



**CITY OF WOODINVILLE  
PLANNING COMMISSION MEETING  
WEDNESDAY, APRIL 26, 2023 – 7:00 PM  
IN-PERSON MEETING | COUNCIL CHAMBERS**

This meeting will be live streamed on the City's website. Meetings are also broadcast on Woodinville TV and are available on both Comcast (channel 21) and Zply Fiber (channel 41). You may join the meeting via telephone as an audience member only by dialing +1 206-397-0678 Conference ID: 910 764 71# . There is opportunity for public comment via email, please see below.

**AGENDA**

---

**CALL TO ORDER** 7:00 pm

**ROLL CALL** 7:01 pm

**FLAG SALUTE** 7:02 pm

**APPROVE AGENDA IN CONTENT AND ORDER** 7:03 pm

**PUBLIC COMMENTS** 7:04 pm

Public Comments provide an opportunity for the public to address the Commission on any city related subject, which is not of a quasi-judicial nature or scheduled for a public hearing. Comments should be limited to three minutes per individual or if representing a group.

**COUNCIL LIAISON REPORT** 7:10 pm

**BUSINESS and DISCUSSION ITEMS** 7:20 pm

1. Draft Planning Commission Minutes 03/22/2023  
[Minutes](#)
2. Continued Discussion: Climate Action Plan Project Overview and Update  
[Staff Report](#)  
[Presentation](#)
3. Public Hearing: Off-Street Parking Regulations

You can submit comments by emailing [PublicComments@ci.woodinville.wa.us](mailto:PublicComments@ci.woodinville.wa.us) by 7:00 pm the day of the meeting. Please

put "Off-Street Parking Regulations" in the subject line. These comments will be forwarded to the Planning Commission and will be included in their discussions. Or, if you prefer to provide testimony during the public hearing, you can do so in-person or you can call +1 206-397-0678 and enter conference ID: 910 764 71#. You can use \*6 to mute/unmute during the hearing. Five minutes are allowed for comments.

[Staff Report](#)  
[Presentation](#)

4. Discussion: Green Partners Development Agreement

[Staff Report](#)  
[Presentation](#)

**PUBLIC COMMENTS** 8:45 pm

**DIRECTOR'S REPORT** 8:48 pm

5. Proposed Planning Schedule

[Schedule](#)

6. New Permit Applications Submitted in the Weeks Ending 03/17/2023, 3/24/2023, 03/31/2023, 04/07/2023 and 04/14/2023

[Report](#)

7. Development Services Monthly Report

[Report](#)

**REPORTS OF COMMISSIONERS AND ISSUES TO BE FORWARDED TO CITY COUNCIL** 8:53 pm

**ADJOURNMENT** 9:00 pm

---

If you wish to provide public comment virtually, you may do so by submitting a written statement to [PublicComments@ci.woodinville.wa.us](mailto:PublicComments@ci.woodinville.wa.us). Any comments received by 5:00 p.m. the day of the meeting may be read during the first public comment period. And comments received by 8:00 p.m., may be included in the second time slot for public comments.

To ensure your comments are received and read at the proper meeting, your email must include:

- The group (City Council, Planning Commission, Public Spaces Commission)
- Date of the meeting your comments are intended for
- Your name
- Whether or not you live in the City limits of Woodinville
- Agenda Item and/or subject your comments are related to

Emails without this information may not be read at the meeting. Three minutes are allowed for comment. And, in accordance with normal procedure, messages of an overly repetitive or inappropriate (vulgarity) nature may also not be read at the discretion of the meeting Chair.

---

City of Woodinville, Washington  
**PLANNING COMMISSION REGULAR MEETING MINUTES OF MARCH 22, 2023**  
Woodinville City Hall City Council Chambers, 17301 133rd Avenue NE, Woodinville, WA

<a href="#"><u>CALL TO ORDER</u></a>	The meeting of the Woodinville Planning Commission was called to order at 7 p.m. by Chair Stadler.
<a href="#"><u>ROLL CALL</u></a>	<p><u>Planning Commissioners Present:</u> Chair Kevin Stadler, Vice-Chair Steve Yabroff, Commissioner David Edwards, Commissioner Jorge Meza, and Commissioner Kat Turcotte.</p> <p><u>Absent:</u> Commissioner Shengquan Liang, Commissioner Chad Krepps.</p> <p><u>City Staff Present:</u> Robert Grumbach, Development Services Director, Amanda Almgren, Planning Manager, Kelsey Loch, Associate Planner, Kevin O'Neill, Assistant to the City Manager, Yvonne David, Sr. Administrative Assistant, Councilmember Rachel Best-Campbell, and Sophia Perez, Utter.</p> <p><b>MAIN MOTION: to excuse Commissioner Liang. (00:00:50)</b>  <b>Motion by: Vice-Chair Steve Yabroff</b>  <b>Second by: Commissioner David Edwards</b>  <b>Action for the Main PASSED 5 - 0 (00:00:59)</b>  <b>Motion:</b>  <b>Vote: Ayes: Chair Kevin Stadler, Vice-Chair Steve Yabroff, Commissioner David Edwards, Commissioner Jorge Meza, and Commissioner Kat Turcotte.</b>  <b>Nayes: None.</b>  <b>Abstain: None.</b></p>
<a href="#"><u>FLAG SALUTE</u></a>	Chair Stadler led the flag salute.
<a href="#"><u>APPROVE AGENDA IN CONTENT AND ORDER</u></a>	There were no changes requested in the order and content of the agenda.
<a href="#"><u>PUBLIC COMMENTS - None</u></a>	
<a href="#"><u>COUNCIL LIAISON REPORT</u></a>	Councilmember Best-Campbell reported on a request for a Major Modification to the Woodin Creek Village Development Agreement related to residential uses on the ground floor on the future 138th Ave NE extension. The Council offered an incentive related to 80% AMI. The Council also reviewed and approved ARCH's 2023 Housing Work Program and Administrative Budget as well as the ARCH 2022 Housing Trust Fund Recommendation. She responded to a Commission question

	regarding the status of the 25 affordable rental units in the Woodgate development.
<b><u>BUSINESS and DISCUSSION ITEMS</u></b>	
<b><u>Draft Planning Commission Minutes 02/22/2023</u></b>	<p><b><u>Minutes</u></b></p> <p><b>MAIN MOTION: approve the minutes of February 22, 2023. (00:05:55)</b></p> <p><b>Motion by: Vice-Chair Steve Yabroff</b></p> <p><b>Second by: Commissioner Kat Turcotte</b></p> <p><b>Action for the Main PASSED 5 - 0 (00:06:21)</b></p> <p><b>Motion:</b></p> <p><b>Vote: Ayes: Chair Kevin Stadler, Vice-Chair Steve Yabroff, Commissioner David Edwards, Commissioner Jorge Meza, and Commissioner Kat Turcotte.</b></p> <p><b>Nayes: None.</b></p> <p><b>Abstain: None.</b></p>
<b><u>Briefing: Climate Action Plan Project Overview and Update</u></b>	<p><b><u>Staff Report</u></b></p> <p>Assistant to the City Manager Kevin O'Neill provided background on the Citywide 2022-2026 Strategic Plan that included creation and adoption of a Climate Action Plan, the State Department of Commerce grant the City received to prepare the CAP and integrate it into the Comprehensive Plan, and the City engaging Cascadia Consulting Group to assist with developing the CAP.</p> <p>Nicole Gutierrez, Project Manager, Cascadia Consulting Group, reviewed the City and Cascadia project team, what is a CAP and a Climate Element, and methods of integrating climate action into updates of the City's Comprehensive Plan.</p> <p>Questions and discussion followed regarding what would be included in a model climate element, sample actions and strategies that will be presented in the future, how the City becomes more resilient in the face of climate change, identifying the effects of climate change on Woodinville, definition of resiliency, concern with the accelerated timeline to prepare the CAP, and preparing a vulnerability assessment.</p> <p>Ms. Gutierrez reviewed development of the CAP including recent achievements and what is underway now, community engagement, and future Commission discussion topics.</p> <p>Mr. O'Neill encouraged Commissioners to take the survey regarding the CAP and to encourage others to take it.</p>



	<p>Questions and discussion followed regarding the goal to reduce GHG emissions; community resiliency; specifying metrics and KPIs; a suggestion to include metrics regarding access to essential services, vulnerable populations, and economic impact to Woodinville; Department of Commerce's menu option; community stakeholders; a suggestion to include Woodinville Water District as a stakeholder; deadline for completing the survey; and informing the Commission if the survey deadline is extended.</p>
<p><a href="#"><u>Continued Discussion: 2023 Annual Docket of Comprehensive Plan Amendments</u></a></p>	<p><a href="#"><u>Staff Report</u></a></p> <p>Development Services Director Robert Grumbach reviewed a citizen-initiated 2023 annual docket application to amend the Future Land Use Map to change the Low-density designation to Central Business for a 0.63 acre split zoned parcel located in Old Town which supports rezoning the R-4 portion of the lot to Central Business. He described how the split zoning occurred and reviewed the purpose and allowed uses and densities in the CBD, approval criteria, and next steps.</p> <p>Questions and discussion followed regarding difference between the zoning map and King County parcel viewer, concern with removing residential zoning when the state is seeking more housing, residential uses allowed in the CBD zone, whether adjacent R-4 zoned properties would seek CBD zoning, development restrictions on the adjacent lot to the west, unintended consequences, and the total size of the parcel.</p> <p>Commissioners suggested scheduling a public hearing in May.</p>
<p><a href="#"><u>Discussion: Signage Code Update</u></a></p> <p><a href="#"><u>PUBLIC COMMENTS - None</u></a></p>	<p><a href="#"><u>Staff Report</u></a></p> <p>Associate Planner Kelsey Loch provided an introduction regarding the code definition of a sign, why signs are regulated, First Amendment freedom of speech protections related to signs, important terms, why the sign code needs to be updated, general approach to the update, public outreach, and types of signs. Mr. Grumbach highlighted examples in the packet of court decisions that influence sign regulations.</p> <p>Questions and discussion followed regarding flags that are exempt from sign regulations, temporary versus permanent signs, attachments to A-frame signs, and enforcement of A-frame signs.</p> <p>Mr. Grumbach reviewed next steps.</p>

<b><u>DIRECTOR'S REPORT</u></b>	Mr. Grumbach reviewed the proposed Planning Schedule. In response to a Commission question, Planning Manager Amanda Almgren provided an update on the Housing Action Plan process.
<b>Proposed Planning Schedule</b>	<a href="#"><u>Schedule</u></a>
<b>New Permit Applications Submitted in the Weeks Ending 02/17/2023, 2/24/2023, 03/03/2023 and 03/10/2023</b>	<a href="#"><u>Report</u></a>
<b>Development Services Monthly Report</b>  <b><u>REPORTS OF COMMISSIONERS AND ISSUES TO BE FORWARDED TO CITY COUNCIL</u></b>	<a href="#"><u>Report</u></a>  Commissioner Meza wished everyone a Happy Spring.  Chair Stadler wished everyone a Happy Palindrome Day.
<b><u>ADJOURNMENT</u></b>	With no further business, Chair Stadler adjourned the meeting at 8:25 p.m.



CITY OF WOODINVILLE, WA

## PLANNING COMMISSION STAFF REPORT

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

[WWW.CI.WOODINVILLE.WA.US](http://WWW.CI.WOODINVILLE.WA.US)

---

<b>To:</b>	Planning Commission	<b>Date:</b> April 26, 2023
<b>By:</b>	Kevin O'Neill, Assistant to the City Manager	
<b>Subject:</b>	Comprehensive Plan Climate Element	

---

**ISSUE:** Receive presentation on the Climate Action Plan and its incorporation into the Comprehensive Plan.

### BACKGROUND:

The process of creating a City Climate Action Plan (CAP) began with the adoption of the City's first 5-year Strategic Plan where the City Council formally identified Care for the Natural Environment and Ecosystems to be a priority and the seventh of eight initiatives that were to be used to guide the City. Specifically, Council called for the creation of a CAP to occur during the 2023/2024 biennium. With that guidance, staff moved forward with applying for a grant with the Department of Commerce to fund the CAP. Council accepted award of said grant in September of 2022 and soon thereafter staff began advertisement for a consultant to assist with the creation of the CAP. Council authorized the award of a Professional Services Agreement to Cascadia Consulting Group on November 15, 2022, and the project formally kicked off in January of 2023.

The CAP, when completed, will provide a range of strategies and actions the City can execute to reduce greenhouse gas (GHG) emissions in focus areas such as buildings, transportation, land use, waste, while also protecting natural areas and water quality. The CAP will also address actions to improve community resilience to some of the impacts of climate change that we are already experiencing. The final CAP will serve as a resource for City staff, elected officials, and residents that will offer both near term and long-term strategies and actions that will help Woodinville reach emission reduction targets and improve resiliency. In addition, Cascadia will be assisting City staff to develop and identify amendments to support Climate Action integration into updates of the City's Comprehensive Plan and associated codes.

The Planning Commission was introduced to the CAP project at the March 22 meeting where the basic elements of the project were discussed. Focus now shifts from an introduction conversation to the specifics regarding how elements of the CAP will be incorporated into the Comprehensive Plan.

### DISCUSSION:

Washington's Growth Management Act (GMA) requires quickly growing Washington cities and counties to develop comprehensive plan elements that respond to challenges associated with population growth. These elements or chapters must address several goal areas including environmental protection, affordable housing, and accessible transportation. The 2023 Washington House Bill (HB) 1181 (previously HB 1099) has passed the Legislature and is expected to be signed into law by the Governor. This bill will require the integration of climate mitigation and adaptation policies into county and city comprehensive plans. These required policy changes will address climate emissions and impacts, while considering co-benefits and

integration with other planning documents such as housing, transportation, and land use. This is a legislative priority of King County and several cities have already begun the process of integrating climate policies into comprehensive plans before it is required.

As a directive of HB 1181, the Washington Department of Commerce has initiated a multiyear project to develop a model element, as well as guiding policies and actions for addressing climate issues in city and county comprehensive plans. This Commerce guidance provides pathways to integrate both a climate resilience and mitigation element into a comprehensive plan, either as a set of integrated policies or standalone element. Cities are encouraged to assess their climate impacts and risks, seek input from key stakeholders and communities, and pursue pathways that modify existing or create new policies to address greenhouse gas (GHG) emissions and increase community resilience.

The Climate Action Plan that the City is currently developing can provide a suite of policies to consider integrating into the 2024 Comprehensive Plan update.

For reference, links to the HB 1181 legislation and the Department of Commerce guidance is provided below:

- WA Department of Commerce Climate Program page: <https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-topics/climate-change/>
- HB 1181 Legislative Report: <https://lawfilesexternal.wa.gov/biennium/2023-24/Pdf/Bill%20Reports/Senate/1181-S2.E%20SBR%20APS%2023.pdf?q=20230418120819>

The objective of this agenda item is to provide begin the conversation on how the City should address incorporating climate mitigation and adaptation policies into the Comprehensive Plan.

**RECOMMENDED MOTION:**

*None. This item is for discussion only.*

**OVERVIEW**

The Woodinville CAP will provide a strategic framework that will offer a suite of strategies and actions aimed to **reduce greenhouse gas (GHG) emissions** and **identify opportunities to increase climate resilience within the community**.



Focus Areas	Action ID Code	Goal
Buildings & Energy	BE	Reduce building emissions through energy efficiency, building electrification, and renewable energy.
Transportation	TR	Reduce greenhouse gas emissions from transportation by expanding the use of electric vehicles, increasing multimodal transportation options, and improving cycling and pedestrian infrastructure.
Consumption & Materials Management	CM	Reduce community waste and the greenhouse gas emissions generated from consuming and disposing of goods and materials.
Water & Natural Systems	NS	Foster climate resilient natural landscape by preserving and expanding vital habitats, ecosystems, and natural resources, and conserving water resources.
Community Resilience	CR	Ensure that all Woodinville residents are prepared for current and future climate impacts.




Indicates that an action is specific to municipal operations.

\*Included within focus areas, there will be actions that intersect with land use planning and actions specific to municipal operations

**DRAFT STRATEGY AND ACTION INFORMATION**

Focus Area	Strategy	ID	Action Short Name	Action Description
Buildings & Energy	Building decarbonization	BE1.1	WA State Building and Energy Code compliance	Support the transition from natural gas in new buildings by implementing building codes that align with the policies outlined by the Washington State Building Code Council and Washington State Energy Code.
Buildings & Energy	Building decarbonization	BE1.2	Heat pump program expansion	Partner with Puget Sound Energy (PSE) to expand regional electric heat pump rebates to replace natural gas-powered furnaces and increase energy efficiency in City and residential buildings.
Buildings & Energy	Building decarbonization	BE1.3	Contractor incentive & training program	Work with regional jurisdictions and agencies to expand upstream and midstream incentives for building electrification retrofits to local distributors and contractors.
Buildings & Energy	Building decarbonization	BE1.4	Green Power promotion	Enroll City facilities and encourage/promote businesses and residents to enroll in Puget Sound Energy's (PSE) Green Power Program.
Buildings & Energy 	Building decarbonization	BE1.5	Municipal carbon neutrality	Develop and further invest in a program to achieve carbon neutrality for city facilities, operations, and services. This could include actions such as: Increasing solar installation, electric fleet, etc.
Buildings & Energy 	Reduce energy use in new & existing municipal buildings	BE2.1	Municipal energy efficiency retrofits and weatherization	Encourage early adoption of efficiency retrofits to City buildings before they are required through local or state mandates. Explore funding opportunities such as grants and low-interest loan funds.
Buildings & Energy	Reduce energy use in new & existing buildings	BE2.2	Residential efficiency retrofits and weatherization	Partner with Puget Sound Energy (PSE) and other local organizations to provide and promote energy efficiency & weatherization rebates. Programs encouraging commercial & residential adaptation measures (green roofs, cool pavement) of other state, regional, and national incentive programs should be explored.
Buildings & Energy	Reduce energy use in new & existing buildings	BE2.3	WA Clean Buildings Act education	Promote state resources to increase awareness of the WA Clean Buildings Act for building owners, which requires buildings over 50,000sf to reduce Energy Use Intensity 15% compared to the 2009-2018 average.
Buildings & Energy	Increase energy resilience to climate impacts	BE3.1	Resilient energy operations & infrastructure	Support and coordinate with PSE on the timely expansion, maintenance, operation, and replacement of utility infrastructure in order to meet the anticipated demand for identified growth. As economically and technically feasible, support plans on installation of utility scale battery energy storage system facilitates (BESS) and distributed energy resource (DER) options.
Buildings & Energy	Increase energy resilience to climate impacts	BE3.2	Community solar projects	Create incentives and continue to explore grant opportunities to support community solar projects to improve local energy resilience by accelerating improvements to the energy grid and solar energy storage.

Focus Area	Strategy	ID	Action Short Name	Action Description
Transportation	Transition to non-fossil fuel vehicles & equipment	TR1.1	Public EV Infrastructure Plan	Develop and implement an EV Charging Infrastructure Plan that guides expansion of EV charging capacity throughout the city. Expand EV charging infrastructure across the city, including at City buildings, multi-family homes, apartment buildings, major employer buildings, and parking garages.
Transportation	Transition to non-fossil fuel vehicles & equipment	TR1.2	EV Charging Requirements	Mandate EV charging infrastructure in new residential buildings and EV charging stations in newly constructed apartment buildings.
Transportation	Transition to non-fossil fuel vehicles & equip.	TR1.3	Electric vehicles & equipment community education	Create EV and electric equipment communication and outreach programs that explains the benefits of EVs, rebates available for EV or electric equipment purchasing, EV charger locations, and other helpful info.
Transportation 	Transition to non-fossil fuel vehicles & equip.	TR1.4	Municipal vehicle electrification	As feasible, transition the municipal vehicle fleet to all electric.
Transportation	Reduce vehicle travel	TR2.1	Expand multi-modal services	Partner with Transit providers to expand, maintain, & enhance multimodal services and facilities, including better first-last mile access to transit and ensuring affordability of services. Work with third-party programs and businesses to increase the availability, accessibility, and convenience of shared mobility options.
Transportation	Reduce vehicle travel	TR2.2	Promote transit-oriented development	Promote dense, mixed-use, and transit-oriented developments (TOD) through incentives or requirements for transportation demand management (TDM) measures, including minimizing parking structures in favor of transit, rideshare, walking, and biking. Ensure future development avoids siting sensitive uses near high-volume roadways, to protect sensitive groups from transportation related air pollution.
Transportation	Reduce vehicle travel	TR2.3	Commute trip reduction	Continue to implement and promote the commute trip reduction (CTR) program and encourage work from home and flexible schedules for Woodinville employers and residents that commute out of the City.
Transportation	Reduce vehicle travel	TR2.4	Residential walkability and cycling enhancement	Continue to improve walkability and bicycle paths between residential neighborhoods, schools, and commercial areas.
Transportation	Support the reduction of aviation emissions	TR3.1	Regional aviation coordination	Adopt a proclamation in support of regional and industrial efforts to reduce regional aviation emissions by promoting the use of sustainable aviation fuel and aviation fuel efficiency measures.
Consumption & Materials Mgt	Divert waste from landfills	CM1.1	Increase residential recycling and composting	Expand recycling and compost service for single-family and multifamily properties that is adequate to serve the number of tenants and provide technical assistance to help compost successfully. Consider the implications of implementing an organics disposal bans and/or requiring services.
Consumption & Materials Mgt	Divert waste from landfills	CM1.2	Increase commercial recycling and composting	Expand commercial recycling and organics collection and service, including making recycling and organics disposal as convenient as garbage and ensure compliance with HB 1799. Consider the implications of implementing an organics disposal bans and/or requiring services.
Consumption & Materials Mgt	Divert waste from landfills	CM1.3	Strengthen construction and demolition diversion requirements	Adopt & enforce KC's Construction & Demolition waste diversion requirements. Support policies, tools, and programs to reduce construction-related emissions, including sourcing low embodied carbon materials.
Consumption & Materials Mgt 	Reduce waste generation	CM2.1	Implement a sustainable purchasing policy for municipal operations	Adopt a sustainable purchasing policy that prioritizes products that (1) meet environmental standards or certifications; (2) are locally sourced; (3) can be recycled or composted at end of life.
Consumption & Materials Mgt	Reduce waste generation	CM2.2	Support the transition to a circular economy	Collaborate with King County's Solid Waste Division (SWD's Re+ Program) and other jurisdictions to develop and implement a circular economy framework.
Consumption & Materials Mgt	Reduce waste generation	CM2.3	Solid waste emissions reduction	Collaborate with King County to develop plans to reduce local emissions from the collection, transport, and disposal of Woodinville's waste.
Consumption & Materials Mgt	Reduce waste generation	CM2.4	Sustainable Packaging	Collaborate with local businesses to increase awareness of state policies that promote packaging with the lowest lifecycle GHG emissions and of programs that provide financial assistance for businesses to go green.
Consumption & Materials Mgt	Reduce waste generation	CM2.5	Garden access and creation	Support the development and access to community gardens at shared spaces and organizations such as schools, churches, parks, etc.
Consumption & Materials Mgt	Reduce waste generation	CM2.6	Reuse of tools and products	Support community reuse programs like tool libraries or Buy Nothing groups in order to reduce overall consumption rates.

Focus Area	Strategy	ID	Action Short Name	Action Description
Water & Natural Systems	Expand, protect, and improve green spaces and natural ecosystems	NS1.1	Enhance Woodinville's woodland character	Support the implementation of the Community Urban Forestry Plan, including encouraging residents and property owners to expand tree planting on private property. Offer tree-awareness campaigns and classes to educate the community on tree planting best practices and develop tree planting demonstration programs.
Water & Natural Systems	Expand, protect, and improve green spaces and natural ecosystems	NS1.2	Expand green spaces to increase carbon sequestration potential & community resilience.	Require open space set-asides, such as parks, for new development. Ensure equitable access to parks, green space, and recreational services for all residents by evaluating gaps in green space and prioritizing expansion in these neighborhoods.
Water & Natural Systems	Expand, protect, and improve green spaces and natural ecosystems	NS1.3	Increase climate resiliency by preserving & restoring ecosystem services.	Develop comprehensive urban landscape strategy (for public & private projects) to create additional natural areas & preserve the function of existing ones under a changing climatic. Including increasing tree canopy in areas subject to urban heat island effect and protecting/enhancing/restoring existing natural flood storage.
Water & Natural Systems	Use less water and improve water management	NS2.1	Low-impact development	Replace outdated stormwater infrastructure and create low-impact development (LID) policies and guidelines specific to Woodinville. Guidelines and policies may include incentivizing LID for construction and remodels and encouraging the replacement of old stormwater infrastructure with permeable pavement, bioswales, rain gardens, and vegetated roofs to protect water quality.
Water & Natural Systems	Use less water and improve water mgt	NS2.2	Salmon friendly landscape standards	Continue the "Salmon Friendly" program by funding green solutions that capture pollution from rainwater runoff, such as rain gardens, cisterns, and native landscapes. The program should seek to reduce pollution in stormwater runoff of both private and public projects.
Water & Natural Systems	Use less water and improve water mgt	NS2.3	Water reuse support and education	Support KC efforts to expand recycled water reuse for landscape & agriculture irrigation and educate the community on the financial & environmental benefits water reuse & encourage rainwater & greywater use.
Community Resilience	Mitigate climate impacts on communities	CR1.1	Climate risk evaluation	Conduct, and periodically update, a climate vulnerability and risk assessment that includes a focus on the built environment, communities, and natural systems. Use assessment findings to evaluate changes to land use planning and building codes to enhance resilience.
Community Resilience	Mitigate climate impacts on communities	CR1.2	Climate-driven displacement mitigation strategies	Identify and expand community-centered anti-displacement strategies and climate-resilient infrastructure to mitigate housing insecurities exacerbated by climate change.
Community Resilience	Mitigate climate impacts on communities	CR1.3	Urban heat resilience planning & response	Develop and implement an urban heat resilience plan or strategy that includes heat mitigation and management actions to prepare for and respond to chronic and acute heat risk in the community. The strategy should be informed by an urban heat island mapping effort and may include coordinated efforts such as cooling centers, early warning systems, development/land use codes, and energy grid resilience.
Community Resilience	Mitigate climate impacts on communities	CR1.4	Plan for climate impact hazards & emergencies	Ensure specific climate impacts are included in Hazard Mitigation Plan and Emergency Management Plan updates.
Community Resilience	Engage the community in climate action	CR2.1	Climate education and awareness	Partner with local schools & organizations to expand climate education campaigns to encourage the Woodinville community to advocate for local climate mitigation and adaptation efforts at the state and federal level. Develop a climate outreach & education program to support ongoing community engagement.
Community Resilience	Engage the community in climate action	CR2.2	Climate partnerships	Partner with King County, neighboring cities, community groups, and tribes to advance regional initiatives to improve climate mitigation measures and increase community resilience to climate change.
Community Resilience	Engage the community in climate action	CR2.3	Engagement opportunities & feedback incorporation	Provide ample engagement opportunities around climate issues to incorporate feedback into ongoing programs & initiatives. Intentionally engage communities that are most affected by proposals and plans.
Community Resilience	Mainstreaming climate change into planning & decision-making	CR3.1	Emissions reduction tracking	Collaborate with King County on regional emissions tracking and maintain a publicly available platform to track CAP and GHG reduction progress.
Community Resilience	Mainstream climate change into planning & decision-making	CR3.2	Climate considerations in government	Consider climate impacts when reviewing or approving major City developments, infrastructure-changes, policies, etc.
Community Resilience	Mainstreaming climate change into planning & decision-making	CR3.3	Increase City capacity for CAP implementation	Establish the position of Climate Action Manager to coordinate implementation of the CAP and communicate efforts within City and with other jurisdictions and entities. Continue to build City employee climate change awareness by offering trainings in considering climate impacts in their day-to-day decisions at work.







# CAP Integration into the Comprehensive Plan Update

Planning Commission Meeting | April 26, 2023

# Project Team



## City of Woodinville



**Kevin O'Neill**  
Project Manager



**Alana Winston**  
Community  
Engagement  
Coordinator

## Cascadia Consulting Group



**Gretchen Muller**  
Principal-in-Charge  
& Strategic Advisor



**Nicole Gutierrez**  
Project Manager



**Hailey Weinberg**  
GHG Emissions &  
Strategy Analyst



**Jenna Decker**  
Communications &  
Engagement Lead

# Meeting Goals



Review the requirements to integrate **climate resiliency** and **mitigation** goals and policies into Woodinville's Comprehensive Plan.



Review how we can use the **Climate Action Plan** to guide development of the **Climate Element/** climate **goal and policy integration**.



Gather **feedback** and preview future Planning Commission discussion topics.



# Climate Element Requirements



# House Bill 1181

“Improving the state's response to climate change by updating the state's planning framework.”

- Passed the Legislature (April 17<sup>th</sup>)
- Governor needs to sign (As of April 26<sup>th</sup>)



# HB 1181 – Climate Element Requirements

## Mitigation

- Result in reductions in overall GHG emissions generated by transportation and land use.
- Reduce vehicle miles traveled.
- Prioritize reductions that benefit overburdened communities.

## Resilience

- Identify, protect, and enhance natural areas.
- Identify, protect, and enhance community resiliency to climate change impacts.
- Address natural hazards created or aggravated by climate change.

# Dept. Commerce Guidance



- The Washington State Legislature tasked the Department of Commerce to develop guidance for counties and cities to address climate change issues within their comprehensive plans.
  1. Sets **additional requirements** for compliance.
  2. Provides detailed **pathways** jurisdictions can take to develop a Climate Element.



# Dept. Commerce Guidance

- Additional requirements for compliance.
  - Requires the selection of at **least one climate resilience goal and supportive policy** within each of the model climate element's 11 sectors.
  - Requires **mitigation policies with a demonstrated ability to reduce greenhouse gas emissions and per capita vehicle miles traveled.** Does not need to have an emissions mitigation goal and policy within all the model climate element's 11 sectors.

Priority Sectors	Includes...
Agriculture	Production and distribution
Buildings & Energy	Generation, transmission, and consumption
Cultural Resources & Practices	Historic sites and cultural resources and practices
Economic Development	Business continuity, opportunities
Emergency Management	Preparedness, response, and recovery
Human Health	Community well-being and engagement
Ecosystems	Land and water species and habitat
Transportation	Multimodal travel and infrastructure
Waste Management	Materials recycling and disposal
Water Resources	Water quality and quantity
Zoning & Development	Site use, design, and other development facets



# Climate Element Requirements

## Mitigation

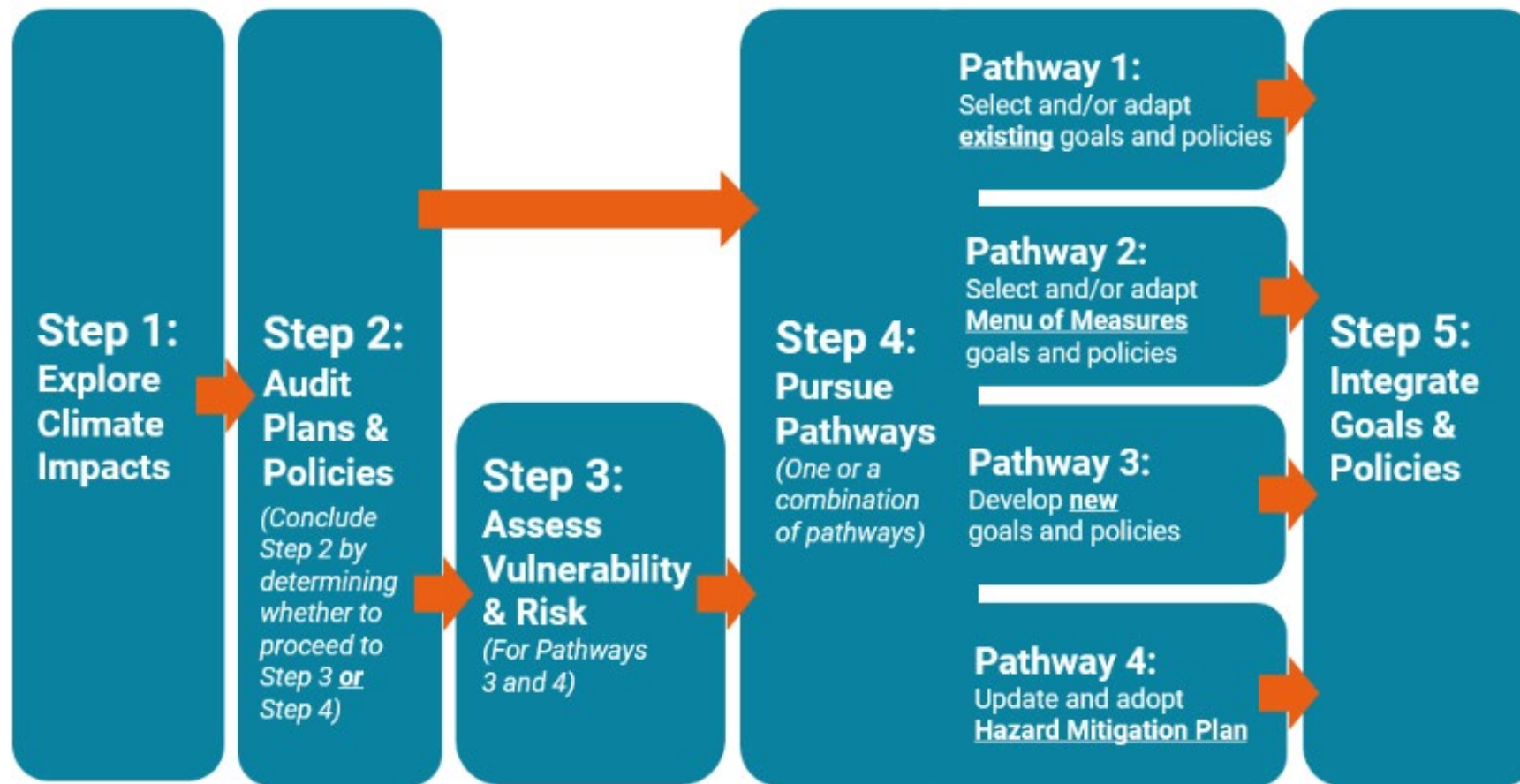
- Result in reductions in overall GHG emissions generated by transportation and land use.
- Reduce vehicle miles traveled.
- Prioritize reductions that benefit overburdened communities.

## Resilience

- Identify, protect, and enhance natural areas.
- Identify, protect, and enhance community resiliency to climate change impacts.
- Address natural hazards created or aggravated by climate change.
- From Commerce guidance = must address all 11 priority sectors

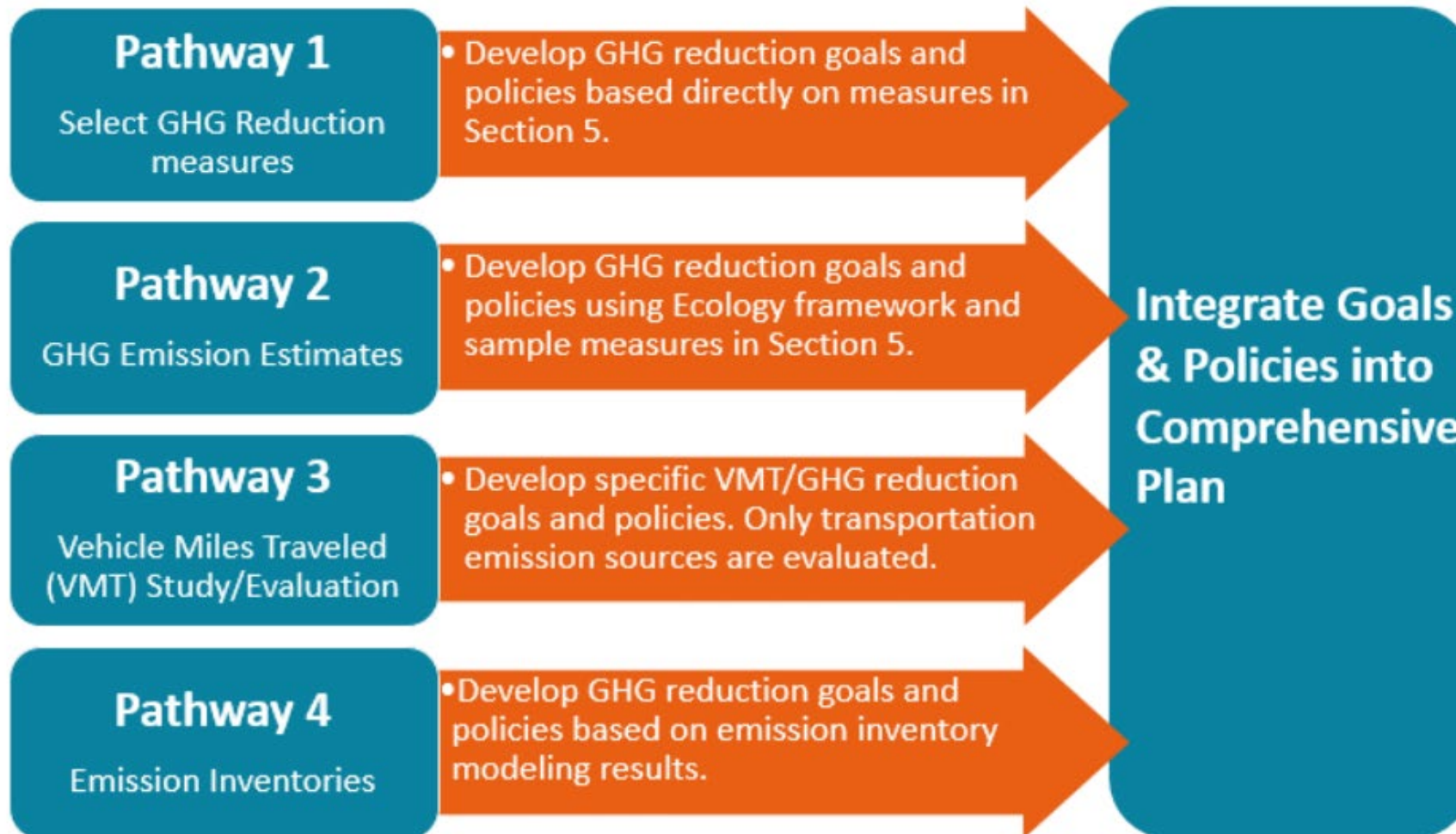
# Climate Element Development Pathways

Figure 4: Steps and pathways to integrate climate resilience into comprehensive plan



# Climate Element Development Pathways

Figure 11: Pathways to integrate climate mitigation into comprehensive plan





# Climate Action Plan & Comprehensive Plan Integration



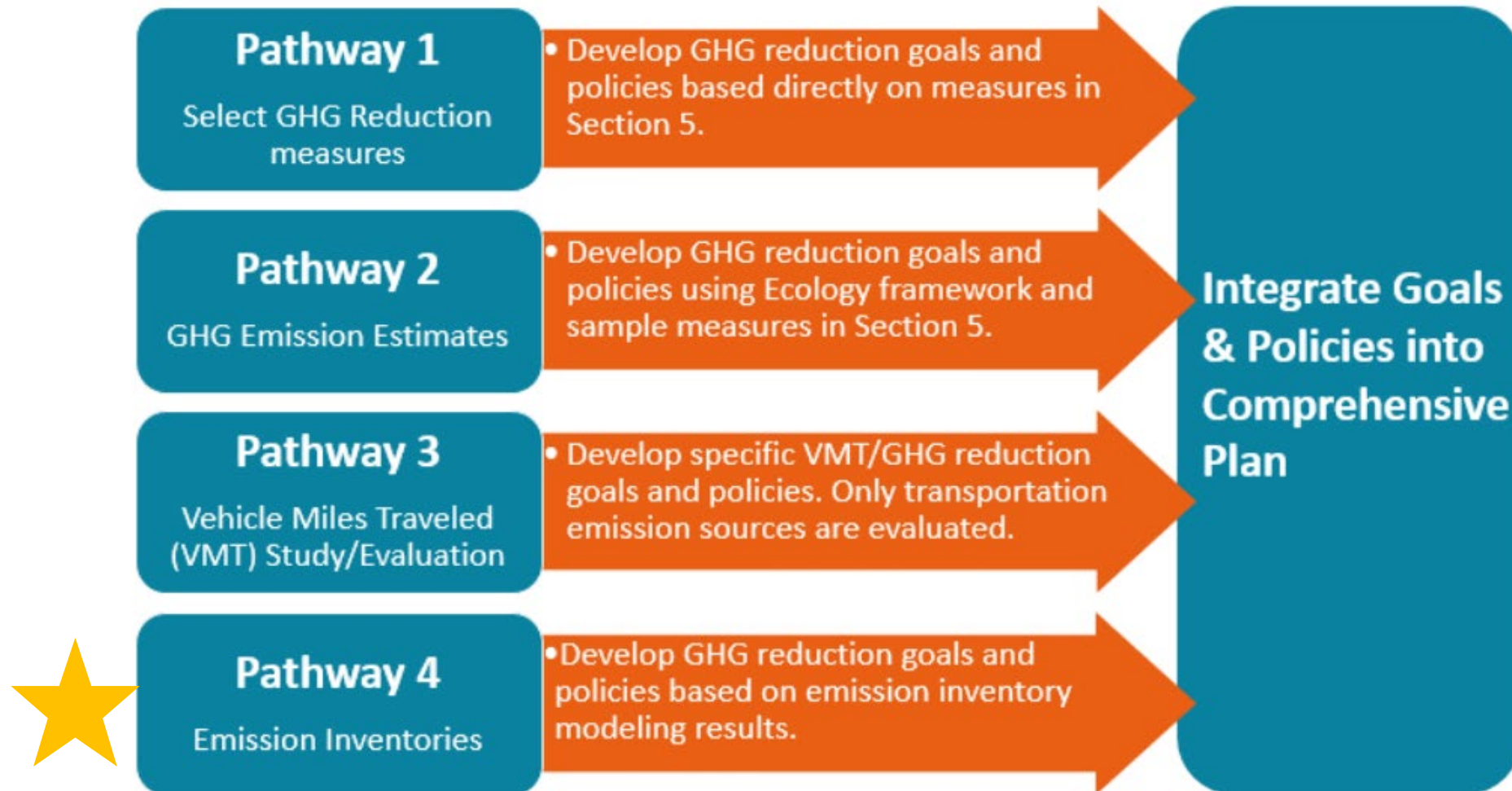
# Climate Element Development Pathways

Figure 4: Steps and pathways to integrate climate resilience into comprehensive plan



# Climate Element Development Pathways

Figure 11: Pathways to integrate climate mitigation into comprehensive plan





# Climate Goals & Policies Development

- Currently revising Climate Action Plan (CAP) strategies and actions based on internal and external stakeholder engagement.
- Will crosswalk CAP actions with existing Comprehensive Plan goals and policies.
- Will suggest language to strengthen existing policies or new policies to consider.

