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17301 – 133<sup>rd</sup> Avenue NE  
Woodinville, WA 98072

( 06-180 )  
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**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF WOODINVILLE AND THE CITY OF SPOKANE  
FOR HEARING EXAMINER SERVICES**

This agreement is entered into between the Cities of Spokane and Woodinville, jointly referred to hereinafter as the "parties."

**RECITALS**

WHEREAS, pursuant to RCW 39.34.080, the parties may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the City of Spokane has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City of Woodinville wishes to make use of the City of Spokane's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City of Spokane Hearing Examiner is duly admitted member of the Washington State Bar Association and is knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, THE PARTIES HEREBY AGREE AS FOLLOWS:

**TERMS**

1. PURPOSE. This agreement is to provide a mechanism whereby the City of Woodinville can use the services of the City of Spokane's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed by the City of Woodinville.

2. PAYMENT. The City of Woodinville agrees to pay for such services at the hourly rate set forth in Attachment "A, but with respect to any specific case or proceeding, not more than may be negotiated by the parties in writing prior thereto. The City of Spokane under this agreement shall submit an invoice for reimbursement to the City of Woodinville after such services have been requested and rendered. Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item. The parties understand and acknowledge that the City of Spokane's Hearing Examiner shall not be considered as an employee of the City of Woodinville when performing services pursuant to this agreement.

Payment shall be made payable to the City of Spokane, c/o the City Treasurer, Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3333.

3. AGREEMENT NOT EXCLUSIVE. The City of Spokane's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Woodinville. This agreement is not exclusive and the City of Woodinville may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance of resolution.

4. DURATION. This agreement is effective upon signature by both parties and filing as required by law, and shall be effective for a period of one (1) year thereafter. The parties acknowledge that the availability of the Hearing Examiner is contingent upon the amount of work and the number of hearings which must be held by the Hearing Examiner. The City of Spokane does not guarantee that its Hearing Examiner will be available at all times requested by the City of Woodinville.

5. DECISIONS. The Hearing Examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the Hearing Examiner, including the ordinances and resolutions of the City of Woodinville under this agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the examiner shall exercise his best efforts to render a written decision with findings and conclusions within ten (10) working days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by the requesting party.

6. ADMINISTRATIVE SUPPORT. The City of Spokane shall supply its own necessary administrative support services for the City of Woodinville's hearing. The Findings, Conclusions and Decision shall be in the format as shown in Attachment "B" hereto. The City of Woodinville shall supply the hearing room, recording equipment, notifications, and copies of applicable

regulations, policies, and reports. The City of Spokane shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The City of Spokane may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. Commencement of Hearing Examiner. The City of Woodinville shall request either in writing or email the Hearing Examiner for authorization to proceed with respect to a particular matter or proceeding.

8. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this agreement. No property will be acquired, held or disposed of. The City of Woodinville Development Services Director shall serve as the administrator of this agreement.

9. LIABILITY. (a) CITY OF WOODINVILLE shall indemnify and hold harmless CITY OF SPOKANE and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY OF WOODINVILLE, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such claim, action, loss or damages is brought against CITY OF SPOKANE, the CITY OF WOODINVILLE shall defend the same at its sole cost and expense; provided that CITY OF SPOKANE reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY OF SPOKANE, and its officers, agents, and employees, or any of them, or jointly against CITY OF SPOKANE and CITY OF WOODINVILLE and their respective officers, agents, and employees, CITY OF WOODINVILLE shall satisfy the same.

(b) CITY OF SPOKANE shall indemnify and hold harmless CITY OF WOODINVILLE and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY OF SPOKANE, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such claim, action, loss or damages is brought against CITY OF WOODINVILLE, the CITY OF SPOKANE shall defend the same at its sole cost and expense; provided that CITY OF WOODINVILLE reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY OF WOODINVILLE, and its officers, agents, and employees, or any of them, or jointly against CITY OF

WOODINVILLE and CITY OF SPOKANE and their respective officers, agents, and employees, CITY OF SPOKANE shall satisfy the same.

(c) The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. TERMINATION. Either party may terminate this agreement upon thirty (30) days written notice to the other party. If the agreement is terminated, each party shall reimburse the other for services performed pursuant to this agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.

11. NOTICES. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses.

City of Woodinville  
Attn: Development Services Director  
17301 – 133<sup>rd</sup> Avenue NE  
Woodinville, WA 98072

City of Spokane  
Attn: Hearing Examiner's Office  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

12. VENUE. This agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within King County, Washington.

13. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

14. STAFF ADVICE. The City of Woodinville shall be responsible for providing reasonable staff consultation to the Hearing Examiner pro tem in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.

