 11/4/09

CONTRACTOR
By: 

Title: President
Date: 11/3/09

ATTEST AS TO FORM:

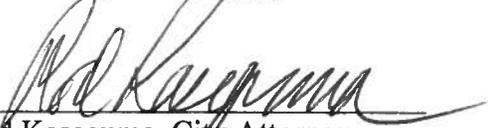

Rod Kaseguma, City Attorney

Exhibit A
Scope of Work
Provisions of Contract

Authorization of Work

All work shall performed by request of the Public Works Operations Manager or designated representative via Task Order by phone or email (including scanned map attachments).

The Contractor shall keep records of the following to be included with invoices:

1. Operator
2. Vehicle/Equipment Used
3. Date
4. Start time, End time
5. Highlighted Maps of areas inspected, cleaned, and/or video inspected
6. Number and type of structures cleaned and/or video inspected
7. Copies of all solids disposal receipts

City Contact/Project Manager
Jennifer Gordon, Public Works Operations Manager
jgordon@ci.kenmore.wa.us
7330 NE Bothell Way, Suite 201
PO Box 82607
Kenmore, WA 98028
(425) 398-8900 ext. 304
(206) 255-2527

Scope of Services

The Contractor for this project will be responsible for assessing the condition of various piped storm drainage systems within the City of Kenmore. This will include both cleaning and video inspecting the specified systems, as well as assigning a defect rating to abnormalities found during inspection.

The Contractor must maintain a regular work schedule approved by the City's Contract Administrator. An inventory map showing the systems to be assessed will be provided by the Contractor. A summation of footage cleaned and video inspected will be provided to the City on a weekly basis.

Prior to enter into a Contract, the City will meet with the apparent successful Contractor to review the Contractor's qualifications, equipment, confined space entry gear, and video software and equipment.

Cleaning

Storm lines must be thoroughly cleaned to allow for camera passage. The City of Kenmore will not be inspecting lines prior to cleaning. Some lines may contain considerable amount so sediment, slurry, etc. When tree roots are encountered, the Contractor shall utilize standard root cutting equipment to clear the storm line to allow camera for passage of the affected area. The Contractor will bear all costs associated with and Contractor equipment that becomes lodged in a storm drain pipe. The highest percentage of drainpipes will be 12" diameter, but all sizes listed on the Form #4 QUOTE SHEET may be encountered. All sediments will be removed from catch basins and manholes, encountered during cleaning. It will not be necessary for Contractor to clean detention systems and water quality facilities.

Disposal

The Contractor's prices will include hauling and disposal of vactor waste to an approved disposal facility. The Contractor must provide the City of Kenmore with copies of receipts for disposal of solids from an approved disposal facility.

Video

The Contractor shall provide video results in a DVD format. The defects will be listed by structure and grid number and include the distance away from the structure, a verbal description of said defect, and the severity ranking. The structure and grid number are obtained from inventory maps provided by the City.

The Contractor will be required to meet the North American Association of Pipeline Inspectors (NAAPI) standards (or equivalent) for the video inspection of pipelines and for reporting and description of defects observed during pipeline video inspection. Contractor personnel must be certified in NAAPI Standards (or equivalent).

Video Quality

The television camera and lighting used for the inspection shall be a quality suitable for a clear, in-focus picture of a minimum of six lineal feet of the entire inside periphery of the pipeline. Continuously displayed on the video recording shall be the date of the survey, a continuous forward footage read-out of the camera distance from the manhole or catch basin of reference, and the reference number of the structure form which the taping is originating. The travel speed of the camera shall be uniform and shall not exceed 25 feet per minute. The cameral shall be capable of full 360-degree pan and tilt inspection and the picture must be in color. A self-propelled camera will be necessary. The camera will

have the ability to be stopped, or backed up, for panning the interior wall at a 15 second delay to analyze conditions that appear unusual or uncommon. The picture at all times will be free of electronic interference and provide a clear stable image of the resolutions specified. Contractor must have a wheeled vehicle for camera mobility.