# Future Commission Discussion Topics

May/  
June

Review resilience and mitigation climate-focused Comprehensive Plan goals and policies for integration into next update.





# Thank you!

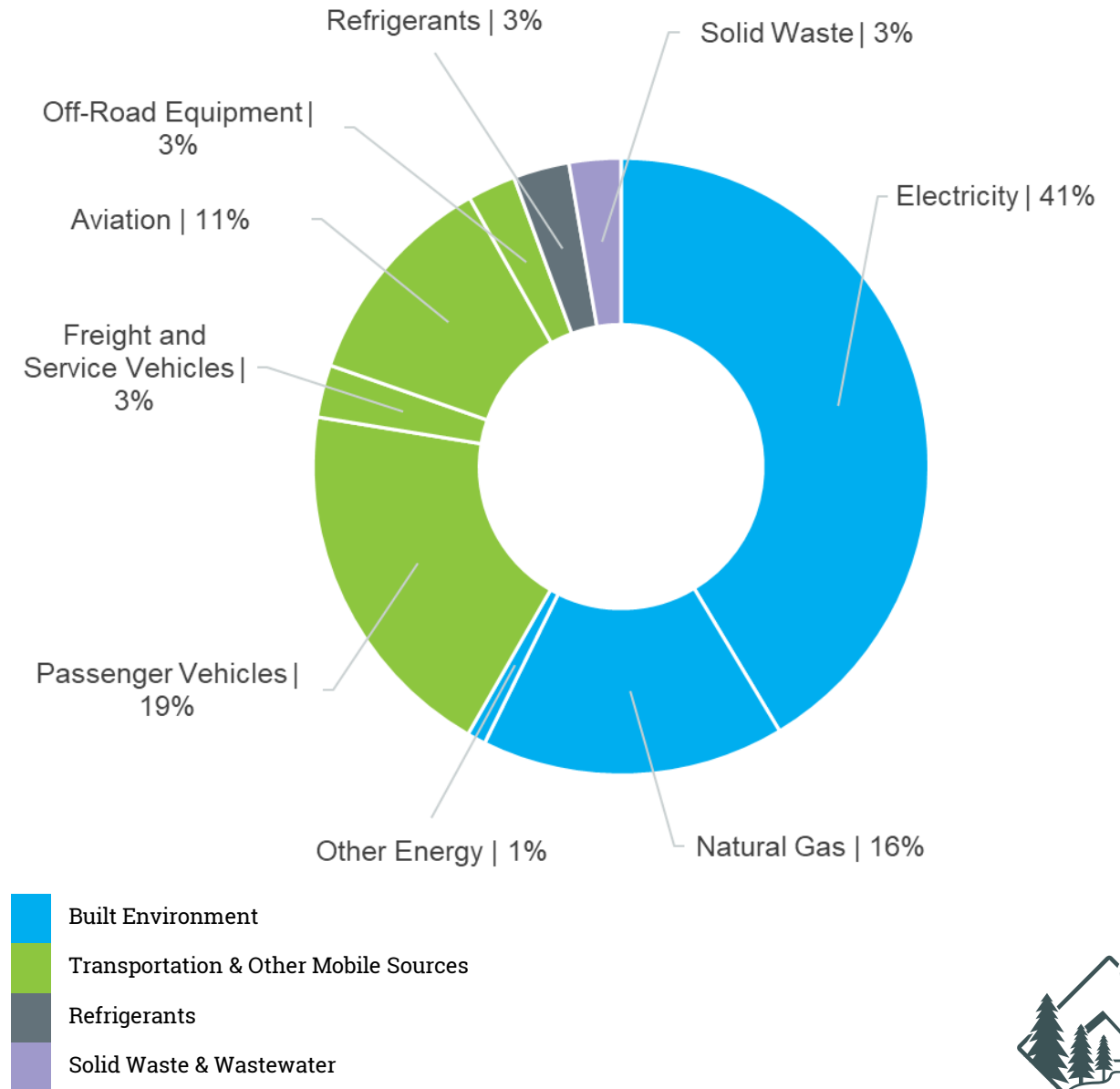
## Contact Information

Nicole Gutierrez - [nicole@cascadiaconsulting.com](mailto:nicole@cascadiaconsulting.com)

Gretchen Muller – [gretchen@cascadiaconsulting.com](mailto:gretchen@cascadiaconsulting.com)

# 2019 GHG Inventory & Wedge Analysis

- Woodinville's emissions were analyzed through the Puget Sound Regional Emissions Analysis effort.
- The city's 2019 **communitywide emissions = 223,392 MTCO<sub>2</sub>e**
  - Energy = 58%
  - Transportation = 36%
  - Other = 6%





CITY OF WOODINVILLE, WA

## REPORT TO THE PLANNING COMMISSION

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

WWW.CI.WOODINVILLE.WA.US

---

**To:** Planning Commission **Date:** April 26, 2023  
**From:** Robert J. Grumbach, AICP, Development Services Director  
**Subject:** Public Hearing: Amending Chapter 21.37 Off-street Parking Regulations

---

**ISSUE:** Hold a public hearing for a proposal to amend Chapter 21.37 WMC relating to off-street parking regulations by:

- Change from a “net usable floor area” to a “gross floor area” method when calculating parking requirements, and revising parking ratio requirements for consistency with the use of gross floor area and the *Institute of Transportation Engineers (ITE) Parking Generation Manual* 5<sup>th</sup> Edition.
- Revise parking reduction provisions to create better consistency in its application and to revise the caps on reductions.
- Add new reduced parking standards near transit facilities as required by the Growth Management Act (RCW 36.70A).

**RECOMMENDATION:** Hold a public hearing and take action on the proposed recommendation.

### DISCUSSION:

#### INTRODUCTION:

1. Most jurisdictions either adopt other jurisdictions’ parking standards or use the Institute of Transportation Engineers (ITE) Parking Generation Manual in establishing off-street parking requirements. Historically, off-street parking requirements focused on the supply side of parking as a means of preventing parking spill-over onto streets and off-site locations. The challenge with this approach is that minimum parking requirements have been based on assumptions of demand for parking that are either outdated or used numbers for single-use high demand peak periods, which has resulted in an overparking condition. The 5<sup>th</sup> Edition of the ITE Parking Generation Manual began to address some of these shortcomings by using more up to date parking studies and analyzing parking data in different settings of Center City Core, Dense Multi-Use Urban, General Urban/Suburban, and Rural categories where the density of development and availability of transit services might be better accounted for and where availability of alternative transportation can mean less demand for parking.

#### COST OF PARKING:

2. Minimum off-street parking requirements are a major factor in shaping how cities are built. The average parking space occupies between 300 and 500 square feet of area (including drive aisles). Applying the lower 300-square foot area, it produces the following comparisons using the City’s off-street parking requirements:
  - For about every 375 square feet of retail gross floor area, 300 square feet of parking space is necessary.

- For about every 125 square feet of restaurant gross floor area, 300 square feet of parking space is necessary.
- For about every 94 square feet of tasting room gross floor area, 300 square feet of parking space is necessary.
- An apartment requires about 375 square feet of parking space per unit. A 150-unit apartment complex would need about 1.29 acres set aside for parking.

The average construction cost is about \$5,000 per surface parking space and starting at \$27,500 (Seattle 2021) per structured parking space. A 150-unit apartment complex would require 188 parking stalls, which means a surface parking lot would cost about \$940,000. A structured parking garage would cost about \$5,170,000. The Civic Campus project, under the minimum parking requirements (without a parking reduction) would have required 647 stalls at a cost of around \$17.8 million for the structured parking. This would have represented about 30.6 percent of the total project costs. It would have also required about 4.45 acres of parking on a 3.33-acre site.

A 2015 study estimated that nationally, the average structured parking stall increased rent by \$225.<sup>1</sup> The economics of parking can have important ramifications on the financial feasibility of a project and the ability to attract tenants and affordability of rents.

#### CALCULATING PARKING REQUIREMENTS:

3. One of the challenges with the City's current off-street parking requirements is that the method of "net square footage of floor area exclusive of non-occupiable areas" is used to calculate minimum parking requirements. This method of calculation has invited inconsistency over the years in deciding what to include when calculating parking requirements. Importantly, what constitutes the "net floor area" can have significant ramifications on parking requirements and can invite misuse and disagreements.
4. An important change incorporated into the proposal is to change from using "Net Usable Floor Area" to "Gross Floor Area" as the independent variable for calculating minimum parking requirements:

*Net Usable Floor Area.* "Net useable floor area" is calculated using the gross square footage of the use minus areas for storage, restrooms, stairs, garages, and other areas deemed non-occupiable. What constitutes "non-occupiable" is not defined and is open for interpretation. For example, applicants will request subtracting areas containing fixed tables and display cases as "non-occupiable" to help reduce parking requirements.

"Net useable floor area" typically can reduce the gross floor area anywhere between 15 and 50 percent.

*Gross Floor Area* includes the sum of area of each floor level expressed as square footage of a building including cellars, basements, mezzanines, occupiable penthouses, hallways and corridors, lobbies, storage, and other occupiable floor space that are within the principal outside face of exterior walls and have floor surfaces with clear standing head room of 6 ½ feet and greater. Parking garages are excluded from the gross floor area calculations.

---

<sup>1</sup> Found at <https://www.reinventingparking.org/2015/06/how-much-does-one-parking-spot-add-to.html>

This definition borrows from the ITE Parking Generation Manual's definition of the same but modifies the definition to better fit Woodinville.

5. With the new land use tables in Chapter 21.21 WMC that were adopted by Ordinance No. 737 last Fall, and the proposed change to "Gross Floor Area" to calculate parking requirements, a re-evaluation of the parking ratios was conducted utilizing the ITE Parking Generation Manual 5<sup>th</sup> Edition. It should be noted that while the 5<sup>th</sup> Edition is a significant improvement over earlier editions, it still has some of the limitations noted earlier. It is not a perfect predictor of parking demand for every situation, but it provides some of the best readily available information for predicting parking requirements for those uses listed.

#### PARKING FOR OUTDOOR SPACE:

6. One element of parking still missing from the current code as well as the ITE Parking Generation Manual is how to account for the use of outdoor areas, whether covered or uncovered, utilized for commercial and event space. The ITE Parking Generation Manual does not account for outdoor space, yet staff have observed uses such as tasting rooms and restaurants where outdoor areas are often utilized to hold events that in turn expand the space that generate higher parking demands. If these outdoor uses occur only occasionally, the impacts are temporary enough that they are generally manageable, so additional permanent parking is not necessary. However, as the frequency of the outdoor space for events and other activities increases, the parking impacts become more of a permanent condition for which additional parking might be required. To better account for the effects of using outdoor space, new provisions to include outdoor space in the parking calculations were added. These are broken down into (1) Outdoor areas used in conjunction with an indoor business; and (2) Outdoor space that serves as the primary occupancy such as outdoor bulk sales. The new provisions for outdoor areas were developed based on information gathered by staff over the years.

#### PARKING REDUCTIONS:

7. This section often generates the question of "Why parking reductions?" The primary reason behind parking reductions is to promote a more efficient use of the parking supply using parking management techniques; particularly when a site contains multiple uses. Typically, businesses and other types of uses do not utilize 100 percent of their parking supply 100 percent of the time. By incorporating adjustment factors based on predicted demand, it is possible to reduce the number of needed parking spaces by increasing the efficiency of their use.

The primary challenge when considering parking reductions is determining what assumptions to apply in predicting parking demand at any given moment of time. While assumptions in parking studies tend to be more accurate than code-based assumptions, they are still assumptions. It can be difficult to predict exactly how the parking demand for a particular use might be as popularity can significantly impact parking needs. Forecasting popularity is difficult to predict but assuming every use is popular will result in too much parking, which has its own consequences in terms of costs and underutilized areas. As a result, parking reduction assumptions are based on what are considered normal conditions and not worst-case conditions to strike a balance of efficiency between parking supply and parking demand.

8. The current Zoning Code has three parking reduction options:

- A. Multi-use Shared Parking. This option may be used when there are multiple tenants in a single development. It allows reductions as follow:
- The use with the most required parking may not receive a parking reduction;
  - The use with the second most parking may have the code requirement reduced by 15 percent;
  - The use with the third most parking may have the code requirement reduced by 25 percent; and
  - Each additional use may have the code required parking reduced 35 percent.

The advantage of this approach is that it is prescriptive and easy to apply. The principle behind this reduction is that rarely do multiple tenants use 100 percent of their parking at the same time. However, this option is rarely used because the parking reduction tends to be nominal because the use with the most parking cannot be reduced.

- B. Parking Reduction Study. This is the most requested parking reduction. The maximum reduction is 50 percent of the code required parking. The principle behind this reduction is to base parking on predicted assumptions of actual demand. In practice, parking studies tend to rely on the use of the ITE Parking Generation Manual to justify the assumptions used for adjustments. This is due mostly to the expense and time of conducting actual studies and a lack of evidence that studies conducted elsewhere will accurately translate to another location. There are a considerable number of variables that can go into a parking reduction study, and it is the accuracy of these variables upon which the quality of the parking reduction study relies. This requires experience not only of the person preparing the parking reduction study, but also of the City reviewing these studies.
- C. Frequent Transit Service. This option is not used as a standalone basis for a reduction. The principle behind this reduction is that transit services reduce the reliance on cars and the need for parking. Since Woodinville has limited transit services available, this option is rarely available as the use must be within a certain distance of the transit stop to make sense.

9. Important considerations: As noted previously, cost and the demand for land are important factors in parking supplies.

- Cost of Structured Parking. As noted above, in the Seattle area, the average cost of constructing a structured parking space is \$27,500 (2021). An important goal of the comprehensive Plan is to focus growth in compact and inviting mixed-use centers that have the capacity to absorb development. In the downtown area, Policy LU 9.1 includes a provision to encourage multi-story construction with underground or structured parking that facilitates transit-friendly densities and vibrant pedestrian-oriented streetscapes. Developments need parking to attract tenants but given some of the City's other restrictions such as no compact or tandem stalls, the cost of building out structured parking to the code's full requirements often will result in a project not being financially feasible.
- Land for Surface Parking. The average parking space consumes between 300 and 500 square feet of area (includes drive aisles). While surface parking is cheaper to build than structured parking, compact mixed-use centers are not feasible if large amounts of land are necessary to meet full code parking requirements.



10. How does a parking reduction study work?

- a. Parking studies aim to determine the following:
  - How much parking would be provided.
  - How parking is anticipated to be utilized.
  - Will parking demand exceed capacity.
- b. A key element in determining if parking demand will exceed capacity is the time-of-day distribution for parking demand. For example, from the ITE Parking Manual:

Multifamily Housing (includes townhouses) that have between three and 10 floors have parking demand distributed throughout the day and evening as follows:

Hour Beginning	Percent of Peak Demand (Weekday)
12:00 – 4:00 am	100%
5:00 am	94%
6:00 am	83%
7:00 am	71%
8:00 am	61%
9:00 am	55%
10:00 am	54%
11:00 am	53%
12:00 pm	50%
1:00 pm	49%
2:00 pm	49%
3:00 pm	50%
Etc...	

What the table above says is if an apartment complex had a peak parking demand of 100 spaces, after midnight and before 5:00 am 100 of those parking spaces would be filled. However, as the day progresses and people leave, after 1:00 pm and before 3:00 pm only 49 of the 100 parking stalls are being filled. In a mixed-use development, those empty 51 stalls might be utilized by another use.

For example, a retail Shopping Center during non-December months would breakdown as follows:

Hour Beginning	Percent of Peak Demand (Weekday)
11:00 pm – 7:00 am	0
8:00 am	15%
9:00 am	32%
10:00 am	54%
11:00 am	71%
12:00 pm	99%
1:00 pm	100%
2:00 pm	90%
... 6:00 pm	86%
7:00 pm	80%
Etc...	

The table above shows the full use of parking stalls is between 1:00 pm and 2:00 pm. The need for parking is less in the morning but remains high until later in the evening

hours. The hours for retail parking demand tend to complement the hours for multifamily housing parking demands, which can allow for more of a sharing of parking spaces.

11. Summary of changes to the parking reduction provisions include:

- Deleting the frequent transit service parking reduction. This option is not used but transit services can still be accounted for in parking management techniques.
- Keep the multiple-use shared parking provision, which allows parking reductions for secondary and so on tenants and land uses. The primary land use supplies parking at 100 percent of required parking.
- Revise the parking reduction study provisions by:
  - Creating a more detailed approach for the joint-use sharing of parking spaces and setting a standard that the reduction cannot be less than the peak parking demand with a cap of a 40 percent reduction (current code allows a maximum 50 percent reduction although typical reduction requests are in the 20 to 35 percent range). This provision can be applied to developments with two or more uses.
  - Allowing a parking reduction based on predicted parking demand but capping the reduction at 25 percent. This is to allow for trip reduction measures that can lower the need for parking (e.g., transit, carpooling, other ride sharing options, etc.).
  - Revising the requirements for parking studies to include more specifics. This includes adding definitions to help staff with terminology and adding a prohibition on using internal capture rates that are applicable to vehicle trips but not parking demand.

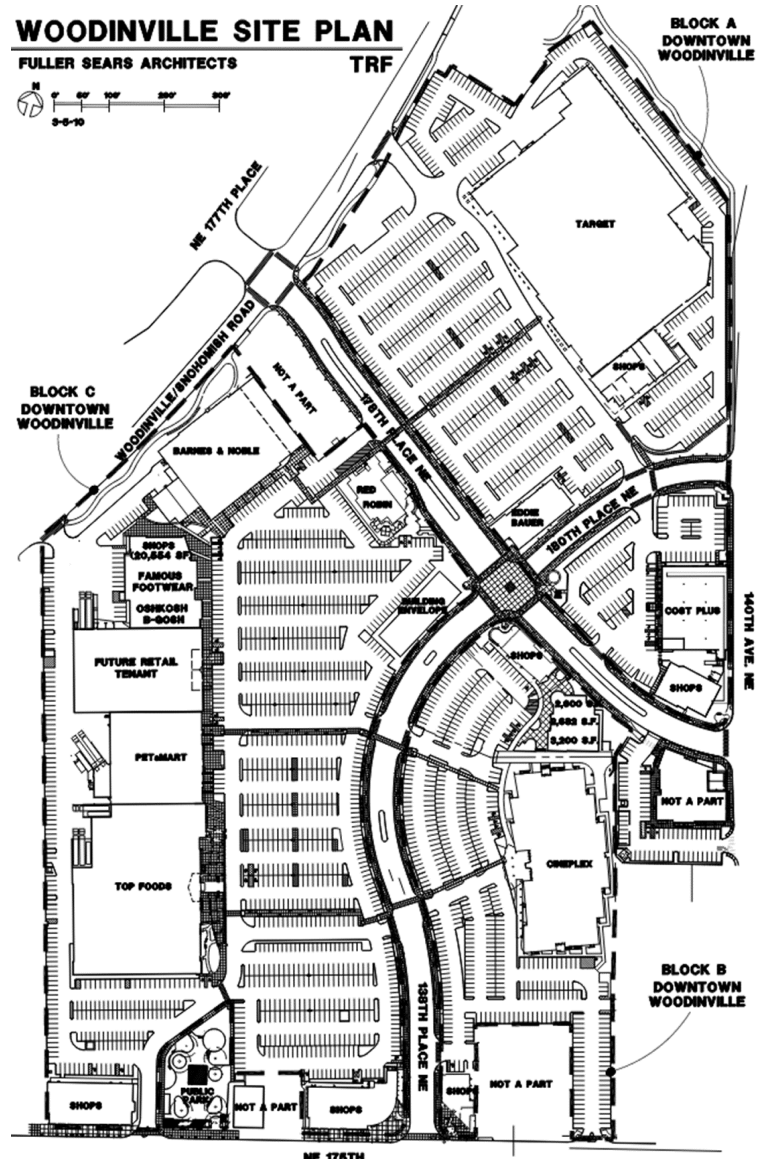
[Continued on next page]



## COMPARING PARKING REQUIREMENTS:

12. Because of the abundance of surface off-street parking lots a comparison of the current code with the proposed changes was made using the TRF development as an example. This 40-acre development contains nearly 17.7 acres of surface parking and 2,484 parking stalls. It is worth noting that this development was originally required to provide off-street parking spaces well more than City codes at the time as part of a binding site plan approval. This condition has subsequently been repealed, but a 5 stall/ 1,000 gross square feet of floor area was applied to the site that resulted in 2,243 parking stalls being required for this development (the actual parking supply exceeds even this requirement.)

In applying a comparison analysis between the current and proposed codes, staff used conservative assumptions on the net usable floor area for the current code (the proposed new code uses gross floor area, so no assumptions are necessary). This produced a comparison of parking requirements shown in the table below (the original uses are listed, so a more direct comparison can be made).



Use	Gross Square Feet	Net Usable Floor Area	Current Code Parking	Proposed Code Parking
Target	123,000	104,550	349	246
Payless	2,850	2,423	8	8
Advantage Wireless	813	691	2	1
Regis Salon	1,565	1,330	4	2
4-Ever Nails	1,024	870	3	1
Weight Watchers	1,367	1,162	4	2
Bank	2,408	2,047	7	7
Eddie Bauer	8,652	7,354	25	25
Cost Plus	17,500	14,875	50	50
Whirlwind	800	680	2	1

Use	Gross Square Feet	Net Usable Floor Area	Current Code Parking	Proposed Code Parking
Aaron Brothers	6,668	5,668	19	19
AMC Theater	45,000	38,250	128	225
Bella Vision	1,000	850	3	1
TCBY/ Ms. Fields	1,304	782	10	10
Jamba Juice	1,505	903	12	12
Pallino Pastaria	2,755	1,653	22	22
Moeida Asian Bistro	1,000	600	8	8
Coldstone Creamery	1,203	722	10	10
Qdoba	2,600	1,560	21	21
Verizon	2,682	2,280	8	8
Bright Now Dental	3,200	2,720	9	9
Panera	4,192	2,515	34	34
Chipotle	2,509	1,505	20	20
Jimmy Johns	1,488	893	12	12
Mongolian Grill	1,805	1,083	14	14
Starbucks	1,995	1,197	16	16
Great Clips	1,250	1,063	4	4
Amanda's Cleaner	1,500	1,275	4	2
GNC	1,292	1,098	4	2
FedEx Kinko	5,092	4,328	14	15
Hanna Anderson	2,400	2,040	7	7
Top Food & Drugs	67,037	5,6981	190	244
PetsMart	29,802	25,332	84	85
OshKosh	6,544	5,562	19	19
Famous Footwear	9,186	7,808	26	26
Sleep Country	4,816	4,094	14	14
Ross	35,035	29,780	99	70
ATT	1,928	1,639	5	3
InSpa	1,914	1,627	5	3
Barnes & Noble	25,187	21,409	71	72
Party City	8,570	7,285	24	24
Red Robin	6,229	3,737	50	50
<b>Totals</b>	<b>448,667</b>	<b>374,221</b>	<b>1,419</b>	<b>1,422</b>

The existing 2,484 off-street parking spaces provided for this development are at least 175 percent of the current City Code requirements. When comparing the requirements of the current code with the proposed code for off-street parking, the differences shown in the table are minimal. What is worth noting is how the changes affect the different uses shown in the table. In summary, retail parking requirements tend to be less (although the actual net usable floor area is likely less for the bigger stores so the parking difference gap may be narrower). The parking requirements for restaurants are unaffected and the parking for the theater and the grocery store have increased.

#### OTHER CHANGES TO THE CHAPTER:

13. New Residential Loading Spaces: A new requirement was added for loading spaces for developments having residential multiple dwelling units. Multiple dwelling units are defined as being attached and stacked dwellings and do not include townhomes. This proposed change comes from experience with the Civic Campus project where tenants needed a space for unloading as they moved into and out of their units. The designated loading space for commercial uses was often not available for the residents causing spill-over effects onto off-site (City) facilities. Thresholds for when the residential loading space is required were based on a review of other jurisdictions that had similar requirements for multifamily developments.
14. Growth Management Act Changes. The Growth Management Act was amended by the State Legislature to place limitations on the amount of parking local governments can require for low-income, senior, disabled and market-rate housing units located near high-quality transit service (2019). The State Legislature also added new parking restrictions for accessory dwelling units (2021). These parking requirements were identified as missing from the code during the City's preparation of the Commerce Checklist for the periodic review of the comprehensive plan. The state regulations supersede the City's parking regulations and are incorporated into the Planning Commission's recommendation (shown in red text in the Planning Commission's Recommendation), for consistency.

#### ALTERNATIVES:

1. Approve recommendation as presented and send to City Council
2. Amend and approve recommendation and send to City Council
3. Recommend denying a change to the code and send to City Council
4. Continue discussion/ hearing to next meeting

#### RECOMMENDED MOTIONS:

1. **I MOVE TO OPEN THE PUBLIC HEARING AND ACCEPT PUBLIC TESTIMONY**
2. **I MOVE TO CLOSE THE PUBLIC HEARING**
3. **I MOVE TO APPROVE A RECOMMENDATION TO AMEND CHAPTER 21.37 OF THE WOODINVILLE MUNICIPAL CODE RELATING TO OFF-STREET PARKING REQUIREMENTS AND SEND THE RECOMMENDATION TO THE CITY COUNCIL**

#### Attachments:

- 1) Proposed Planning Commission Recommendation



## WOODINVILLE PLANNING COMMISSION RECOMMENDATION

**A RECOMMENDATION OF THE WOODINVILLE PLANNING COMMISSION  
AMENDING CHAPTER 21.37 OF THE WOODINVILLE MUNICIPAL CODE (WMC)  
TO REVISE MINIMUM OFF-STREET PARKING REQUIREMENTS; AMEND  
PARKING REDUCTION PROVISIONS; AND AMEND OTHER  
RELATED PROVISIONS FOR OFF-STREET PARKING**

**WHEREAS**, the City of Woodinville is fully planning under Washington's Growth Management Act (GMA) pursuant to Chapter 36.70A RCW; and

**WHEREAS**, the City Council adopted Ordinance No. 737 on September 13, 2022, repealing, and adopting new chapters in the Unified Development Code (UDC) as part of the UDC Update Project; and

**WHEREAS**, future phases of the UDC Update Project included consideration of substantive changes to the Off-Street Parking provisions in Chapter 21.37 WMC, which were not included in Ordinance No. 737; and

**WHEREAS**, the State Legislature amended the GMA to require cities and counties fully planning under GMA to adopt certain parking requirements when near transit facilities; and

**WHEREAS**, the City Council adopted the Woodinville 2015 Comprehensive Plan by Ordinance No. 591, and amended by Ordinance Nos. 591, 641, 646, 650, 651, 669, 689, 701, 704, 711, 716, 717, 733, 741 and 748; and

**WHEREAS**, the following comprehensive goals and policies support off-street parking:

- Policy ED 1.5.A. Improve access to retailers through traffic circulation improvements and parking strategies.
- Policy T-2.3. Encourage parking facilities to be designed to facilitate pedestrian access.

**WHEREAS**, the Planning Commission held public meetings on September 28, October 22, and December 14, 2022, January 25, 2023, and February 22, 2023, to discuss changes to the off-street parking regulations; and

**WHEREAS**, after providing notice consistent with WMC 21.86.090, the Planning Commission held a public hearing on April 26, 2023, to receive public testimony on the proposal; and

**WHEREAS**, pursuant to RCW 36.70A.106(3)(b), a notice of intent to adopt was transmitted to the Washington State Department of Commerce on February 28, 2023, (material ID# 2023-S-4824); and

**WHEREAS**, a State Environmental Policy Act (SEPA) threshold Determination of Nonsignificance (DNS) for the proposed code amendments was issued on March 31, 2023, pursuant to WAC 197-11-340(1).

**NOW, THEREFORE, BE IT ADVISED THAT THE PLANNING COMMISSION RECOMMENDS THE FOLLOWING:**

**Section 1.** **Amend WMC 21.37.040.** Section 21.37.040 of the Woodinville Municipal Code and the corresponding portions of Ordinance No. 737 § 2 (Att. A) is recommended to be amended to read as follows (new text is shown by underline; deletions of text are shown by ~~((strikethrough))~~):

- (1) When a permit application is received for a shell building with unknown tenants, parking requirements shall be based on the range of likely possible uses as determined by the director. In determining the range of likely possible uses, the director may rely on recent economic trends, mixture of uses from recent projects, or other reasonable measurements.
- (2) Shell buildings designed for industrial, or warehousing shall include a minimum 20 percent of the gross floor area to be ~~((assumed as))~~ calculated as professional office space when calculating parking requirements.

**Section 2.** **Amend WMC 21.37.050.** Section 21.37.050 of the Woodinville Municipal Code and the corresponding portions of Ordinance No. 737 § 2 (Att. A) is recommended to be amended to read as follows (new text is shown by underline; deletions of text are shown by ~~((strikethrough))~~):

- (1) No building or structure shall be approved for occupancy, or use of land allowed, unless adequate parking facilities are provided consistent with the requirements of this chapter.
- (2) All required parking spaces shall be made available and continuously maintained for the parking of residents, customers, patrons, and employees of the related uses.
- (3) It shall be the responsibility of the property owner to ensure that parking areas, drive aisles, and driveways associated with their property are continually maintained in good condition and free of refuse and debris. All required landscaping for parking facilities shall be kept in a healthy condition and properly maintained.
- (4) No business, or permanent display, or other non-parking activity may occur on any required parking space, except such activities may occur on parking spaces in excess of those required by this chapter.

**Section 3.** **Repeal and readopt WMC 21.37.060.** Section 21.37.060 of the Woodinville Municipal Code and the corresponding portions of Ordinance No. 737 § 2 (Att. A) is recommended to be repealed and readopted to read as follows:

**21.37.060 Off-street parking requirements.**

- (1) Minimum required. The minimum number of off-street parking spaces required for uses shall be provided in accordance with the corresponding off-street parking ratios set forth in Table 21.37.060.
- (2) Maximum allowed.
  - (a) The maximum number of parking spaces shall not exceed 110 percent of the minimum number of parking spaces required, except as provided in WMC 21.37.060(2)(b).
  - (b) Parking spaces provided inside of structured parking facilities/garages shall not count towards the maximum number of parking spaces if the entire area above the structured parking facility/garage has a building story as defined in the building codes approved for occupancy.

- (3) Unspecified parking. If a parking requirement for a use is not specified in this chapter, the director shall establish the minimum parking requirement using the most recent version of the Institute of Transportation Engineers Parking Generation Manual.
- (4) Calculations.
  - (a) Off-street parking ratios shall be based on the gross floor area measured as the definition prescribes in WMC 21.11A.070 to include the sum of area of each floor level expressed as square footage of a building including cellars, basements, mezzanines, occupiable penthouses, hallways and corridors, lobbies, storage, and other occupiable floor space that are within the principal outside face of exterior walls and have floor surfaces with clear standing head room of six feet, six inches, and greater.
  - (b) Outdoor areas used as floor space for commercial activity shall be included in the calculation for off-street parking as follows:
    - (i) The outdoor floor space is accessory to an indoor commercial use, and the following conditions are present:
      - (A) The outdoor floor space is covered, and the commercial use of the covered space is of a permanent nature as determined by the director; and
      - (B) The outdoor covered floor space may include temporary enclosures; and
      - (C) Permanent heating and/or cooling equipment is installed to condition the space; and
      - (D) The cover is not required to be of a solid shelter as pergolas, canopies, and similar coverings may be included as outdoor covered floor space; and
      - (E) Table umbrellas and similar temporary small coverings shall not be included as outdoor covered floor space; and
      - (F) The first 250 square feet of outdoor covered floor space may be excluded from the calculations for off-street parking; or
    - (ii) The outdoor floor space, whether covered or uncovered, serves as the primary floor space for the commercial establishment; and:
      - (A) The use of the outdoor floor space for commercial use is of a permanent nature as determined by the director; and
      - (B) The use is not expressly listed as an outdoor use (e.g., Outdoor Recreational Facilities/ Parks, Uncovered Storage Areas, Dealership Sales, etc.) in Table 21.37.060; and
      - (C) Only the floor area accessible to customers shall be counted in determining the outdoor gross floor area used for calculating off-street parking; or
    - (iii) The director may waive the requirement for including outdoor areas in the off-street parking calculation if a parking study approved by the director demonstrates that the use of the outdoor area will not generate a demand for parking.
  - (c) Parking garages and surface parking areas are excluded from calculating gross floor area.
  - (d) If the formula for calculating off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number with fractions of 0.50 and greater rounded up, and fractions below 0.50 rounded down.
- (5) Parking spaces on public and private streets shall not be used to meet minimum parking requirements. No development plans shall assume that excess vehicles can be parked on the streets.

**Table 21.37.060 Minimum Parking Required**

Use	Minimum Parking Required
<b>Residential Uses</b>	
Single-family detached	2 stalls per dwelling
Duplex and Townhouse having 3 bedrooms or more	1.33 stalls per dwelling; plus 1 stall per 3 dwellings for guest parking
Duplex and Townhouse having 2 bedrooms or less; and all multifamily	1 stall per dwelling; plus 1 stall per 3 dwellings for guest parking
Multifamily Senior (55+)	1 stall per dwelling
Group Residential	0.3 per dwelling
Accessory Dwelling Unit	Per WMC 21.41.020
<b>Recreational/Entertainment</b>	
Arts & Cultural Uses not listed	1 stall per 500 square feet
Theater and Entertainment Facilities with fixed seating	0.2 stall per each fixed seat
Theater and Entertainment Facilities without fixed seating	1 stall per 200 square feet
Athletic facilities – racquet sports	1 stall per 1,000 square feet
Indoor Recreational Facilities not listed	1 stall per 300 square feet
Outdoor Recreational Facilities/ Parks	Per parking study
<b>General Sales, Office, &amp; Services Uses</b>	
Retail, Wholesale to the Public, and Personal Service Establishments	
2,000 square feet or less	1 stall per 750 square feet
Over 2,000 square feet and less than 30,000 square feet	1 stall per 350 square feet
30,000 square feet and over	1 stall per 500 square feet
Professional Office	1 stall per 300 square feet
Food & Grocery Stores	1 stall per 275 square feet
Eating and Drinking Places	
No indoor seating	1 stall per 200 square feet
With indoor seating	1 stall per 125 square feet
Trade Contractors (excluding areas counted under outdoor storage areas)	1 stall per 550 square feet
Tasting Rooms*	
750 square feet or less	1 stall per 250 square feet
Over 750 square feet	1 stall per 100 square feet
* Unless separated from other uses by a permanent barrier that is at least 60 percent of the vertical room height, the entire floor area shall be designated as tasting room. Doors and windows may be included in the barrier provided they do not open up the floor area of the other uses to tasting or event activities.	
General Sales & Services not listed	1 stall per 350 square feet
<b>Education, public administration, healthcare, and other institutional uses</b>	
Public Administration	1 stall per 300 square feet
Public Safety Facilities (e.g., police and fire)	Per parking study



Use		Minimum Parking Required
Essential Public Facilities – uses with occupancy		Per parking study
<b>Education</b>		
	Day Care	1 stall per 400 square feet
	Elementary School (includes all spaces)	1 stall per 900 square feet
	Jr. High/ Middle School (includes all spaces)	1 stall per 1,500 square feet
	High School (includes all spaces)	1 stall per 625 square feet
	Secondary School (includes all spaces except for athletic facilities)	1 stall per 270 square feet
	Specialized Instruction Schools	1 stall per classroom; plus 1 stall per 2 students
<b>Health Care</b>		
	Hospital	1 stall per 450 square feet
	Medical/Dental Clinics/Office	1 stall per 300 square feet
	Long-term Care Facilities	0.4 stall per unit/ bed
Veterinary		1 stall per 300 square feet
<b>Transportation Uses</b>		
Auto and Vessel Service Centers		1 stall per 600 square feet
Dealership Sales of Vehicles, Trucks, Vessels, and RVs		1 stall per 320 square feet of indoor area
Heavy Equipment Service Centers		1 stall per 1,250 square feet
<b>Fuel Service Stations</b>		
	As a Primary Use with Service Bays and/ or Convenience Store	1 stall per 350 square feet of store; plus 1 stall per bay; plus 3 stalls per facility
	As an Accessory Use (No Service Bays or Convenience Store)	1 stall per facility
<b>Industrial/ Warehouse Uses</b>		
Light Industrial		1 stall per 1,500 square feet
Manufacturing/ Production, excluding Light Industrial		1 stall per 1,000 square feet
Research & Development		1 stall per 400 square feet
Warehousing, excluding accessory sales areas, which shall count under General Sales & Services		1 stall per 2,500 square feet
Wholesale trade, excluding accessory sales areas, which shall count under General Sales & Services		1 stall per 1,250 square feet
Uncovered Storage Areas		1 stall per 3,500 square feet (areas used for overnight storage shall not count towards the required number of parking stalls)
Self-Service Storage		1 stall per 3,500 square feet of storage area (includes indoor and outdoor storage areas); plus 1 stall per 300 square feet of office
<b>Other Uses</b>		
Temporary Lodging		0.75 stalls per room
Bed & Breakfast		1.1 stalls per room
Religious Facilities, excluding areas for schools, which shall count under Education Uses		1 stall per 100 square feet

Use	Minimum Parking Required
Emergency Shelters	Per parking study
Public Areas of Assembly not listed	1 stall per 50 square feet
Funeral Services	1 stall per 75 square feet
Cemetery	Per parking study
Utility Facilities	Per parking study
Level 3 staffed Wireless Communication and Information Facilities (other wireless facilities do not require off-street parking)	Per parking study
Uses not identified in the table	See WMC 21.37.060(3)

**Section 4. Repeal and readopt WMC 21.37.080.** Section 21.37.080 of the Woodinville Municipal Code and the corresponding portions of Ordinance No. 737 § 2 (Att. A) is recommended to be repealed and readopted to read as follows:

**21.37.080 Modifications to off-street parking requirements.**

- (1) In accordance with the provisions prescribed by this section, the director may approve modifications to the minimum number of off-street parking spaces set forth in WMC 21.37.060, provided only one parking modification under this section may be utilized per site.
- (2) Multiple use shared parking. Two or more tenants/uses on a site may share on-site parking and reduce the total number of required parking spaces as follows:
  - (a) The use requiring the highest number of parking spaces under WMC 21.37.060 shall provide parking at 100 percent of the parking required for that use;
  - (b) The use requiring the second highest number of parking spaces under WMC 21.37.060 shall provide parking at 85 percent of the parking required for that use ;
  - (c) The use requiring the third highest number of parking spaces under WMC 21.37.060 shall provide parking at 75 percent of the parking required for that use;
  - (d) All other uses within the development shall provide parking at 65 percent of the parking required for each of the uses;
  - (e) Where multiple tenants have the same use category in Table 21.37.060 (e.g., Eating and Drinking Places), the parking requirements for each tenant shall be combined as a single use for purposes of applying WMC 21.37.080(1)(a) through (d); and
  - (f) The director may require a covenant, written contract, or agreement to be recorded with King County Records for the shared parking. The form and content of the document must obtain approval from the director. The agreement shall be applicable to all relevant parties/ owners sharing the parking and shall not be modified or revoked without the expressed authorization of the director.
- (3) Joint-use parking. The total number of required parking spaces on a site may be reduced based on a joint-use sharing of the parking between tenants/uses, provided all of the following conditions are satisfied:
  - (a) Parking is provided onsite in common facilities accessible to tenants/patrons of the onsite uses;
  - (b) The total number of parking spaces provided shall not be less than the calculated peak hour of parking demand of all tenants/uses utilizing the parking as determined by a parking study prepared in accordance with WMC 21.37.080(6);
  - (c) Notwithstanding WMC 21.37.080(2)(b), in no case shall the total number of parking spaces be less than 60 percent of those required under WMC 21.37.060;

- (d) The director may require a joint-use agreement be recorded with the property and set other conditions as necessary to preserve the sharing of joint-use parking spaces.
- (4) Parking demand reduction. The total number of required parking spaces on a site may be reduced based on predicted parking demand, instead of the requirements in WMC 21.37.060, provided all of the following conditions are satisfied:
  - (a) The total number of parking spaces provided onsite shall not be less than 75 percent of those required under WMC 21.37.060; and
  - (b) A parking study prepared in accordance with WMC 21.37.080(6) supports the predicted parking demand.
- (5) Residential parking reductions near transit. In accordance with RCW 36.70A.620, minimum parking space requirements for specified residential uses may be reduced pursuant to WMC 21.37.080(7)(a) through (d).
  - (a) For dwelling units that are affordable to very low-income or extremely low-income households as defined by RCW 36.70A.030, and that are located within one-quarter mile of a transit stop that receives transit service at least two times per hour for 12 or more hours per day, minimum parking requirements for one-bedroom and studio units are reduced to one parking space per one-bedroom unit and 0.75 space per studio unit. The director shall require the applicant/ property owner to record a covenant that prohibits the rental or sale of a unit subject to this parking reduction for any purpose other than providing for housing for very low-income or extremely low-income individuals.
  - (b) For senior citizen households or housing units specifically for people with disabilities that are located within one-quarter mile of a transit stop that receives transit service at least four times per hour for 12 or more hours per day, minimum parking space requirements are eliminated for residents. The director shall require an applicant/ property owner to record a covenant that prohibits the rental or sale of a unit subject to this parking restriction for any purpose other than providing for senior citizen households or housing for people with disabilities.
  - (c) For market rate multiple dwelling units that are located within one-quarter mile of a transit stop that receives transit service from at least one route that provides service at least four times per hour for 12 or more hours per day, minimum parking requirements for one-bedroom and studio dwelling units are modified to require one parking space per one-bedroom unit and 0.75 space per studio unit.
  - (d) When utilizing parking space reductions for one-bedroom and/or studio dwelling units in WMC 21.37.080(7)(a) through (c), those dwelling units shall provide additional guest parking at one parking space per four dwelling units.
- (6) Parking study. To be valid, parking studies must obtain approval from the director. Parking studies shall be prepared by a licensed professional traffic engineer and shall be in a form and content approved by the director using the following guidance:
  - (a) Project description including the project location, study area, and vicinity map;
  - (b) Current and assumption of proposed uses in the development, including gross square footage, with supporting documentation/analysis;
  - (c) Project phasing, if applicable;
  - (d) Current and proposed parking inventory including a map showing the layout of the parking area;
  - (e) Parking analysis and management plan including:
    - (i) Calculation of required minimum off-street parking for the proposed development using the land use codes and WMC 21.37.060;
    - (ii) Comparison of proposed parking and the parking required under WMC 21.37.060;

- (iii) Calculation of the number of spaces needed to meet the peak period of parking demand of all tenants/uses utilizing the parking with a breakdown by land uses, time-of-day distribution of parking demand, day-of-week, and seasonal variations;
- (iv) If actual parking conditions are used to support the parking study:
  - (A) Document existing off-street parking supply within the study area;
  - (B) Parking counts should be conducted on multiple dates and timeframes approved by the director;
  - (C) Document the utilization of the off-street parking supply by the designated dates and timeframes;
  - (D) Document the walking distances from parking areas to parking demand generators;
  - (E) The director may require other documentation or information as necessary to support the parking conditions;
- (v) In lieu of actual parking conditions, the most recent version of the Institute of Traffic Engineers Parking Manual, or other professional sources approved by the director, may be used to calculate the number of parking spaces needed to meet the peak period of parking demand;
- (f) Identify opportunities to reduce parking demand through the application of advanced parking management techniques prescribed in WMC 21.37.080(5), and their estimated reduction in parking demand by strategy;
- (g) Conclusions and recommendations:
  - (i) Document recommended parking to be provided based on analysis with and without shared parking spaces and other demand reduction factors;
  - (ii) Provide maps and tables to summarize and illustrate.
- (7) Parking management techniques. The following are implementation strategies for managing the supply of parking spaces and anticipated parking demand, including but not limited to:
  - (a) Ride sharing (incentives for carpools, vanpooling, and other programs to encourage high occupancy vehicle travel);
  - (b) Transit use if transit stops are located within 660 feet of the closest point of occupiable buildings within the development;
  - (c) Alternative styles of transportation (encourage bicycles, motorcycles, walking, consider market rates for employee parking, promote off-peak trips, etc.);
  - (d) Efficient use of parking (supply a mix of short-term and long-term parking, cluster uses sharing parking, minimize reserved spaces, consider permits, etc.);
  - (e) Effective management of parking such as assigning administrative responsibilities for a program to a person or company, achieving consistency in policy and enforcement, undertaking periodic monitoring, filing update reports with the City, etc.
- (8) Terms and conditions. The following terms and conditions shall apply to this section.
  - (a) Terms:
    - (i) "Time-of-day distribution" means the variation of the parking demand rates for various hours of the day. The Institute of Transportation Engineers Parking Generation Manual expresses this as a percentage (100 percent represents the hour(s) of peak parking demand).
    - (ii) "Total parking demand" means the accumulation of vehicles parked at a given site at any associated point in time. This value should be the highest number of vehicles within the period of observation under what are considered normal conditions.
    - (iii) "Peak period of parking demand" means the hour or hours of the day during which the highest total parking demand typically occurs within a development.