15. ALL WRITING AS CONTAINED HEREIN. This agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

16. RECORDING. This agreement shall be recorded with the Spokane County Auditor and the King County Auditor after its approval by both parties hereto, or posted on each of the parties' websites.

17. RISK OF LOSS. The City of Spokane shall be and remain solely responsible for the safety of any employee or agent performing services pursuant to this agreement, and shall take all protections reasonably necessary for that purpose. All such services shall be performed at the City of Spokane's sole risk, and the City of Spokane shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with such services.

IN WITNESS WHEREOF, the parties hereby execute the above agreement.

Dated this 15th day of November, 2006



CITY OF SPOKANE

By: [Signature]  
Its: Deputy Mayor  
Date: 11/14/06

ATTEST/AUTHENTICATED

By: [Signature]  
City Clerk

APPROVED AS TO FORM

By: [Signature]  
Office of the City Attorney

CITY OF WOODINVILLE

By: [Signature]  
Its: City Manager  
Date: 12/15/06

ATTEST/AUTHENTICATED

By: [Signature]  
City Clerk

APPROVED AS TO FORM

By: [Signature]  
Office of the City Attorney

Attachment "A"  
Service Provider Schedule of Rates

Hearing Examiner Services	\$125.00 per hour
Administrative Support Services	\$25.00 per hour

City of Spokane Hearing Examiner and Administrative Support Services are not authorized to work overtime without advance written approval from the Development Services Director. A regular workweek per person consists of 40 hours, Monday through Sunday and shall be applied on a per employee basis, PROVIDED, that City of Spokane shall, in good faith, reasonably grant priority to City of Woodinville assignments received under this Agreement in order to minimize the extent to which the above overtime rates shall apply to said assignments. Authorized overtime would be at the following rates per hour, as applicable:

Hearing Examiner Services	\$187.50
Administrative Support Services	\$37.50

City of Spokane shall be reimbursed for all travel expenses at cost, associated with City of Woodinville Hearing Examiner Services, provided the travel expenses are pre-approved by City of Woodinville before expenses are incurred.

All reimbursements for meals consumed while on City of Woodinville Hearing Examiner business shall be entitled to reimbursement not to exceed the following schedule, including tax and tip, based on vendor receipt:



Breakfast	\$12.00
Lunch	\$17.00
Dinner	\$30.00

RECEIVED

OCT 11 2006

CITY OF WOODINVILLE  
DEVELOPMENT SERVICES

BEFORE THE HEARING EXAMINER  
FOR THE CITY OF WOODINVILLE


In the Matter of the Application of	)	NO. PPA2006-050
	)	
	)	
	)	
For Preliminary Plat Approval.	)	FINDINGS, CONCLUSIONS AND DECISION
_____	)	

**SUMMARY OF DECISION**

Preliminary plat approval to subdivide 2.5 acres into 12 single-family residential lots is **GRANTED**, subject to conditions.

**SUMMARY OF RECORD**

Request:



 Inc. requests approval of a preliminary plat to subdivide 2.5 acres into 12 single-family residential lots. The subject property is located at 14041 NE 171<sup>st</sup> Street, in Woodinville, Washington.

Hearing Date:

An open record hearing on the request was held before the Hearing Examiner for the City of Woodinville on September 28, 2006.

Testimony:

At the open record hearing the following individuals presented testimony under oath:

- Mr. Steve Munson, City Planner
- Mr. , Applicant Representative
- Mr. 

Exhibits:

At the open record hearing the following exhibits were admitted as part of the official record:

- Exhibit 1 Staff Report
- Exhibit 2 Preliminary Plat Application
- Exhibit 3 Letter of Completed Application
- Exhibit 4 Published Notice of Application with Comment Period
- Exhibit 5 Affidavit of Site Posting for Notice of Application
- Exhibit 6 Stormwater System Design – Infiltration Evaluation
- Exhibit 7 Development Consistency Checklist
- Exhibit 8 Northshore School District School Walk Safety Assessment

*Findings, Conclusions, and Decision*  
City of Woodinville Hearing Examiner  
One Fortieth Place, No. PPA2006-050