Two cameras in good working order shall be on the job site at all times (to prevent timely delays due to equipment malfunction). Most lines to be video inspected will be in the 12"-36" range. However, the Contractor must have equipment capable of inspecting lines up to 60" in a diameter with camera centered in line.

If video taping must be stopped due to a blockage in pipe that requires further cleaning, the end product provided to the City will be a video of the continuous run of pipe after cleaning. Lines with blockages or defects that cannot be cleared will be video inspected from each end of the system.

Defects must be easily located by City staff when reviewing the video results.

The 8"-12" diameter cross-over lines will first be candled using a light and mirror. If the condition of the line is unclear using this method, the Contractor will video inspect the pipe.

In the event the video operator observes conditions posing imminent failure of a pipeline, a snap shot of the defect shall be taken and the City Contract Administrator will be notified immediately.

The Contractor's software for condition assessment must be approved by the City prior to Contract award.

Digital Format

Contractor must have digital capabilities using a MPEG 1 format (or equivalent). All MPEG files will also have a reference number shown on written reports for easy retrieval of defects. The audio portion of the composite signal shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report.

Red Lining

When discrepancies are found during field operations, the Contractor will be responsible for making red lining changes to the storm grid maps used for this work. Redline changes will be neat and clearly legible for interpretation by City staff.

Reports

Audio reports shall be recorded on video by the operation technician as they are being produced and shall include the location of the pipeline, numbers of the manholes or catch basins involved, direction of travel, pipe dimension, materials, and description of the pipelines as they are encountered.

A title page will be shown on the video screen at the beginning of each pipe run. The title page will include the location of the pipeline, numbers of the manholes or catch basins involved, direction of travel, pipe dimensions, and pipe material. A written report will be prepared for each separate pipe run (structure to structure) and will include a title page and the location of each defect recorded in feet from starting structure. The visual and audio records shall become the property of the City upon completion of the project.

With their proposal, the Contractor will provide examples of written reports and video prepared for similar work.

Spreadsheets

Video inspection data will be provided to the City in a Microsoft Excel spreadsheet and in a format (data template) defined by the City in to assure date compatibility with and transferred date to the City's existing video inspection database.

Permits

The Contractor will obtain a Right-of-Way Use Permit prior to beginning work. The Permit for this project is free of charge and may be applied for through the Contract Administrator. The Contractor must also obtain a permit from Northshore Utility District for hydrant usage.

Traffic Control

Some of the pipes to be cleaned and video inspected will be on main arterial roadways and may require extensive traffic control. The Contractor will provide all traffic control necessary to complete these services. The Contractor will follow all City of Kenmore and MUTCD Standards and Procedures, as well as all conditions called out in the Right-of-Way Use Permit. Traffic control, such as lane closures, signage, etc., will be included in the Contractors line item unit price. The exception to this will be flagging which has its own line item.

Measurement and Payment

Measurement and payment shall be confirmed by the Contractor submitting City provided grid maps indicating work complete by highlighting pipe circuits and structures inspected and/or cleaned. Contractor shall differentiate inspection from cleaning by color coding grid maps.

The Contract price shall constitute full compensation for furnishing all labor, materials, and equipment for performing all work and operations required as specified herein. The Contract price shall include all overhead costs, transportation, insurance, profit and any other information cost related to work.

Payment for the complete work shall be considered full compensation and shall include all minor items required for a complete job but not specifically mentioned in the scope of services, and items mentioned in the scope of services but having a specific pay item.

Deliverables

- Specified drain systems will be thoroughly cleaned;
- All root intrusions in the piped system will be removed;
- Copies of all solids disposal receipts;
- DVD recordings of specified storm lines will be provided;
- Written reports detailing all location with defects including the video number;
- Photos of major defects posing immediate consequence of pipe failure;
- An electronic copy of all defect observations in specified Excel spreadsheets;
- An electronic copy of sever defects (to be established prior to commencing work) in Microsoft Access or Excel;
- Detailed invoices including worked hours, footages cleaned and video inspected, number and type of structures cleaned and structures inspected.
- Redline changes clearly indicated on grid maps provided by the City.