- (iv) The director may apply other terms to implement this section using professional sources such as the Institute of Transportation Engineer.
- (b) The use of internal capture rates, which describe the characteristics of trip generation between two or more land uses on a single development, shall not be considered in determining modifications to parking requirements.

**Section 5. Amend WMC 21.37.100.** Section 21.37.100 of the Woodinville Municipal Code and the corresponding portions of Ordinance No. 737 § 2 (Att. A) is recommended to be amended to read as follows (new text is shown by underline; deletions of text are shown by ~~((strike through))~~):

Loading areas may share designated parking spaces, so long as loading/unloading occurs when the use is closed for business and during which time parking is not needed or used.

- (1) Every nonresidential building, excluding self-service storage facilities, and every building having 40 multiple dwelling units or more, shall provide loading spaces in accordance with the nonresidential indoor usable floor area square footage of buildings and/or number of dwelling units, and the corresponding number of nonresidential loading spaces in Table 21.37.100(1) and multiple dwelling unit load spaces in Table 21.37.100(2).
- (2) Each loading space shall be:
  - (a) A minimum of 10 feet wide, 30 feet long, and have an unobstructed vertical clearance of 14 feet, six inches, except loading spaces for multiple dwelling units may have minimum dimensions of nine feet wide, 18 feet long, and have an unobstructed vertical clearance of 10 feet;
  - (b) Constructed pursuant to the applicable provisions in WMC 21.37.070(6);
  - (c) Maintain the same as parking spaces;
  - (d) Located so that vehicles do not obstruct pedestrian or vehicle traffic movement or project into any roads or rights-of-way;
  - (e) Separated from required parking areas and signed as designated loading spaces; and
  - (f) The director may modify the provisions in WMC 21.37.100(2)(a), (b), (c), and (e) when application of the standards is not feasible due to site constraints. Modified standards must be of an adequate size and dimensions to accommodate vehicles loading and/or unloading in connection with the business conducted in such building as the loading space supports.
- (3) Loading spaces located within 100 feet of areas zoned residential shall be screened and operated as necessary to reduce noise and visual impacts.
- (4) Multistory self-service storage facilities shall provide two loading spaces, and single-story facilities one loading space, adjacent to each building entrance that provides common access to interior storage units. Each loading berth shall measure not less than 25 feet by 12 feet with an unobstructed vertical clearance of 14 feet six inches.

**Table 21.37.100(1) Nonresidential Loading Spaces**

<b>Total Usable Floor Area Square Feet</b>	<b>Minimum Number of Loading Spaces Required</b>
0 – 9,999	None
10,000 – 40,000	1
40,001 – 70,000	2
70,001 – 100,000	3
100,001 – 140,000	4
140,001 – 200,000	5
200,001 – 260,000	6
260,001 and for each additional 140,000 or fraction thereof	1 additional space

**Table 21.37.100(2) Multiple Dwelling Unit Loading Spaces**

<b><u>Total Multiple Dwelling Units</u></b>	<b><u>Minimum Number of Loading Spaces Required</u></b>
<u>0 – 39</u>	<u>None</u>
<u>40 - 150</u>	<u>1</u>
<u>151 and for each additional 150 or fraction thereof</u>	<u>1 additional space</u>

- (5) In buildings containing mixed residential and nonresidential uses, the number of multiple dwelling unit loading spaces may be reduced by a corresponding number of nonresidential loading spaces shared and available to the residential uses. For example, a mixed-use building with 20,000 square feet of nonresidential usable floor area and having 150 multiple dwelling units would be required to provide only one non-residential loading space **for the building**. A mixed-use building having 20,000 square feet of nonresidential usable floor area and having 200 multiple dwelling units would be required to provide one nonresidential loading space **plus** one multiple dwelling unit loading space **for the building**.

**Section 6. Amend WMC 21.41.020.** Section 21.41.020 of the Woodinville Municipal Code and the corresponding portions of Ordinance No. 737 § 2 (Att. A) is recommended to be amended to read as follows (new text is shown by underline; deletions of text are shown by ~~((strikethrough))~~):

This section applies additional development criteria to accessory dwelling units.

...

- (4) Special Development Standards.

- Accessory dwelling units shall comply with the development standards of the underlying zone where the accessory dwelling unit is located, except as modified by this section.
- The accessory dwelling unit may be fully contained within the primary dwelling, attached to the primary dwelling, attached to an accessory building, or detached.
- The accessory dwelling unit must have a gross floor area of at least 300 square feet and shall not have a gross floor area that exceeds the lesser of 1,200 square feet or 50 percent of the gross floor area of the primary dwelling.

- (d) The accessory dwelling unit must have a similar outside architectural appearance as the primary dwelling.
- (e) The main entrance to an accessory dwelling unit must be located in such a manner as to be unobtrusive from the same view of the building which encompasses the entrance to the primary dwelling.
- (f) In addition to the parking requirements for other uses on the site, one off-street parking space is required for the accessory dwelling unit, except when RCW 36.70A.696 through 36.70A.698 apply.
- (g) To encourage the development of housing units for people with disabilities, the Director may authorize in writing reasonable deviation from the stated requirements to install features that facilitate accessibility.

APPROVED BY THE PLANNING COMMISSION ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Planning Commission Chair

Attest:

\_\_\_\_\_  
Development Services Director





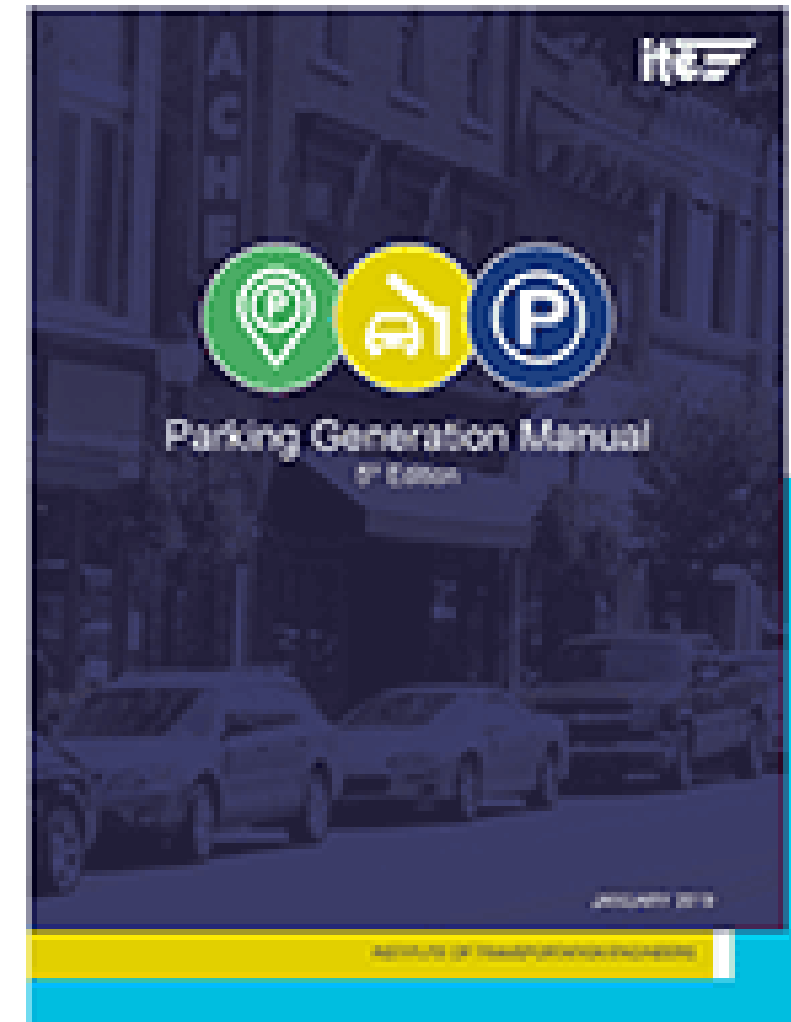


# Off - Street Parking Planning Commission Public Hearing

April 26, 2023

# What are we doing?

- Comprehensive review of off-street parking requirements:
  - During the Unified Development Code Update Project, the off-street parking regulations (Chapter 21.37) were pinged for more in-depth review
  - This was due to a proposed significant change to the method for calculating parking, and to allow other parking issues to be more carefully considered
- *What was not included was reviewing parking lot design standards that were updated in 2016*



# Basics of the code:

- Off-street parking refers to parking spaces on private property rather than public street
  - Chapter 21.37 establishes minimum parking requirements
  - Apply to new construction and when an existing use is either expanded or changed to a use with a higher parking demand
  - The origins of parking minimums was to prevent public streets from being overwhelmed by private vehicles
  - On-street parking can still be available but has not been a consideration in codes





# Important considerations:

- Minimum parking requirements can shape how a City is built due to the land requirements for parking
- Parking structures can alleviate some of the space needed for parking, but is expensive to build (starting around \$27,500 per stall (Seattle, 2021))
- Parking requirements historically have been based on single-use peak parking demand, which results in an over supply of parking on a typical day
- Parking reductions focus on parking demand, but rely on assumptions to predict
- Parking should not be thought about in isolation, but how it fits with other policies such as the Community's Vision for accommodating growth, and the effects on affordability



# Cost of Parking:

- **Average Construction Cost**
  - Surface parking lot  $\approx$  \$5,000 per space
  - Structured parking  $\approx$  \$27,422 per space

Cost can increase considerably based on a variety of factors such as levels below grade, façade design, current market conditions, number of stalls, etc.

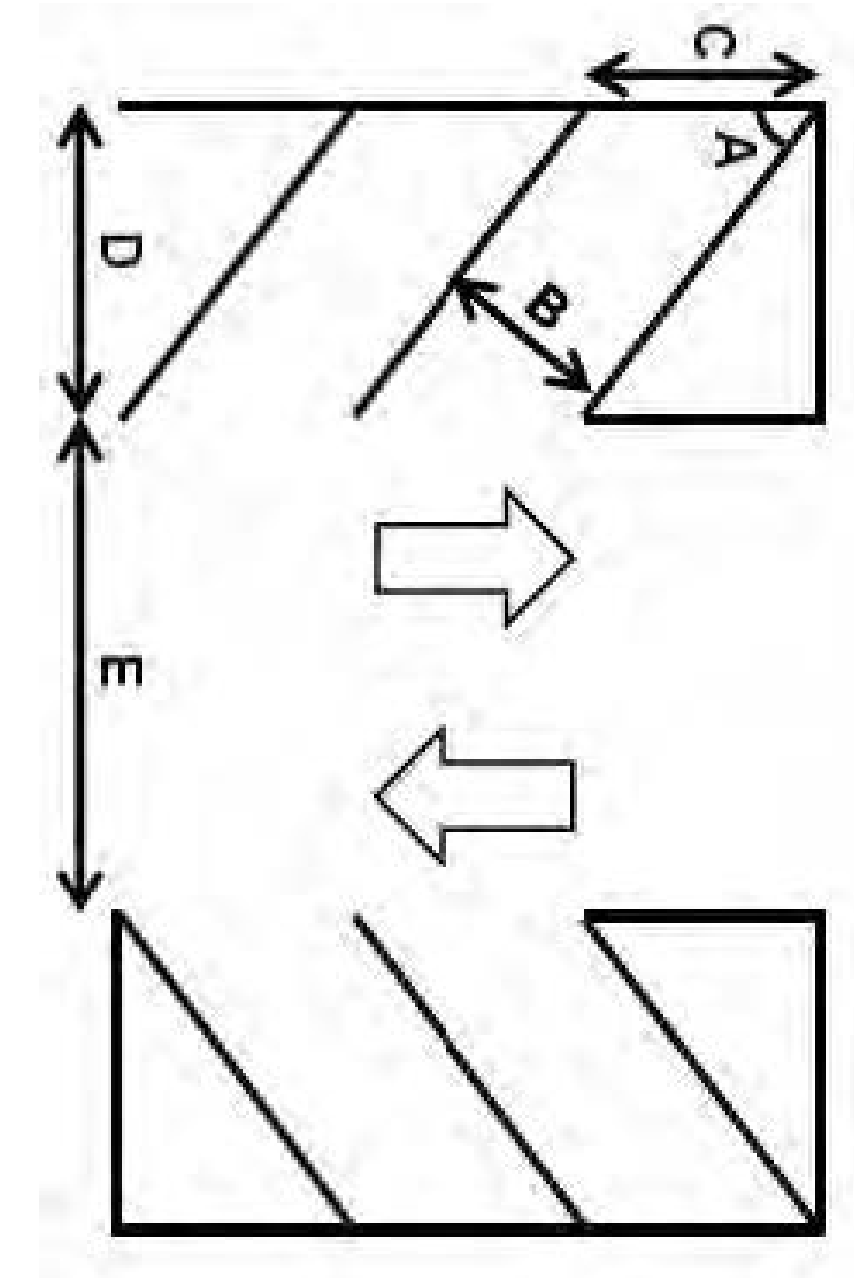
Offices Nationwide | 800.394.7275 | WGInc.com

2021   ▲ 15.8% CONSTRUCTION COST   FROM 2020			
City	Index	Cost/Space	Cost/SF
Albuquerque	87.1	\$22,385	\$66.81
Atlanta	89.2	\$22,924	\$68.42
Birmingham	86.4	\$22,205	\$66.27
Boston	114.3	\$29,375	\$87.67
Charlotte	87.0	\$22,359	\$66.73
Chicago	119.5	\$30,712	\$91.66
Cincinnati	89.9	\$23,104	\$68.96
Cleveland	96.0	\$24,672	\$73.64
Denver	91.5	\$23,516	\$70.18
Dallas	86.0	\$22,102	\$65.97
Detroit - Median	100.0	\$25,700	\$76.70
Houston	86.6	\$22,256	\$66.43
Indianapolis	92.3	\$23,721	\$70.80
Jacksonville - Lowest	84.0	\$21,588	\$64.43
San Francisco	129.8	\$33,359	\$99.56
Seattle	106.7	\$27,422	\$81.84
Tampa	84.8	\$21,794	\$65.05
Washington, D.C.	95.5	\$24,544	\$73.25
National Median	100	\$25,700	\$76.70

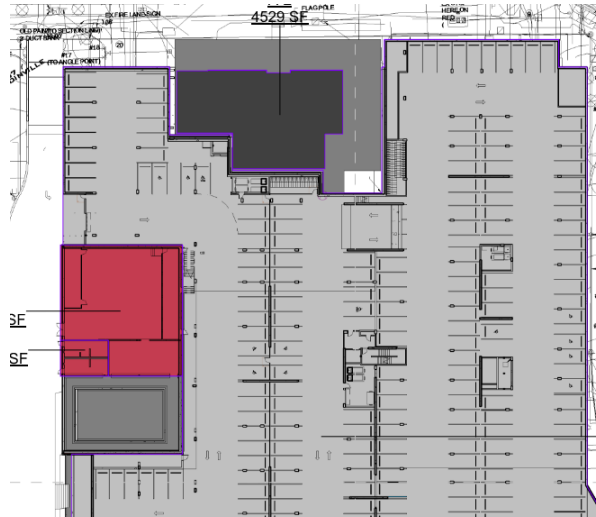


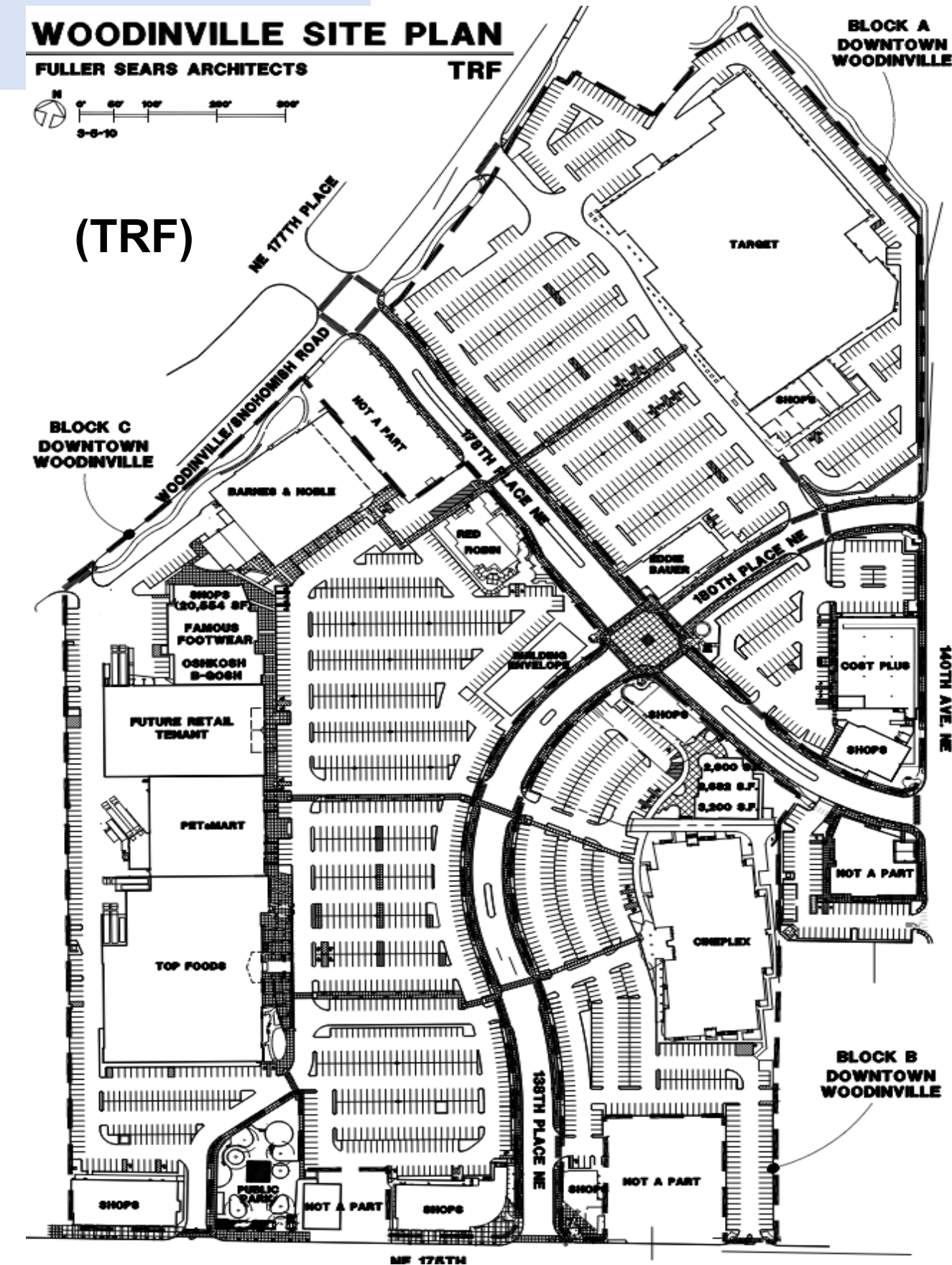
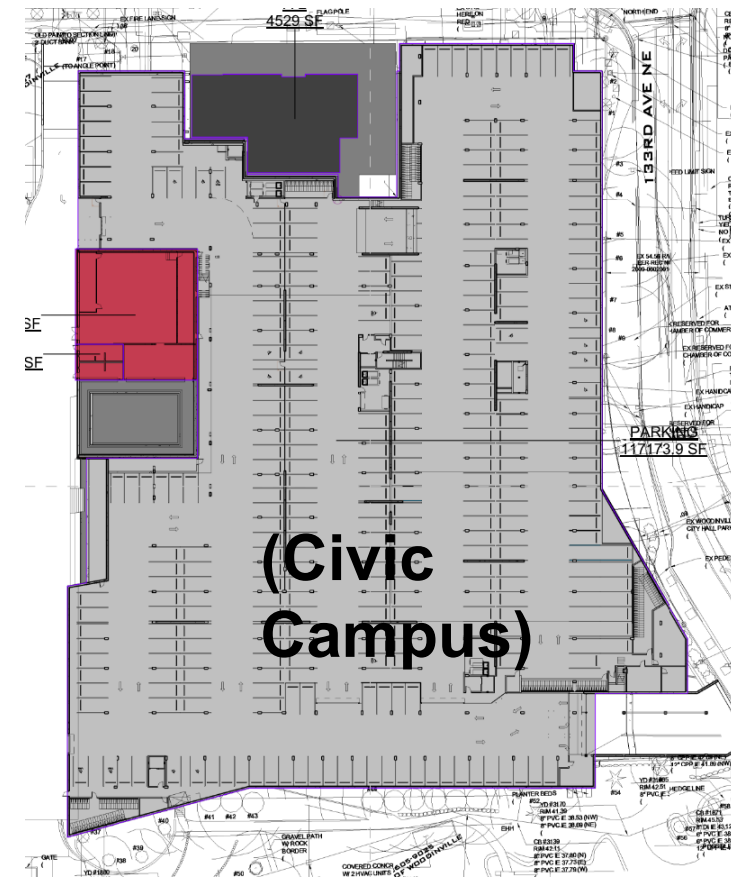
# Space Requirements:

- **Space Requirements:**
  - 300 to 500 square feet per space (includes drive aisle)
- **Some perspective:**
  - Every 375 square feet of retail requires 300 square feet of parking
  - Every 125 square feet of restaurant requires 300 square feet of parking
  - Every 94 square feet of tasting room requires 300 square feet of parking
  - Apartments require 375 square feet of parking per unit



# Example of Space Requirements:

- **TRF – Haggen, Target, AMC Theaters, etc.**
    - 40-acre site has 17.7 acres of surface parking
    - Nearly 2,500 parking stalls (1,419 parking stalls required)
  - **Civic Campus:**
    - 3.3-acre site would require 4.45 acres of parking if parked fully per code
- 
- A detailed site plan diagram of a parking lot. The plan shows a large rectangular area filled with parking stalls, organized into several rows. To the left of the main parking area, there are two smaller rectangular areas, one of which is shaded in red. Above the main parking area, there is a building footprint outlined in purple. The plan includes various labels such as '4529 SE', 'SE', and 'SE' indicating specific locations or sections. The overall layout suggests a large-scale development with significant parking requirements.





# Summary of changes:

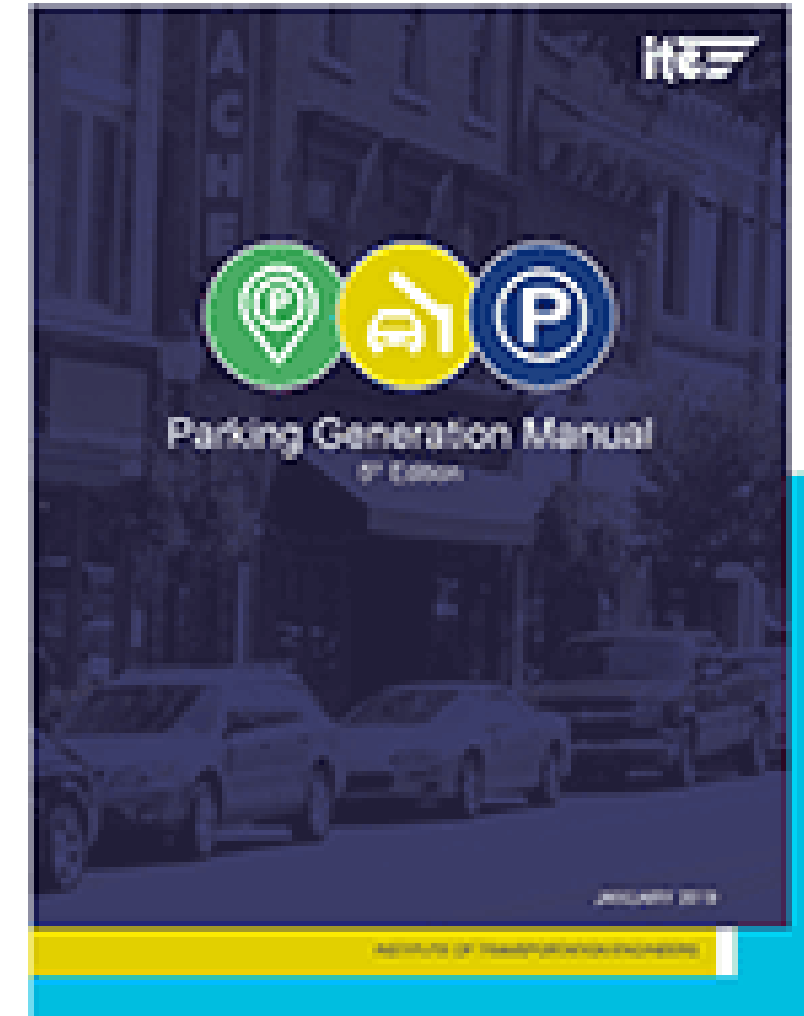
- Switch from a net usable floor area to a gross floor area to calculate minimum parking requirements
- Exempt structured parking spaces from the 110% maximum parking standard
- Add new parking provisions to more clearly account for outdoor areas used for commercial purposes
- Revise the parking reduction allowances
- Add a new residential loading space requirement for developments containing multifamily dwelling units
- Add parking reduction requirements near transit facilities per changes to the Growth Management Act



# Why the change to Gross Floor Area?

The switch to gross floor area will simplify calculations and provide better consistency:

- Net usable floor area is open for interpretations and has varied over the years
- Gross Floor Area is more straight forward and has less room to vary



# Parking ratios revised:

- Adjustments to parking ratios to reflect the change from Net to Gross
- Comparison with the ITE Parking Manual for General Urban/ Suburban areas

## Current Code

Retail/Wholesale Land Uses		
All retail trade uses or wholesale trade mixed retail		1 stall per 300 square feet
All wholesale trade uses		1 stall per 1,000 square feet
Exceptions:	Gasoline service stations without grocery	3 stalls per facility, plus 1 per service bay
	Gasoline service stations with grocery, no service bays	1 stall per facility, plus 1 stall per 300 square feet of store
	Bulk retail (including furniture and home furnishings)	1 stall per 500 square feet
	Eating and drinking establishments	1 stall per 75 square feet in dining and lounge area
	Tasting rooms	1 stall per 75 square feet in tasting area*

## New Code

General Sales, Office, & Services Uses		
Retail, Wholesale to the Public, and Personal Service Establishments		
	2,000 square feet or less	1 stall per 750 square feet
	Over 2,000 square feet and less than 30,000 square feet	1 stall per 350 square feet
	30,000 square feet and over	1 stall per 500 square feet
Professional Office		1 stall per 300 square feet
Food & Grocery Stores		1 stall per 275 square feet
Eating and Drinking Places		
	No indoor seating	1 stall per 200 square feet
	With indoor seating	1 stall per 125 square feet
Trade Contractors (excluding areas counted under outdoor storage areas)		1 stall per 550 square feet
Tasting Rooms*		
	750 square feet or less	1 stall per 250 square feet
	Over 750 square feet	1 stall per 100 square feet
* Unless separated from other uses by a permanent barrier that is at least 60 percent of the vertical room height, the entire floor area shall be designated as tasting room. Doors and windows may be included in the barrier provided they do not open up the floor area of the other uses to tasting or event activities.		
General Sales & Services not listed		1 stall per 350 square feet

# Parking ratios revised:

## Current Code

Residential Land Uses	
Single-family detached	2 stalls per dwelling
Multifamily (apartment, townhouse)	1 stall per unit, plus 1 stall per 4 units for guest parking
Accessory dwelling unit	1 additional stall

## New Code

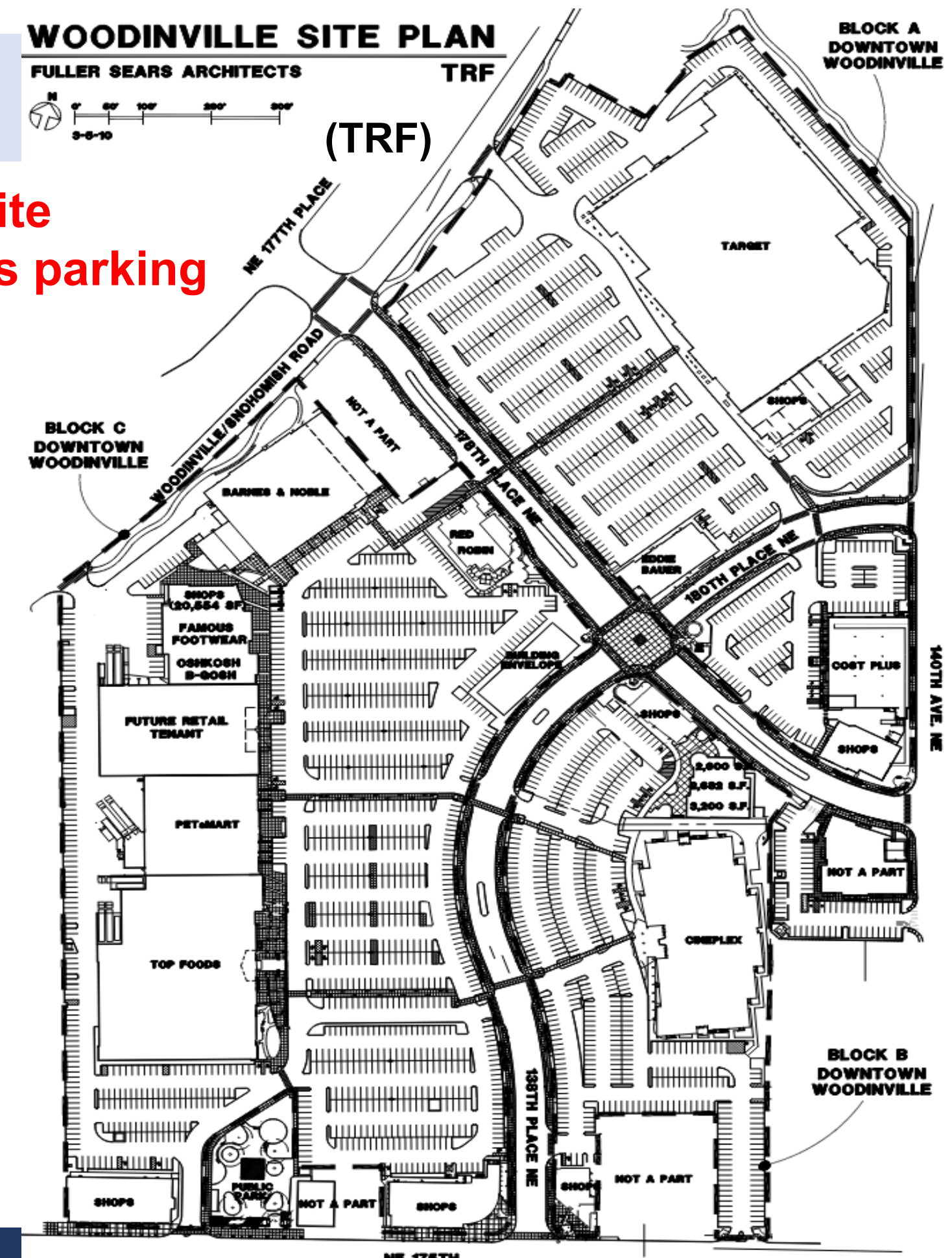
Residential Uses	
Single-family detached	2 stalls per dwelling
Duplex and Townhouse having 3 bedrooms or more	1.33 stalls per dwelling; plus 1 stall per 3 dwellings for guest parking
Duplex and Townhouse having 2 bedrooms or less; and all multifamily	1 stall per dwelling; plus 1 stall per 3 dwellings for guest parking
Multifamily Senior (55+)	1 stall per dwelling
Group Residential	0.3 per dwelling
Accessory Dwelling Unit	Per WMC 21.41.020



# Comparison Analysis

- **Current code:**
  - Estimated 374,4221 sq. ft. net usable floor area requiring 1,419 parking spaces
- **Proposed Code:**
  - 448,667 sq. ft. gross floor area requiring 1,422 parking spaces
- **Actual:**
  - 2,484 parking spaces provided based on a condition of 1 parking space per 200 sq. ft. of gross floor area

**40-acre site**  
**17.7 acres parking**



# Outdoor Spaces:

- Added provisions for parking outdoor spaces/ uses
- More unique to Woodinville because of the tasting rooms and tourism



- (b) Outdoor areas used as floor space for commercial activity shall be included in the calculation for off-street parking as follows:
  - (i) The outdoor floor space is accessory to an indoor commercial use, and the following conditions are present:
    - (A) The outdoor floor space is covered, and the commercial use of the covered space is of a permanent nature as determined by the director; and
    - (B) The outdoor covered floor space may include temporary enclosures; and
    - (C) Permanent heating and/or cooling equipment is installed to condition the space; and
    - (D) The cover is not required to be of a solid shelter as pergolas, canopies, and similar coverings may be included as outdoor covered floor space; and
    - (E) Table umbrellas and similar temporary small coverings shall not be included as outdoor covered floor space; and
    - (F) The first 250 square feet of outdoor covered floor space may be excluded from the calculations for off-street parking; or
  - (ii) The outdoor floor space, whether covered or uncovered, serves as the primary floor space for the commercial establishment; and:
    - (A) The use of the outdoor floor space for commercial use is of a permanent nature as determined by the director; and
    - (B) The use is not expressly listed as an outdoor use (e.g., Outdoor Recreational Facilities/ Parks, Uncovered Storage Areas, Dealership Sales, etc.) in Table 21.37.060; and
    - (C) Only the floor area accessible to customers shall be counted in determining the outdoor gross floor area used for calculating off-street parking; or
  - (iii) The director may waive the requirement for including outdoor areas in the off-street parking calculation if a parking study approved by the director demonstrates that the use of the outdoor area will not generate a demand for parking.



# Parking Modifications (Parking Reductions):

Three options (can choose only one):

- Multiple Use Shared Parking had minor edits
- Joint-Use Parking:
  - Reduction cannot be below the calculated peak parking demand
  - Maximum reduction 40% (was 50%)
- Parking Demand Reduction – New (multiuse not required):
  - Maximum 25% reduction (was 50%)
- Frequent Transit Service Parking Reduction deleted (transit can be accounted for in parking management techniques)
- Parking study provisions add details and parking management techniques edited for clarity



# Residential Loading Spaces

Add requirements for residential loading spaces – allow nonresidential loading spaces to also count towards the residential

**Table 21.37.100(2) Multiple Dwelling Unit Loading Spaces**

<u>Total Multiple Dwelling Units</u>	<u>Minimum Number of Loading Spaces Required</u>
0 – 39	None
40 - 150	1
<u>151 and for each additional 150 or fraction thereof</u>	<u>1 additional space</u>

In buildings containing mixed residential and nonresidential uses, the number of multiple dwelling unit loading spaces may be reduced by a corresponding number of nonresidential loading spaces shared and available to the residential uses. For example, a mixed-use building with 20,000 square feet of nonresidential usable floor area and having 150 multiple dwelling units would be required to provide only one non-residential loading space **for the building**. A mixed-use building having 20,000 square feet of nonresidential usable floor area and having 200 multiple dwelling units would be required to provide one nonresidential loading space **plus** one multiple dwelling unit loading space **for the building**.

# Growth Management Act Changes

State Legislature implemented limitations on minimum parking standards near high-quality transit; and accessory dwelling units. These state requirements supersede the City's code

Within a quarter mile of transit stops having certain levels of transit service:

- Affordable housing at the 50% and 30% of Median Household Income:
  - 1 parking space per 1 bedroom
  - 0.75 parking space per studio
- Senior/ disability housing:
  - No minimum requirement
- Market-rate housing:
  - 1 parking space per 1 bedroom
  - 0.75 parking space per studio (RCW 36.70A.620)
- Accessory Dwelling Unit:
  - No minimum requirement (RCW 36.70A.696 - .698)

# Questions?



## **RECOMMENDED MOTIONS:**

- **I MOVE TO OPEN THE PUBLIC HEARING AND ACCEPT PUBLIC TESTIMONY**
- **I MOVE TO CLOSE THE PUBLIC HEARING**
- **I MOVE TO APPROVE A RECOMMENDATION TO AMEND CHAPTER 21.37 OF THE WOODINVILLE MUNICIPAL CODE RELATING TO OFF-STREET PARKING REQUIREMENTS AND SEND THE RECOMMENDATION TO THE CITY COUNCIL**





CITY OF WOODINVILLE, WA  
**REPORT TO THE PLANNING COMMISSION**  
17301 133<sup>rd</sup> Avenue NE, Woodinville, WA 98072  
[WWW.CI.WOODINVILLE.WA.US](http://WWW.CI.WOODINVILLE.WA.US)

---

**To:** Planning Commission **Date:** April 26, 2023  
**By:** Robert J. Grumbach, AICP, Director of Development Services  
**Subject:** Discussion – Green Partner’s (Molbak’ s) Development Agreement

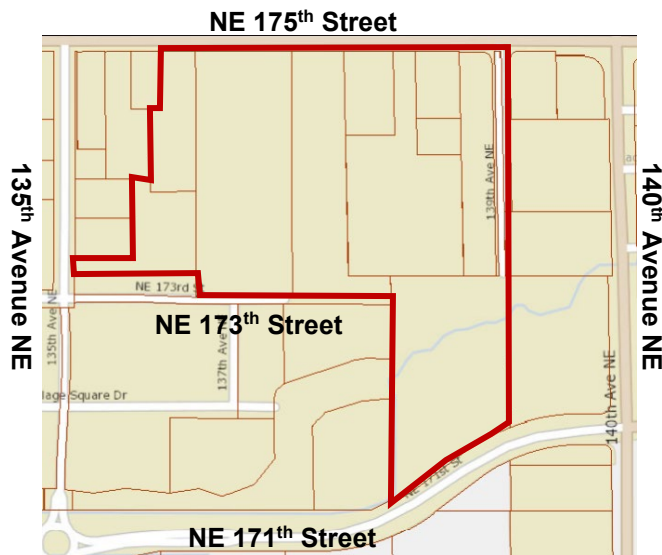
---

**Issue:** Discussion on proposed Green Partner, LLC Development Agreement.

**Recommendation:** Discuss the proposed Green Partner Development Agreement and provide input as we prepare for a public hearing on May 24, 2023.