- Exhibit 9 Density Calculations
- Exhibit 10 IntoLight Division of PSE Lighting Report
- Exhibit 11 Title Report
- Exhibit 12 Vicinity Map
- Exhibit 13 Preliminary Subdivision Site Plan and Road Profile
- Exhibit 14 Preliminary Utilities Plan
- Exhibit 15 Preliminary Grading Plan
- Exhibit 16 Preliminary Drainage Plan
- Exhibit 17 Tree Preservation Plan
- Exhibit 18 Environmental Checklist
- Exhibit 19 SEPA Determination (SEP2006-051)
- Exhibit 20 Woodinville Water District Certificate of Sewer Availability
- Exhibit 21 Geotechnical Report
- Exhibit 22 Woodinville Water District Certificate of Water Availability
- Exhibit 23 Transportation Impact Fee Workbook
- Exhibit 24 Notice of Public Hearing
- Exhibit 25 Affidavit of Posting of Public Hearing
- Exhibit 26 Deviation from Standards Request 1
- Exhibit 27 Deviation from Standards Request 2
- Exhibit 28 Deviation from Standards Request 3
- Exhibit 29 Deviation from Standards Request 4
- Exhibit 30 Landscape Plan
- Exhibit 31 Letter from [REDACTED] opposing application, received by City of Woodinville [REDACTED] on August 8, 2006
- Exhibit 32 Letter from [REDACTED] to [REDACTED] Planning Director, dated August 7, 2006, regarding SEP2006-051, received by City of Woodinville [REDACTED] on August 8, 2006
- Exhibit 33 Complete page 5 of Exhibit 1 to city of Woodinville Staff report to the Hearing Examiner for [REDACTED] Preliminary Plat Application PPA2006-050, dated September 21, 2006
- Exhibit 34 Letter dated September 24, 2006 from [REDACTED] to Cindy Baker, Director of Development Services, Woodinville Planning Department

The Hearing Examiner allowed the record to remain open until October 2, 2006, to receive the following documents, which were also made part of the official record:

- Exhibit 35 King County Sensitive Area Folio Maps, dated December 1990
- Exhibit 36 City of Woodinville Transportation and Infrastructure Standards (TISS) Sections 1.4 – 1.4.2.3, referenced by “City of Woodinville Arterial Street Plan and Neighborhood Street Plans”, included on page 13, City Staff Report.

Upon consideration of the testimony and exhibits submitted at the open record hearing, the Hearing Examiner enters the following Findings and Conclusions:

### FINDINGS

1. [REDACTED], Inc. (the Applicant) requests preliminary plat approval to subdivide 2.5 acres into 12 single-family residential lots and one tract, Tract 1, to provide lot access. The subject property is located at 14041 NE 171<sup>st</sup> Street, at approximately 140<sup>th</sup> Place NE, in Woodinville, Washington.<sup>1</sup> *Exhibit 1, page 6; Exhibit 2; Exhibit 13.*
2. The Applicant proposes to develop eleven of the twelve lots on the subject property. Lot 12 will remain undeveloped. The Applicant would retain twelve significant trees within Lot 12. Lot 11 contains an existing house and garage, which will remain on the subject property. The existing house will be hooked up to the water service and sanitary side sewer the Applicant will connect to the new subdivision. The on-site septic system and drainfield currently serving the house will be removed. A garage currently located between Lots 6 and 7 will also be removed. *Exhibit 1, page 3; Exhibit 14; Exhibit 17.*
3. The City received the Applicant's preliminary plat application on June 15, 2006. The City published notice of the received application and posted notice on the subject property on July 3, 2006. The City published notice of the public hearing associated with the application on September 11, 2006. *Exhibit 1, page 16; Exhibit 4; Exhibit 5; Exhibit 24.*
4. The subject property is located south of NE 171<sup>st</sup> Street, and west of 141<sup>st</sup> PI NE. The subject property contains no critical areas, as defined by the Woodinville Municipal Code. The site slopes to the south at an average 2-3% grade. On-site soils are characterized as Sand and Loamy Sand, soils compatible with urban development. *Exhibit 1, pages 7 and 8; Exhibit 6; Exhibit 21; Exhibit 30; Exhibit 35.*
5. Woodinville Medical Center – Urgent Care is located to the west of the property along NE 171<sup>st</sup> Street. Woodland Hills Condominiums and Bellevue Christian School are located to the north of the property. Large lot, single-family residential development lies to the south of the property, and large lot, single family tracts lie to the east of the property. *Exhibit 1, page 7; Exhibit 12; Exhibit 30.*
6. The single family tracts to the east are zoned R-8 Residential. The property to the south is part of unincorporated King County, and is classified RA 2.5-SO, Rural Area with Special District Overlay. The parcels to the west are zoned R-6, Office, and Central Business District. The parcels to the north are zoned Central Business District and R-18 Residential. *Exhibit 1, page 7; Exhibit 12.*

<sup>1</sup> The subject property is identified by Tax Parcel No. [REDACTED]. *Exhibit 1, page 6.* The subject property's legal description is found on the Landscape Site Plan map. *Exhibit 30.*