ITEM NO. 1 Video Inspect 6” through 18” diameter Lines; Contract price per linear foot (LF).

Video inspection of 6” through 18” diameter lines shall be described under Contract Scope of Services.

Measurement and payment shall be for the applicable items under Contract Deliverables and by highlighted grid maps identifying pipes inspected per linear foot for the billing period submitted.

ITEM NO. 2 Video Inspect 24” through >36” diameter Lines; Contract price per linear foot (LF).

Video inspection of 24” through >36” diameter lines shall be as described under Contract Scope of Services.

Measurement and payment shall be for the applicable items under Contract Deliverables and by highlighted grid maps identifying pipes inspected per linear foot for the billing period submitted.

ITEM NO. 3 Traffic Control; Contract price per hour (HR).

Contractor staff paid shall be certified as a traffic control flagger.

Measurement of payment shall be per hours paid for flagging support for project operations under this contract.

ITEM NO. 4 Clean Catch Basin Type 1; Contract price per each (EA).

Cleaning of CB Type 1 shall be as needed for Contractor video inspection operations.

Measurement and payment shall be for the applicable items under Contract Deliverables and by highlighted grid maps identifying structures cleaned per each for the billing period submitted.

ITEM NO. 5 Clean Catch Basin Type 2 (48"-96" diameter); Contract price per each (EA).

Cleaning CB Type 2 shall be as needed for Contractor video inspection operations. Measurement and payment shall be for the applicable items under Contract Deliverables and by highlighted grid maps identifying structures cleaned per each for the billing period submitted.

ITEM NO. 6 Clean 6" through 18" diameter drain pipe; Contract price per linear foot (LF).

Measurement and payment shall be for the applicable items under Contract Deliverables and by highlighted grid maps identifying pipes inspected per linear foot for the billing period submitted.

ITEM NO. 7 Clean 24" through >36" diameter drain pipe; Contract price per linear foot (LF).

ITEM NO. 8 Root Cutting and Removal; Contract price per liner foot (LF).

Root cutting shall be as needed for Contractor video inspection operations.

Measurement and payment shall be for the applicable items under the Contract Deliverables and by highlighted grid maps identifying pipes needing root cutting per linear foot for the billing period submitted.

ITEM NO. 9 Haul and Dispose of Drainage Wastes; Contract price per ton (TN). Haul and disposal of drainage wastes from cleaning operation of pipes and structures shall be as described under Contractor Scope of Services.

Measurement and payment shall be per the decanted ton weighed and as stipulated by the waste disposal manifest receipt.

Exhibit B
Rate Schedule

Video Inspection

ITEM NO.	Description	Unit	Unit Price
1	Video Inspect 6" through 12" lines	LF	\$.70
2	Video Inspect 15" through 18" lines	LF	\$.70
3	Video Inspect 24" through 36" lines	LF	\$.75
4	Video Inspect great than 36" lines	LF	\$.75
5	Traffic Control - Flagger	MHR	\$ 48.00

Cleaning

ITEM NO.	Description	Unit	Unit Price
1	Clean Type I Catch Basin	Each	\$ 25.00
2	Clean 48" – 96" Type II Catch Basin	Each	\$ 40.00
3	Clean 6" through 12" Storm Lines	LF	\$.65
4	Clean 15" through 18" Storm Lines	LF	\$.75
5	Clean 24" through 36" Storm Lines	LF	\$ 1.00
6	Clean greater than 36" Storm Lines	LF	\$ 1.00
7	Disposal of Solids	Ton	\$ 85.00
8	Root Cutting and Removal	LF	\$ 8.00
9	Traffic Control - Flagger	MHR	\$ 48.00

EXHIBIT C
City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, WA 98028-0607
Attn: Jennifer Gordon, Public Works
(425) 398-8900 ext. 304
fax (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Contractor: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