**Background for Discussion:**

1. Green Partners applied for a development agreement on June 28, 2021, for the redevelopment of 19.17 acres of land that includes the Molbak’s Home + Garden store. The location of the Project extends about 950 feet along NE 175<sup>th</sup> Street west of 139<sup>th</sup> Avenue NE; and is bordered on the south by NE 173<sup>rd</sup> Street and NE 171<sup>st</sup> Street (see map below).



2. The Applicant is proposing the following:

- Demolish existing improvements on the site including the existing Molbak’ s store;
- Constructing 1,210 multifamily dwelling units;
- Constructing 400,000 square feet of commercial space including the new Molbak’ s Home + Garden store, other retail spaces, office, restaurants, tasting rooms, and hotel;
- Complete construction of 138<sup>th</sup> Avenue NE between NE 173<sup>rd</sup> Street and NE 175<sup>th</sup> Street; and contribute to the cost of the south half of 138th Avenue NE and the 138<sup>th</sup>/171<sup>st</sup> roundabout being constructed by Woodin Creek Village;
- Construct 139<sup>th</sup> Avenue NE; and
- Frontage improvements along NE 175<sup>th</sup> Street, NE 173<sup>rd</sup> Street, and NE 171<sup>st</sup> Street
- Constructing additional private roads.

3. A list of the public benefits being provided is included in Exhibit K of the development agreement and summarized as follows:
  - Maintain the Molbak' s Garden + Home store in downtown Woodinville and an estimated half a million visitors each year with the new facilities.
  - \$3.8 million in park impact fees will be generated to support constructing trails and parks.
  - Absorb an estimated \$2 million to \$4 million of the cost to construction of 138<sup>th</sup> Avenue NE and NE 173<sup>rd</sup> Street (they will also absorb 100 percent of the costs of constructing 139<sup>th</sup> Avenue NE, frontage improvements along NE 175<sup>th</sup> Avenue NE, and the construction of private roads NE 174<sup>th</sup> Street and 137<sup>th</sup> Avenue NE).
  - Provide at least 18 to 45 affordable dwelling units consistent with Chapter 3.43 WMC (Multi-family Property Tax Exemption).
  - In exchange for height and residential floor area ratio development bonuses: LEED Gold or higher construction as well as other public benefits outlined in the Zoning Code (these will be determined at the time of construction permits).
4. In providing public benefits to qualify for development bonuses, the Zoning Code sets forth a minimum cost that these benefits should total. Based on an estimated \$350 million in building valuation for all phases of the project, the development bonuses will need to include public benefits totaling more than \$3.5 million, which are additional to the public benefits being provided for the rights to the development agreement.
5. Per WMC 21.85.020, the purpose of a development agreement is to:
  - Provide certainty in the development review process; particularly for large-scale or multiphase developments.
  - It may establish the "ground rules" for review of the development application and construction of the project.
  - A development agreement provides the opportunity for the City and the developer to agree on the scope and timing of the project, applicable regulations and requirements, mitigation requirements and other matters relating to the development process.
  - A development agreement promotes the general welfare by balancing the public and private interests, providing reasonable certainty for a development project, and addressing other matters, including reimbursement over time for the financing of public facilities.
  - Development agreements may provide public benefits such as affordable housing, pedestrian-oriented communities, mixed use development and creation of public amenities such as parks and open spaces.
6. Green Partners is proposing to develop the project in phases. These phases are summarized as follows:
  - Phase 1: Will be located south of NE 175th Street and east of 138th Avenue NE and contain approximately 391,350 square feet with a residential target of 219 units (250,000 square feet), and 141,350 square feet of commercial space, including the new Molbak's Garden + Home store location.
  - Phase 2: Will be located west of 138th Avenue NE and immediately north of NE 173rd Street and contain approximately 370,000 square feet with a residential target of 320 units, 15,000 square feet of commercial, and 20,000 square feet of office space.

- Phase 3: Will be located west of 138th Avenue NE and immediately south of NE 175th Street and will contain approximately 370,000 square feet with a residential target of 320 units, 37,000 square feet of commercial, and 12,000 square feet of office space.
- Phase 4: Will be located west of Phase 2 and Phase 3 and immediately south of NE 175th Street and will contain approximately 400,000 square feet with a residential target of 350 units, 46,000 square feet of commercial, and 5,000 square feet of office space.
- Phase 5: Will be located east of 138th Avenue NE and south of Woodin Creek and will contain approximately 150,000 square feet with a 120-room hotel or residential or mixed-use.



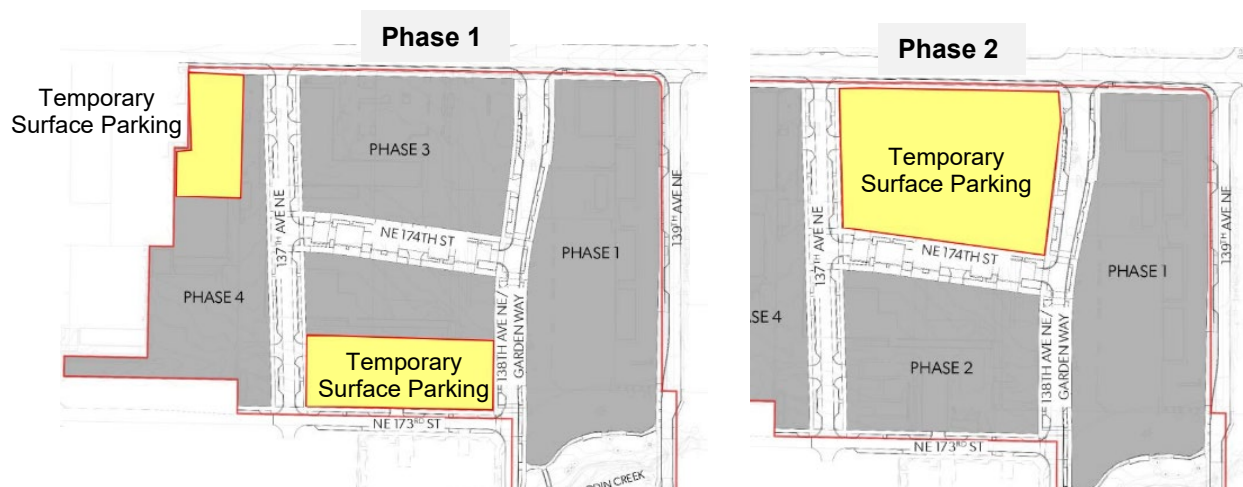
**Note:** The Phasing of the development can be modified by the Owner as well as the scope of work outlined in each Phase.

7. Phasing of road improvements. The construction of roads to support the project will occur as different phases are built. Exhibit E of the development agreement includes illustrations of the phasing of these road improvements.



*\*Woodin Creek Village is building the southern half of 138<sup>th</sup> including the roundabout. This must be completed prior to Green Partner's Phase 1 occupancy.*

8. Phasing of parking facilities. The development agreement outlines an allowance for the temporary use of surface parking lots to satisfy parking requirements for Phase 1. These temporary surface parking lots will be located as shown in Exhibit C of the development agreement and presented below.



9. The requested development agreement supports the following:

- Vesting development regulations. The applicant requests vesting all phases of the project to the development regulations in effect on the date the development agreement for 10 years. These vesting rights do not apply to environmental regulations required by the state such as storm water regulations; and they do not apply to state building codes adopted by the City. The authority to allow vesting is per WMC 21.85.060.

If there are future amendments to the development regulations that Green Partners wishes to take advantage of, vesting will require an amendment to this development agreement.

- Vesting impact fees. The applicant requests vesting the project to the impact fees currently in effect. This include \$440 per ADT for traffic impact fees; \$3,175 per each dwelling unit for park impact fees. School impact fees are expressively not vested and will be determined at the time of complete building permit applications. The authority to allow vesting is per WMC 21.85.060.
- Authorizing 75-foot Height. In the East Frame Design District as this overlay the CBD zone, increased height to 75 feet may be allowed when authorized by a development agreement pursuant WMC 21.32.040(4)(b) and (c), and public benefits are provided.
- Authorizing 2.5:1 Residential Floor Area Ratio. Within the CBD zone, a maximum residential floor area ratio of 2.5:1 may be allowed pursuant to WMC 21.32.050(2)(a) and (b) with public benefits being provided.
- Authorizing Downtown Vision and Illustrative Guidelines. The applicant requests the use of the “Downtown Vision and Illustrative Guide: June 2018” per Resolution 524 for departures from the Commercial Design Standards in Chapter 21.40 WMC. WMC 21.40.035 allows the use of the downtown illustrative guide as alternative design standards when authorized by a development agreement per WMC 21.40.035. Specific requests for design departures will be evaluated with applications for design review.
- Public benefits. Memorializes the public benefits to be provided by this project. This is summarized in Exhibit K.
- Transportation concurrency. Concurrency approval for projects is required per Chapter 21.90 WMC. Concurrency is a determination that there are adequate public services such as sewer, water, and roads to support the project.

10. Pursuant to WMC 21.85.060, the duration of a development agreement cannot exceed 10 years. The proposed development agreement is for 10 years.

11. A three-party infrastructure agreement between the City, Green Partners, and Woodin Creek Village for the construction of the south half of 138<sup>th</sup> Avenue NE and the 138<sup>th</sup>/171<sup>st</sup> roundabout is included as Exhibit I of this development agreement. This three-party agreement is included in the Woodin Creek Village Amended Development Agreement approved under Resolution No. 617.

12. The agreement includes a clause where minor amendments to the agreement can be approved by the City Manager while major modifications require the City Council to approve. MainStreet also has a right to assign or transfer all or portions of their interest in the agreement to other parties.
13. The City is not obligated to approve a development agreement. Development agreements are a type of contract that both parties must be comfortable agreeing with the terms. As such, the terms are negotiable provided they are reasonable, and they comply with all federal, state and local regulations. Development agreements cannot alter development regulations unless expressly stated in the municipal code. Furthermore, it is appropriate to consider the impacts that will be generated by the project when considering development agreements. However, any consideration should be reasonably connected to the project and should be reasonably proportional to the amount of benefits the city will grant to the applicant.
14. Woodinville Municipal Code (WMC) 21.82.040 establishes that development agreements be reviewed by the Planning Commission at a public hearing prior to action by City Council on the proposed agreement. A public hearing on the development agreement is scheduled for the Planning Commission's regular meeting on August 3, 2022.

**RECOMMENDED MOTIONS:**

None required. Planning Commissioners should be prepared to discuss with the applicant and provide input to staff on the terms of the development agreement.

Input can be provided by a consensus or by a formal vote on motions.

Please note that the Planning Commission will have another opportunity to discuss the terms of the development agreement at the public hearing on May 24, 2023.

**Attachments:**

- 1) Draft Resolution
- 2) Green Partner Development Agreement with Exhibits
- 3) Project Drawings



**RESOLUTION NO. \_\_\_\_\_****RESOLUTION OF THE WOODINVILLE, WASHINGTON CITY COUNCIL  
APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT  
AGREEMENT WITH GREEN PARTNERS, LLC; AND AUTHORIZING THE  
CITY MANAGER TO TAKE ADDITIONAL ACTIONS CONSISTENT WITH  
SUCH AGREEMENTS AND THIS RESOLUTION.**

---

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

**WHEREAS**, the City Council set forth the procedures and criteria for development agreements in Chapter 21.85 WMC; and

**WHEREAS**, the Green Partners, LLC requested to enter into a development agreement with the City Council for a proposed redevelopment of 19.17 acres of land located between NE 175<sup>th</sup> Street and NE 171<sup>st</sup> Street, and between 139<sup>th</sup> Avenue NE and the future extension of 138<sup>th</sup> Avenue NE; and

**WHEREAS**, upon review of the \_\_\_\_\_ *Traffic Impact Analysis for Woodinville Garden District* (\_\_\_\_\_ 2023, Transpogroup) the City determined that the project proposed with the mitigation measures set forth in the development agreement meets the City's standards for transportation concurrency approval and mitigates any significant adverse impacts to the City's transportation system; and

**WHEREAS**, after providing notice consistent with WMC 21.85.030, the Planning Commission held a public hearing to receive public testimony on the proposal on \_\_\_\_\_; and

**WHEREAS**, the Woodinville Planning Commission after reviewing the proposal and receiving public comments regarding the Development Agreement voted to recommend that Council \_\_\_\_\_ the proposed Development Agreement; and

**WHEREAS**, the Woodinville City Council has reviewed the Planning Commission's recommendation; and

**WHEREAS**, the City issued a project Mitigated Determination of Nonsignificance for the proposal under WAC 197-11-350 on \_\_\_\_\_; and

**WHEREAS**, the City of Woodinville and Green Partners are providing mutual benefits as described in the Development Agreement; and

**WHEREAS**, the City Council finds that approval of this development agreement will promote the public health, safety, and general welfare within the City of Woodinville and is in the City's best interest.

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

**Section 1. Approval of Development Agreement Amendment.** The Woodinville City Council hereby approves the Development Agreement between the City of Woodinville and Green Partners for development of the property, as shown in Exhibit A, and authorizes the City Manager to execute the same in substantially the form as shown in Exhibit A.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
Mike Millman, Mayor

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
Katie Hanke, City Clerk

DRAFT

## DEVELOPMENT AGREEMENT

### City of Woodinville and Green Partners, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2023, by and between GREEN PARTNERS, LLC a Washington limited liability company ("Owner"), and the CITY OF WOODINVILLE, a Washington optional municipal code city (the "City"). Owner and City are sometimes referred to herein individually as "Party" or collectively as the "Parties".

## BACKGROUND AND CONTEXT

- A. Owner owns a site approximately 19.17 acres in size and more particularly described on **Exhibit A** attached hereto (the "Real Property"), which Real Property is in the Central Business District zone of the City.
- B. Woodinville Municipal Code ("WMC") 21.85.020 et seq. authorizes the execution of development agreements which address the "ground rules" for review and development applications and construction of projects, define the scope and timing of projects, confirm applicable regulations, and specify mitigation measures. This Agreement between Owner and the City is a collaboration that will provide mutual benefit for the parties, residents, and businesses of the Woodinville downtown, and the region.
- C. Owner is proposing the demolition of existing improvements on the Real Property and the construction of a new development to be known as The Gardens District™ (the "Project"). The Project is expected to include a mix of uses, including but not limited to retail, restaurants, office, hotel, multifamily apartments, and a new store for an existing business currently operating on the Real Property, Molbak's Garden + Home. A conceptual overall site plan for the Project (the "Overall Site Plan") is shown on **Exhibit B** attached hereto. All the uses would be integrated into the Project in a manner that supports the vision and goals of the City's Comprehensive Plan and its Eleven Guiding Principles, the Downtown Vision and Illustrative Guide, and the 2012 Downtown Streetscape Master Plan.
- D. Given the size of the Project, it is not reasonable to construct the entire development at one time, and therefore, as set forth in Section 5 below, the Project is expected to be constructed in phases (each, a "Phase"). The area of each anticipated Phase is shown on the Overall Site Plan.
- E. Owner and the City agree that the Project is projected to provide benefits to the City in the form of developer-constructed public improvements such as the northern portion and part of the southern portion of the 138th Avenue NE (Garden Way) extension, part of 139th Avenue NE, frontage improvements to NE 175th Street, street and sidewalk improvements, open space, public landscaping, as well as new services and amenities for the Central Business District neighborhood.
- F. Providing for the proposed development of the Real Property affirms existing Comprehensive Plan policies for the Central Business District neighborhood and supports the City's goals for economic growth through the provision of additional housing, additional

accommodations for businesses, and public amenities for current and future citizens of the City.

- G. Owner and the City desire to establish provisions for the future development of the Real Property consistent with the amount and type of development planned for the Central Business District neighborhood.
- H. Both the City and Owner recognize the benefits that both would derive from long term planning and development of the Real Property.

A development agreement must be approved by ordinance or resolution after a public hearing. A public hearing for this Agreement was held by the Planning Commission on \_\_\_\_\_, 2023. The City Council approved this Agreement by Resolution No. \_\_\_\_ on \_\_\_\_\_, 2023.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. **Project Description.** The Project consists of demolition of existing buildings and parking lots on the Real Property and the construction of a mixed-use development on the Real Property generally consistent with the Overall Site Plan attached hereto as **Exhibit B** and consisting of approximately 1,210 multifamily residential units, and 400,000 square feet of commercial space, consisting of, but not limited to uses such as retail, restaurants, office, and hotel. Primary vehicular access to the Project will be provided by NE 175th Street, NE 171st Street, and the future 138th Avenue NE "Garden Way" grid road. Notwithstanding the provisions of this Agreement, Owner may elect to build all, part, or none of the proposed Project depending on conditions at the Real Property and/or market conditions, provided that if Owner ceases development of the Real Property after commencing construction of any Phase (as defined in Section 5 below), the construction of that Phase must be completed or otherwise brought to conditions that are in compliance with the Vested Code.
2. **Permitted Uses.** All uses permitted by applicable zoning in the Vested Code (as defined in Section 11 below) shall be permitted within the Project.
3. **Maximum Allowable Development.** The maximum amount of development on the Real Property is proposed to be 400,000 square feet of commercial development and 1,300,000 square feet of residential development (approximately 1,210 dwelling units as calculated by applicable zoning regulations in the Vested Code. Should development exceed the project elements reviewed pursuant to the State Environmental Policy Act ("SEPA") for this Agreement, subsequent SEPA review may be required as described in Section 8 below.
4. **Applicable Development Standards.**
  - 4.1 Development Standards. The Project shall be subject to the development standards established by the applicable provisions of the Vested Code, provided that:
    - 4.1.1 Height. Buildings and structures on the Property shall be authorized to be built to the bonus height standards beyond the Maximum Height in the Vested Code as

permitted by WMC 21.32.040(4)(b) and WMC 21.32.040(4)(c), provided all conditions for the height bonuses are satisfied.

- 4.1.2 Residential Density. Buildings on the Property shall be authorized for bonus residential floor area ratios set forth in WMC 21.32.050(3), including the bonus residential floor area ratio of two and one half ((2.5:1) usable floor area/lot area in square feet) set forth in WMC 21.32.050(3)b), provided the Project or a phase thereof contributes public benefits consistent with the corresponding subsection of WMC 21.32.050(3).
  - 4.1.3 Private Streets. Subject to review and approval by the Public Works Director, the Project shall be authorized to develop certain internal private streets that will be built to the road standard for private streets set forth on the Road Standards diagram attached hereto as **Exhibit C** to achieve operational flexibility for larger-format retail users within the Project.
  - 4.1.4 Ground Floor Residential. Ground floor residential fronting public streets is authorized under this Agreement and may be constructed in lieu of “active uses” consistent with Figure 21.42.040 of the Woodinville Municipal Code south of Woodin Creek along 138<sup>th</sup> Avenue NE.
  - 4.1.5 Use of Surface Parking. Existing surface parking may be utilized on a temporary basis to satisfy the conditions for structured parking set forth in the height bonuses in WMC 21.32.040(4) as some of the necessary structured parking facilities will be constructed with later phases of the Project as identified in **Exhibit C**. Additionally, after Molbak’s existing store is demolished, the expansion of the existing surface parking lot on a temporary basis may be authorized as shown in **Exhibit C**. The utilization of such surface parking lots may follow the design standards set forth in **Exhibit C** instead of the standards adopted in Chapter 12.09 WMC and WMC 21.37.070. If at the conclusion of the term of this Agreement, any surface parking lots remain, the Owner shall make all necessary improvements to bring surface parking lots into compliance with all City standards set forth in the Vested Code and applicable to the development.
  - 4.1.6 Open Space. Each phase of the Project must comply with requirements under the WMC as they relate to Open Space requirements but shall be measured as per the amount required throughout the entire project, allowing for flexibility between Phases, consistent with Section 4.2 below.
- 4.2 Whole Site. Because of the integrated nature of this Project, which will continue to function as one site, while being divided into separate lots and built in different phases, compliance with development standards, including, but not limited to, improvements to site access, interior circulation, parking areas, open space, drainage facilities, landscaping, density requirements such as maximum floor area ratio, allowed ground-floor residential, and building coverage shall be calculated by considering the entire Real Property; provided, adequate measures approved by the City are recorded to ensure future compliance with development standards. The City may require Owner to provide information documenting and tracking such compliance.

4.3 Design Standards. Substantial compliance with The City of Woodinville Downtown Vision & Illustrative Guide: June 2018, approved by the City Council pursuant to Resolution No. 524 shall be achieved with design standards for the Project, as authorized by WMC 21.33.030. The design review procedures in the commercial design standards shall apply.

5. **Phasing/ Flexibility**. The Project is anticipated to be constructed in five (5) Phases as shown on the Overall Site Plan, which may or may not correspond to their actual order after Phase 1. The Owner may modify development of the phases and the mix of development in each phase at its discretion, provided such modifications are consistent with the applicable terms of this agreement and the Vested Code.

5.1 Phase 1: Will be located south of NE 175th Street and east of 138th Avenue NE and contain approximately 391,350 square feet with a residential target of 219 units (250,000 square feet), and 141,350 square feet of commercial space, including the new Molbak's Garden + Home store location. Parking to serve Phase 1 will be located in underground structured parking facilities and temporarily on an existing surface parking lot (see Section 4.1.5) on the west side of 138th Avenue NE. The old Molbak's store will be demolished within one hundred eighty (180) days after the opening of the new Molbak's Garden + Home store.

5.2 Phase 2: Will be located west of 138th Avenue NE and immediately north of NE 173rd Street and contain approximately 370,000 square feet with a residential target of 320 units, 15,000 square feet of commercial, and 20,000 square feet of office space. Parking to serve Phase 2 and the remaining structured parking for Phase 1 will be located on Phase 2 in structured parking facilities, except as may be allowed for surface parking on Phase 1 or 2 by WMC 21.32.040(4)(c)(iv).

5.3 Phase 3: Will be located west of 138th Avenue NE and immediately south of NE 175th Street and will contain approximately 370,000 square feet with a residential target of 320 units, 37,000 square feet of commercial, and 12,000 square feet of office space. Parking to serve Phase 3 will be located on Phase 3 in structured parking facilities, except as may be allowed for surface parking on Phase 3 by WMC 21.32.040(4)(c)(iv).

5.4 Phase 4: Will be located west of Phase 2 and Phase 3 and immediately south of NE 175th Street and will contain approximately 400,000 square feet with a residential target of 350 units, 46,000 square feet of commercial, and 5,000 square feet of office space. Parking to serve Phase 4 will be located on Phase 4 in structured parking facilities except as may be allowed for surface parking on Phase 4 by WMC 21.32.040(4)(c)(iv).

5.5 Phase 5: Will be located east of 138th Avenue NE and south of Woodin Creek and will contain approximately 150,000 square feet with a 120-room hotel or residential or mixed-use. Parking to serve Phase 5 will be located on Phase 5 in structured parking facilities, except as may be allowed for surface parking on Phase 5 by WMC 21.32.040(4)(c)(iv).

5.6 Adequacy of Infrastructure at Each Phase. Each Phase shall be designed so that the necessary infrastructure to support that Phase (including water, sewer, stormwater management, electrical power, streets, and other utilities) is either in place or will be built with that Phase and does not rely on infrastructure to be built in a later Phase.



Completion of Phases. Owner may, at Owner's discretion, develop each Phase separately or may develop multiple Phases simultaneously. Owner may develop Phases in such order as Owner deems prudent and desirable at Owner's discretion. For the avoidance of doubt, the numbers used to identify each Phase are for identification purposes only. Except as to Phase 1, the sequential nature of such identifiers shall not be interpreted to require that any Phase must be developed before or after any other Phase. Upon issuance of a certificate of occupancy ("CO") for any Phase of the Project, the Owner may request, and the City may issue and, if issued, the Owner shall record a Certificate of Satisfaction, in a form substantially similar to the notice attached as **Exhibit D**, for that Phase.

## **6. Mitigation of Project Transportation Impacts.**

Along with payment of transportation impact fees, Owner shall mitigate associated transportation impacts by constructing infrastructure improvements for each phase of the Project and, with the exception of any incomplete improvements otherwise subject to an agreement between City and Owner, must complete and obtain acceptance of the improvements from the City, including as-builts approved, right-of-way and easements dedicated, prior to issuance of a final CO for any building in that Phase consistent with WMC 21.62.120.

### **6.1 Phase 1 Improvements.**

6.1.1 During Phase 1, Owner shall: (i) construct and dedicate to the City or contribute funding for certain public improvements that are part of the City's Schedule of Transportation System Improvement Projects and constitute system improvements as defined in WMC 3.39.030 ("System Improvements"); (ii) construct and dedicate to the City certain improvements that are internal to the Project site or otherwise do not qualify as System Improvements (as further defined below, "Project Infrastructure Improvements"); and (iii) dedicate real property for purposes of public right-of-way and public easement use by the City (as further defined below, "Dedications"), all generally shown in **Exhibits E through H**.

6.1.2 Category 1 - Phase 1 System Improvements. "System Improvements" for purposes of Phase 1 are:

6.1.2.1 Street improvements to 138<sup>th</sup> Avenue NE between NE 175<sup>th</sup> Street and NE 173<sup>rd</sup> Street; and

6.1.2.2 Street improvements to 138<sup>th</sup> Avenue NE between NE 173<sup>rd</sup> Street and NE 171<sup>st</sup> Street; and

6.1.2.3 Stream crossing bridge on 138<sup>th</sup> Ave NE over Woodin Creek; and

6.1.2.4 Single-lane roundabout on NE 171<sup>st</sup> Street / 138<sup>th</sup> Avenue NE along with the transition to existing streets as shown in **Exhibit E**.

6.1.3 Category 2 - Phase 1 Project Infrastructure Improvements. "Project Infrastructure Improvements" for purposes of Phase 1 are:

- 6.1.3.1 Frontage improvements along NE 175<sup>th</sup> Street frontage, repair any pavement damaged during installation of utilities as directed and approved by the Public Works Director.
- 6.1.3.2 Street improvements to 139<sup>th</sup> Avenue NE from NE 175<sup>th</sup> Street to NE 171<sup>st</sup> Street as shown in **Exhibit E**.
- 6.1.4 **Category 3 - Dedications**. “Dedications” for purposes of Phase 1 are dedications to the City of the following real property interests:
  - 6.1.4.1 Public right-of-way as needed to the City along the entire frontage of Phase 1 of the Real Property;
  - 6.1.4.2 Public right-of-way and easements associated with construction of 138<sup>th</sup> Avenue NE to the City; and
  - 6.1.4.3 Public right-of-way and easements associated with construction of 139<sup>th</sup> Avenue NE to the City as shown in **Exhibit E**.
- 6.2 **Phase 2 Improvements**. The “Phase 2 Improvements” are generally shown in Exhibit G, and include:
  - 6.2.1 Construction of street improvements to NE 174<sup>th</sup> Street from 138<sup>th</sup> Avenue NE west to 137<sup>th</sup> Avenue NE; and
  - 6.2.2 Construction of street improvements to 137<sup>th</sup> Avenue NE from NE 173<sup>rd</sup> Street to NE 174<sup>th</sup> Street; and
  - 6.2.3 Construction of frontage improvements and repair any pavement damaged during installation of utilities, as directed, and approved by the Public Works Director, along 173<sup>rd</sup> Street NE along the south property line of the Real Property; and
  - 6.2.4 Dedication of public right-of-way and easements to the City associated with the construction of NE 174<sup>th</sup> Street, 137<sup>th</sup> Avenue NE, and 173<sup>rd</sup> Street NE as shown in **Exhibit F**.
- 6.3 **Phase 3 Improvements**. The “Phase 3 Improvements” are generally shown in Exhibit H, and include:
  - 6.3.1 Construction of street improvements to 137<sup>th</sup> Avenue NE from NE 174<sup>th</sup> Street to NE 175<sup>th</sup> Street; and
  - 6.3.2 Dedication of public right-of-way and easements to the City associated with the construction of NE 137<sup>th</sup> Street as shown in **Exhibit G**.
  - 6.3.3 Construction of frontage improvements and repair any pavement damaged during installation of utilities, as directed, and approved by the Public Works Director, along NE 175<sup>th</sup> Street along the north property line of the Real Property in conformance with the alignment shown in **Exhibit G**.

6.4 Phase 4 and 5 Improvements. The “Phase 4 and 5 Improvements” are generally shown in Exhibit I, and include:

6.4.1 Construction of half-street frontage improvements consistent with Chapter 21.63 WMC; and

6.4.2 Dedication of any public right-of-way and easement dedications to the City associated with the construction of half-street frontage improvements as shown in Exhibit H.

7 **Transportation Impact Fee Credits/Refunds**. The City shall provide transportation impact fee credits (or refund of fees previously paid) for the actual direct and indirect costs of design and construction of the Phase 1 System Improvements incurred by Owner in accordance with the terms and conditions of the Infrastructure Development Agreement by and among City, Owner, and Woodin Creek Village Associates, LLC (“WCVA”), in substantially the form attached as Exhibit I (the “Infrastructure Development Agreement”), which agreement shall be executed concurrently with this Development Agreement.

## 8 **Development & Subsequent Approvals**.

8.1 Issued Approvals. The following approvals have been or will be issued for the development and construction of the Project: [REDACTED]

8.2 Environmental Review. The Project has been reviewed pursuant to the requirements of SEPA. A project Mitigated Determination of Non-Significance (“MDNS”) was issued for the Project on [REDACTED], 2023.

8.3 Concurrency. The City’s transportation concurrency regulations are adopted in accordance with the Growth Management Act (see RCW 36.70A.060(6)(b)). Their purpose is to ensure that the City’s transportation system is adequate to serve future development at the time the development is available for occupancy without decreasing current service levels below established minimum standards. The City has reviewed a traffic impact analysis (*Woodinville Garden District Transportation Impact Analysis*) prepared by Transpogroup dated March 2023 and determined that Phases 1 through 5 of the Project satisfy the City’s standards for transportation concurrency approval and mitigate any significant adverse impacts to the City’s transportation system. Transportation concurrency is granted for the following:

- 1,210 dwelling units;
- 129,350 square feet for the Molbaks store;
- 44,000 square feet of restaurant space;
- 44,000 square feet of retail space other than Molbaks;
- 22,000 square feet of Tasting Room space; and
- 120-room hotel.

8.4 Urban Stream Designation. The portion of Woodin Creek located on the Real Property has been designated an Urban Stream (see Exhibit J) pursuant to WMC 21.51.410(1)(b)(iv) with a 50-foot stream buffer. Stream improvements for the 50-foot buffer shall be inspected and obtain approval from the City prior to any final Certificate of Occupancy being issued for Phase 1 or Phase 5.

8.5 Subsequent Approvals. The Parties agree that the Owner shall be required to obtain from the City several future permits and approvals for development of the Property (collectively, the “Subsequent Approvals”). Subsequent Approvals shall include, but are not limited to, the following: Binding Site Plan, site plan reviews, site development permits, design review approvals, right-of-way and building permits. Subsequent Approvals shall be reviewed and approved pursuant to the Vested Code as set forth in Section 11.

## 9 **Utilities.**

9.1 Sanitary Sewer. The Project will connect to existing sanitary sewer lines located on or adjacent to the Real Property. Certificate of Sewer Availability is required for each phase of the development from Woodinville Water District.

9.2 Water. The Project will connect to existing water lines located on or adjacent to the Real Property. Certificate of Water Availability is required for each phase of the development from Woodinville Water District.

9.3 Storm Water. Storm water runoff from the Project will be treated as required by the 2021 King County Storm Water Design Manual and any amendments to the manual adopted by the City as well as other applicable regulations, including detention and treatment in underground vaults on the Real Property.

10 **Public Benefit**. Owner shall provide the public benefits set forth on Exhibit K attached hereto. Consistent with the public benefits provisions for development agreements in WMC 21.85.020(2) and WMC 21.85.040(4), the public benefits of affordable housing will be provided in at least one phase of the Project. The Project also will provide public benefits and utilize additional height and density (floor area ratio) bonuses under the incentive options provided in WMC 21.32.040 and WMC 21.32.050.

11 **Vested Rights**. The regulations referenced in this Section 11 shall be referred to as the “Vested Code.”

11.1 Development Regulations. Owner shall have the right to develop the Property, including construction of uses, amenities and infrastructure, subject to this Agreement and City development regulations in Titles 21, 12, 13 and 15 WMC and the provisions of the Woodinville Comprehensive Plan as they exist on the Effective Date of this Agreement (as defined by Section 16.17) for the full duration of this Agreement.

11.2 Impact Fees. Transportation, park, and school impact fees will be paid prior to building permit issuance consistent with the following:

11.2.1 Transportation Impact Fees. For the duration of this Agreement, Owner shall be vested to and responsible to pay to the City at building permit issuance a transportation impact fee of \$440 per average daily trip pursuant to Chapter 3.39 WMC.

11.2.2 Park Impact Fees. For the duration of this Agreement Owner shall be vested to and responsible to pay to the City at building permit issuance a park Impact fee of \$3,175 per dwelling unit pursuant to Chapter 3.36 WMC.

11.2.3 School Impact Fees. For the duration of this Agreement, Owner shall be responsible for paying school impact fees in effect at the time of the issuance of a building permit pursuant to Chapter 3.38 WMC.

11.2.4 Offsets to Impact Fees. Payment of transportation and park impact fees shall be subject to any credits and refunds Owner is eligible for under Chapters 3.36, 3.38, and 3.39 WMC, including the fair market value of any right-of-way dedicated for a qualifying transportation improvement.

11.3 Building Code Standards. Notwithstanding the provisions of Section 11.1, the State Building and Energy Codes set forth in Chapters 19.27 and 19.27A RCW and as adopted by the City that are in effect as of the date of the filing of complete application for each building permit within the Project, and not Section 11.1, shall govern the City's review and approval of each building permit within the Project.

11.4 Other Regulations & Compliance.

11.4.1 As provided for in RCW 36.70B.170(4), the City reserves the authority to impose new or different officially adopted regulations of general applicability, but only if and to the extent required by a serious threat to public health and safety, as determined by the City Council after notice and an opportunity to be heard has been provided to Owner. Further, the proposed development shall not vest against any environmental protection regulations the adoption or revision of which is mandated by state or federal law. The Project shall not be subject to any development moratoria the City may adopt after the date of this Agreement unless necessitated by a serious threat to the public health, safety, and welfare, or as may be required by mandates in state or federal law.

11.4.2 In addition to any other easements and dedications required herein, Owner shall provide the City with easement(s) or other recorded authorization(s) for the City or its designee to enter onto the Real Property as and where reasonably necessary in order to inspect storm drainage facilities located on the Real Property and discharging, directly or indirectly, to the City's storm drainage systems. The City may apply such requirements as conditions for approving permits or other City approvals.

12 Environmental Review. Environmental Review for the build-out of the Project was completed and a Mitigated Determination of Nonsignificance (MDNS) was issued. No further environmental review is anticipated for all Subsequent Approvals unless such future actions require an addendum or new environmental review pursuant to WAC 197-11-600 as adopted by reference in WMC 21.52.210.

13 Modifications to WMC. Although the Project shall be vested to the development regulations in effect on the date of this Agreement, Owner may request to be bound by future amendments to the WMC. If the request to utilize a future amendment is a Minor Modification as defined in Section 14.2, such request shall be reviewed and decided administratively by the City Manager or designee. Except for the Termination Date (as defined in Section 15), any of the dates set forth in this Agreement may be revised administratively by agreement between Owner and City Manager, or designee. If the request to utilize a future amendment is a Major

Modification as defined in Section 14.1, such request shall be reviewed and decided by the City Council following the procedures set forth in WMC 21.85.030.

- 14 Amendment of Agreement.** This Agreement (including the Exhibits hereto) contains all terms, conditions, and provisions agreed upon by the Parties, and shall not be modified except by written amendment executed by both Parties. Without limitation of the provisions of Section 16.14 hereof, Green Partners' successor(s) to the Real Property or to one or more Phases of the Project comprising any lot lying within the Real Property, as established by the BSP, may seek amendment of this Agreement solely with respect to such successor's lot(s), subject to the terms of all recorded private covenants or restrictions applicable to such lot(s). The City shall have no obligation to determine whether any private covenants or restrictions apply to such lot(s).

**14.1 Major Modifications.** A "Major Modification" is an alteration that changes the original purpose or intent of the Project, increases the intensity of the Project, or creates or increases any significant impacts as determined by the City Manager.

**14.2 Minor Modifications.** A "Minor Modification" is an alteration to the Project that does not change the original purpose or intent of the Project, does not increase the intensity of the Project, and does not create or increase any significant impacts as determined by the City Manager.

**14.3 Modification Process.** A Major Modification must obtain approval from the City Council. A Minor Modification may be approved by the City Manager, or designee. The City Manager or designee shall determine whether a proposed modification is major or minor under this Section 14.

- 15 Term of Agreement.** The term of this Agreement shall be ten (10) years from the Effective Date (as defined by Section 16.17).

**15.1** The date that is ten (10) years from the Effective Date shall be the Termination Date.

**15.2** This Agreement shall terminate upon the earliest of (i) the Termination Date, (ii) issuance of the certificate of occupancy for the final Phase of the Project, and (iii) the effective date of a written notice by Owner to the City terminating this Agreement. Upon such termination, the City shall record a notice of termination in a form substantially similar to that notice attached as Exhibit L.

**15.3** Termination of this Agreement shall not affect, cancel or result in termination of any of Owner's obligations under applicable law (i) to comply with the City Comprehensive Plan and the terms and conditions of any applicable zoning or land use regulation or other land use entitlements approved with respect to the Real Property, or (ii) to pay assessments, liens, fees or taxes (all of the foregoing, collectively, "Post Termination Obligations"). The Post Termination Obligations shall continue to run with the land comprising the Real Property and shall be binding on Owner or its successors and assignees acquiring any interest in the Real Property or any portion thereof by or through Owner.

**15.4** The termination of this Agreement shall not affect termination of the Infrastructure Development Agreement, which agreement may survive this Development



Agreement. The Infrastructure Development Agreement shall expire in accordance with its own terms.

## **16 General Provisions.**

**16.1** Notice. A notice required by this Agreement between the City and Owner shall be in writing and either: (a) delivered personally, (b) sent by electronic transmission with an additional copy sent by overnight delivery service, or (c) deposited in the U.S. Mail, Certified Mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City:                      City Manager  
    City of Woodinville  
    17301 133rd Avenue NE  
    Woodinville, WA 98072  
    Phone: 425-489-2700

If to Owner:                        Green Partners, LLC  
    P.O. Box 654  
    Kirkland, WA 98083  
    Phone: 425-889-7900  
    jasonh@thegardensdistrict.com

Notice by hand delivery or by overnight delivery service shall be effective upon receipt. If deposited in the U.S. Mail, notice shall be deemed delivered forty-eight (48) hours after deposited. If sent by electronic transmission, such notice shall be effective upon receipt. Any Party at any time giving notice to the other Party may designate a different address or person to which such notice or communication shall be given.

**16.2** Interpretation. The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170, et seq., and this Agreement shall be construed to exclude from the scope of this Agreement and to reserve to the City, only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. If any terms of this Agreement conflict with otherwise applicable provisions of the WMC, the terms and conditions of this Agreement shall control to the extent legally permissible.

This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as: (a) a waiver of the City's constitutional and statutory powers; or (b) implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.

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

- 16.4      Incorporation of Recitals. The Recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- 16.5      Covenant of Good Faith and Cooperation. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. Each Party covenants to use its best efforts and work cooperatively in order to secure the benefits, rights and cooperative development of the Property. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement.
- 16.6      Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement for a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 16.7      Necessary Acts. Each Party shall execute and deliver to the other all other further instruments and documents that are reasonably necessary to carry out and implement this Agreement and/or Project Approvals as may be necessary to provide the Party with a full and complete enjoyment of its rights and privileges under this Agreement.
- 16.8      Authority. Each Party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.
- 16.9      Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
- 16.10     Covenant Running with the Land. This Agreement and all provisions contained herein shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to Washington law.
- 16.11     Recording. A memorandum of this Agreement shall be recorded against the Property as a covenant running with the land and shall be binding on Green Partners and its successors and assigns. The memorandum shall be substantially in the form attached as **Exhibit M.**
- 16.12     Covenants Not Inconsistent with Project Approvals and/or This Agreement. Owner (its successors and assigns) shall have the right to record such Covenants, Conditions and Restrictions ("**CC&Rs**") against all or any portion of the Property provided that those CC&Rs are not inconsistent with the requirements or conditions set forth in any Project Approval or this Agreement. Such CC&Rs may be executed and recorded without review or approval by the City, except as may be required by the WMC.