7. The subject property is zoned R-8 Residential, permitting eight dwelling units per acre, with a minimum lot size of 2,500 sq. ft., a minimum lot width of 35 feet. The subject property contains 1.76 acres of developable land, subtracting 0.74 acres required for roadway and stormwater detention construction from the 2.5 acre total site area. Because the R-8 zone permits 8 dwelling units per acre, up to fourteen (14) dwelling units would be permitted on the subject property.<sup>2</sup> The proposed subdivision would contain 11 dwelling units, on lots ranging from 5,339 square feet to 9,743 square feet. No lot would be less than 35 feet wide. *Exhibit 1, pages 5-7 and 12; Exhibit 13; Testimony of [REDACTED]; [REDACTED]; Testimony of Mr. Munson.*
8. At the public hearing, [REDACTED] questioned why the preliminary plat application was under consideration by the City, given the City's moratorium on development in the R-1 zone, which permits one dwelling unit per acre. Mr. Munson testified that the moratorium only affected development in the R-1 zone, so did not affect this application, which proposed development within the R-8 zone. *Testimony of [REDACTED]; Testimony of Mr. Munson.*
9. The City Comprehensive Plan designates the subject property Moderate Density Residential. Comprehensive Plan Goals and Policies applicable to the proposal include:
- a. Policy LU-1.2.1: Encourage future developments in areas with the capacity to absorb development;
  - b. Policy LU-1.2.2: Encourage development in areas where adverse environmental impacts can be minimized;
  - c. Policy LU-2.2: Connect residential, open space, and recreational areas by an appropriately planned network of streets, walkways, bicycle paths, and utility corridors;
  - d. Policy LU-3.1: Encourage development that complements the existing residential development patterns in Woodinville's neighborhoods;
  - e. Policy LU-3.2: Preserve the existing natural environment of Woodinville's neighborhood;
  - f. Policy LU-3.3: Maintain a safe, pleasant place to live;
  - g. Policy LU-3.8: Permit a range of densities and variety of housing to meet the needs and income of residents;

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<sup>2</sup> When calculations result in a fraction, WMC 21.12.070(3) directs that fractions of .50 or above shall be rounded up; and fractions below .50 shall be rounded down. The density calculation for the proposed subdivision yields 14.08 dwelling units per acre; thus, according to WMC 21.12.070(3), up to 14 dwelling units would be allowed within the proposed subdivision.

- h. Policy LU-5.6: Enhance and protect water quality through control of runoff and best management practices;
- i. Policy LU-5.11: Control clearing and grading;
- j. Goal H-1.1: Allow for a variety in lots and housing styles;
- k. Goal PRO-2: Ensure adequate enriching recreational activities for the citizens of Woodinville;
- l. Policy PRO-2.1: Create a diversity of new facilities and opportunities;
- m. Policy CD-2.2: Require native vegetation;
- n. Policy CD-3.1.2: Ensure new development reflects the characteristics of the site, protect sensitive areas and reflect natural topography and vegetation;
- o. Policy CD-4.1: Promote pedestrian amenities;
- p. Policy T-2.1: Require development to pay its fair share toward transportation improvements to help mitigate impacts;
- q. Policy T-10.3: Maintain continuity of the street pattern by avoiding street system gaps, half streets, and dead-end streets not having turnaround provisions;
- r. Policy T-10.7: Encourage traffic-calming (speed reduction) features in residential neighborhoods; and
- s. Policy U-2.1: Require connection to the municipal water system.

*Exhibit 1, pages 8-12; City Comprehensive Plan.*

10. The City reviewed the environmental impacts of the proposed subdivision as required by the State Environmental Policy Act (SEPA), and considered the environmental checklist submitted by the Applicant. The City determined that the proposal would not have a probable, significant adverse impact on the environment, and issued a Determination of Non-Significance (DNS) on July 24, 2006. *Exhibit 1, page 16; Exhibit 18; Exhibit 19.*
11. The City received two public comment letters in response to the DNS. One letter, sent by [REDACTED], stated his opposition to the preliminary plat application unless [REDACTED] property at 17040 141<sup>st</sup> PI NE, Woodinville, Washington, would be connected to a sewer line. Another letter, sent by Ray Sturtz, requested extension of the existing sewer line to four lots west of the proposed subdivision. Mr. Munson testified that neither of these letters stated an appeal of the DNS issued by the City for the proposal. No DNS appeals were filed. *Exhibit 1, page 17; Exhibit 31; Exhibit 33; Testimony of Mr. Munson.*

12. The proposed subdivision includes Tract 1, a 552-foot long cul-de-sac road providing access to subdivision lots at approximately 140<sup>th</sup> PI NE. The access road would intersect with NE 171<sup>st</sup> Street, which would provide primary vehicular access to the proposed subdivision. Tract 1 would include a turnaround 441 feet south of the NE 171<sup>st</sup> Street intersection. The turnaround would stretch twenty feet east from the access road, between Lots 5 and 6, providing access to Lots 5 and 6. The preliminary site plan map includes a sewer easement running along the south side of the turnaround. *Exhibit 1, pages 4 and 6; Exhibit 13.*
  