EXHIBIT D
CITY OF KENMORE
7330 NE Bothell Way, Suite 201
PO Box 82607
Kenmore, WA 98028-0607
(425) 398-8900
fax (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation

Partnership

Government Consultant

Individual/Proprietor

Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



MASTER INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

COMPANY: Waste Management National Services, Inc.
A WASTE MANAGEMENT COMPANY

By: _____
Authorized Signature (signature also required on second page)

Name: _____ Date: _____

Effective Date of Agreement: _____

CUSTOMER: City of Kenmore

By: _____
Authorized Signature (signature also required on second page)

Name: Erin Gordin Date: 4/14/09

Initial Term: 12 months

This Master Industrial Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and Waste Management National Services, Inc., on behalf of and as agent and attorney-in-fact for its subsidiaries and affiliates providing the services to Customer (such subsidiaries and affiliates are individually and collectively, as the context requires, hereinafter referred to as "the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. **Solid Waste** means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. **Special Waste** includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. **Hazardous Waste** means any toxic or radioactive substances, as such terms are defined by applicable federal, state, provincial or local laws or regulations. When Company handles special or hazardous waste for Customer, Customer will provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all waste material delivered by Customer to Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste in Exhibit A, the Confirmation Letter(s) or the Profile Sheet incorporated herein; (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Profile Sheet or Confirmation Letter; or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

3. TERM OF AGREEMENT; The Initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. The rates may be adjusted by Company to account for: any increase in disposal or fuel costs; any change in the composition of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. All rate adjustments as provided above and in Paragraph 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of receipt of each invoice from Company. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, Imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. ASSIGNMENT. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

12. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral,

between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

13. TERMINATION; Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested.

14. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

Agreed & Accepted

COMPANY: WASTE MANAGEMENT NATIONAL SERVICES, INC.

Signed: _____

CUSTOMER

Signed: 

Alaska Street Reload and Recycling

70 South Alaska Street, Seattle Washington 98106

Profile # 6501VB

PERMIT TO DISPOSE OF NON-HAZARDOUS MATERIALS

This permit authorizes disposal of Customer's waste materials in accordance with the Industrial Waste & Disposal Services Agreement dated Contract .

EXPIRES: 11/14/09

GENERATOR: CITY OF KENMORE

DESCRIPTION: STREET SWEEPINGS	VOLUME: 1000 tons/yr
<input type="checkbox"/> DRUMS <input type="checkbox"/> BR <input checked="" type="checkbox"/> ADC <input type="checkbox"/> CLEAN UP	
LOCATION: KENMORE, WASHINGTON	COUNTY: * King
CONTACT: SCOTT WALKER	PHONE: 206-957-2825
	FAX: 206-957-2820
Recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No	

BILLING: CITY OF KENMORE	PO#: N/A	JOB#: N/A
---------------------------------	-----------------	------------------

TYPE OF DISPOSAL/SPECIAL HANDLING : BULK, ADC
***** FAILURE TO SCHEDULE LOADS MAY RESULT IN REFUSAL AT GATE*****

APPROVED:  KRISTIN CASTNER DATE: 02/13/09 2:31:43 PM
--

A COPY OF THIS PERMIT MUST BE SHOWN BY EACH DRIVER

PROJECTS MUST BE SCHEDULED PRIOR TO SHIPPING CALL : 425-766-3168



WASTE MANAGEMENT

HAZARDOUS WASTE IS STRICTLY PROHIBITED

Facsimile Transmittal

To: Scott Walker Fax: 206-957-2820

From: Marjorie McGowan Date: 2/13

Re: _____ Pages: 5

CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

Notes:
Hello Scott,

I left you a voicemail earlier regarding our information being obsolete. Can you please fill out and sign, both ~~first~~ and second pages? We need one for each city. If you have any questions please give me a call at 503-493-7871.

Thank you
Marjorie

.....