- 16.13     No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 16.14     Successors and Assigns. Owner shall have the right to assign or transfer all or any portion of its interest, rights, obligations or responsibilities in this Agreement, including Subsequent Approvals, to third parties acquiring an interest in Owner or the Real Property, or any portion thereof, including, without limitation, purchasers or long-term ground lessees of individual lots comprising a portion of the Real Property. Such assignments or transfers shall be made pursuant to a written agreement without the necessity of consent by the City. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors as provided by RCW 36.70B.190.
- 16.15     Attorneys' Fees. In the event of any dispute concerning this Agreement, the prevailing Party (or substantially prevailing Party, if no one Party prevails entirely) shall be entitled to receive its attorneys' fees and costs at trial, at any alternative dispute resolution proceeding, and on appeal.
- 16.16     Exhibits. This Agreement includes the following exhibits which are incorporated herein by this reference as if fully set forth:
- Exhibit A: Legal Description of Real Property
  - Exhibit B: Overall Site Plan
  - Exhibit C: Road Standards & Surface Parking Standards
  - Exhibit D: Certificate of Satisfaction
  - Exhibit E: Phase 1 Streets
  - Exhibit F: Phase 2 Streets
  - Exhibit G: Phase3 Streets
  - Exhibit H: Phase 4 & 5 Streets
  - Exhibit I: Infrastructure Development Agreement
  - Exhibit J: Urban Stream Designation
  - Exhibit K: Public Benefits
  - Exhibit L: Notice of Termination
  - Exhibit M: Memorandum of Agreement
- 16.17     Effective Date. This Agreement shall be effective upon the last date this Agreement was executed by all Parties (the "Effective Date").
- 16.18     Counterparts. This Agreement may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears, and all such counterparts shall constitute one document.
- 16.19     Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

CITY OF WOODINVILLE  
a Washington Municipal Optional Code City

\_\_\_\_\_  
Brandon Buchanan, City Manager

Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey Ganson, City Attorney

GREEN PARTNERS, LLC  
a Washington limited liability company  
By Mount Tolt Holdings, LLC, its Managing Member

\_\_\_\_\_  
Brian Ainsworth  
Head of Real Estate Asset Management

Date\_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING         )

On this day personally appeared before me Brandon Buchanan, to me known to be the City Manager of the City of Woodinville that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute said instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY PUBLIC in and for the State of Washington, residing at  
My commission expires \_\_\_\_\_

STATE OF                                 )  
  ) ss.  
COUNTY OF                             )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Brian Ainsworth as an Authorized Signatory of Mount Tolt Holdings, LLC, a Washington limited liability company.

WITNESS my hand and official seal.  
Signature

\_\_\_\_\_

\_\_\_\_\_(Seal)

\_\_\_\_\_



EXHIBITS

**[BEGIN ON NEXT PAGE]**

**EXHIBIT A: LEGAL DESCRIPTION****RECORD LEGAL DESCRIPTION FOR AREA 1****AREA 1****PARCEL A:**

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40 RODS SOUTH AND 20 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 40 RODS;

THENCE WEST 20 RODS;

THENCE NORTH 40 RODS;

THENCE EAST 20 RODS TO THE POINT OF BEGINNING.

EXCEPT ROADS.

TOGETHER WITH A STRIP OF LAND 16.5 FEET WIDE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 330 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

RUNNING THENCE SOUTH 660 FEET;

THENCE WEST 16.5 FEET;

THENCE NORTH 660 FEET;

THENCE EAST 16.5 FEET OF THE PLACE OF BEGINNING;

EXCEPT THE WEST 0.5 FEET OF THE SOUTH 107 FEET OF THE NORTH 140 FEET THEREOF.

AND EXCEPT ROADS.

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY DEED RECORDED JANUARY 27, 1992 UNDER RECORDING NO. 9201270405.

**PARCEL B:**

PARCEL E OF WOODIN CREEK VILLAGE WOODINVILLE BLA 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

**PARCEL C:**

PARCEL D OF WOODIN CREEK VILLAGE WOODINVILLE BLA NO. 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

**PARCEL D:**

LOT 2 OF KING COUNTY SHORT PLAT NO. 1176046, AS RECORDED JANUARY 19, 1977 UNDER KING COUNTY RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL D-1:**

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL E:**

LOT 4 OF KING COUNTY SHORT PLAT NO. 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL F:**

LOT 4, KING COUNTY SHORT PLAT 976079, RECORDED MARCH 16, 1977 UNDER RECORDING NO. 7703160466, KING COUNTY, WASHINGTON.

**PARCEL G:**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 0°43'48" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 0°43'48" WEST ALONG SAID WEST LINE 159.56 FEET;

THENCE NORTH 89°19'17" WEST 26.28 FEET;

THENCE SOUTH 0°40'43" WEST 232.88 FEET;

THENCE NORTH 89°43'29" EAST 130.08 FEET TO A LINE 104.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 0°43'48" EAST ALONG SAID PARALLEL LINE 389.65 FEET;

THENCE NORTH 88°59'33" WEST 104.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 102605-9042-04

APN: 102605-9047-09

APN: 102605-9060-01

APN: 102605-9107-06

APN: 102605-9141-04

APN: 102605-9096-09

APN: 102605-9055-08

## **AREA 2**

### **PARCEL A:**

LOT 1, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

### **PARCEL A-1:**

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL B:**

LOT 3, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL B-1:**

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL C:**

BEGINNING AT A POINT 346.00 FEET WEST AND 33.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE SOUTH 107.00 FEET;

THENCE WEST 0.5 FEET;

THENCE SOUTH 520.00 FEET;

THENCE WEST 100.0 FEET;

THENCE NORTH 624.70 FEET;

THENCE EAST 100.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION DEEDED TO KING COUNTY FOR 139TH AVENUE NORTHEAST BY DEED RECORDED MAY 15, 1986 UNDER RECORDING NUMBER 8605150915.

APN: 102605-9130-07

APN: 102605-9140-05

APN: 102605-9043-03

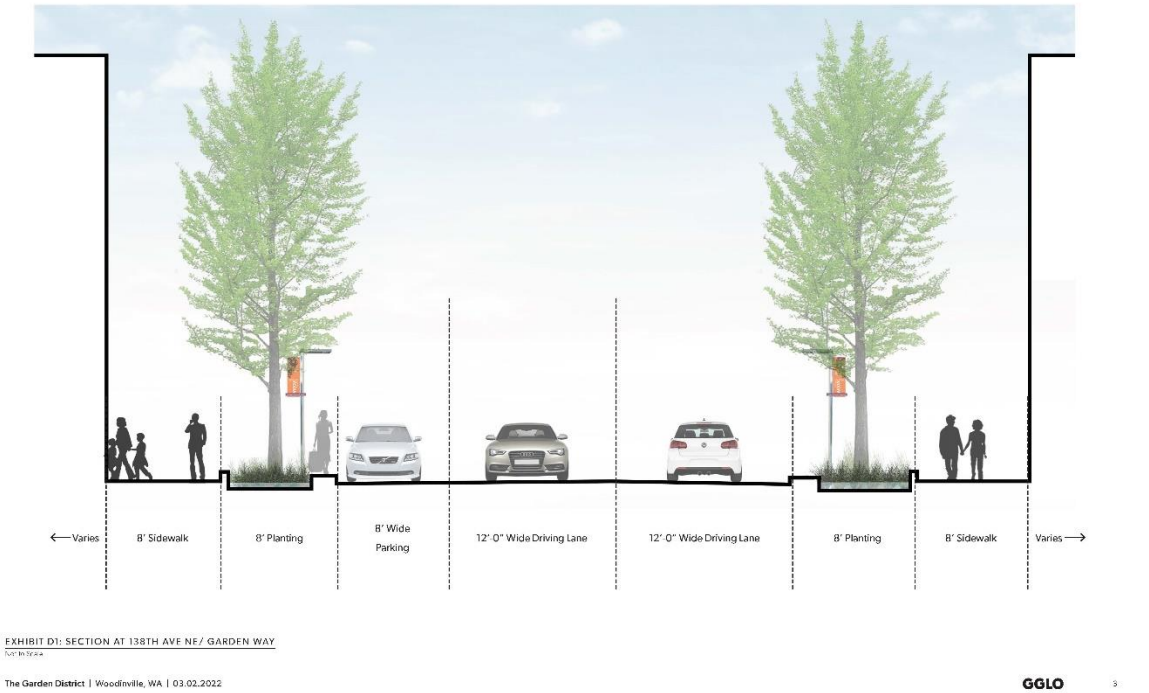


EXHIBIT B: OVERALL SITE PLAN



EXHIBIT C: ROAD STANDARDS & SURFACE PARKING STANDARDS

ROAD STANDARDS



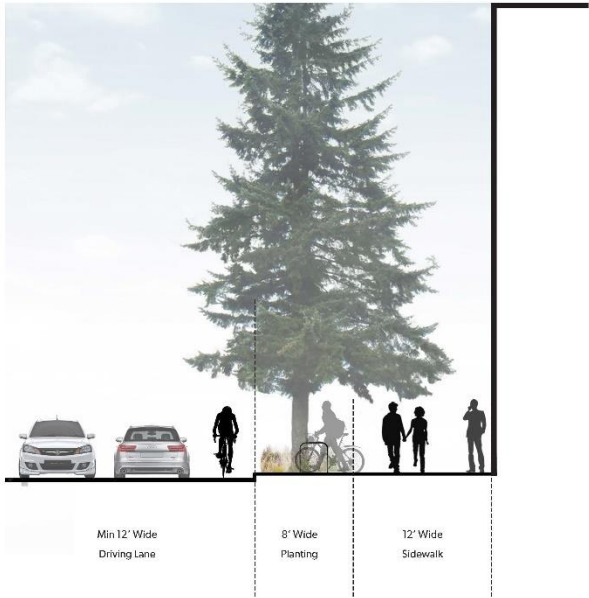


EXHIBIT D2: SECTION AT 175TH ST  
Not to Scale

The Garden District | Woodinville, WA | 03.02.2022

GGLO

4

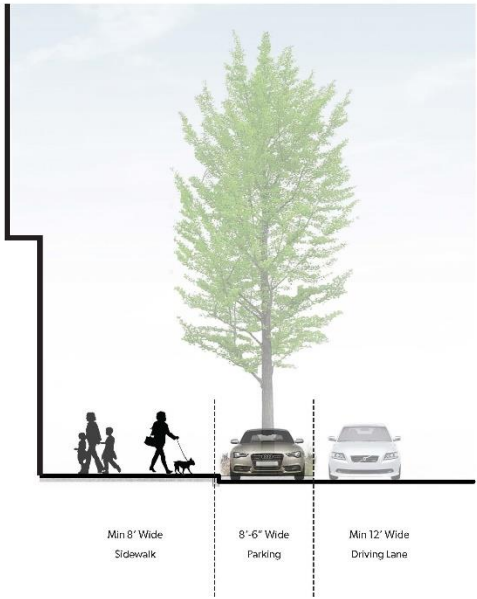


EXHIBIT D3: SECTION AT 139TH AVE NE  
Not to Scale

The Garden District | Woodinville, WA | 03.02.2022

GGLO

5

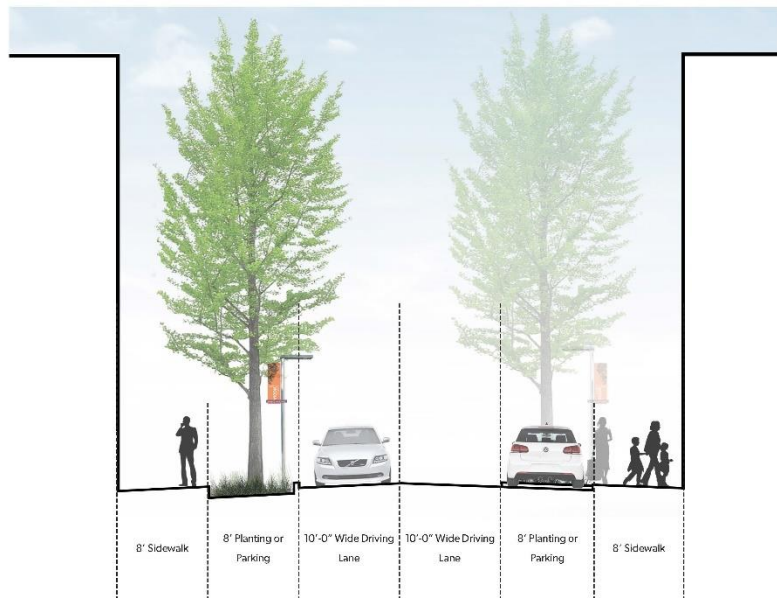


EXHIBIT D4: SECTION AT 174TH AVE NE/ MARKET ST AND 137TH AVE NE  
W4110 0000

The Garden District | Woodinville, WA | 03.02.2022

GGLO

## TEMPORARY SURFACE PARKING STANDARDS

Due to the phased nature of the project, surface parking areas that will be transitioned into structured parking is temporary. Such temporary surface parking standards shall apply:

### Temporary Parking Construction Standards.

- (a) All temporary surface parking facilities shall be constructed with a dust-free and all-weather surface.
- (b) Expanded surface parking facilities shown in Figure 2 shall meet the stall design standards in WMC 21.37.070(2) and (3) and shall follow the grading requirements pursuant to Chapter 15.05 WMC and drainage requirements pursuant to Chapter 13.05 WMC. Existing surface parking facilities may be maintained in their existing condition and configuration provided drainage conditions do not result in negative impacts.
- (f) **Parking Lot Lighting.** Adequate lighting shall be provided for safety of traffic and pedestrian circulation on the site pursuant to WMC . Lighting shall be designed to minimize direct illumination of abutting properties and adjoining streets. The Director may waive the requirements for installment of lighting if it is determined not to be necessary for the safety of traffic and pedestrian circulation.

(h) Off-street parking and access shall be compliant with the Americans with Disabilities Act and designed using standards set forth in Washington State regulations for barrier-free accessible facilities (WAC ).

### Depiction of Temporary Surface Parking Areas

Parking areas to serve Molbak's while Phase 1 under construction (highlighted in yellow):

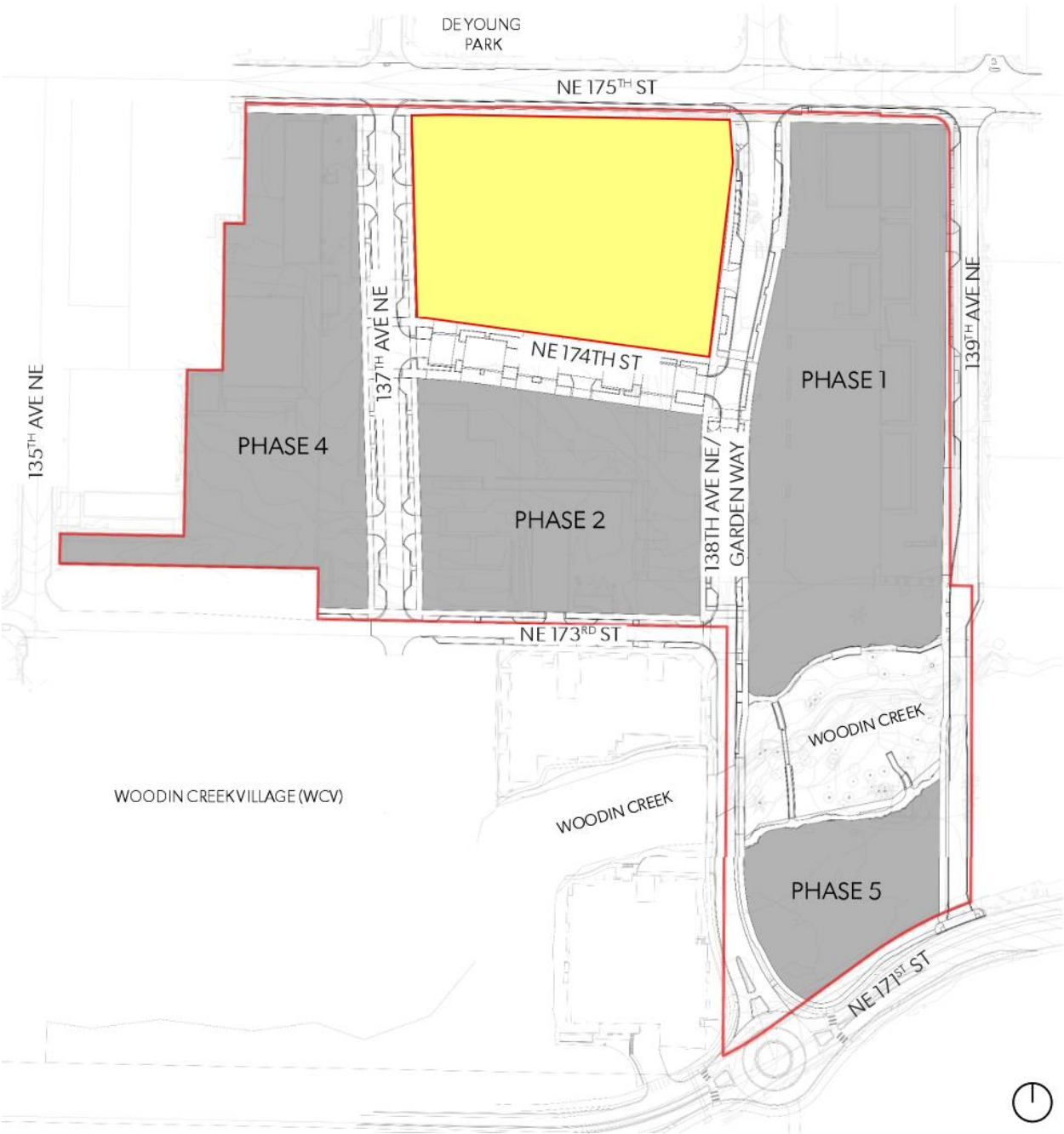
**Figure 1**



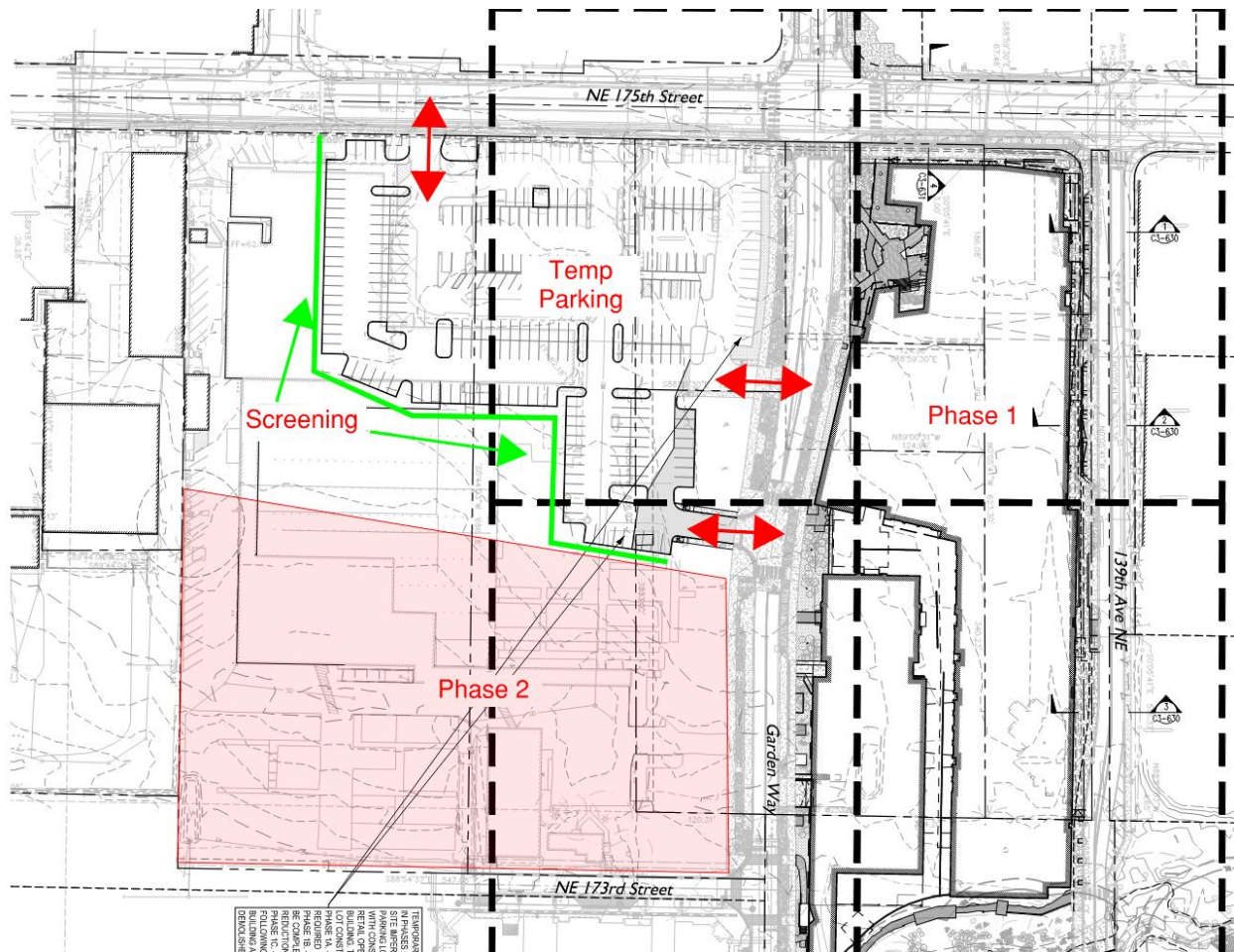


Figure 2

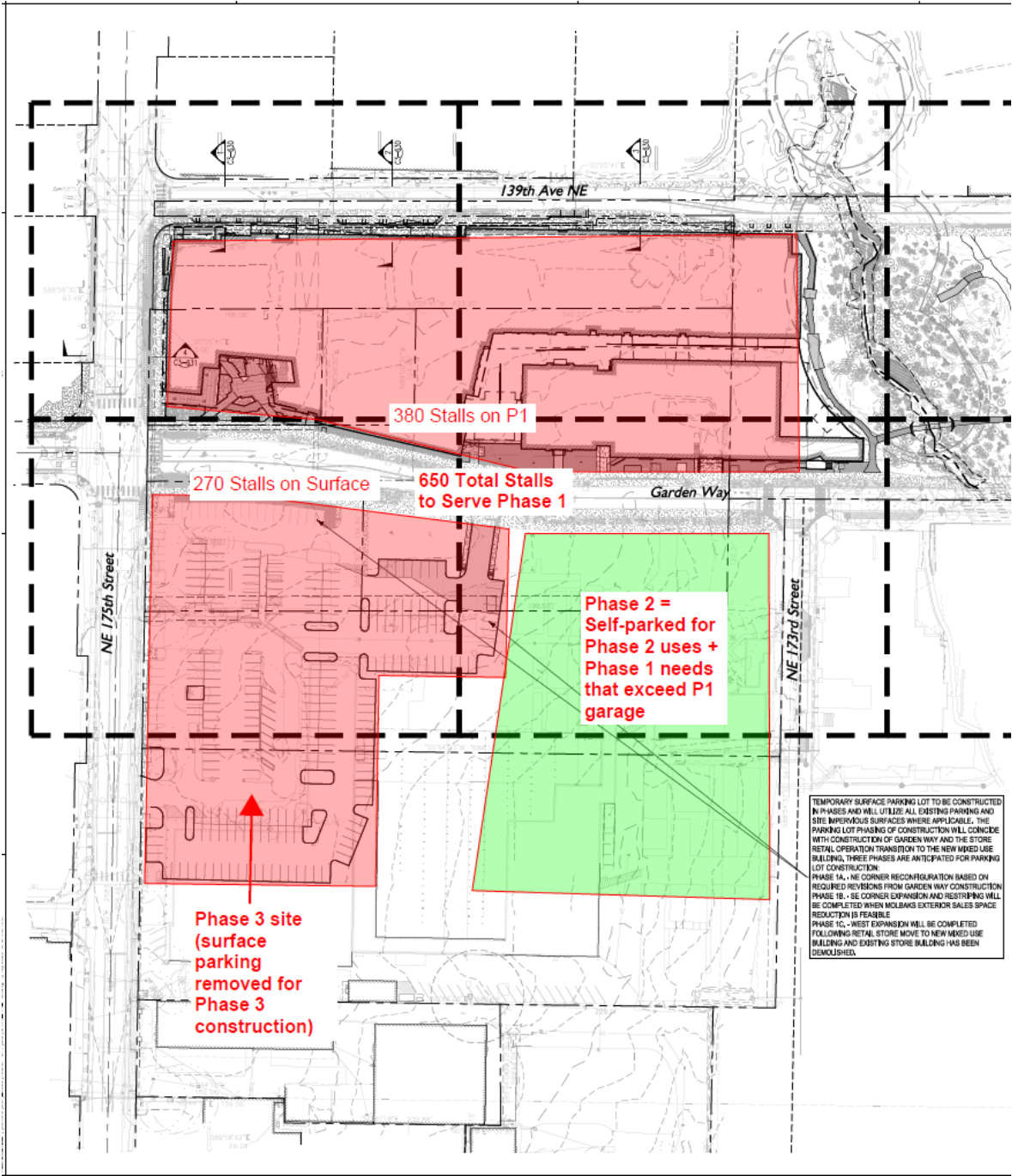
Parking areas to serve Phase 1 while Phase 2 is under construction (highlighted in yellow):



**Parking area design (approximate):**



Parking Supply Phasing



**EXHIBIT D: CERTIFICATE OF SATISFACTION**

AFTER RECORDING, PLEASE RETURN TO:

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

**CERTIFICATE OF SATISFACTION**

This CERTIFICATE OF SATISFACTION (this “Certificate”) is issued as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the CITY OF WOODINVILLE, a Washington municipal corporation (“City”), to Green Partners, LLC, a Washington limited liability company, and/or its successors and assigns (“Developer”), pursuant to the Development Agreement referenced below.

**RECITALS**

A. Reference is made to that certain Memorandum of Agreement of Development Agreement by and between the City of Woodinville and Green Partners, LLC, for The Gardens District™ development entered as of [date], recorded [date] (the “Development Agreement”), under Recording No. [\_\_\_\_\_] (the “Memorandum”). Capitalized terms used and not defined herein shall have the meanings assigned thereto in the Development Agreement.

B. [Reference the Phasing plan under the Development Agreement.] Phase \_\_ of the Project encompasses the property legally described in attached Exhibit 1 hereto (the “Property”).

C. This Certificate is being delivered by City in accordance with, and as required by, Section [5.7] of the Development Agreement.

NOW THEREFORE, City hereby acknowledges that, as of the date hereof, the City has issued a certificate of occupancy for Phase \_\_ of the Project and that the City is satisfied that each condition set forth in the Development Agreement relating to the design and construction of such phase has been satisfied. This Certificate is issued solely for the purposes stated in Section [5.7] of the Development Agreement, is issued solely to Developer and not to or for the benefit of any other person and does not constitute a representation or warranty by the City for any other purpose.

Notwithstanding this Certificate, Section [16.4] of the Development Agreement provides for survival of certain covenants as between City and Developer, and nothing in this Certificate affects such survival.

[Signature Page Follows]

IN WITNESS WHEREOF, City has executed and delivered this Certificate as of the date first set forth above.

CITY OF WOODINVILLE

By:     [form only; not for execution]    

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON )

) ss.

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_

NOTARY PUBLIC in and for Washington

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_



**EXHIBIT E: PHASE 1 STREETS****Highlights in yellow:****See Street Sections in Exhibit C**



EXHIBIT F: PHASE 2 STREETS

Highlights in yellow:



EXHIBIT G: PHASE 3 STREETS

Highlights in yellow:



EXHIBIT H: PHASE 4 & 5 STREETS

Highlights in yellow:



## Exhibit I

### INFRASTRUCTURE DEVELOPMENT AGREEMENT

This INFRASTRUCTURE DEVELOPMENT AGREEMENT (this “Infrastructure Development Agreement”), among the City of Woodinville, a Washington optional municipal code city (the “City”), Green Partners, LLC, a Washington limited liability company (“GP”), and Woodin Creek Village Associates, LLC, a Washington limited liability company (“WCVA”), each a “Party” and collectively the “Parties,” governs the terms and conditions under which the City, GP, and WCVA agree to fund, construct, and reimburse certain street improvements.

### RECITALS

A. GP is the owner of the real property situated in King County, Washington, within the City of Woodinville, identified as Parcel 1 on Exhibit A attached hereto and incorporated herein, as more particularly described on Exhibit B attached hereto and incorporated herein (the “GP Property”). The GP Property is a portion of a larger holding of property that GP is developing as The Gardens District™ (the “GP Project”), as the same is defined in that certain Development Agreement executed by and between GP and the City, dated \_\_\_\_\_, 2023 (the “GP Development Agreement”).

B. WCVA is the owner of the real property situated in King County, Washington, within the City of Woodinville, identified as Parcel 2 on Exhibit A, and more particularly described on Exhibit C attached hereto and incorporated herein (the “WCVA Property”). The WCVA Property is a portion of a larger holding of property that WCVA is developing as Woodin Creek Village (the “WCVA Project”), as the same is defined in that certain Amended and Restated Development Agreement executed by and between WCVA and the City, dated \_\_\_\_\_, 2023 (the “WCVA Development Agreement”). The GP Project and the WCVA Project are each a “Project” and together are the “Projects”. This Infrastructure Development Agreement is adopted consistent with and in furtherance of certain provisions of the WCVA Development Agreement.

C. City is the owner and operator of rights-of-way adjacent to and in the vicinity of the GP Property and the WCVA Property. City is also the regulatory body governing the permitting of land uses and building activities for the GP Property and the WCVA Property.

D. Portions of the western boundary of the GP Property are located adjacent to portions of the eastern boundary of the WCVA Property. As part of the development of the GP Property and the WCVA Property, each of GP and WCVA have voluntarily agreed to construct and/or pay for all or a portion of the costs of certain public street system improvements that also support their respective Projects including constructing and paying portions of the costs of constructing the following improvements (collectively, the “Shared Cost Improvements”): (i) 138th Ave NE grid road extension (detailed in Section 2 of this Infrastructure Development Agreement and referred to herein as “Street Improvements”) and (ii) a roundabout at the intersection of 138th Ave NE and NE 171st St (described in Section 3 of this Infrastructure Development Agreement and referred to herein as “Roundabout Improvements”). Each of GP’s and WCVA’s respective commitments to fund and/or cause the construction of the Shared-Cost Improvements is contingent upon such Party proceeding with its respective Project.

E. Per the GP Development Agreement and the WCVA Development Agreement, GP and WCVA are each vested to and responsible to pay to the City at building permit issuance a

transportation impact fee (“TIF”) of \$440 per average daily trip pursuant to Chapter 3.39 Woodinville Municipal Code (“WMC”). Additionally, pursuant to these Development Agreements, payment of TIFs is subject to (i) any credits and refunds that GP or WCVA is eligible for under Chapter 3.39 WMC, including the fair market value of any right-of-way dedicated for transportation system improvements and (ii) an offset against TIFs and reimbursement for the costs of certain transportation system improvements.

F. As of the Effective Date (defined below), WCVA and GP intend to construct the WCVA Project and the GP Project, respectively, on roughly concurrent construction schedules or timelines. Accordingly, the City, WCVA, and GP plan to coordinate the construction of these Shared-Cost Improvements, with the intent to have WCVA or GP construct the Shared-Cost Improvements to achieve efficiencies and for all Parties to contribute their proportionate share of the costs for these Shared-Cost Improvements. WCVA, GP, and the City currently expect that WCVA will be the Party undertaking the construction of the Shared-Cost Improvements, with GP and the City each contributing their share of costs.

G. The Shared-Cost Improvements are included in the City’s Schedule of Transportation System Improvement Projects in WMC 3.39.080(5), **Exhibit B**, and are eligible expenditures for purposes of the City’s traffic impact fee regulations, codified at Chapter 3.39 WMC. Each of the Parties acknowledges that (i) the Shared-Cost Improvements are to be dedicated to the City for public road right-of-way purposes and (ii) that the Shared-Cost Improvements are eligible for transportation impact fee credits and reimbursement for construction costs.

H. By entering into this Infrastructure Development Agreement, the Parties wish to set forth the terms of their agreement regarding responsibilities for funding, constructing, and/or reimbursing costs with respect to the Shared-Cost Improvements.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The Recitals set forth above are and for all purposes shall be interpreted as being an integral part of this Agreement and are incorporated in this Infrastructure Development Agreement.

2. **Street Improvements; 138th Avenue NE Grid Road**. WCVA will construct street frontage improvements along the west side of 138th Ave NE including two travel lanes and a stream crossing bridge on 138th Avenue NE over Woodin Creek as required by Section 5.1.1.a.v.i of the WCVA Development Agreement, and conceptually depicted in **Exhibit D**, attached hereto and incorporated herein. The allocation of reimbursement obligations for the Street Improvements is described in Section 7 of this Infrastructure Development Agreement.

3. **Roundabout Improvements**. Pursuant to Section 5.1.1.a.v.2 of the WCVA Development Agreement and in connection with the development of Phase V of the WCVA

Project, WCVA is voluntarily agreeing to design and construct certain roundabout improvements to the intersection of NE 171<sup>st</sup> Street and 138<sup>th</sup> Avenue NE, on condition that GP and the City reimburse WCVA for portions of the costs it incurs in doing so. The Roundabout Improvements are conceptually depicted on **Exhibit D** attached hereto and incorporated herein and shall be constructed in accordance with the requirements of the WCVA Development Agreement. The allocation of reimbursement obligations for the Roundabout Improvements is described in **Section 7** of this Infrastructure Development Agreement. The Roundabout Improvements shall include any stormwater detention facilities and any other required utilities to serve the Roundabout Improvements, even if such facilities are outside the boundaries conceptually depicted on **Exhibit D**.

4. **Property Dedications.** GP and WCVA agree to dedicate to the City the real property or real property rights owned by each of them to the extent necessary to facilitate construction of the Shared-Cost Improvements, including any necessary perpetual and/or temporary easements necessary to carry out the purposes of this Infrastructure Development Agreement (collectively, the “**Real Property Dedications**”). The City agrees to obtain any real property not owned by GP or WCVA necessary for the construction of the Shared-Cost Improvements.

5. **WCVA Responsible for City Approval.**

5.1 The Parties acknowledge that the Shared-Cost Improvements are to be dedicated to the City for public road right-of-way purposes and anticipate that the Shared-Cost Improvements are eligible for TIF credits and reimbursement for construction costs by the City including (i) any credits and refunds that either of GP or WCVA is eligible for under Chapter 3.39 WMC, including the fair market value of any right-of-way dedicated for transportation system improvements and (ii) an offset against either of GP’s or WCVA’s TIFs and reimbursement for the costs of certain transportation system improvements. In accordance with the foregoing, WCVA shall be responsible for obtaining the City’s approval and acceptance of the Shared-Cost Improvements as City street facilities once construction is completed to the Woodinville Transportation Infrastructure Standards and Specifications (1999 Edition, 2016 Amendment).

5.2 If the City fails to approve the Shared-Cost Improvements or a portion thereof as a consequence of WCVA having failed to construct the same in accordance with the Woodinville Transportation Infrastructure Standards and Specifications (1999 Edition, 2016 Amendment) or the City fails to accept a WCVA right-of-way dedication because it is not in accordance with the WMC and/or in accordance with the City’s conditions of approval for any permits, WCVA shall bear the full cost of any changes needed to secure such final approval and acceptance. If the City fails to accept a GP right-of-way dedication because it is not in accordance with the WMC and/or in accordance with the City’s conditions of approval for any permits (including the City of Woodinville Transportation Infrastructure Standards and Specifications), GP shall bear the full cost of any changes needed to secure such final approval and acceptance.

5.3 The Parties acknowledge that Chapter 3.39 WMC authorizes reimbursement, credits, or refunds of eligible, approved expenses for construction of transportation system improvements. GP and WCVA intend to work together to ensure that each such Party has the information necessary to seek applicable reimbursements under the provisions of Chapter 3.39 WMC. This includes, but is not limited to, providing to each other, or the City and the City’s Public Works Director,

invoices or other similar documentation of the actual costs incurred for the design, permitting, right-of-way contributions or acquisitions, and construction of the Shared-Cost Improvements, sufficient to allow the City to determine the value of the credits in accordance with WMC 3.39.110(5).

6. Issuance of Contracts for Design and Construction of the Shared-Cost Improvements. WCVA shall, subject to the reasonable approval of GP, select all companies necessary to perform direct and indirect design and construction services and determine the amounts payable for these services in connection with construction of the Roundabout Improvements. The City and GP will review and approve WCVA's determination of those amounts upon submission of same to the City and GP. WCVA shall comply with Chapter 39.12 RCW, including payment of prevailing wages, for all construction work for which WCVA is to be reimbursed by the City pursuant to this Infrastructure Development Agreement.

7. Reimbursement Obligations.

7.1 Amount of Reimbursement for Street Improvements. GP shall reimburse WCVA for the reasonably allocable costs of design and construction of a single travel lane and fifty percent (50%) of the costs for the stream crossing meeting the minimum requirements imposed by the City with respect to such crossing, per the City-approved street section, of 138<sup>th</sup> Ave NE between the NE 173<sup>rd</sup> St/138<sup>th</sup> Ave NE intersection and the roundabout at NE 171<sup>st</sup> St/138<sup>th</sup> Ave NE. In the event either GP or WCVA proposes and WCVA constructs stream-crossing improvements that exceed the City's minimum requirements, the proposing Party shall bear the additional cost of design and construction associated with such improvements.

7.2 Amount of Reimbursement for Roundabout Improvements. The portions of the costs for design and construction of the Roundabout Improvements for which WCVA and GP will be responsible are based on the PM peak hour generated by Phases I-V of the WCVA Project and the GP Project. Per the approved Transportation Impact Analysis for WCVA Phases I-V, WCVA is responsible for eleven and two-tenths percent (11.2%) of the costs of the Roundabout Improvements. GP is responsible for ten and six-tenths percent (10.6%) of the costs of the Roundabout Improvements, subject to Section 7.10 of this Infrastructure Development Agreement, with the City responsible for the remaining seventy-eight and two-tenths percent (78.2%) of the costs of the Roundabout Improvements, also subject to Section 7.10 of this Infrastructure Development Agreement. The City agrees, through action of its City Council, to create a special account with funds dedicated to the satisfaction of the City's reimbursement obligations herein (the "Special Account") and to provide WCVA with evidence of the establishment and funding of such account.

7.3 Reimbursement Process for Roundabout Improvements. Throughout the process of designing and constructing the Roundabout Improvements, WCVA shall, not less frequently than quarterly and not more frequently than monthly, submit to the City and GP a written request for reimbursement of costs associated with the design and construction, which request shall be accompanied by an itemized list of costs for which WCVA seeks reimbursement ("Written Request"). Each Written Request shall be accompanied by supporting documentary evidence (which shall include, but is not necessarily limited to, receipts, invoices and/or other similar documents). The City and GP shall review and respond in writing to each Written Request within thirty (30) days of the date that WCVA submits the Written Request. Each of the City and GP shall provide one of the following responses: (a) approval of the reimbursement amount set forth in the Written Request; (b) request



for additional defined documentation to support the Written Request; or (c) a statement of any objections the responding party may have to the amount set forth in the Written Request accompanied by a specific statement to explain the basis of any such objections. If GP approves the reimbursement amount applicable to GP, GP shall issue payment to WCVA within thirty (30) days after such approval. If the City approves the reimbursement amount applicable to the City, it shall within thirty (30) days remit such sum to WCVA from the Special Account. If the responding Party requests additional documentation or objects to the amount set forth in the Written Request, WCVA shall respond within thirty (30) days. The responding party shall reply to WCVA's response within fifteen (15) days thereafter. The responding party and WCVA shall negotiate in good faith any disagreement as to the amount of the Written Request within ninety (90) days of the date of the initial WCVA submittal of the Written Request. If no agreement is reached within that ninety (90)-day period, WCVA shall have the right but not the obligation to adjudicate the dispute as set forth in Section 10 of this Infrastructure Development Agreement.

7.4 Reimbursement Process for Street Improvements. Throughout the process of designing and constructing the Street Improvements, WCVA shall, not less frequently than quarterly and not more frequently than monthly, submit to GP a written request for reimbursement of costs associated with the design and construction, which request shall be accompanied by an itemized list of costs for which WCVA seeks reimbursement ("Written Request"). Each Written Request shall be accompanied by supporting documentary evidence (which shall include, but is not necessarily limited to, receipts, invoices and/or other similar documents). GP shall review and respond in writing to each Written Request within thirty (30) days of the date that WCVA submits the Written Request. GP shall provide one of the following responses: (a) approval of the reimbursement amount set forth in the Written Request; (b) request for additional defined documentation to support the Written Request; or (c) a statement of any objections GP may have to the amount set forth in the Written Request accompanied by a specific statement to explain the basis of any such objections. If GP approves the reimbursement amount, GP shall issue payment to WCVA within thirty (30) days after such approval. If GP requests additional documentation or objects to the amount set forth in the Written Request, WCVA shall respond within thirty (30) days. GP shall reply to WCVA's response within fifteen (15) days thereafter. GP and WCVA shall negotiate in good faith any disagreement as to the amount of the Written Request within ninety (90) days of the date of the initial WCVA submittal of the Written Request. If no agreement is reached within that ninety (90)-day period, WCVA shall have the right but not the obligation to adjudicate the dispute as set forth in Section 10 of this Infrastructure Development Agreement

7.5 Transportation Impact Fee Credits for Street Improvements. Subject to all provisions of chapter 3.39 WMC, including WMC 3.39.110(3), GP's reimbursement to WCVA pursuant to Section 7.1 herein for the Street Improvements shall qualify for TIF credits pursuant to WMC 3.39.110(1)(c).