13. The City Transportation Infrastructure Standards and Specifications (TISS) permit street right-of-way widths and intersection centerline offsets as approved by the City Public Works Director. The City Engineer granted four deviations from the TISS, each affecting Tract 1's design. The first deviation allowed a 52-foot right-of-way, with two 14-foot paved travel lanes, to be constructed within Tract 1, though the TISS would require a 60-foot right-of-way and two 18-foot paved travel lanes. The first deviation also permitted the Applicant to replace a required six foot planter strip and adjacent six foot sidewalk along the west side of the right-of-way with a six foot parking aisle and six foot landscaping strip along the west side of the right-of-way. The Applicant will construct the required six-foot planter strip and adjacent six-foot sidewalk on the east side of the right-of-way. Parking will not be allowed on the east side of the right-of-way. *Exhibit 1, page 4; Exhibit 26; Exhibit 36; Testimony of Mr. Munson.*
  
14. The second deviation granted by the City Engineer allowed the Applicant to extend the cul-de-sac road from the maximum-allowed 500 feet to 552 feet, because the turnaround at 441 feet would meet International Fire Code access road standards for emergency vehicle turnaround. *Exhibit 1, page 4; Exhibit 27; Testimony of Mr. Munson.*
  
15. The third deviation granted by the City Engineer allowed the Applicant to install a driveway serving Lots 11 and 12 along the subdivision access road, approximately 112 feet south of the intersection of the subdivision access road and NE 171<sup>st</sup> Street, though the TISS require at least 125 feet between driveways. Similarly, the fourth deviation permitted by the City Engineer allowed the Applicant to place the subdivision's access road only 70 feet away from the Woodinville Medical Center driveway, located to the west of the subdivision along NE 171<sup>st</sup> Street. Mr. Munson testified that these deviations would result in better lot access, better traffic circulation within the plat, and traffic calming along NE 171<sup>st</sup> Street. *Exhibit 1, page 4; Exhibit 28; Testimony of Mr. Munson.*
  
16. Proposed subdivision construction will generate twelve AM peak period vehicle trips. Pursuant to City Ordinance 356, fees of [REDACTED] per dwelling unit will be assessed upon building permit issuance to mitigate traffic impacts of subdivision development. The Applicant must also construct 171<sup>st</sup> Street NE frontage improvements to bring the street up to City Transportation Infrastructure Standards and Specifications, to mitigate traffic impacts of subdivision development. Frontage improvements will include:

concrete sidewalk, curb and gutter, landscaping, and a streetlight. *Exhibit 1, page 5; Exhibit 13; Exhibit 23; Testimony of [REDACTED]; Testimony of Mr. Munson.*

17. IntoLight, a division of Puget Sound Energy (PSE), reviewed proposed subdivision street lighting and noted that in addition to planned improvements, a street light would be required just east of the subject property (NE 171<sup>st</sup> Street and 141<sup>st</sup> PI NE) to maintain City of Woodinville lighting level and uniformity criteria for NE 171<sup>st</sup> Street, a Residential Collector Street. *Exhibit 10.*
18. At the public hearing, [REDACTED] expressed his concern about stormwater drainage within the proposed subdivision, and the impact of subdivision stormwater runoff on neighboring properties. The subject property is essentially level, with a 2-3% change in grade and a 10-foot rise in elevation between the north and south property. Stormwater runoff generated by proposed subdivision development would be collected and treated on-site, through on-site infiltration vaults and an on-site, underground pre-settling vault. Dwelling roof drains would be tight-lined to the stormwater collection system. *Exhibit 1, page 6; Exhibit 16; Testimony of [REDACTED]; Testimony of [REDACTED].*
19. The Woodinville Water District will provide sewer and water services to the proposed subdivision. Each lot in the development will be connected to the District's sewer and water systems, pending construction of site collection and distribution systems by the Applicant. *Exhibit 1, page 19; Exhibit 13; Exhibit 14; Exhibit 20; Exhibit 22.*
20. At the public hearing, [REDACTED] expressed his concern about tree removal on the subject property, and spoke in favor of ensuring privacy of existing lots abutting the subject property's southern edge. Large Douglas fir trees exist along the subject property's southern edge. Those trees will be removed by the Applicant to expose lots along the southern property line to daylight, and to reduce risk of trees falling on houses to be constructed on the lots. The Applicant will construct a six-foot high cedar fence and establish landscaping to separate the existing lots from the proposed lots along the subject property's southern edge. *Exhibit 17; Testimony of Mr. Foote; Testimony of Mr. Bauer.*
21. Woodinville Municipal Code (WMC) Section 21.16.130 requires retention or replanting of thirty tree credits per buildable acre in a subdivision. Because the subject property contains 1.76 buildable acres, 54 tree credits must be retained or replanted on the property pursuant to WMC 21.16.130. The Applicant plans to remove forty-four significant trees from the subject property, and retain 13 significant trees inside the property lines and three trees outside or on the property lines. The 16 trees total 49.6 credits.<sup>3</sup> The Applicant will add eight (8) three-inch caliper trees on the subject property, for another 4.8 credits. *Exhibit 1, pages 6 and 9; Exhibit 17; Testimony of [REDACTED]; Testimony of Mr. Munson.*

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<sup>3</sup> Tree credits are calculated according to tree caliper at breast height. *See* WMC 21.16.130.