7.6 Transportation Impact Fee Credits for Roundabout Improvements. Subject to all provisions of chapter 3.39 WMC, including WMC 3.39.110(1)(c), and as acknowledged in the WCVA Development Agreement, including as limited by Section 5.1.1.b.ii therein, WCVA shall be entitled to TIF credits for its 11.2% share of the costs of all design and construction of the Roundabout Improvements. Subject to all provisions of chapter 3.39 WMC, including WMC 3.39.110(1)(c), and as acknowledged in the GP Development Agreement, GP shall be entitled to TIF credits for its share of the costs of all design and construction of the Roundabout Improvements.

7.7 Transportation Impact Fee Credits for Property Dedications. Subject to all provisions of chapter 3.39 WMC, including WMC 3.39.110(1)(c), each of WCVA and GP shall be entitled to TIF credits up to the value of the real property and real property rights dedicated by each respective Party for the Shared-Cost Improvements.

7.8 City Issuance of Traffic Impact Fee Credits or Reimbursements from Traffic Impact Revenues. Subject to all provisions of chapter 3.39 WMC, including WMC 3.39.110(1)(c), if and to the extent GP incurs costs in connection with design and construction of the Shared-Cost Improvements, and subject to validation of those costs by the City's Public Works Director, the City agrees to issue TIF credits or refunds as follows:

(i) The City will provide offset credits and/or a refund of TIF paid by GP for the GP Project up to, and not to exceed, the total amount owed for such project under the City's TIF ordinance. Such credit process will be governed by WMC 3.39.110. Any credit must be requested within thirty (30) days of building permit issuance or it is deemed waived.

(ii) Any costs incurred by GP in connection with the Shared-Cost Improvements in excess of TIFs owed, may be claimed as a public benefit as specified in the GP Development Agreement.

(iii) The value of total offset credits or refunds made to GP will not exceed the actual costs of the Shared-Cost Improvements incurred by GP.

7.9 Procedures for Traffic Impact Fee Credits or Refunds.

(i) Upon completing design and construction of any Shared-Cost Improvement, as evidenced by the City's issuance of a Notice of Acceptance for such Shared-Cost Improvement, each of GP and WCVA may submit to the City a written request for credit or refund for the actual costs incurred for design and construction of such Shared-Cost Improvement, which request shall be accompanied by an itemized list of costs for which GP or WCVA seeks TIF credit or refund (a "TIF Credit/Refund Request"). The TIF Credit/Refund Request shall be accompanied by supporting documentary evidence (which may include, but is not necessarily limited to, receipts, invoices and/or similar documents).

(ii) The City shall review and respond in writing to any TIF Credit/Refund Request within thirty (30) days following the date that the submitting Party submits such TIF Credit/Refund Request. The City's response shall be one of the following: (i) approval of the amount set forth in the TIF Credit/Refund Request; (ii) request for additional defined documentation to support the TIF Credit/Refund Request; or (iii) a statement of any objections the City may have to the amount set forth in the TIF Credit/Refund Request accompanied by a specific statement to explain the basis of any such objections.

(iii) If the City requests additional documentation or objects to the amount set forth in a TIF Credit/Refund Request, the requesting Party shall respond

within thirty (30) days. The City shall reply to a response from GP or WCVA, as applicable, within fifteen (15) days thereafter. The City and GP or WCVA, as applicable, shall negotiate in good faith any disagreement as to the amount of the TIF Credit/Refund Request within ninety (90) days of the date of the initial submittal of the TIF Request. If no agreement is reached within such ninety (90) day period, GP or WCVA, as applicable, shall have the right but not the obligation to adjudicate the dispute as set forth in Section 10 of this Infrastructure Development Agreement.

(iv) Acceptable documentation supporting any TIF Credit/Refund Request should show a clear delineation of allowable costs versus those costs that would not be allowed for TIF credits or refund. Such documentation should clearly delineate the boundaries of the work performed and quantities of materials purchased. GP and WCVA may use a reasonable method for allocating costs among the applicable Shared-Cost Improvements related to their respective projects. By way of hypothetical examples, (i) if the applicable Shared-Cost Improvement work also includes trenching and piping for a water main that will serve the GP Project, any cost related to such trenching and piping should be excluded from the costs eligible for reimbursement, or (ii) if the aggregate amount of concrete used to pour sidewalks within public rights-of-way also includes quantities to pour patios and walkways outside of public rights-of-way, those costs for the work performed outside of the public rights-of-way would not be eligible for reimbursement. Street improvements located outside of public rights-of-way are not eligible for reimbursement except as specifically expressed in this Agreement, the GP Development Agreement or the WCVA Development Agreement.

(v) The City shall issue the TIF credit or refund to the requesting Party within thirty (30) days of the agreement between the City and the requesting Party as to the amount of the applicable TIF Credit/Refund Request.

7.10 GP Share of Roundabout Improvement Costs Subject to Traffic Impact Analysis for GP Project. As of the Effective Date of this Infrastructure Development Agreement, the traffic impact analysis for the GP Project has not been approved by the City. Accordingly, without limitation of or adjustment to the 11.2% share of the Roundabout Improvement costs for which WCVA is responsible herein, GP's and the City's respective shares of the Roundabout Improvement costs shall be subject to adjustment based on approval by the City of a final traffic impact analysis for the GP Project. Either party shall, within sixty (60) days, reimburse the other for any funds already contributed towards such costs to the extent necessary to accurately reflect the final approved respective shares between GP and City.

8. City Acceptance of Shared-Cost Improvements. Dedication of the Shared-Cost Improvements, real property interests, and all right-of-way dedications for the same shall be made in accordance with the WMC or in accordance with the City's conditions of approval for any applicable permits. The City intends to accept each of the Street Improvements and Roundabout Improvements as City street facilities once construction of each is completed to the Woodinville Transportation Infrastructure Standards and Specifications (1999 Edition, 2016 Amendment). The

City will document such acceptance of each such Shared-Cost Improvement in the form of a Notice of Acceptance, which WCVA and/or GP may record in the real property records of King County as an addendum to this Infrastructure Development Agreement. After issuance of the applicable Notice(s) of Acceptance, the City agrees to bear all further maintenance and operation costs of said Shared-Cost Improvements.

9. Bond Requirements. Prior to the commencement of any construction activity by WCVA as contemplated in this Infrastructure Development Agreement, WCVA shall execute and deliver to the City the surety bond in substantially the form attached hereto as **Exhibit E** (the “Bond”). The Bond shall provide that the City and GP are co-beneficiaries, each authorized to enter demand for remedy of a default or for tender of up to the total bond amount for purposes of such beneficiary completing the Street Improvements and/or Roundabout Improvements in conformance with this Infrastructure Development Agreement and the terms and conditions set forth in the Bond.

10. Disputes. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. If the Parties involved in the dispute cannot resolve a dispute by informal negotiations and such dispute involves amounts in excess of \$50,000 or matters, that when aggregated together, may cost more than \$50,000 or cause a delay by more than thirty (30) days in either Party’s performance hereunder, the Parties agree to submit the dispute to arbitration by a single arbitrator with experience in construction dispute matters, before the American Arbitration Association (“AAA”) under the Arbitration Rules of the AAA modified as follows: (i) the total time from date of demand for arbitration to final award shall not exceed thirty (30) days; (ii) unless the Parties agree upon the selection of an arbitrator, the arbitrator shall be chosen by the AAA without submittal of lists and subject to challenge only for good cause shown; (iii) all notices shall be delivered in accordance with Section 11.9 below; (iv) the time, date, and place of the hearing shall be set by the arbitrator in his or her sole discretion, provided that there shall be at least five (5) business days’ prior notice of the hearing; (v) there shall be no post-hearing briefs; (vi) there shall be no discovery except by order of the arbitrator; and (vii) the arbitrator shall issue his or her award within ten (10) business days after the close of the hearing. These time periods are not jurisdictional. The arbitration shall be held in King County, Washington. The decision of the arbitrator shall be final and binding on the Parties and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Parties unless the arbitrator decides otherwise.

# 11. Miscellaneous.

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

11.2 Necessary Acts. Each Party shall execute and deliver to the others all other

further instruments and documents that are reasonably necessary to carry out and implement this Infrastructure Development Agreement as may be necessary to provide the applicable other Party(ies) with a full and complete enjoyment of its or their respective rights and privileges under this Infrastructure Development Agreement.

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

11.4 Successors and Assigns. Each of GP and WCVA may assign or transfer all or any portion of its interest, rights, obligations or responsibilities in this Infrastructure Development Agreement to third parties acquiring an interest in GP or the GP Property or in WCVA or the WCVA Property, or any portion thereof, including purchasers or long-term ground lessees of individual lots comprising a portion of the applicable Property. Such assignments or transfers shall be made pursuant to a written agreement without the necessity of consent by the City but with notice to the City of the occurrence of such assignment or transfer. This Infrastructure Development Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors or assignees.

11.5 GP Performance Rights. Should GP, pursuant to a written agreement between WCVA and GP, elect to perform all or a portion of WCVA's obligations to construct the Shared-Cost Improvements (the portion of WCVA's obligations with respect to which GP so elects is the "Elected Portion"):

(i) WCVA's rights under this Infrastructure Development Agreement with respect to such performance of the applicable Elected Portion, and any other rights granted to WCVA that are reasonably necessary to construct the Elected Portion of the Shared-Cost Improvements (e.g., rights to access City rights-of-way for construction purposes), shall be assigned or transferred to GP without the necessity of consent by the City but with notice to the City of the occurrence of such assignment or transfer.

(ii) The City hereby expressly consents to GP's performance of any such Elected Portion and shall reasonably cooperate with GP should GP perform any such Elected Portion including, but not limited to, exercise of remedies under the Bond.

(iii) Notwithstanding the foregoing or anything to the contrary specified herein, GP's performance of any such Elected Portion shall not obligate GP to pay or reimburse any amounts that WCVA is otherwise obligated to pay or reimburse, nor shall GP's performance of the Elected Portion otherwise act to relieve WCVA of such payment obligations.

11.6 Attorneys' Fees. If there is any dispute concerning this Infrastructure Development Agreement, the prevailing Party (or substantially prevailing Party, if no one Party prevails entirely) shall be entitled to receive its attorneys' fees and costs at trial, at any alternative

dispute resolution proceeding, and on appeal.

11.7 Effective Date. This Infrastructure Development Agreement shall be effective on the last date of execution by all Parties (the “Effective Date”); *provided* that this Infrastructure Development Agreement shall not take effect prior to full approval and execution of the WCVA Development Agreement and the GP Development Agreement.

11.8 Term. The term of this Infrastructure Development Agreement shall commence on the Effective Date and expire and be extinguished upon the last to occur of the following: (i) the issuance by the City with respect to all Shared-Cost Improvements of its official Notice of Acceptance; (ii) payment by GP and the City to WCVA of their respective allocated costs for improvements under Section 7 of this Infrastructure Development Agreement; and (iii) the issuance by the City of TIF credits or refunds for eligible expenses, as determined by the City pursuant to Chapter 3.39 WMC and Sections 7.8 and 7.9 of this Infrastructure Development Agreement. The City agrees to execute such recordable instruments as may be reasonably requested by GP and/or WCVA in order to document the extinguishment of this Agreement in full after the City has issued its official Notice of Acceptance with respect to all Shared-Cost Improvements and after GP and WCVA have received and applied all TIF credits or refunds granted under this Infrastructure Development Agreement.

11.9 Notices. Any notice or demand required under this Infrastructure Development Agreement will be sent to each Party at the address for such Party set forth below in this Section 11.9; provided, however, that a Party can change its notification address by written notice to the other Parties. Further, pursuant to RCW 35.72.020(3), every two (2) years from the date of execution of this Infrastructure Development Agreement, WCVA or any assignee who is entitled to recover reimbursement funds under this Infrastructure Development Agreement shall notify the City of the current contact name, address and telephone number of the person, company, or partnership holding WCVA’s rights under this Infrastructure Development Agreement. A notice or communication required by this Infrastructure Development Agreement shall be in writing and either: (a) delivered personally, (b) sent by electronic transmission with an additional copy sent by overnight delivery service, or (c) deposited in the U.S. Mail, Certified Mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City:

Brandon Buchanan, City Manager  
City of Woodinville  
17301 133rd Avenue NE  
Woodinville, WA 98072  
Phone: 425-489-2700  
Email: brandonb@ci.woodinville.wa.us

If to GP:

Green Partners, LLC  
PO Box 654  
Kirkland, WA 98083  
Phone: 425-889-7900

Email: JasonH@thegardensdistrict.com

With a copy to [Legal@thegardensdistrict.com](mailto:Legal@thegardensdistrict.com)

If to WCVA:

Dean Weidner  
Member  
Woodin Creek Village Associates, LLC  
9757 Juanita Drive N.E., Suite 300  
Kirkland, WA 98034  
Phone: 425-821-3844  
[Email: janek@weidner.com](mailto:janek@weidner.com)

Douglas C. Reiss  
Member  
Woodin Creek Village Associates, LLC  
9757 Juanita Drive N.E., Suite 300  
Kirkland, WA 98034  
Phone: 425-885-1641  
Email: dreiss1947@msn.com

Notice by hand delivery or by overnight delivery service shall be effective upon receipt. If deposited in the U.S. Mail, notice shall be deemed delivered forty-eight (48) hours after deposited. If sent by electronic transmission, such notice shall be effective upon receipt of the overnight delivery.

11.10 Headings. The section or paragraph headings in this Infrastructure Development Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Infrastructure Development Agreement and are not relevant to the interpretation of any provision of this Infrastructure Development Agreement. The use of the terms “include” or “including” will be interpreted to mean “including, without limitation.”

11.11 Governing Law and Venue. This Infrastructure Development Agreement will in all respects be governed by the laws of the State of Washington, without reference to any provisions that may cause the laws of another jurisdiction to be applicable. Venue and jurisdiction to enforce all obligations under this Reimbursement Agreement shall lie in the King County Superior Court.

11.12 Complete Agreement. This Infrastructure Development Agreement, including the specific terms of any other agreement that are expressly referenced in this Infrastructure Development Agreement, constitutes the complete, entire, and integrated agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous oral and written agreements and negotiations. For clarity, to the extent of any conflict or inconsistency with the provisions of any other agreements among the Parties, or any two of them, with respect to the subject matter of this Infrastructure Development Agreement, this Infrastructure Development Agreement shall govern and control.



11.13 Modification or Amendment. This Infrastructure Development Agreement may be amended or modified only by the written agreement of each of GP, WCVA, and the City, or their successors in interest, and no such amendment or modification will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the real property records of King County, Washington.

11.14 Waiver; Cumulative Remedies. Waiver of any provision of this Infrastructure Development Agreement by any Party will only be effective if in writing and will not be construed as a waiver of any subsequent breach, inaccuracy or nonperformance of or noncompliance with the same provision or a waiver of any other provision of this Infrastructure Development Agreement. All rights and remedies provided in this Infrastructure Development Agreement are cumulative and not exclusive, and the exercise by any Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement among the Parties, between any two of the Parties, or otherwise.

11.15 Counterparts. This Infrastructure Development Agreement may be executed in a number of identical counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together will be deemed an original of this Infrastructure Development Agreement.

11.16 Severability. Any provisions of this Infrastructure Development Agreement prohibited or rendered unenforceable by any law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Infrastructure Development Agreement. In such event, the remainder of this Infrastructure Development Agreement will remain valid and enforceable. Upon such determination that any term or other provision is prohibited or rendered unenforceable, the Parties shall negotiate in good faith to modify this Infrastructure Development Agreement so as to maintain the original intent of the Parties as closely as possible and fulfill the rights and obligations contemplated under this Infrastructure Development Agreement to the greatest extent possible.

[Signatures and acknowledgements are on the following pages.]

IN WITNESS WHEREOF, this Infrastructure Development Agreement has been duly executed by the Parties upon the last date this Infrastructure Development Agreement was executed by all Parties.

**CITY OF WOODINVILLE,**  
a Washington Municipal Optional Code City

**GREEN PARTNERS, LLC,**  
a Washington limited liability company

By: Mount Tolt Holdings, LLC,  
its Managing Member

By: \_\_\_\_\_  
Name: Brandon Buchanan  
Its: City Manager

By: \_\_\_\_\_  
Name: Brian Ainsworth  
Its: Head of Real Estate Asset Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey Ganson, City Attorney

**WOODIN CREEK VILLAGE**  
**ASSOCIATES, LLC,**  
a Delaware limited liability company,

By: Weidner Investment Services Inc.,  
a Washington corporation,  
its Manager

By: \_\_\_\_\_  
Name: W. Dean Weidner  
Title: President

Infrastructure Development Agreement

EXHIBIT A

MAP OF THE GARDENS DISTRICT AND  
WOODIN CREEK VILLAGE PROPERTIES



# Infrastructure Development Agreement

## EXHIBIT B

### THE GARDENS DISTRICT PARCEL 1 LEGAL DESCRIPTION

#### **AREA 1**

#### **PARCEL A:**

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40 RODS SOUTH AND 20 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 40 RODS;

THENCE WEST 20 RODS;

THENCE NORTH 40 RODS;

THENCE EAST 20 RODS TO THE POINT OF BEGINNING.

EXCEPT ROADS.

TOGETHER WITH A STRIP OF LAND 16.5 FEET WIDE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 330 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

RUNNING THENCE SOUTH 660 FEET;

THENCE WEST 16.5 FEET;

THENCE NORTH 660 FEET;

THENCE EAST 16.5 FEET OF THE PLACE OF BEGINNING;

EXCEPT THE WEST 0.5 FEET OF THE SOUTH 107 FEET OF THE NORTH 140 FEET THEREOF.

AND EXCEPT ROADS.

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY DEED RECORDED JANUARY 27, 1992 UNDER RECORDING NO. 9201270405.

#### **PARCEL B:**

PARCEL E OF WOODIN CREEK VILLAGE WOODINVILLE BLA 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

#### **PARCEL C:**

PARCEL D OF WOODIN CREEK VILLAGE WOODINVILLE BLA NO. 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED

JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

**PARCEL D:**

LOT 2 OF KING COUNTY SHORT PLAT NO. 1176046, AS RECORDED JANUARY 19, 1977 UNDER KING COUNTY RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL D-1:**

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL E:**

LOT 4 OF KING COUNTY SHORT PLAT NO. 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL F:**

LOT 4, KING COUNTY SHORT PLAT 976079, RECORDED MARCH 16, 1977 UNDER RECORDING NO. 7703160466, KING COUNTY, WASHINGTON.

**PARCEL G:**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 0°43'48" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 0°43'48" WEST ALONG SAID WEST LINE 159.56 FEET;  
 THENCE NORTH 89°19'17" WEST 26.28 FEET;  
 THENCE SOUTH 0°40'43" WEST 232.88 FEET;  
 THENCE NORTH 89°43'29" EAST 130.08 FEET TO A LINE 104.00 FEET EAST OF AND  
 PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF THE  
 SOUTHWEST QUARTER;  
 THENCE NORTH 0°43'48" EAST ALONG SAID PARALLEL LINE 389.65 FEET; THENCE  
 NORTH 88°59'33" WEST 104.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 102605-9042-04

APN: 102605-9047-09

APN: 102605-9060-01

APN: 102605-9107-06

APN: 102605-9141-04

APN: 102605-9096-09

APN: 102605-9055-08

## **AREA 2**

### **PARCEL A:**

LOT 1, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977  
 UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

### **PARCEL A-1:**

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00  
 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE  
 NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP  
 26 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST  
 CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF  
 A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT  
 AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF  
 COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS,  
 TO THE POINT OF BEGINNING.

### **PARCEL B:**

LOT 3, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977  
 UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL B-1:**

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL C:**

BEGINNING AT A POINT 346.00 FEET WEST AND 33.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE SOUTH 107.00 FEET;

THENCE WEST 0.5 FEET;

THENCE SOUTH 520.00 FEET;

THENCE WEST 100.0 FEET;

THENCE NORTH 624.70 FEET;

THENCE EAST 100.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION DEEDED TO KING COUNTY FOR 139TH AVENUE NORTHEAST BY DEED RECORDED MAY 15, 1986 UNDER RECORDING NUMBER 8605150915.

APN: 102605-9130-07

APN: 102605-9140-05

APN: 102605-9043-03



# Infrastructure Development Agreement

## EXHIBIT C

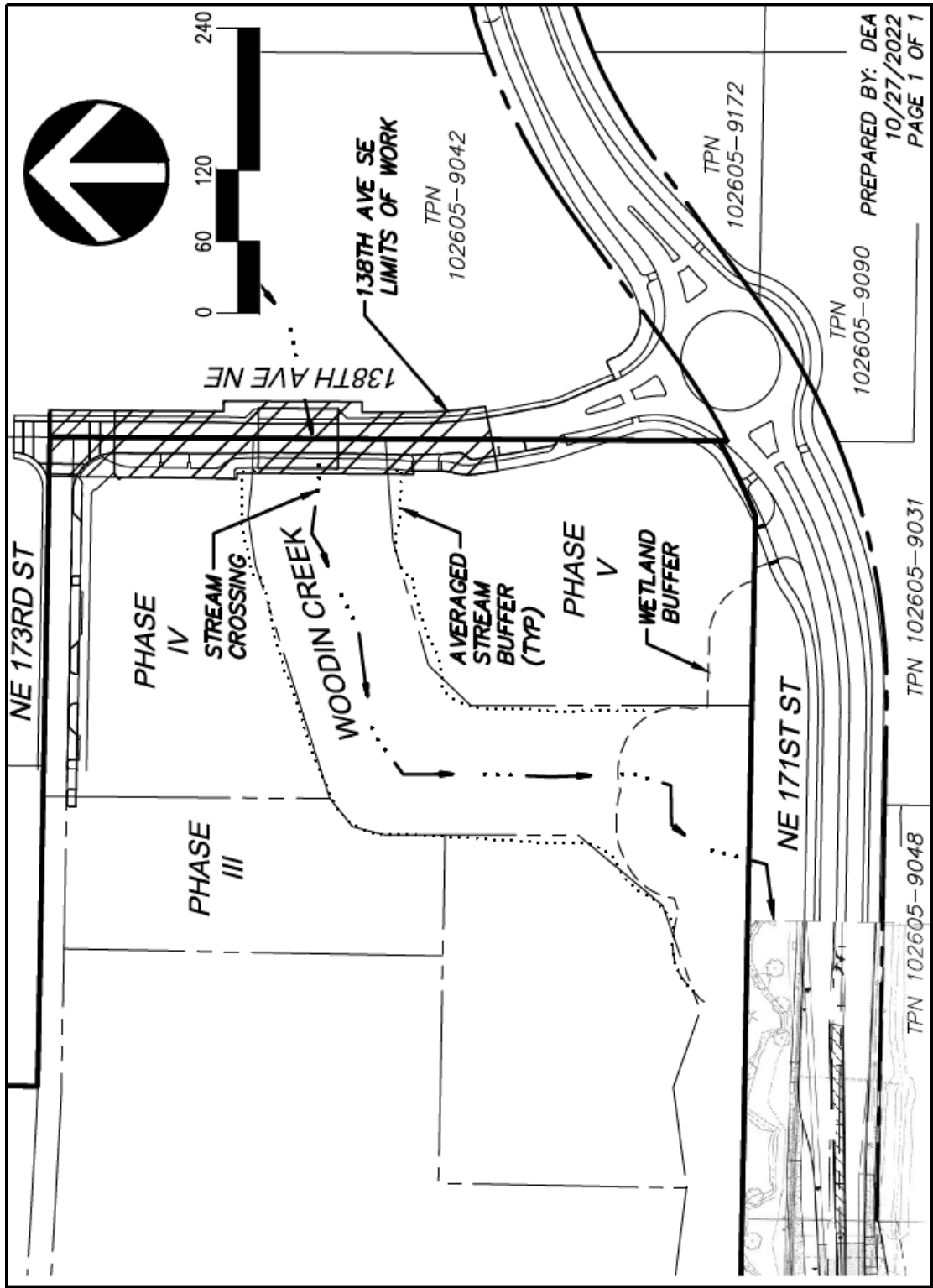
### WOODIN CREEK VILLAGE PARCEL 2 LEGAL DESCRIPTION

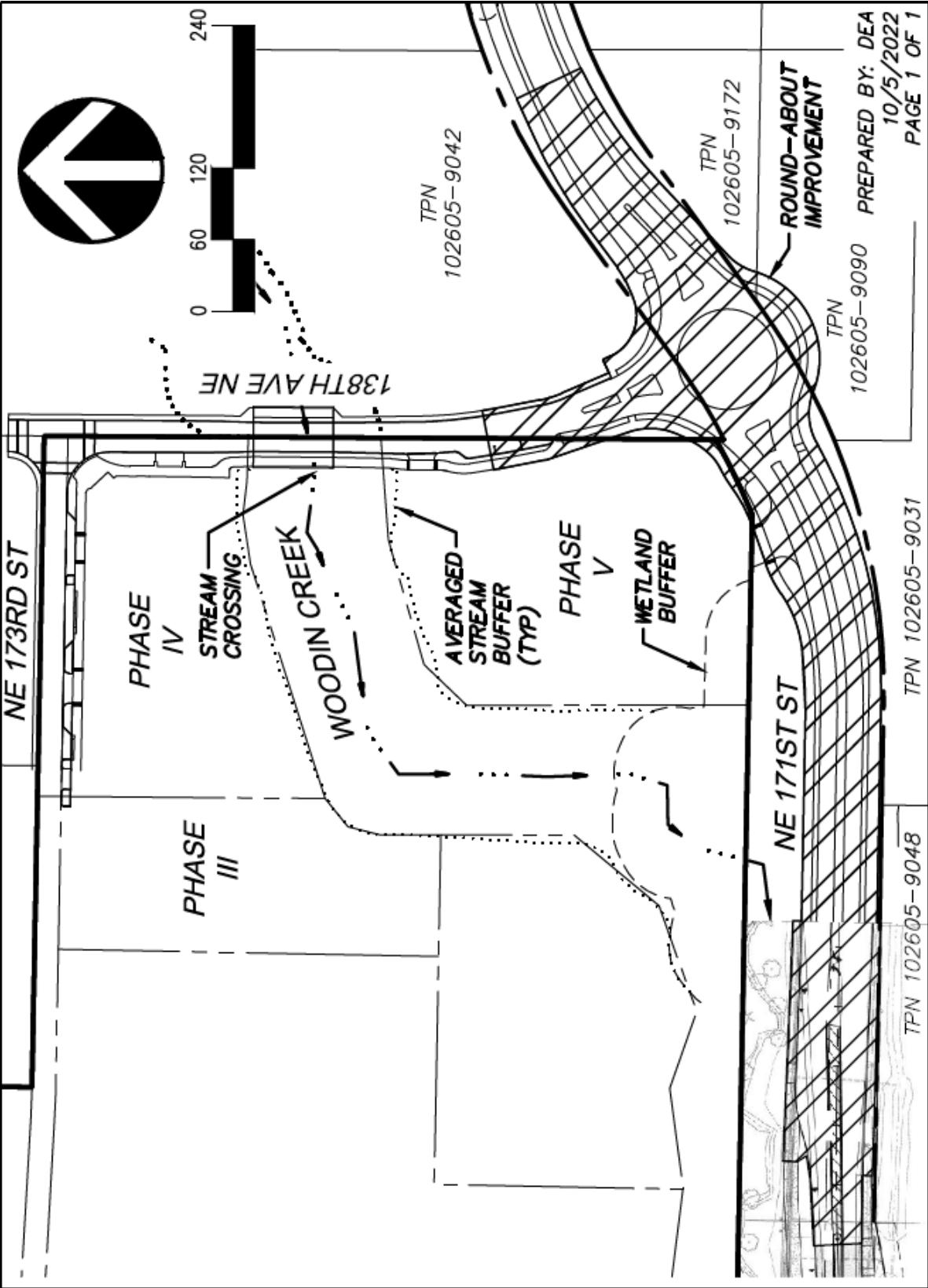
Parcels 8 and 9 and Tract A, Woodin Creek Village Binding Site Plan, according to the plat thereof recorded in Volume 275, Pages 80 through 84, in King County, Washington

Infrastructure Development Agreement

EXHIBIT D

DEPICTION OF SHARED-COST IMPROVEMENTS





# Infrastructure Development Agreement

## **EXHIBIT E**

### FORM OF SURETY BOND

[To be attached]

## **EXHIBIT J: URBAN STREAM DESIGNATION**

Insert from letter when released

## EXHIBIT K

### PUBLIC BENEFITS

Redevelopment of the Property in accordance with the Concept Site Plan and this agreement will provide substantial public benefits to the community, including:

#### GENERAL:

1. Molbak's Garden + Home. The Project includes the development of a new store for Molbak's Garden + Home near the site of the current store, so that an institution since 1956 (65+ years) will remain a prominent fixture and destination in Downtown Woodinville for years to come. The new store will have over 120,000 square feet of space, and include such features as state-of-the-art greenhouses, a restaurant, events space, and a purpose-built combination of interior and exterior store areas that will allow Molbak's Garden + Home to continue its legacy as the premier home and garden destination in the Pacific Northwest.
2. Supporting Woodinville's Vision. The Project supports Woodinville's vision as a welcoming, family-friendly, and diverse community that supports a successful balance of neighborhoods, parks and recreation, businesses, and tourism. The Project is anticipated to draw over half a million visitors each year to the City of Woodinville, which promotes economic activity and jobs.
3. Enhancing the Downtown. The Project helps implement the City's objective of maintaining and enhancing the downtown as an inviting place to work, shop, live, and socialize with mixed-use development, public plazas, and open space. In addition to the new space for Molbak's Garden + Home store, another 280,000 square feet of commercial space with amenities is planned.
4. Growth Targets. With 1,210 proposed new dwelling units, the Project will contribute substantially towards the City's 2044 housing growth target number. This will also support the City's goal of creating a more pedestrian-friendly downtown as these homes integrate with new commercial spaces.
5. Northwest Woodland Character. Molbak's Garden + Home store has played a role in defining Woodinville's Northwest Woodland Character and the Project will continue to preserve and promote this unique identity through the Project's emphasis on including environmental elements into its design and the Project's architecture.
6. City's Streetscape Plan. The Project is committed to implementing its share of the City's streetscape plan.
7. Business Sales Tax. Development of the site will ensure continued collection of sales tax revenue from store sales that in part supports City operations.
8. Park Impact Fees. The Project is anticipated to generate up to \$3.8 million in park impact fees to support City parks and trails improvements.

## EXHIBIT K

### AFFORDABLE HOUSING

9. At least one Phase with a minimum of 225 residential units of the project shall include affordable dwelling units as follows:

9.1 The Project shall vest to the affordable housing provisions set forth in the City's multifamily tax exemption in Chapter 3.43 WMC as they exist on the effective date of this development agreement.

9.2 The affordability level and percentage of affordable units for the Phase shall at a minimum be as set forth in Table 3.43.050 of the Woodinville Municipal Code and shown below:

Occupancy Type	Percentage of Affordable Units	Affordability Level
Owner-occupied	8%	50%
	20%	80%
Renter-occupied	12%	50%
	20%	70%

\*The project must meet one of the identified combinations of minimum percentage of affordable units and minimum affordability level by reference to percentage of the King County median household income set forth in WMC 3.43.050(7)(b)(ii).

9.3 The percentage of affordable units and the affordability levels shall remain the same as shown above, but "affordable" shall be adjusted annually consistent with WMC 3.43.050(7)(b)(ii) (defining "affordable").

9.4 The choice of the Phase, and the percentage of affordable units and the corresponding affordability level shall be at the sole discretion of the Owner. Should the City Council amend the Multifamily Housing Property Tax Exemption provisions in Chapter 3.43 WMC, the Owner may request through a Minor Modification as set forth in Section 14 of this agreement to have their affordable housing commitment under this agreement modified to vest to the amended Chapter 3.43 WMC.

### PUBLIC BENEFITS FOR DEVELOPMENT BONUSES

The Project intends to utilize development bonuses for increased height pursuant to WMC 21.32.040(4)(b) and (c), and for increased floor area ratio pursuant to WMC 21.32.050(2)(a) and (b), which require public benefits to be provided. For clarity, these are summarized below:

10. **Bonus Height.** (To authorize building heights above 39 feet.) To apply for this development bonus, the public benefits must exceed public benefits being provided without the height bonus. The Project will provide two or more of the following types of public benefits to satisfy the public benefit requirements for bonus height consistent with WMC 21.32.050(2)(a) and (b):

10.1 Buildings will obtain LEED Gold certification or higher.

10.2 Provide bicycle facilities, trails, and street furniture above those required by WMC 21.37.090, WMC 21.93.010, and Chapter 21.33 respectively.



**EXHIBIT K**

- 10.3 Provide additional affordable housing at the following levels:
  - 10.3.1 10% of renter-occupied units at 120% of King County AMI; or
  - 10.3.2 7% of renter-occupied units at 100% of King County AMI; or
  - 10.3.3 10% of owner-occupied units at 120% of King County AMI; or
  - 10.3.4 7% of owner-occupied units at 100% of King County AMI.
- 10.4 Provide additional affordable housing consistent with amounts and income limits in the Chapter 3.43 Multifamily Tax Exemption ("MFTE" Program) Woodinville Municipal Code as described in Section 9.
- 10.5 Payment of non-refundable transportation impact fees that are 20 percent above those required for the project (estimated at about \$732,000 for Phase 1 through 5).
- 10.6 Public plaza spaces with amenities above that required in Table 21.32.040(4)(d) (estimated at approximately 150,000 square feet for Phases 1 through 5).
- 10.7 Pay an estimated \$3 to 4 million for improvements to 138<sup>th</sup> Avenue NE, NE 173<sup>rd</sup> Street, and the 138<sup>th</sup>/ 171<sup>st</sup> Roundabout above those which credits will be received.
- 10.8 Provide "Exceptional design" standards for the Project or Phase as defined in WMC 21.11A.060.
- 11. **Bonus Residential Floor Area Ratio.** (To authorize a Residential Floor Area Ratio (FAR) above 1.25:1.) To apply for this development bonus, the public benefits must exceed public benefits being provided without the FAR bonus. The Project will provide the following types of public benefits to satisfy the public benefit requirements for bonus residential floor area ratio consistent with WMC 21.32.050(2)(a):
  - 11.1 The total cost of the public benefit must be at least one percent of the building permit valuation. (Estimated at \$3.5 million.)
  - 11.2 For a 2.0 residential FAR, two or more of the following public benefits will be provided:
    - 11.2.1 Water features such as fountains, ponds, waterfalls, play areas, etc. that are in addition to such features being provided to satisfy commercial design requirements in Chapter 21.33 WMC.
    - 11.2.2 Pedestrian, bicycle, and similar facilities beyond those that might be used to satisfy requirements in Chapter 21.33 WMC, WMC 21.37.090, and Paragraph 10.2 above.
    - 11.2.3 Street furniture beyond those required to satisfy 21.33 WMC and Paragraph 10.2 above.
    - 11.2.4 Affordable dwelling units as described in Paragraph 10.3 and 10.4 above that are additional to affordable units used to satisfy other requirements including Category II in WMC 21.32.050(3)(b)(iii).

**EXHIBIT K**

- 11.2.5 Public art such as sculptures, paintings, murals, mosaics, special lighting features, etc. are beyond those that might be used to satisfy requirements in Chapter 21.33 WMC.
- 11.2.6 Public courtyards and plazas and amenities beyond that required in Paragraph 10.6.
- 11.2.7 Buildings will obtain LEED Gold certification, or a higher certification if LEED is used to satisfy Paragraph 10.1.
- 11.2.8 Transit facilities for loading and unloading transit passengers, which are additional to those required elsewhere.
- 11.2.9 Provide motorized and nonmotorized transportation improvements including those that promote walkability, which are acceptable to the City for which impact fee credits or other forms of City reimbursement are not received, nor which said improvements are required to mitigate for project impacts, and which are beyond those provided to satisfy public benefits in Paragraph 10.
- 11.3 For a residential FAR over 2.0 and not exceeding 2.5, one of the following additional public benefit will be provided:
  - 11.3.1 Pay an estimated \$3 to \$4 million for improvements to 138<sup>th</sup> Avenue NE, NE 173<sup>rd</sup> Street, and the 138<sup>th</sup>/ 171<sup>st</sup> Roundabout above those which credits will be received and above those applied to satisfy Paragraph 10.7.
  - 11.3.2 Provide additional affordable housing consistent with amounts and income limits in the Chapter 3.43 Multifamily Tax Exemption ("MFTE" Program) Woodinville Municipal Code as described in Section 9 and are additional to those prescribed in Paragraph 10.4.
- 12. Notwithstanding anything to the contrary in Paragraphs 10 and 11, the list of public benefits are intended to be illustrative only based on WMC requirements to help inform future permitting for the Phases of the Project. Whether and when to develop the various Phases of the Project, and whether and when to seek the development bonuses in Paragraphs 10 and 11 are subject to Owner's discretion. If and to the extent Owner intends to seek the development bonuses for height and/or residential floor area ratio for a particular Phase of the Project, the applicable Phase of the Project will provide at least the minimum types of public benefits required by the applicable WMC provisions and summarized in Paragraphs 10 and 11. The Owner may also provide public benefits beyond those required by the WMC in a particular Phase and have the extra public benefits applied to future Phases of the Project to satisfy public benefit requirements for that particular Phase of the Project, subject to obtaining City approval with review of permits associated that particular Phase of the Project.

**EXHIBIT K**

13. **Public Benefit Value Methodology:** The Project will use the following methodologies for calculating the total cost of the public benefits and corresponding public benefit value:

<b>Public Benefit</b>	<b>Method for Calculating Value</b>
Transportation Improvements, which are set forth in the Six-Year Capital Improvement Plan for which transportation impact fee credits or other forms of City reimbursement are not received, nor which said improvements are required to mitigate for project traffic impacts;	“Public Benefit Cost” shall be calculated as the estimated increase in cost to the project attributed to the public benefit/incentive, or an amount agreed to be spent on the public benefit/incentive by the Applicant, excluding taxes and permitting fees. Costs attributed to operating or maintenance of the public benefit/incentive shall also be excluded.
Affordable Housing	“Public Benefit Cost” for each unit shall be calculated as the difference between the estimated market sales/rent rate of the housing unit and the affordable housing sales/rent rate agreed to
Impact fees – Payment of transportation and/or park impact fees beyond those required for the project	“Public Benefit Cost” shall be calculated as the actual amount paid beyond those required for the project and for which no impact fee credits are received.
Leadership in Energy and Environmental Design (LEED) Construction Standard	“Public Benefit Cost” shall be calculated as the estimated overall increase in the initial net costs that can be attributed to the influences of LEED certification. Initial net costs are defined as the sum of all quantified incremental costs and savings that accrue because of LEED certification during the building design, construction, and start-up process. Satisfying the current Washington State Energy Code shall serve as the baseline for measuring increases in the initial net costs.
Off-site environmental enhancement projects inside the City boundaries, which are acceptable to the City and are beyond those required for the project to satisfy other requirements of the Woodinville Municipal Code	“Public Benefit Cost” shall be calculated as the actual cost of providing the public benefit/ incentive, or an amount agreed to be spent on the public benefit/incentive by the Applicant, excluding taxes and permitting fees. Costs attributed to operating or maintenance of the public benefit/incentive shall also be excluded.

**EXHIBIT L: NOTICE OF TERMINATION**

AFTER RECORDING RETURN TO:

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

---

**NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT BY AND BETWEEN  
 THE CITY OF WOODINVILLE AND GREEN PARTNERS, LLC  
 FOR THE GARDENS DISTRICT™ DEVELOPMENT**

By Memorandum of Agreement of Development Agreement entered as of [date], recorded [date], under Recording No. [ ] (the “Memorandum”), the City of Woodinville (“City”) and Green Partners, LLC (“Developer”) gave notice of their entry into that certain Development Agreement by and between the City of Woodinville and Green Partners, LLC for The Gardens District™ development, dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Development Agreement”), affecting the real property described on Exhibit A hereto (the “Property”).

Pursuant to Section [16.2] of the Development Agreement, “[t]his shall terminate upon the earliest of (i) the Termination Date, (ii) issuance of the certificate of occupancy for the final Phase of the Project, and (iii) the effective date of a written notice by Owner to the City terminating this Agreement. Upon such termination, the City shall record a notice of termination in a form substantially similar to that notice attached as Exhibit M.” City and Developer [*or, if and as appropriate, successor/assign*] agree that [*describe the first occurring event*] occurred as of [date]. Accordingly, this Notice of Termination provides notice of record that the Development Agreement has been fully terminated as of the date hereof. Notwithstanding this Notice of Termination, Section [16.4] of the Development Agreement provides for survival of certain covenants as between City and Developer, and nothing in this notice affects such survival. Except as to such surviving terms, the Development Agreement is of no force or effect as to the Property, and no longer encumbers or otherwise affects the Property.

Dated: \_\_\_\_\_

CITY OF WOODINVILLE, a Washington optional  
 municipal code city

By: \_\_\_\_\_ [*form only; not for execution*]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GREEN PARTNERS, LLC, a Washington limited  
liability company

By: \_\_\_\_[form only; not for execution]\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_

Printed: \_\_\_\_\_

NOTARY PUBLIC in and for Washington

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_



**EXHIBIT M: MEMORANDUM OF AGREEMENT**

AFTER RECORDING, PLEASE RETURN TO:

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

**MEMORANDUM OF DEVELOPMENT AGREEMENT**

This MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF WOODINVILLE, a Washington optional municipal code city (the "City") and GREEN PARTNERS, LLC, a Washington limited liability company, and/or its successors and assigns ("Developer"), pursuant to the Development Agreement referenced below.

1. The City and Developer have entered into a Development Agreement pursuant to RCW 36.70B.170 - .210 (the "Development Agreement").
2. The Development Agreement addresses property owned by Developer legally described in Exhibit A, attached hereto, and incorporated herein by this reference (the "The Gardens District Property").
3. The Development Agreement is valid for a period of ten (10) years and provides for certain vesting and development rights.
4. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Development Agreement, the provisions of which shall in all instances prevail.
5. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document.