22. The Applicant will not provide any on-site recreational space within the proposed subdivision. In-lieu of recreation space provision, the Applicant will pay a park mitigation fee to the City upon building permit issuance for future capital park construction/purchase.<sup>4</sup> *Exhibit 1, pages 10 – 11 and 13.*
23. The Northshore School District would serve the proposed subdivision. Currently, sidewalks sufficient to ensure safe walking conditions to and from District schools do not exist in the vicinity of the proposed subdivision. To alleviate unsafe walking conditions, student residents of the proposed subdivision will be bussed to District schools. A public transit stop and park & ride lot is located on 140<sup>th</sup> Avenue NE, east of the proposed subdivision. The Applicant will construct a six-foot sidewalk on the east side of the subdivision access road to improve walking conditions for student residents. *Exhibit 1, page 15; Exhibit 8; Testimony of [REDACTED]; Testimony of Mr. Munson.*
24. Because Northshore School District enrollments have declined recently, the Applicant need not pay fees to the District to mitigate impacts of the proposed subdivision on District capacity. *Testimony of Mr. Munson.*
25. At the public hearing, the Applicant voiced no objection to City-recommended conditions for preliminary plat approval. *Testimony of [REDACTED]; Testimony of Mr. Munson.*

## CONCLUSIONS

### Jurisdiction

The Hearing Examiner is granted jurisdiction to hear and decide preliminary plat applications pursuant to Woodinville Municipal Code (WMC) Section 20.08.030.

### Criteria for Review

To approve a preliminary plat, the Hearing Examiner must find that the following criteria set forth in WMC 20.06.020 are satisfied:

- A. **Goals and Policies.** The proposal conforms to the goals, policies, criteria and plans set forth in the City of Woodinville comprehensive plan, community urban forestry plan, and parks, recreation, and open space plan;
- B. **Development Standards.** The proposal conforms to the development standards set forth in WMC Title 21, Zoning Code;
- C. **Subdivision Standards.** The proposal conforms to the requirements of WMC 20.06.020 - Review and Approval Criteria for Subdivisions, WMC 20.06 - Subdivisions and WMC 17.09.020 – Project Permit Application;
- D. **Proposed Street System.** The proposed street system conforms to the City of Woodinville public infrastructure standards and specifications and neighborhood street plans, and is

<sup>4</sup> The Applicant will pay a fee of [REDACTED] per dwelling unit, or [REDACTED] in accordance with City Ordinance 399 or the fee current upon building permit issuance. *Exhibit 1, pages 11 and 13.*

laid out in such a manner as to provide for the safe, orderly and efficient circulation of traffic;

- E. Utilities. The proposed subdivision or short subdivision will be adequately served with City approved water and sewer, and other utilities appropriate to the nature of the subdivision or short subdivision;
- F. Layout of Lots. The proposed layout of lots, and their size and dimensions take into account topography and vegetation on the site in order that buildings may be reasonably sited, and that the least disruption of the site, topography, trees and vegetation will result from development of the lots;
- G. Geologically Stable Soil. Identified hazards and limitations to development have been considered in the design of streets and lot layout to assure street and building sites are on geologically stable soil considering the stress and loads to which the soil may be subjected;
- H. Safe Walking to School Procedures. Safe walking to school procedures, as established by the City, have been met;
- I. Tree Preservation. Tree preservation has been considered in accordance with the community urban forestry plan and tree preservation requirements have been adequately met.

Conclusions Based on Findings

1. **With conditions, the proposal conforms to the goals, policies, criteria, and plans set forth in the City of Woodinville Comprehensive Plan, community urban forestry plan, and parks, recreation, and open space plan.** Subdivision development will occur in an area zoned for residential development and surrounded by existing residential development, but not in an area subject to the City development moratorium. The proposed subdivision will not have a probable, significant adverse impact on the environment. Significant trees will be preserved. The subdivision access road and sidewalk will connect to the right-of-way and sidewalk on NE 171<sup>st</sup> Street, ensuring street and pedestrian walkway connectivity. Subdivision access road design will encourage speed reduction along NE 171<sup>st</sup> Street. The Applicant will pay park mitigation fees in-lieu-of recreational space provision, and will pay fees to mitigate subdivision transportation impacts. The subdivision will be connected to the Woodinville Water District.