IN WITNESS WHEREOF, THIS MEMORANDUM has been entered into by the parties on the dates set forth below.

CITY OF WOODINVILLE, a Washington optional  
 municipal code city

By:     *[form only; not for execution]*    

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GREEN PARTNERS, LLC, a Washington limited  
liability company

By:     *[form only; not for execution]*    

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT M - EXHIBIT A****Legal Description****RECORD LEGAL DESCRIPTION FOR AREA 1****AREA 1****PARCEL A:**

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40 RODS SOUTH AND 20 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 40 RODS;

THENCE WEST 20 RODS;

THENCE NORTH 40 RODS;

THENCE EAST 20 RODS TO THE POINT OF BEGINNING.

EXCEPT ROADS.

TOGETHER WITH A STRIP OF LAND 16.5 FEET WIDE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 330 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

RUNNING THENCE SOUTH 660 FEET;

THENCE WEST 16.5 FEET;

THENCE NORTH 660 FEET;

THENCE EAST 16.5 FEET OF THE PLACE OF BEGINNING;

EXCEPT THE WEST 0.5 FEET OF THE SOUTH 107 FEET OF THE NORTH 140 FEET THEREOF.

AND EXCEPT ROADS.

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY DEED RECORDED JANUARY 27, 1992 UNDER RECORDING NO. 9201270405.

**PARCEL B:**

PARCEL E OF WOODIN CREEK VILLAGE WOODINVILLE BLA 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS

MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

**PARCEL C:**

PARCEL D OF WOODIN CREEK VILLAGE WOODINVILLE BLA NO. 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

**PARCEL D:**

LOT 2 OF KING COUNTY SHORT PLAT NO. 1176046, AS RECORDED JANUARY 19, 1977 UNDER KING COUNTY RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL D-1:**

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL E:**

LOT 4 OF KING COUNTY SHORT PLAT NO. 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL F:**

LOT 4, KING COUNTY SHORT PLAT 976079, RECORDED MARCH 16, 1977 UNDER RECORDING NO. 7703160466, KING COUNTY, WASHINGTON.

**PARCEL G:**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 0°43'48" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 0°43'48" WEST ALONG SAID WEST LINE 159.56 FEET;

THENCE NORTH 89°19'17" WEST 26.28 FEET;

THENCE SOUTH 0°40'43" WEST 232.88 FEET;

THENCE NORTH 89°43'29" EAST 130.08 FEET TO A LINE 104.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 0°43'48" EAST ALONG SAID PARALLEL LINE 389.65 FEET;

THENCE NORTH 88°59'33" WEST 104.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 102605-9042-04

APN: 102605-9047-09

APN: 102605-9060-01

APN: 102605-9107-06

APN: 102605-9141-04

APN: 102605-9096-09

APN: 102605-9055-08

**AREA 2****PARCEL A:**

LOT 1, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977  
UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL A-1:**

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00 FEET OF  
THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST  
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5  
EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST  
CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A  
TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND  
SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF  
COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE  
POINT OF BEGINNING.

**PARCEL B:**

LOT 3, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977  
UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

**PARCEL B-1:**

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00 FEET OF  
THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST  
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5  
EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST  
CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A  
TRACT OF LAND DEEDED TO THEODORE L. CALKINS;



THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL C:**

BEGINNING AT A POINT 346.00 FEET WEST AND 33.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE SOUTH 107.00 FEET;

THENCE WEST 0.5 FEET;

THENCE SOUTH 520.00 FEET;

THENCE WEST 100.0 FEET;

THENCE NORTH 624.70 FEET;

THENCE EAST 100.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION DEEDED TO KING COUNTY FOR 139TH AVENUE NORTHEAST BY DEED RECORDED MAY 15, 1986 UNDER RECORDING NUMBER 8605150915.

APN: 102605-9130-07

APN: 102605-9140-05

APN: 102605-9043-03











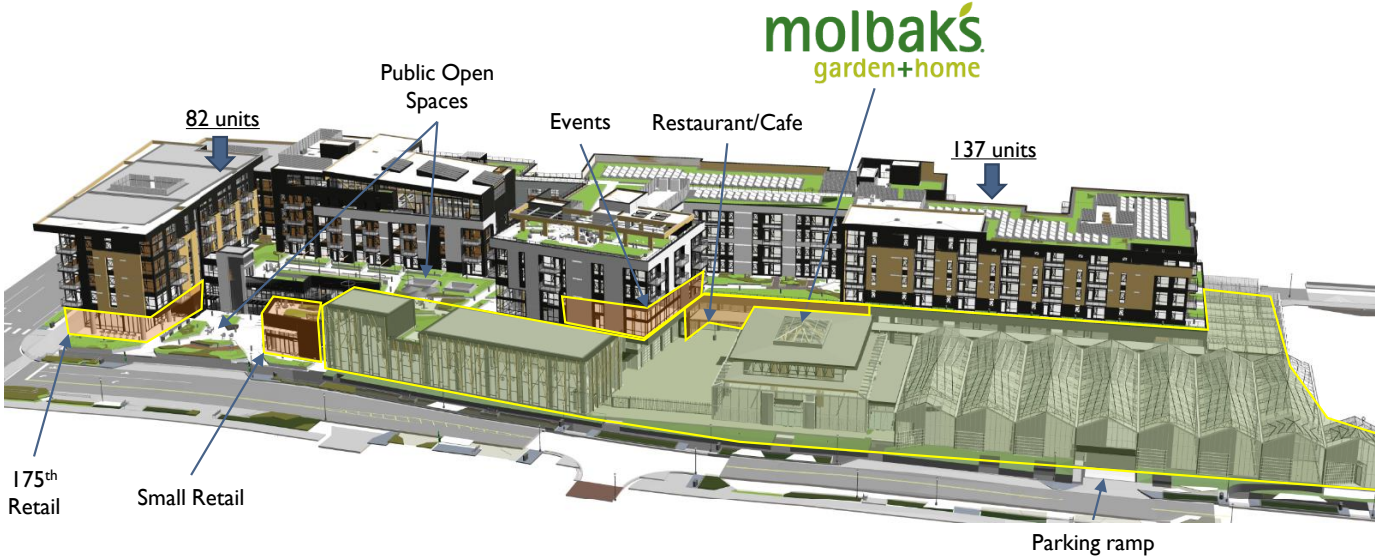
















# Green Partners LLC) Development Agreement Study Session



Planning Commission April 26, 2023



# Presentation Outline:

- Review project proposal
- What is being requested
- Public benefits
- Concurrency & other agreement terms
- Questions

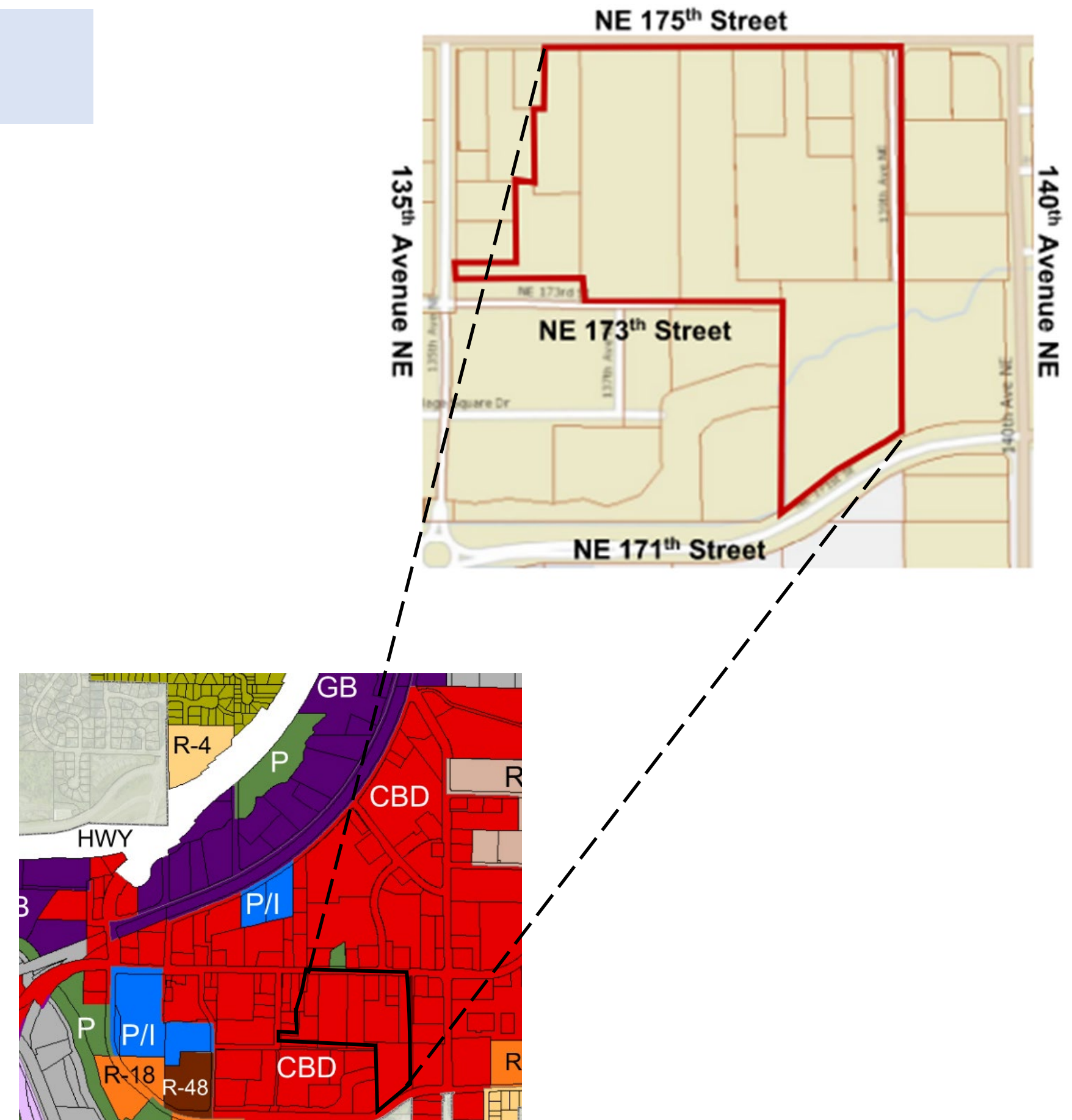




# Project Proposal:

Redevelopment of 19.17 acres:

- Demolish existing buildings and improvements
- Construct 1,210 multifamily dwellings
- Construct 400,000 square feet of commercial space including new Molbak's Home + Garden Store
- Complete 138<sup>th</sup> Avenue NE and NE 173<sup>rd</sup> Street
- Contribute funds to remaining segments of 138<sup>th</sup> Avenue NE & 138<sup>th</sup>/ 171<sup>st</sup> roundabout
- Construct 139<sup>th</sup> Avenue NE
- Construct private streets (137<sup>th</sup> Avenue NE & NE 174<sup>th</sup> Street)
- Construct 175<sup>th</sup> frontage Improvements
- Enhance Woodin Creek Stream buffer (urban stream designation)
- Project will occur in phases



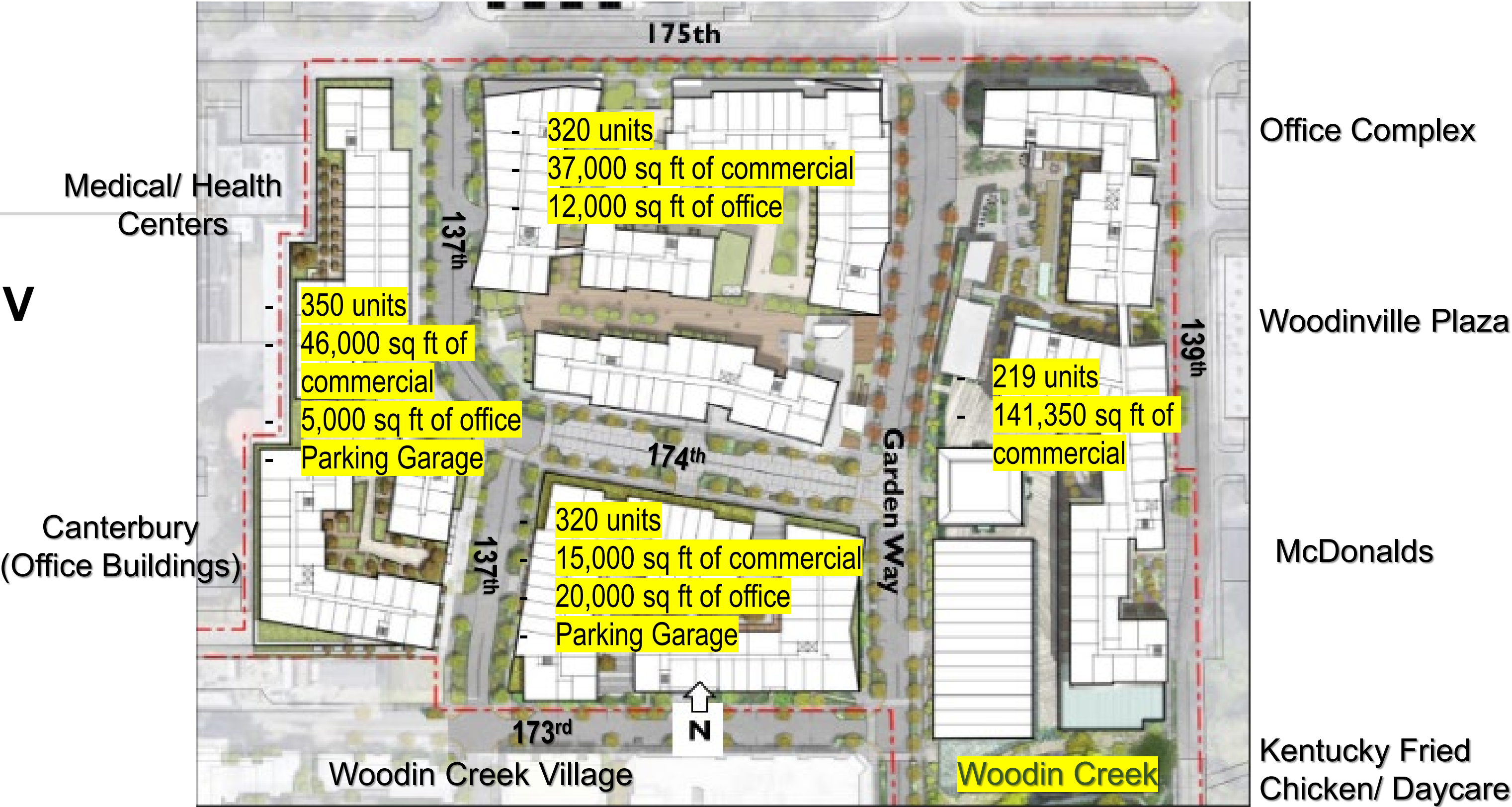
# Project Phases:

- Phase 1: Construct approximately 391,350 square feet with a residential target of 219 units and 141,350 square feet of commercial space, including the new Molbak's Garden + Home store location.
- Phase 2: Construct approximately 370,000 square feet with a residential target of 320 units, 15,000 square feet of commercial, and 20,000 square feet of office space.
- Phase 3: Construct approximately 370,000 square feet with a residential target of 320 units, 37,000 square feet of commercial, and 12,000 square feet of office space.
- Phase 4: Construct approximately 400,000 square feet with a residential target of 350 units, 46,000 square feet of commercial, and 5,000 square feet of office space.
- Phase 5: Construct approximately 150,000 square feet with a 120-room hotel or residential or mixed-use.



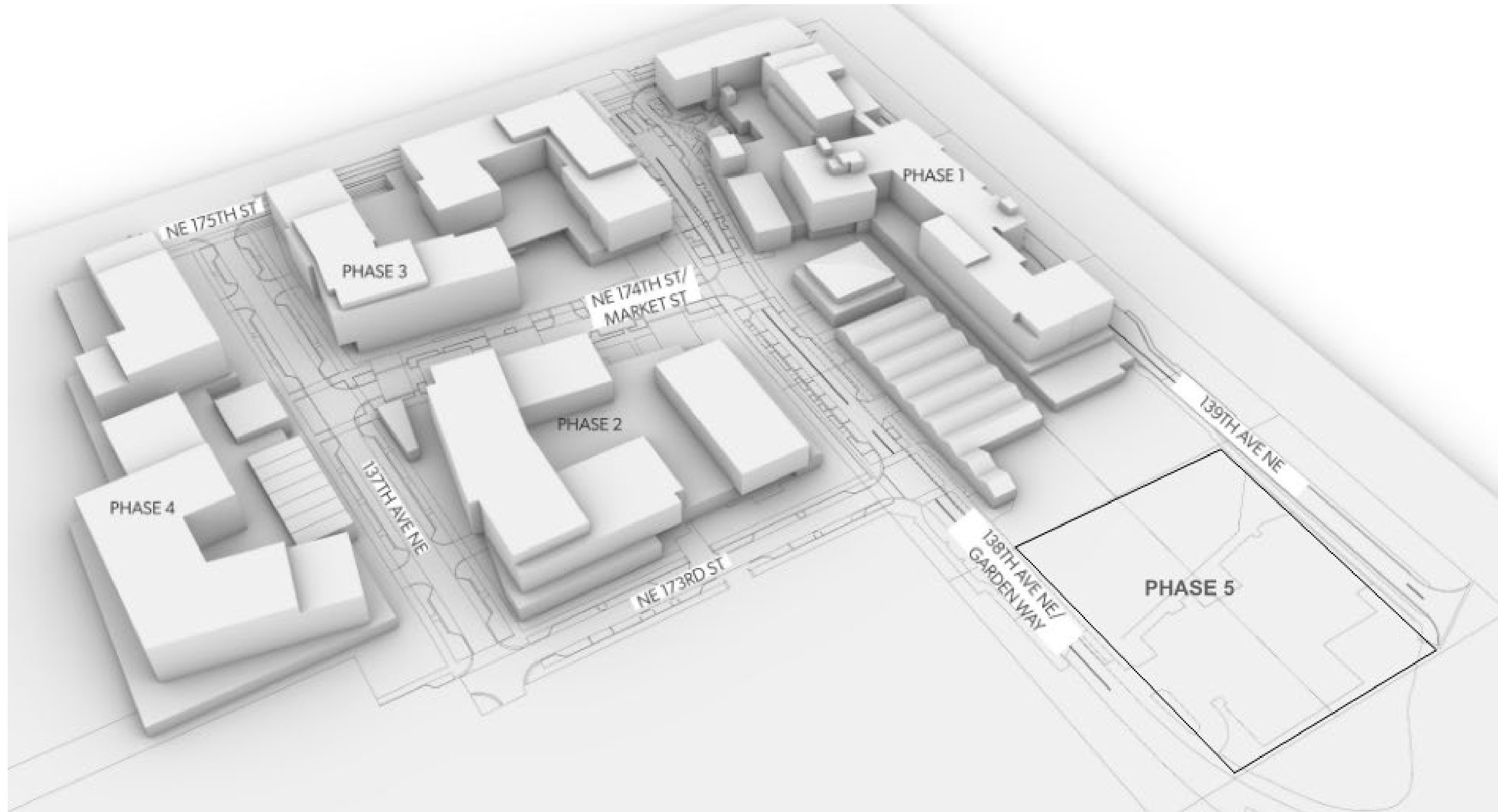
# Project Proposal:

## Site Plan Phase: I - IV





# Conceptual Bulk Drawing:



# Phase 1 Drawings:



**Molbak' s Main Entrance**





# Phase 1 Drawings:



**175<sup>th</sup> and 138<sup>th</sup> Intersection (view from northside of 175<sup>th</sup>)**



# Phase 1 Drawing:

Phase I  
219 Units  
140K SF

**molbak's**  
garden+home

82 units

Public Open  
Spaces

Events

Restaurant/Cafe

137 units

175th

175th  
Retail

Small Retail

138th

Parking ramp

# Phase 1 Drawing:



EAST PERSPECTIVE VIEW

backside

# What is being requested:

- Vesting in Development Regulations
- Vesting in Impact Fees, excluding School Impact Fees
- Authorizing 75-foot height for East Frame Design District
- Authorizing use of the Downtown Vision & Illustrative Guidelines
- Authorizing a 2.5:1 Residential Floor Area Ratio
- Allowance for temporary surface parking
- Phasing of the project and infrastructure improvements
- Memorializing responsibilities for infrastructure improvements
- Transportation Concurrency

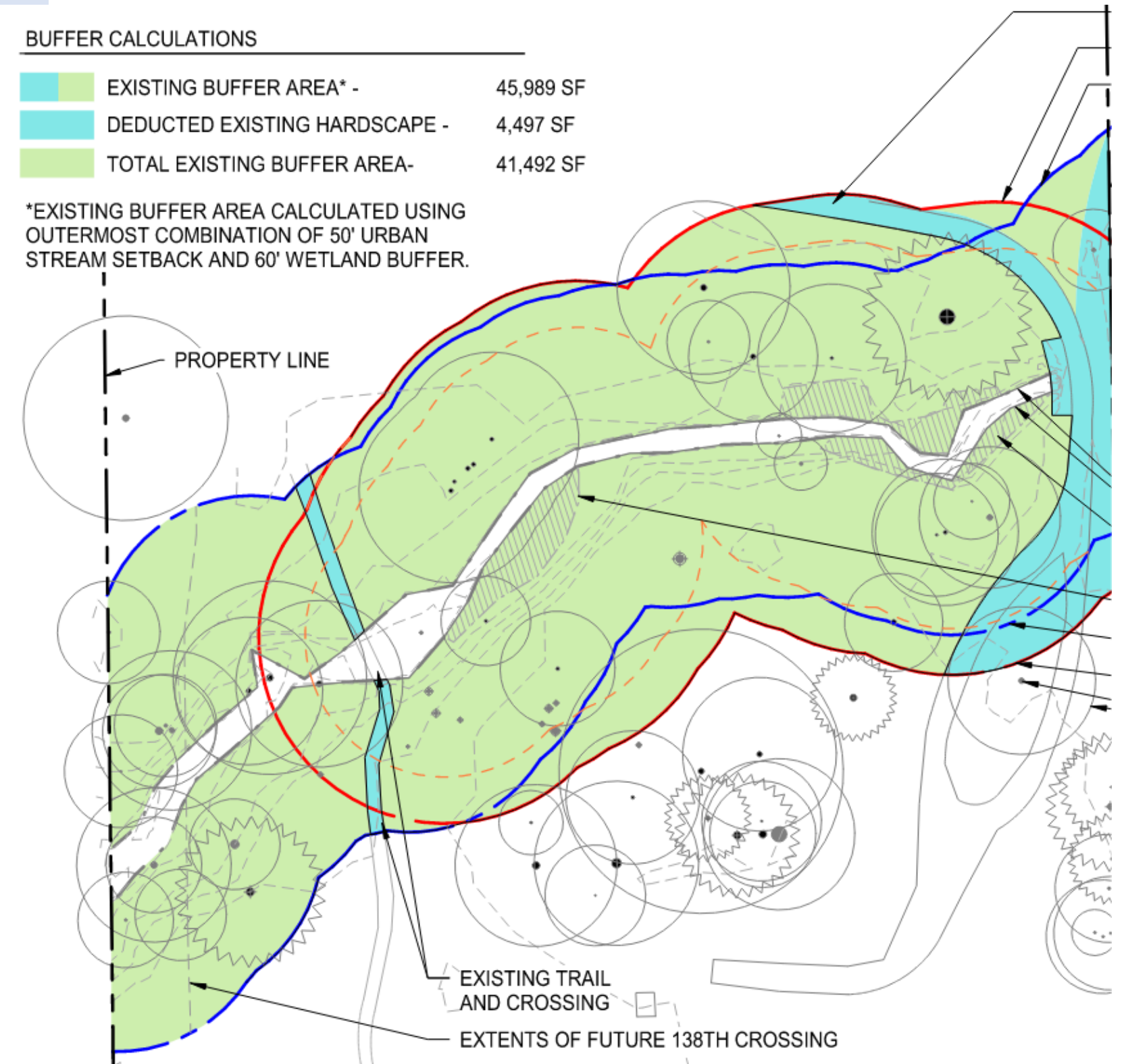
# Public benefits:

- Affordable housing units per Chapter 3.43 WMC (Multifamily Housing Tax Exemption) with at least one phase
- LEED Gold or higher Construction
- Contribute to 138<sup>th</sup> Avenue NE and 171<sup>st</sup>/ 138<sup>th</sup> roundabout construction
- Complete construction of 138<sup>th</sup> Avenue NE and NE 173<sup>rd</sup> Street (grid road system)
- Construct other road improvements
- \$3.8 million in park impact fees
- Other public benefits to be determined with development bonuses



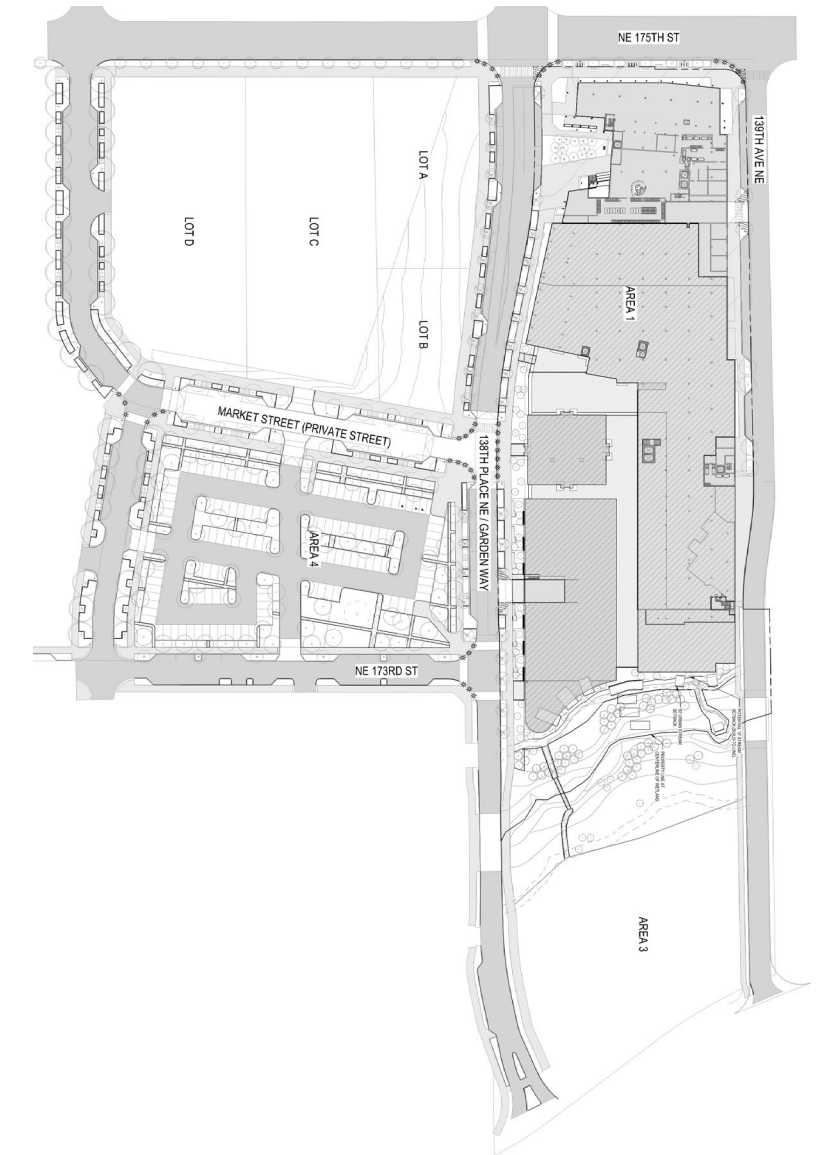
# Urban Stream Designation

- Urban Stream Designation allows reduction of Woodin Creek's stream buffer from 140 feet to 50 feet
- Current stream buffer is degraded
- Required to mitigate for a 50 -foot buffer by improving ecological function
- Matches other properties' urban stream designation in the area



# Off -street Parking:

- Allow use of temporary surface parking areas to support Phase 1:
  - 380 structured parking/ 260 surface parking
- Permanent parking for Phase 1 is included in a parking garage built with Phase 2
- Phase 1 & 2 when completed will include about 1,020 +/- parking stalls
- Parking reduction request of 14 percent for Phase 1 & 2
- Parking requirements/ reductions for future phases to be determined





# Concurrency

- Transportation Concurrency determination is required for new development
- Transportation Concurrency is a Traffic Impact Analysis of new traffic generated from a development and its impacts on the City's road system and adopted levels of service
- Traffic Impact Analysis indicates roads that are subject to the City's concurrency code will not fall below a Level of Service E



## Other notes:

- Development Agreement is for 10 years
- City Manager determines if amendments to the development agreement are a major or minor modification
- Includes typical administrative terms





## **NEXT STEP:**

- Public hearing is scheduled for May 24, 2023, meeting

**QUESTIONS?**

<b>2023 PLANNING COMMISSION PROPOSED AGENDA *Subject to Change*</b>												
Work Plan Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Off-Street Parking	SS	SS		PH								
Sign Code Update			SS		SS	PH						
2023-2029 Northshore CFP							SS	SS	SS	SS	SS	PH
2023 Annual Comp Plan Amendment Docket		SS	SS		PH							
2024 Annual Comp Plan Amendment Docket												
6 Year-CIP Amendments												
Periodic Comprehensive Plan Review					SS	SS	SS	SS	SS	SS	PH	SS
Tree Management Code Update										SS	SS	SS
Transportation Plan							SS		SS	SS		
Climate Action Plan			SS	SS								
Housing Action Plan		SS										
Design Review Standards Update										SS	SS	SS
*Development Agreements	*	*	*	*	*	*	*	*	*	*	*	*
*Design Review (PC Committee)	*	*	*	*	*	*	*	*	*	*	*	*

\*Denotes items dependent on an application being submitted and are presented to the Planning Commission when ready.





## ***New Permits Submitted in the Week Ending: 3/17/2023***

<b>Type</b>	<b>Date</b>	<b>Permit and Desc</b>	<b>Sub Type</b>	<b>Project</b>	<b>Location</b>	<b>Zone</b>	<b>Applicant</b>
Engineering	03/14/2023	ROW23035 CREW TO PARK NEAR EXISTING POLES TO REMOVE EXISTING FACILITIES FOR CUSTOMER SITE REDEVELOPMENT. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	19545 WOODINVILLE SNOHOMISH RD 108143228	19545 WOODINVILLE SN	GB	Nicole Stadler
Building	03/13/2023	MEC23063 Furnish and Install (2) 2.5-ton air handlers for chambers, (1) 5-ton Two-zone Mitsubishi split system, install and connect ductwork.	Commercial Mechanical	Kymeta Chambers	14120 NE 200TH ST	I	Veniamin Ogorodni
Fire	03/11/2023	FIR23021 Modify existing sprinkler system to protect new RF chamber installation	Fire Sprinkler System	Kymeta Enterprise Chamber	14120 NE 200TH ST	I	Shaina Morgan
Planning	03/15/2023	EVE23005 Pride celebration for the LGBTQIA+ Community	Special Event Permit	Woodinville Pride	17301 133RD AVE	P/I	Tanya Milbrodt
Planning	03/15/2023	EVE23006 Out and back charity fund raiser 5K Fun Run/Walk and 10K Run on the Sammamish River Trail	Special Event Permit	Woodinville Leprechaun Leap 5K & 10K Fun Run 2024	17301 131ST AVE	P	Tim Shields
Planning	03/16/2023	EVE23007 Fundraising walk (non-competitive/timed) and family gathering for those in our our Dravet syndrome community.	Special Event Permit	Dravet Syndrome Foundation Steps Toward a Cure	17301 133RD AVE	P/I	Erin Reoyo
Planning	03/16/2023	EVE23008 Event Permit for Chateau Ste. Michelle 2023 Summer Concerts and Events.	Special Event Permit	Chateau Ste. Michelle Summer Concerts & Events	14111 NE 145TH ST	R-4	Sarah Vincent
Fire	03/15/2023	FIR23022 Modify existing sprinkler system for new tenant improvement RF chamber installation.	Fire Sprinkler System	Kymeta Maxwell	14120 NE 200TH ST	I	Shaina Morgan

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Engineering	03/17/2023	ROW23036 CREW TO PARK IN ROW & INSTALL NEW CONDUIT/RISER ON POLE & PULL NEW UG CABLE. (1): 1'X10' SOFT SURFACE CUT ANTICIPATED. CUSTOMER TO PROVIDE TRENCHING & RESTORATION. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	19545 WOODINVILLE SNOHOMISH RD 105102331	19545 WOODINVILLE SN	GB	Nicole Stadler
Engineering	03/17/2023	ROW23037 Starting from the PED located near 14636, we will intercept 4 ft south crossing under shared driveway to place a new flushmount carson on property line for house 14630 to private property.	Right of Way Permit	COMCAST # 168234	14632 138TH WAY	R-4	
Building	03/15/2023	BLD23034 Extend canopy to enable additional area for processing of recyclable material. Canopy will be a steel structure to match the existing strucdture.	Commercial Addition	Waste Management Canopy Extension	14020 NE 190TH ST	I	Martin Reimers
Building	03/15/2023	SIG23008 Installing one channel letter sign above tenants front door	Commercial Sign	Club Pilates	14039 NE WOODINVILLE	CBD	Kim Thomas
Building	03/15/2023	MEC23065 furnace and heat pump install	Residential Mechanical	Hagander-Luanava	14518 NE 173RD ST	R-6	
Building	03/15/2023	MEC23064 Installation of 6' - 7' gas line on exterior of house from meter into masonry fireplace and direct vent gas insert and chimney liner into masonry fireplace.	Residential Mechanical	TIMMERMANS GAS INSERT	19125 156TH AVE	R-1	
Building	03/13/2023	BLD23033 1134sf Addition to Existing Single Family Residence.	Residential Addition	BATES RESIDENCE ADDITION	16202 NE 200TH CT	R-1	

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	03/13/2023	<p>BLD23032</p> <p>Project Preparation</p> <p>Obtain building permit for roof replacement.</p> <p>Perform pre-construction roof replacement walk through with the owner, project foreman and project manager.</p> <p>Safety</p> <p>All work will be performed in accordance with OSHA and L&amp;I safety requirements</p> <p>Furnish and install warning lines to identified areas as associated with ground related activities.</p> <p>Tear Off and Surface Preparation</p> <p>Remove and dispose of all existing walls and penetrations.</p> <p>Insulation Attachment</p> <p>Install mechanically attached Duro-Guard crushfold insulation in accordance with manufacturer's specifications.</p> <p>System Application</p> <p>Furnish and install a mechanically fastened white 50mil Duro-Last PVC Roof System according to manufacturer's specifications.</p> <p>Drain System</p> <p>Thoroughly inspect and reuse the existing drain system.</p> <p>Parapet Walls and Perimeter Edge</p> <p>Install new termination bar under existing siding.</p> <p>Install new 24 gauge counter-flashing that will return under siding and over roof</p>	Commercial Roof	Roof-18200-C (MBK The Creekside)	18200 WOODINVILLE SN	CBD	jay holmes

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
		<p>termination.</p> <p>Pipe Details</p> <p>Furnish and install new PVC prefabricated thermoplastic pipe boots according to manufacturer's specifications.</p> <p>Misc Details</p> <p>Install new treated lumber footings with a PVC slip sheet as needed.</p> <p>Install a sealant pocket detail to pipe clusters that penetrate the roof deck as needed.</p> <p>Install 2-way vents as required by the manufacturer.</p> <p>Clean Up</p> <p>All work premises will be cleaned daily during the construction process and at the completion of the project.</p>					

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Administration	03/15/2023	<p>DEV23012</p> <p>Demo Existing Bedroom #1, Master Bedroom, and Bath. Reconfigure those spaces to create new Master Bedroom, Master Bath, Walk-in Closet, &amp; Built-in Closet. The Master closet will include a walk in shower, toilet, double vanity, and linen storage. Add in 2 new windows in existing exterior wall in bathroom. Remove current 5'-0" window in existing Bedroom #1, add a 5'-0" French door in it's place out onto existing deck. In addition, remove wall between Dining Room &amp; Office, and add new wall 2'-11" north of it to allow for larger bedroom and Pantry.</p> <p>We are not adding any square footage, or exterior modifications aside from the 2 windows, and door. New flooring and drywall on walls and ceiling in affected areas only. This project is INTERIOR ONLY, no additions.</p>	Development	Osborne Residence - Renovation	13234 NE 186TH ST	R-6	Joseph Osborne
Administration	03/15/2023	<p>DEV23013</p> <p>Interior Tenant Improvement per these plans.</p>	Development	Club Pilates Tenant Improvement	14039 NE WOODINVILLE	CBD	Theresa Greene



## ***New Permits Submitted in the Week Ending: 3/24/2023***

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	03/20/2023	BLD22134.R01 Revised drawings showing changes to doors, general layout in north warehouse area, and subsequent changes to lighting and ceilings.	Field Change	Kymeta Phase 1	14120 NE 200TH ST Floo I		
Building	03/20/2023	COB23009 Construction of phase II of the Schoolhouse District. Phase II for building #1, with 6 units.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13340 NE 175TH ST	CBD	Bryan Hampson
Building	03/20/2023	MEC23066 INSTALLING GENERATOR WITH GAS PIPING	Residential Mechanical	15608 NE 175th St	15608 NE 175TH ST	R-1	Karen Matheney
Building	03/20/2023	BLD23035 Replacing front porch/deck	Residential Deck	Accardi Front Deck	18541 148TH AVE	R-6	Michael Accardi
Building	03/20/2023	BLD23036 construct new duplex residential/multifamily structure, 3 stories wood-frame over basement within the Harvest Lot 8 development	Multi-Family New	River Run Townhomes - building 1	148th PL		Travis McDanold
Building	03/20/2023	BLD23037 Construct new duplex residential/multifamily structure, 3 stories wood frame construction. Harvest lot 8.	Multi-Family New	River Run Townhomes - building 9	148th PL		Travis McDanold
Building	03/20/2023	BLD23038 Construct new duplex residential/multifamily structure, 3 stories wood frame construction. Harvest lot 8.	Multi-Family New	River Run Townhomes - building 11	148th PL		Travis McDanold
Building	03/20/2023	BLD23039 Construct new duplex residential/multifamily structure, 3 stories wood frame construction. Harvest lot 8.	Multi-Family New	River Run Townhomes - building 12	148th PL		Travis McDanold

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	03/20/2023	BLD23040 Construct new duplex residential/multifamily structure, 3 stories wood frame construction. Harvest lot 8.	Multi-Family New	River Run Townhomes - building 14	148th PL		Travis McDanold
Building	03/20/2023	BLD23041 Construct new duplex residential/multifamily structure, 3 stories wood frame construction. Harvest lot 8.	Multi-Family New	River Run Townhomes - building 15	148th PL		Travis McDanold
Building	03/20/2023	MEC23067 Remove and replace existing gas furnace then add AC	Residential Mechanical	Postings HVAC	14712 134TH CT	R-4	
Engineering	03/20/2023	POD23001 POD to be installed outside District Flats from 3/28/23-3/31/23	Portable Moving and Storage Container	Mayhew POD	17401 133RD AVE B	CBD	Austin Mayhew
Building	03/21/2023	MEC23068 ac add	Residential Mechanical	SUH MECH	15012 125TH PL	R-6	Lynai Clark
Building	03/21/2023	COB23010 Building #2, NMFR, 6-unit, townhome building.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13300 NE 175TH ST	CBD	Bryan Hampson
Building	03/21/2023	COB23011 Building #3, NMFR, 8-unit, townhome building.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13300 NE 175TH ST	CBD	Bryan Hampson
Building	03/21/2023	COB23012 Building #4, NMFR, 9-unit, townhome building.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13300 NE 175TH ST	CBD	Bryan Hampson
Building	03/21/2023	COB23013 Building #5, NMFR, 5-unit, townhome building.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13300 NE 175TH ST	CBD	Bryan Hampson
Building	03/21/2023	COB23014 Building #6, NMFR, 6-unit, townhome building.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13300 NE 175TH ST	CBD	Bryan Hampson
Building	03/21/2023	COB23015 Building #7, NMFR, 8-unit, townhome building.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13300 NE 175TH ST	CBD	Bryan Hampson

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	03/21/2023	COB23016 Building #8, NMFR, 4-unit, townhome building.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13300 NE 175TH ST	CBD	Bryan Hampson
Building	03/21/2023	COB23017 Building #9, NMFR, 5-unit, townhome building.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13300 NE 175TH ST	CBD	Bryan Hampson
Building	03/21/2023	COB23018 Building #10, NMFR, 6-unit, townhome building.	Multi-Family New - Combo	Schoolhouse District Ph II, Eastrail Apartments	13300 NE 175TH ST	CBD	Bryan Hampson
Engineering	03/21/2023	SDL23004 New canopy over existing paved area	Site Development	Waste Management Canopy Addition	14020 NE 190TH ST	I	Martin Reimers
Engineering	03/21/2023	ROW23038 WOODINVILLE PERMIT NEEDED FOR PARKING IN THE ROW. CREW TO REMOVE OH SERVICE FROM SPAN POLE. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	14701 148TH AVE NE 101157306	14525 148TH AVE 111	TB	Nicole Stadler
Fire	03/21/2023	FIR23023 Modifying existing coverage to accommodate walls and ceilings.	Fire Sprinkler System	FedEx T.I.	13620 NE 175TH ST 114	CBD	Benjamin Remick
Building	03/22/2023	PLM23017 6FT TRENCH AND 8FT TRENCH BOTH 3 FT DEEP INSTALLING 2 FLOOR SINKS.	Commercial Plumbing	BONANZA PULL TABS	19860 141ST PL	I	Beth Betzvog
Building	03/22/2023	SIG23009 we are excited to be in the Woodin creek village community. We went several rounds of review with the owners of Woodin Creek to finally get approval on our sign design for our Acai and Poke restaurant. Please see attached rendering for review and approval.	Commercial Sign	Store front Sign for Island Blends Acai and poke	13550 NE VILLAGE SQU	CBD	
Planning	03/22/2023	TRE23017 REmoval of a 150" big-leaf maple that has been dumping big branches on this property and my neighbor's	Tree Removal	Maple removal	17830 151ST WAY		Barbara Karsch