Conditions of approval are necessary to ensure that erosion and sedimentation resulting from subdivision development is adequately controlled using best management practices, that stormwater is adequately controlled, and that site clearing is sensitive to existing native vegetation. *Findings 1, 2, 5 – 10, 15, 16, 18 – 22.*

2. **As proposed, the project would be consistent with the density and dimensional standards of the R-8 zoning district and would be compatible with surrounding**

development. Proposed subdivision density is consistent with the density provisions of the City Code. No lot would be less than the minimum lot size or minimum lot width. Proposed subdivision density would be consistent with surrounding zoning districts. Residential development would be consistent with surrounding land use. *Findings 1, 5 – 8.*

3. **With conditions, the proposal would be consistent with the subdivision standards set forth in WMC Chapter 20.06, including those pertaining to lot standards, easements, water supply, sewage disposal, storm drainage, watercourses, street right-of-way widths, street lighting and recreation.** The City published notice of preliminary plat application and notice of the associated public hearing. Subdivision lots would meet minimum lot size and lot width standards for the R-8 zone. Woodinville Water District would provide water and sewer service to the proposed subdivision. Stormwater runoff from the subdivision would be collected and impounded on-site, then routed off-site through a District sewer connection. The preliminary plat map includes a streetlight just east of the subject property at NE 171<sup>st</sup> Street and 141<sup>st</sup> PI NE. The Applicant will pay a park mitigation fee to the City upon building permit issuance.

Conditions of approval are necessary to ensure the proposed subdivision would meet the maximum lot impervious area limit, contain appropriate utility and sewer easements, would contain approved street lighting, would manage stormwater in compliance with the 2005 King County Surface Water Design Manual, meet City TISS for NE 171<sup>st</sup> Street and 140<sup>th</sup> Place NE, would show street right-of-way limits, and would meet maximum lot impervious area limits. *Findings 1, 3, 7, 12, 17 – 19, 22.*

4. **With the deviations granted by the City engineer, the proposed street system conforms to City of Woodinville standards and would provide for the safe, orderly, and efficient circulation of traffic.** *Findings 13 - 15.*
5. **Municipal water and sewer service connections would be provided to each lot.** *Finding 19.*
6. **With conditions, the layout of the lots takes into account site topography and provides for minimal disruption of the site, topography, and vegetation.** Conditions of approval are necessary to ensure that site clearing is sensitive to existing vegetation, that appropriate native vegetation is used in site re-vegetation and landscaping, and that a Landscape Plan and Tree Retention Plan is submitted and approved prior to land clearing permit or construction permit issue. *Findings 1, 2, 4, 7, 20, 21.*
7. **A geotechnical study concluded that the site soils are suitable for urban residential development. Design of the lots and the stormwater system considered site grades and topography.** *Finding 4.*
8. **With conditions, the proposed subdivision meets safe walking to school procedures,**

as established by the City. Student subdivision residents will be bussed to Northshore School District Schools to remedy the lack of safe student walking conditions in the vicinity of the proposed subdivision. The Applicant will also construct a sidewalk on the east side of the subdivision access road to improve student walking conditions.

Conditions of approval are necessary to ensure that infrastructure improvements, including sidewalks, are constructed per City approval. *Findings 23 and 24.*

9. **With conditions, the proposal satisfies the tree preservation requirements set forth in WMC 21.16.** A condition of approval would ensure that an approved tree preservation plan is in place prior to commencement of site work which retains clearly identified, adequate tree credits consistent with City Code. *Findings 20 and 21.*

### DECISION

Based upon the preceding Findings and Conclusions, the request for preliminary plat approval to subdivide 2.5 acres into 12 single-family residential lots is **GRANTED**, subject to the following conditions:<sup>5</sup>

1. As provided for under the City of Woodinville Municipal Code and the City of Woodinville Comprehensive Plan, and analysis by the Northshore School District Number 417, it has been determined that this development will not have an adverse impact on the School District. The applicant is not required to pay school mitigation. Approval of this plat provides for its vesting from school mitigation fees.
2. The applicant, prior to issuance of any clearing and grading permits, shall submit a Temporary Erosion and Sedimentation Control (TESC) Plan as well as a plan marking and fencing trees to be preserved. Fencing shall be located at least five feet outside of the drip line of the preserved trees.
3. Fire hydrants shall be installed in compliance with requirements of the City Engineer and the Fire Marshall.
4. A note shall be placed on the final plat that requires infiltration, dispersion, or tight-lining directly into the stormwater collection system for the appropriate method of stormwater disposal from rooftops.
5. Park mitigation equal to [REDACTED] per dwelling unit (Ordinance 399) or that figure currently approved by the City for park mitigation shall be paid to the City at the time of issuance of each single family building permit.
6. Municipal water and sanitary sewer will be used exclusively on the site.
7. The Interim Development Services Director shall have the authority to direct the developer or the developer's on-site representative to immediately cease activities and redirect their

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<sup>5</sup> This decision includes conditions required to reduce project impacts as well as conditions required to meet City Code standards.

resources toward resolving a specific environmental problem created on the construction site, which in the Director's opinion needs immediate resolution in order to prevent further degradation. Failure by the developer or the developer's representative to redirect their labor and/or equipment to resolve the problem shall result in an immediate Stop Work order being placed on the construction site and resolution of the problem by the City or by a City approved contractor. The developer will be billed for City contract costs and/or costs for time and materials involved in resolving the problem. Billable costs shall include a penalty of 10% of the assessed cost. City invoices must be paid prior to removal of the Stop Work order.

8. Street lighting shall be in compliance with city standards as approved by the City Engineer and as recommended by IntoLight division of PSE.
9. The City Engineer shall approve all plans for city infrastructure and shall approve such installation prior to acceptance by the City.
10. As per the City Engineer all public road and drainage improvements must be completed with the allowed exception for the final lift of asphalt, landscaping, and street lighting prior to Final Plat approval. Security must be provided for City allowed exceptions prior to Final Plat approval.
11. All utilities shall be underground within the development.
12. A stormwater management plan shall be approved by the City Public Works Department prior to any on-site construction.
13. Best management practices shall be implemented in the installation of infrastructure and any site grading approved by the city.
14. Mail routes and mailbox locations shall be approved by the postmaster. Mailbox locations shall also be approved by the City Engineer to insure they do not interfere with traffic sight distances.
15. The face of the plat shall contain the following information: Sidewalks and landscape planter strips, including trees, located in the easements adjacent to 140<sup>th</sup> Place NE shall be maintained by the homeowners association and the adjacent property owner. In such case where maintenance has not been performed to City standards as exemplified by the City, the City shall have the option to perform the required maintenance or to contract for such maintenance. The City shall then bill the association and/or the property owner for the accrued cost of maintenance including administration costs. If City invoices are not paid by the property owner within ninety (90) days of the date of billing, the City shall attach a lien against said property. Provide also a plat survey with legal descriptions and notes as per the City Engineer.
16. A maintenance bond in the amount of twenty (20%) percent of the cost of the city infrastructure shall be submitted to the City prior to final plat approval. The maintenance bond shall be for a period of up to two years as determined by the City Engineer. During the bonding period, the City shall inspect the installed infrastructure at the City's discretion. Any

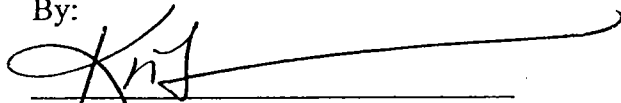
infrastructure that appears defective or has deteriorated beyond normal expectation for the bonding period shall, at the City Engineer's or designee's direction, be repaired or replaced to the satisfaction of the City. The repairs and/or replacement must be completed within the same time period determined by the City Engineer or designee.

17. The stormwater system shall be designed to ensure that offsite properties are not adversely affected by stormwater from the subject property.
18. NE 171<sup>st</sup> Street and 140<sup>th</sup> Place NE improvements shall be made as designated on the preliminary road profile and sections submittal and all striping and channelization shall be done in accordance with plans to be approved by the City Engineer.
19. Clearing of the site should include sensitivity to existing vegetation of cleared areas to moderate surface water runoff. Appropriate native vegetation shall be used in re-vegetation areas and in street frontage landscape areas. Tree protection and retention conditions are recommended to preserve those remaining significant trees.
20. Submittal of a Landscape Plan and Tree Retention Plan, showing trees to be retained, method of marking and fencing for protection of such trees (five feet beyond the drip line), proposed boulevard trees, their size and species with planting details and method proposed to irrigate the tree plantings. The information shall be submitted and approved prior to the issuance of a land clearing permit and/or construction permit.
21. All cleared and graded areas of the subdivision shall, as soon after grading as possible, be covered with mulch and/or seeded as an erosion control procedure.
22. The following items shall be identified on the face of the Final Plat:
  - a) Show 10 foot utility easements outside the street right-of-way;
  - b) Include joint use access and egress to lots 5 and 6 within the dedicated sewer easement;
  - c) Label and show street right-of-way limits;
  - d) Indicate drainage shall be in accordance with the 2005 King County Surface Water Design Manual; and
  - e) Indicate impervious surface areas allowed on each lot in accordance with WMC, Sec. 21.12.030 (14).

Decided this 10<sup>th</sup> day of October, 2006.

DRISCOLL & HUNTER  
City of Woodinville Hearing Examiners

By:

  
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KRISTEN J. LARSON