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	03/23/2023	BLD23042 Replacing the deck attached to our house which is in need of repair and modernization.	Residential Deck	Deck Replacement	16418 NE 197TH PL	R-1	Brendan Duncombe
Building	03/24/2023	BLD23043 This is a tenant change only, no construction or change of use occurred. This space was previously permitted as a winery, and will continue to be used as a winery with the new tenants.	Commercial Miscellaneous	Sightglass Cellars	18808 142ND AVE	I	Sean Boyd

## ***New Permits Submitted in the Week Ending: 3/31/2023***

<b>Type</b>	<b>Date</b>	<b>Permit and Desc</b>	<b>Sub Type</b>	<b>Project</b>	<b>Location</b>	<b>Zone</b>	<b>Applicant</b>
Fire	03/28/2023	FIR23024 Service to Add (4) Sprinkler Heads	Fire Sprinkler System	Delille Cellars	14300 NE 145TH ST	I	Shelley Friedman
Engineering	03/30/2023	SDL21004.R01 Design change which shifts the storm conveyance line out into the street, relocates the CB at the curb return at 145th, and uses a shallow inlet at the south end of the run, where it is close to the water main, but still clear of it.	Field Change - Engineering	Woodinville Townhomes	14312 132ND AVE	R-4	
Engineering	03/27/2023	SDL23005 The applicant is seeking to perform annual sediment removal within an existing instream sedimentation pond to maintain the stream channel and prevent flooding on the property.	Site Development	Chateau Ste. Michelle Winery Sediment Removal	14100 NE 145TH ST		
Planning	03/27/2023	TRE23018 Hescott Tree Removal, Removing 2 trees from property.	Tree Removal	Hescott Tree Removal	19203 148TH AVE	R-1	Chris Hescott
Engineering	03/28/2023	ROW23039 EMERGENCY WORK COMPLETED ON 3/13/23. CREW EXCAVATED TO REPLACE B/O POLE. OLD POLE TOPPED. PERMIT NEEDED FOR WORK ALREADY COMPLETED & SO THAT CREW CAN RETURN TO REMOVE OLD TOPPED POLE ONCE COMMS HAVE BEEN TRANSFERRED. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	14623 NE WOODINVILLE DUVALL RD 101159320	18415 146TH AVE	R-6	Nicole Stadler

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Engineering	03/28/2023	ROW23040 CREW TO PARK IN ROW TO INSTALL CONDUIT IN CUSTOMER PROVIDED TRENCH. CREW WILL RETURN ONCE CUSTOMER HAS BACKFILLED TO PULL UNDERGROUND CONDUITS BETWEEN JUNCTION VAULT & TEMPORARY TRANSFORMER. CUSTOMER TO PROVIDE ALL TRENCHING & RESTORATION. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	PARCEL 9518200030 LOT 3, NE 145TH ST. 105102286	14481 WOODINVILLE RE	TB	Nicole Stadler
Engineering	03/28/2023	ROW23041 CREW TO PARK IN THE ROW TO REMOVE UG CABLES/VAULTS, INSTALL CONDUITS IN CUSTOMER PROVIDED TRENCHES & TO PULL UG CABLES BETWEEN VAULTS. CUSTOMER TO PROVIDE ALL TRENCHING & RESTORATION. (1): 1'X200' HARD SURFACE CUT ANTICIPATED - THIS IS PROVIDED BY THE CUSTOMER NOT OUR CREW. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	13811 NE 175TH ST 101153519	13811 NE 175TH ST	CBD	Nicole Stadler
Planning	03/28/2023	TRE23019 Removal of a Douglas Fir, 31" diameter.	Tree Removal	Tree Removal	18541 148TH AVE	R-6	ACCARDI MICHAEL
Engineering	03/29/2023	ROW23042 CREW TO CUT & CAP 5/8" PE GAS SERVICE @ THE MAIN & CUT & CAP 3/4" STW @ THE MAIN. WORK AREA LOCATED @ APPROX. 20' NCL OF NE 195TH ST & FROM 265' TO 275' WCL OF WOODINVILLE SNOHOMISH RD NE. (2): 3'X5' HARD SURFACE CUTS ANTICIPATED. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	13820 NE 195TH ST 108643003	13820 NE 195TH ST	GB	Nicole Stadler



Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Engineering	03/30/2023	ROW23043 Formalize a driveway access from 124th ave ne onto the parcel 0926059124. Note that this is south of the address input, because this parcel does not yet have an address.	Right of Way Permit	Turner 124 Driveway	12455 NE 173RD PL		Jason Michael Turn
Planning	03/30/2023	CAE23001 Critical Area Exception: For the construction of a public road known as 139th ave NE in a wetland buffer and a critical area alteration which includes wetland buffer averaging, the construction of two road crossings, a pedestrian crossing, trails and other alterations in a stream and wetland buffer.	Critical Area Exception	The Gardens District		CBD	Jason Hendeerson
Planning	03/30/2023	HOP23011 Provide individual and couple mental health counseling. All sessions are provided through telehealth at the above address.	Home Based Business	Healing with Therapy	20108 137TH AVE	R-6	Bahareh Yazdi
Planning	03/30/2023	SEP23002 Non-project action related to amending Chapter 21.37 of the Woodinville Municipal Code to revise minimum off-street parking requirements; amend parking reduction provisions; and amend other related provisions for off-street parking.	SEPA Application	Code Amendment:Chapter 21.37			Robert Grumbach
Planning	03/30/2023	HOP23012 Business Coaching Services	Home Based Business	Goudy Consulting, LLC	13590 NE 202ND ST	R-6	Richard Goudy
Building	03/31/2023	MEC23073 Remove existing gas fireplace, install new gas fireplace.	Residential Mechanical	Phuretip Fireplace Project	13611 NE 146TH LN	R-4	Ryan Parnell

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	03/30/2023	BLD23046 Construct new triplex townhome residential/multifamily structure, 3 stories wood frame construction. Harvest lot 8.	Multi-Family New	River Run Townhomes - building 13	148th PL		Travis McDanold
Building	03/30/2023	MEC23072 furnace and heat pump install	Residential Mechanical	Quigley	19615 130TH PL	R-6	Hannah Hardwick
Building	03/30/2023	BLD23045 Addition of an elevated concert viewing platform at the existing Chateau Ste. Michelle performance venue, and associated paving work.	Commercial Deck	Skybox Platform Addition	14111 NE 145TH ST	R-4	Jordan Zlotoff
Building	03/28/2023	SIG23011 INSTALL 2 WALL SIGNS, NON-ILLUMINATED	Commercial Sign	STONEWAY ELECTRIC SUPPLY	18800 WOODINVILLE SN	GB	Duane Steig
Building	03/28/2023	BLD22142.R01 FIELD CHANGE TO REDUCE OVERALL SCOPE OF BLD22142, INCLUDING BUT NOT LIMITED TO: REMOVAL OF SHOP-1, NO INSTALLATION OF VARIOUS EQUIPMENT, NOT CREATING NEW STAIRS FROM MEZZANINE TO SHOP FLOOR AND MAINTAINING EXISTING STAIRS.	Field Change	TITAN II	14101 NE 186TH ST	Suit I	
Building	03/28/2023	MEC23071 add a ductless heat pump	Residential Mechanical	Jackson	12936 NE 149TH ST		Lucinda Honeycutt
Building	03/28/2023	SIG23010 Custom LED sign featuring 11 channel letters (16" tall) spelling CLUB PILATES and one (1) logo box with HP vinyl graphics for client symbol, all mounted on a painted raceway. UL listed. Overall size 14 feet by 2 feet.	Commercial Sign	Club Pilates	14039 NE WOODINVILLE	CBD	Kim Thomas

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	03/27/2023	MEC23070 Install a Mr Cool DIY Mini Split HVAC system - one condensor outside and 3 air handlers inside. Air handlers to be installed in Family Room and two bedrooms - all located near air handler location outside.	Residential Mechanical	HVAC Installation	12800 NE 149TH ST	R-6	Spencer Lin
Building	03/27/2023	BLD23044 we are removing existing comp shingle and replacing with new comp shingle	Residential Roof	Christine Meyer	15005 NE 201ST ST	R-1	Jacob Smith
Building	03/27/2023	MEC23069 replace gas furnace, install AC	Residential Mechanical	Miura Residence	14740 NE 177TH ST	R-6	GREENWOOD HE
Administration	03/30/2023	PRE23008 There currently is a single family residence, a 2 bay detached shop, and 2 sheds: We would demo all of these and propose to build a new SFR with ADU	Pre-Application Meeting	Hunter Run	19220 168th AVE	R-1	Troy Anderson

## ***New Permits Submitted in the Week Ending: 4/7/2023***

<b>Type</b>	<b>Date</b>	<b>Permit and Desc</b>	<b>Sub Type</b>	<b>Project</b>	<b>Location</b>	<b>Zone</b>	<b>Applicant</b>
Building	04/03/2023	BLD23047 NO CHANGE OF USE. change of ownership from current owner of the ups store to new owner (Varinderjeet Singh ) (ATOZSHIPPING INC).	Change of Use	A TO Z SHIPPING INC: Occupancy name change	14241 NE WOODINVILLE	CBD	VARINDERJEET S
Building	04/03/2023	MEC23074 Tankless gas water heater install and gas piping	Residential Mechanical	Calderwood	12522 NE 164TH ST	R-6	Diarra Diop
Building	04/03/2023	PLM23018 Tankless gas water heater install and gas piping	Residential Plumbing	Calderwood	12522 NE 164TH ST	R-6	Diarra Diop
Building	04/04/2023	MEC23075 Installation of Standby Generator. Trying to proceed with install next Wed, 4/12/23.	Residential Mechanical	Soumya Panda Ranjan	16019 124TH CT		Samantha Ibarra
Planning	04/04/2023	TRE23020 Removing 3 trees from a residential property	Tree Removal	Shelley Towers Tree removal	16229 NE WOODINVILLE	R-1	Shelley Towers
Planning	04/04/2023	EVE23009 Recreational bicycle ride that passes through Woodinville on NE 175th St. Date is Sat. Aug. 26 Time is 7 am to 10 am. Expect 700 riders.	Special Event Permit	Ride From Seattle to Vancouver, BC and Party (RSVP)	13210 NE 175TH ST	CBD	
Building	04/05/2023	MEC23076 add ac to existing hvac system	Residential Mechanical	Singh	12407 NE 150TH ST	R-6	Lucinda Honeycutt
Building	04/05/2023	MEC23077 Add ac to existing hvac system	Residential Mechanical	Wang	15128 126TH AVE	R-6	Lucinda Honeycutt

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Engineering	04/05/2023	ROW23044 CREW TO REMOVE AMR NETWORK DEVICE ON EXISTING POLE GRID (227059-167822). NON-DISTURBANCE WORK TO BE COMPLETED IN APPROX. (1) HOUR. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	14701 148TH AVE NE 10881680 (11930823)	14525 148TH AVE 111	TB	Nicole Stadler
Engineering	04/05/2023	ROW23045 OUR CREW TO SETUP TRUCK @ P01 FOR OH SYSTEM MODIFICATION. CUSTOMER TO TRENCH APPROX. 40' NORTH FROM POINT A TO B TO INSTALL CONDUIT. (1): 2'X5' HARD SURFACE CUT & (1): 2'X35' SOFT SURFACE CUT ANTICIPATED. PLEASE NOTE - THE CUSTOMER IS PROVIDING ALL THE TRENCHING AND RESTORATION. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	18727 160TH AVE NE 101155813	18727 160TH AVE	R-1	Nicole Stadler
Engineering	04/05/2023	ROW23046 AT TWIN, CREW TO CUT & CAP FOR DECOUPLE. AT 2" PE IP GAS MAIN, CREW TO INSTALL 20' OF 1 1/8" PE SCAT STUB & 80' OF 1 1/8" PE SCAT EXT. WORK AREA LOCATED @ APPROX. FROM 315' TO 419' WCL OF 159TH AVE NE & FROM 10' TO 30' SCL OF NE 178TH PL. (1): 3'X5' SOFT SURFACE CUT & (1): 3'X5' HARD SURFACE CUT ANTICIPATED. PLEASE SEE ATTACHED SITE PLAN & TCP.	Right of Way Permit	15817 NE 178TH PL 109149315	15817 NE 178TH PL	R-1	Nicole Stadler
Engineering	04/05/2023	SDL23006 The proposed project will replace the existing stop controlled intersection of NE 145th Street and SR202 with an improved roundabout which includes both roadway and storm drainage improvements.	Site Development	SR202/145th Roundabout	SR202/145th Roundabou		

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Fire	04/05/2023	FIR23025 SINGLE FAMILY NEW CONSRTUCTION FIRE SUPPRESSION	Fire Suppression System	DGR16010	16010 NE 175TH ST	R-1	TAWNYA GILL
Planning	04/05/2023	MSP20001.A02 Updated designs to sign at Redhook Site	Amendment	HOLLYWOOD STATION	14300 NE 145TH ST	I	MIKE SPEAR
Building	04/06/2023	MEC22249.R01 Changing the location of the generator.	Field Change	ATC 310599 - Generator Addition	17030 WOODINVILLE RE I		Julia Crocker
Fire	04/06/2023	FIR23026 Replace existing obsolete mechanical control head, manual pull station, and agent cylinder.	Fire Sprinkler System	Maryhill Winery Sprinkler modification	14810 NE 145TH ST	TB	Collyn Scott
Building	04/07/2023	MEC23078 Replacing two furnaces and adding an Air Conditioner	Residential Mechanical	Fu	15640 NE 191ST ST	R-1	Diarra Diop
Building	04/07/2023	PLM22072.R01 Scope of owner changes include: New 1500 gallon Grease Interceptor, added a janitor's closet with a mop sink, and the owner asked us to reverse the men's and women's restroom, but the # of fixtures and relative location of restroom fixtures are the same as before.	Field Change	Existing McDonald's Restaurant	17223 140TH AVE	CBD	
Building	04/07/2023	BLD23048 Shell and Core of wood framed building #5 and adjacent courtyard spaces	Commercial New	Harvest Lot 3 Building 5	148th PL	TBD	Karina Ogomori
Fire	04/07/2023	FIR23027 Replace 24 sprinkler heads.	Fire Sprinkler System	Club Pilates TI	14039 NE WOODINVILLE	CBD	Jodi Joanis
Fire	04/07/2023	FIR23028 Modify the existing overhead system around new machinery and update to current water supply conditions.	Fire Sprinkler System	Waste Management- overhead modifications	14020 NE 190TH ST	I	Nikki J Rodewald



Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Planning	04/07/2023	HOP23013 Farming and organizer	Home Based Business	Aash Farms LLC	13203 NE 190TH PL	R-6	Aashay Savla

## *New Permits Submitted in the Week Ending: 4/14/2023*

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Fire	04/13/2023	FIR23032 RELOCATE AND ADD ADDITIONAL FIRE DEVICES	Fire Alarm System	SSLK ENTERPRISES	14101 NE 186TH ST A	I	Dianna Williams
Engineering	04/13/2023	ROW23049 Construction of a traffic signal at the intersection of 132nd Ave NE/NE 143rd Street, minor reconstruction of curb radii on northwest and southwest to include ADA ramps.	Right of Way Permit	Wine Village/Off-site Intersection Work			
Engineering	04/13/2023	ROW23048 Potholing existing utilities for future retail residential building	Right of Way Permit	Garden District	13625 NE 175TH ST	CBD	
Planning	04/11/2023	EVE23010 7/7/23 5K Run - Start/Finish at WoodinCreek Village, Accssing Samammish River Trail through Woodin Creek Park.  7/12, 7/19, 7/26, 8/23 CONCERTS WITH BANDS ON STAGE, WINE/BEER GARDEN, FOOD VENDORS  8/12 Festival on 131st Ave NE, De Young Park for Basset Bash and 175th Street for Parade	Special Event Permit	CELEBRATE WOODINVILLE 2023	17301 131ST AVE	P	Jeanie Rash
Fire	04/11/2023	FIR23031 FIRE ALARM PANEL REPLACEMENT	Fire Alarm System	BENSUSSEN DEUTSCH	15525 WOODINVILLE RE I		
Fire	04/11/2023	FIR23030 Maxwell Chamber Tenant Improvement to the existing Fire Alarm installation.  South Portion of building	Fire Alarm System	Kymeta Building - Maxwell Chamber T.I.	14120 NE 200TH ST	I	Jared Markewicz

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	04/11/2023	BLD23051 TENANT IMPROVEMENT FOR OVERHEAD COILING FIRE DOOR WITHIN EXISTING FIRE WALL.  CONSIDERED BOTH NORTH AND SOUTH PORTION.	Commercial TI	Kymeta Phase 4	14120 NE 200TH ST	I	Brian Trapp
Building	04/11/2023	BLD23050 TENANT IMPROVEMENT FOR CONSTRUCTION OF ONE SITE-BUILT PREFABRICATED TESTING CHAMBER (NAMED "MAXWELL")  LOCATED IN SOUTH PORTION	Commercial TI	Kymeta Phase 3	14120 NE 200TH ST	I	Brian Trapp
Building	04/11/2023	BLD22145.R01 TENANT IMPROVEMENT FOR CONSTRUCTION OF ONE SITE-BUILT PREFABRICATED TESTING CHAMBER (NAMED "ENTERPRISE")	Field Change	Kymeta Phase 2 Chambers	14120 NE 200TH ST	I	Brian Trapp
Building	04/11/2023	BLD23049 Change of ownership only for new tasting room. No change of use or construction occurring.	Commercial Miscellaneous	Glacier View Cellars	19255 WOODINVILLE SN	GB	Stephanie Jones
Building	04/11/2023	MEC23088 REMOVE/REPLACE GAS WATER HEATER	Residential Mechanical	FANNING	15815 NE 180TH PL	R-1	JASON HANLEYBR
Building	04/11/2023	MEC23087 REMOVE/REPLACE GAS WATER HEATER	Residential Mechanical	BALDWIN	20130 164TH AVE	R-1	JASON HANLEYBR
Building	04/11/2023	MEC23086 REMOVE/REPLACE GAS WATER HEATER	Multi-Family Mechanical	BAIER	15415 135TH PL 29C		JASON HANLEYBR
Building	04/11/2023	MEC23085 REMOVE/REPLACE GAS WATER HEATER	Multi-Family Mechanical	GILBERT	15514 133RD PL 14B	R-4	JASON HANLEYBR
Building	04/11/2023	MEC23084 REMOVE/REPLACE GAS WATER HEATER	Residential Mechanical	RUDD	13011 NE 196TH PL	R-6	JASON HANLEYBR

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	04/11/2023	MEC23083 REMOVE/REPLACE GAS WATER HEATER	Multi-Family Mechanical	ANDRIYCHENKO	13223 NE 154TH DR 5B		JASON HANLEYBR
Building	04/11/2023	MEC23082 REMOVE/REPLACE GAS WATER HEATER	Multi-Family Mechanical	THOMAS	15548 135TH PL 40A	R-4	JASON HANLEYBR
Building	04/11/2023	PLM23021 REMOVE/REPLACE ELECTRIC WATER HEATER	Residential Plumbing	WATSON	14200 NE 171ST ST C10		JASON HANLEYBR
Building	04/11/2023	MEC23081 REMOVE/REPLACE GAS WATER HEATER	Residential Mechanical	NOWAK	18404 148TH AVE	R-6	JASON HANLEYBR
Building	04/11/2023	MEC23080 central heat pump	Multi-Family Mechanical	heat pump	14520 NE 174TH ST	R-6	
Building	04/11/2023	PLM23020 Plumbing rough in and fixtures for tasting area, restrooms and kitchen.	Commercial Plumbing	Mark Ryan Tasting Room	14200 NE 145th ST D		GREG SMALLING
Fire	04/10/2023	FIR23029 Replace existing obsolete mechanical control head, manual pull station, and agent cylinder.	Fire Suppression System	Maryhill Winery Hood Suppression	14810 NE 145TH ST	TB	Collyn Scott
Engineering	04/10/2023	ROW23047 Proposed project is to pothole existing utilities in the right-of-way.	Right of Way Permit	Woodinville Estates	15724 124TH AVE	R-6	Robert Fitzmaurice
Building	04/10/2023	MEC23079 Replacement of like for like furnace in the garage	Multi-Family Mechanical	mechanical - Lau	15404 134TH PL 27B		Renee V
Building	04/10/2023	PLM23019 ADD (1) HOSE BIBB, (1) HAND SINK W/POINT OF USE WATER HEATER, (1) FLOOR DRAIN, (1) HUB DRAIN, (1) TRAP PRIMER AND SEVERAL COMPRESSED AIR CONNECTION POINTS TO EXISTING SYSTEM.	Commercial Plumbing	TITAN II -PHASE 2	14101 NE 186TH ST	I	MacDonald Miller

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	04/14/2023	COB23021 Exterior work - New ADA ramp at parking, new awnings, new LED lighting Interior work – Full Remodel, Update to Brand Standards, new millwork, update restroom to ADA, new offices, new LED lighting throughout, new illuminated exit signs, all new HVAC to showroom, (2) large fans in shop, remove existing gas heater and replace with radiant heater, add exhaust for pressure washer	Commercial TI - Combo	Sunbelt remodel	19265 WOODINVILLE SN	GB	Diana Steelquist
Building	04/14/2023	MEC23093 REMOVE/REPLACE TANKLESS GAS WATER HEATER	Residential Mechanical	REICH	15218 NE 173RD ST	R-1	JASON HANLEYBR
Building	04/14/2023	PLM23022 REMOVE/REPLACE ELECTRIC WATER HEATER	Residential Plumbing	BENNETT	18545 132ND PL	R-6	JASON HANLEYBR
Building	04/14/2023	BLD23053 8.4 kW grid tied roof mounted solar system.	Residential New	Nechifor Solar Project	20454 132ND AVE	R-6	Cole Anderson

Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	04/13/2023	COB23020 SCOPE OF WORK INCLUDES CONSTRUCTION OF A PARITAL HEIGHT AREA WALL WITHIN THE SUITE 102 (WHICH IS WITH AN OVERALL M OCC. BUILDING AND FULLY SPRINKLERED SPACE . THIS PROVIDES AN ADJACENT FLEXIBLE USE SPACE FOR THE TENANT FOR GROUP FUNCTIONS. THIS SPACE WILL FUNCTION AS AN A2 OR AN M OCCUPANCY. EXISTING LIGHTS AND CEILING GRID TO REMAIN AT THIS TIME. THE ELECTRICIAN WILL PROVIDE SWITCHING CHANGES WHERE REQUIRED, IN THE OPEN TASTING ROOM A NEW TASTING BAR WILL BE PROVIDED BY RELOCATION FROM THE EX. POSITION. ALL OTHER SPACES WILL BE ESSENTIALLY MAINTAINED AS THEIR CURRENT USES AND CONFIGURATIONS WITH ONLY FINISH AND FURNITURE CHANGES.	Mixed Use TI - Combo	Darby Winery Relocation	14450 WOODINVILLE RE	TB	Vicki Somppi
Building	04/13/2023	COB23019 Several non structural walls will be removed, a new non structural wall will be added, the fridge water line will be moved, a heat register will be moved, and the sink & hood will not intentionally move. The hood CFM will be 390 or less.	Residential TI - Combo	Hoey Kitchen Renovation	15517 133RD PL 12A		Zach Freimark
Building	04/13/2023	MEC23092 Replacement of furnace in garage, replacement of water heater in the garage and installation of heat pump on exterior of home.	Residential Mechanical	mechanical - Steven Nguyen	18224 146TH AVE	R-6	Renee V
Building	04/12/2023	SIG23012 install one non- illuminated wall sign for Long Shadows	Commercial Sign	Long Shadows	14200 NE 145th ST C		Shawn Bowen



Type	Date	Permit and Desc	Sub Type	Project	Location	Zone	Applicant
Building	04/12/2023	BLD23052 Change of business owner only to create a CO. No construction or change of use.	Commercial Miscellaneous	Picket Fence Art Studio	14700 148TH AVE	TB	Jamie Lightfoot
Building	04/12/2023	MEC23089 add ac to existing hvac system	Residential Mechanical	Erickson	14901 127TH AVE	R-6	Lucinda Honeycutt
Building	04/12/2023	MEC23090 add ac to existing hvac system	Residential Mechanical	Lei	15015 126TH AVE	R-6	Lucinda Honeycutt
Building	04/12/2023	MEC23091 like for like furnace replacement and add ac to hvac system	Residential Mechanical	Bruckner	19127 136TH AVE	R-6	Lucinda Honeycutt
Planning	04/13/2023	HOP23014 Sail boat leasing	Home Based Business	P and P Sailing, LLC	16822 126TH AVE	R-6	Christian and Philip
Planning	04/13/2023	HOP23015 Online Coaching	Home Based Business	Integrity Ventures LLC	13232 NE 193RD PL	R-6	Regina Gerbeaux
Engineering	04/14/2023	ROW23050 Comcast JB-1406253: Access existing vaults / proof existing conduit and pull new fiber 730' along 135th Ave NE and NE 175th St to address 13625 NE 175TH ST WOODINVILLE WA 98072. No disturbance of surface	Right of Way Permit	1406253 - Molbak's Home and Garden	13625 NE 175TH ST	CBD	



**To:** Honorable City Council  
**By:** Development Services Department  
**Subject:** March 2023 Monthly Development Services Report

**Date:** April 18, 2023

**ISSUE:** This report provides a summary of the permitting activity and department highlights for the month of March 2023 and a comparison with totals for the month of March 2022.

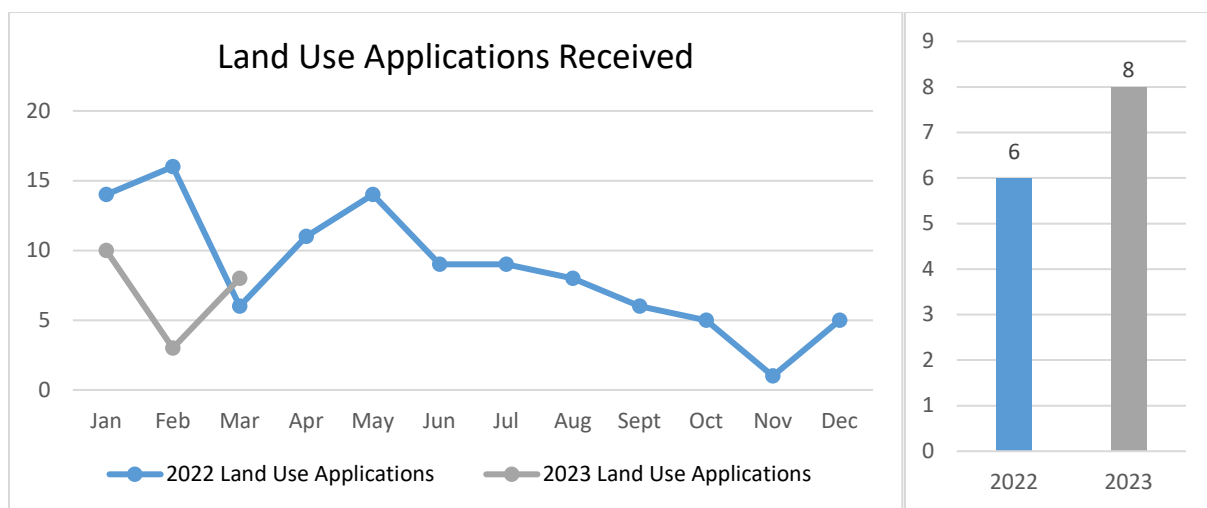
#### PERMITTING ACTIVITY:

##### Applications received March 1 through March 31:

#### LAND USE APPLICATIONS RECEIVED:

Permit Type	Total
Conditional Use/ Special Use/ Temp Use Permits	0
Land Use Approval/ Design Review	0
Shoreline Permits	0
Subdivision/ Short Subdivision/ Boundary Line Adjustments	1
Variance	0
Critical Areas	0
SEPA	0
Home Business	7
Wireless	0
<b>Total</b>	<b>8</b>

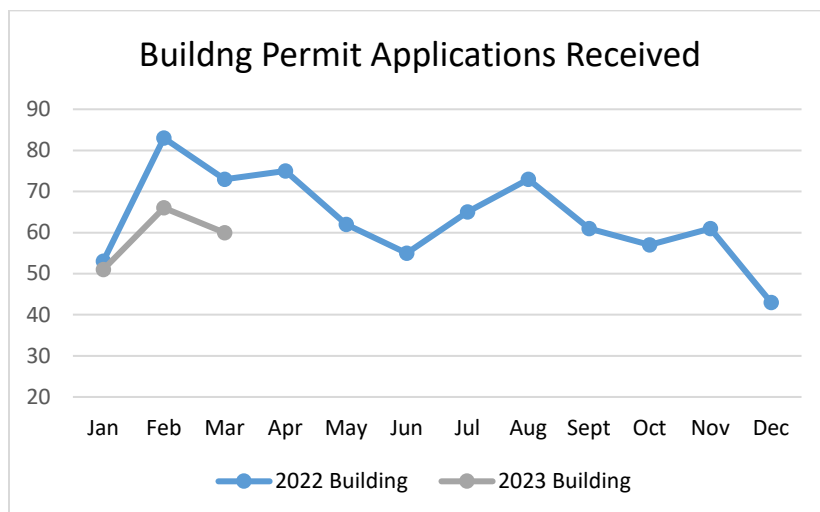
#### MONTHLY COMPARISON TRENDS:



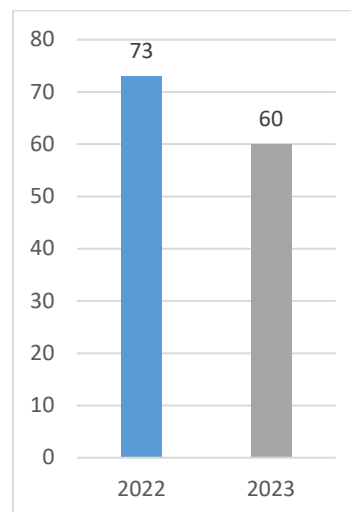
## BUILDING PERMIT APPLICATIONS RECEIVED:

Permit Type	Total
Building/ Combination	21
Mechanical/ Plumbing/ Fire/ Demo	34
Signs	5
<b>Total</b>	<b>60</b>

## MONTHLY COMPARISON TRENDS:



## Total (March)

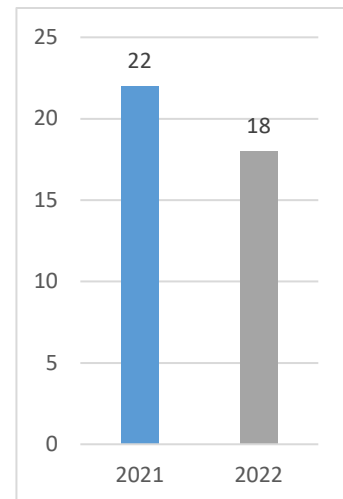
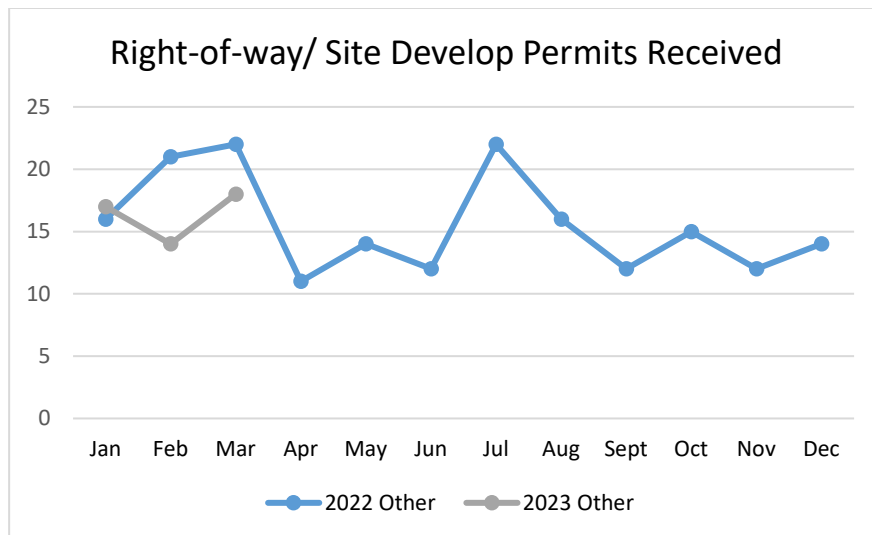


## OTHER CONSTRUCTION PERMITS RECEIVED:

Permit Type	Total
Site Development/ Grading	3
Right-of-way permits	15
<b>Total</b>	<b>18</b>

## MONTHLY COMPARISON TRENDS:

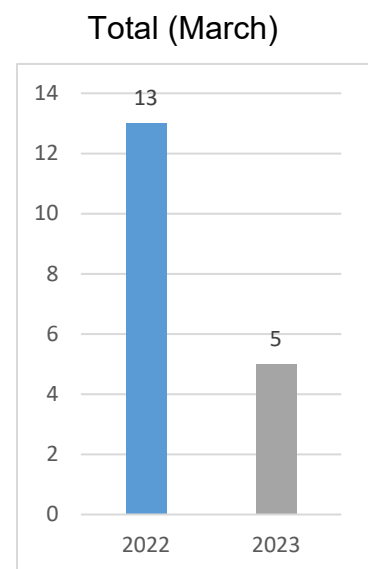
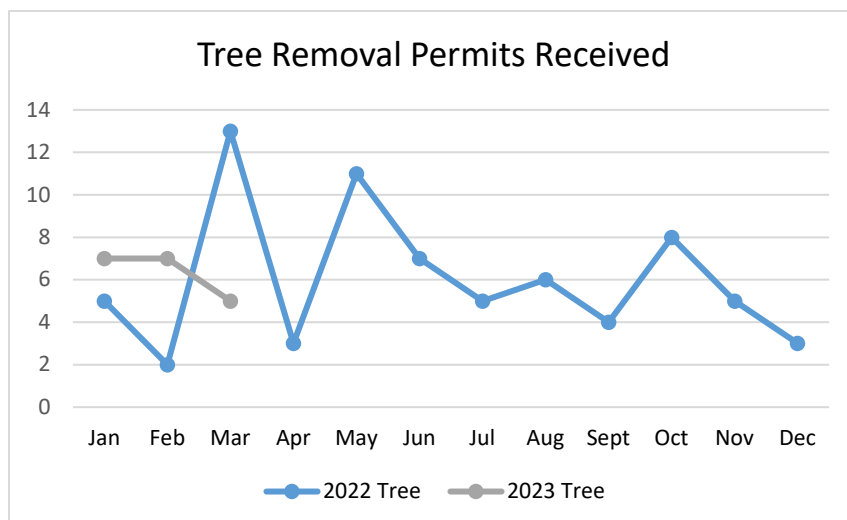
## Total (March)



#### TREE PERMIT APPLICATIONS RECEIVED:

Permit Type	Total
Tree Removal	5
<b>Total</b>	<b>5</b>

#### MONTHLY COMPARISON TRENDS:



### Decisions/ Permits Issued (March 1 through March 31)

#### LAND USE DECISIONS ISSUED:

Permit Type	Total
Conditional Use/ Special Use Permits	0
Land Use Approval/ Design Review	2
Shoreline Permits	0
Preliminary Subdivision/ Short Subdivision/ Boundary Line Adjustments	0
Final Subdivision/ Short Subdivision	0
Variance	0
Critical Areas	0
SEPA determination	0
Home Business	7
Wireless	0
<b>Total</b>	<b>9</b>

#### BUILDING PERMITS ISSUED:

Permit Type	Total
Building/ Combination	13
Mechanical/ Plumbing/ Fire/ Demo	28
Signs	2
<b>Total</b>	<b>43</b>

#### OTHER CONSTRUCTION PERMITS ISSUED:

Permit Type	Total
Site Development/ Grading	0
Right-of-way permits	13
<b>Total</b>	<b>13</b>

#### TREE REMOVAL PERMITS ISSUED:

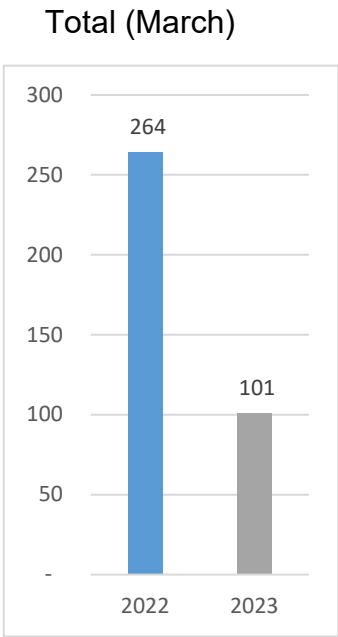
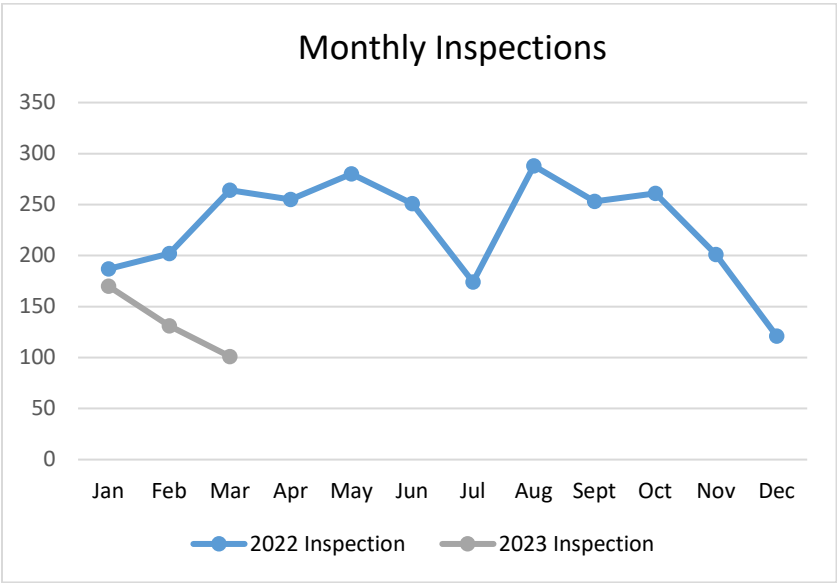
Permit Type	Total
Tree Removal	5
<b>Total</b>	<b>5</b>

#### OTHER INDICATORS: (March 1 through March 31)

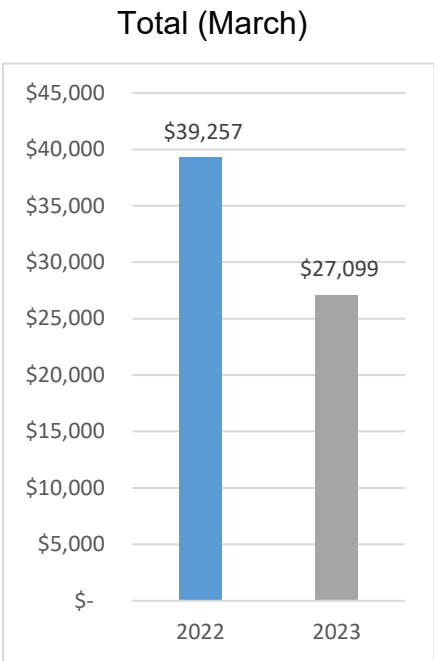
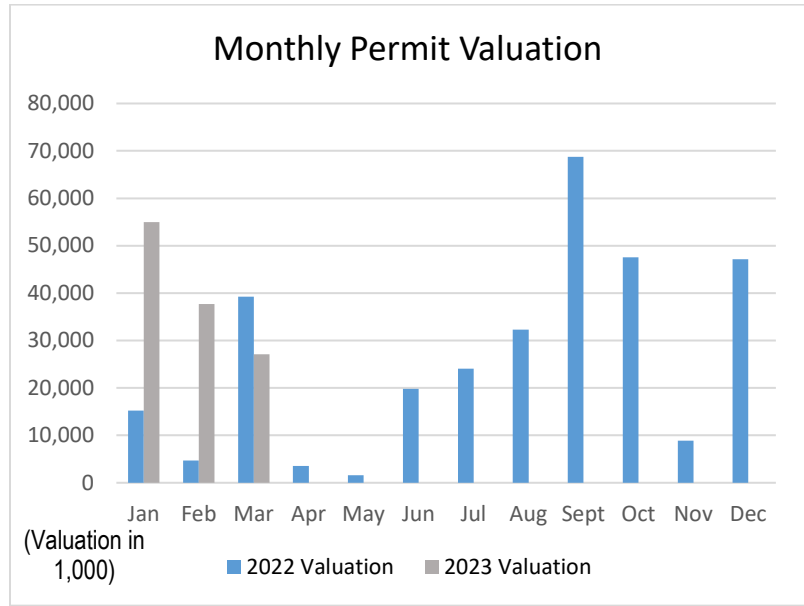
Indicators	Total
Building Inspections	49
Building Permit Valuation	\$27,099,490
Temporary Sign Enforcement	28

MONTHLY COMPARISON TRENDS:

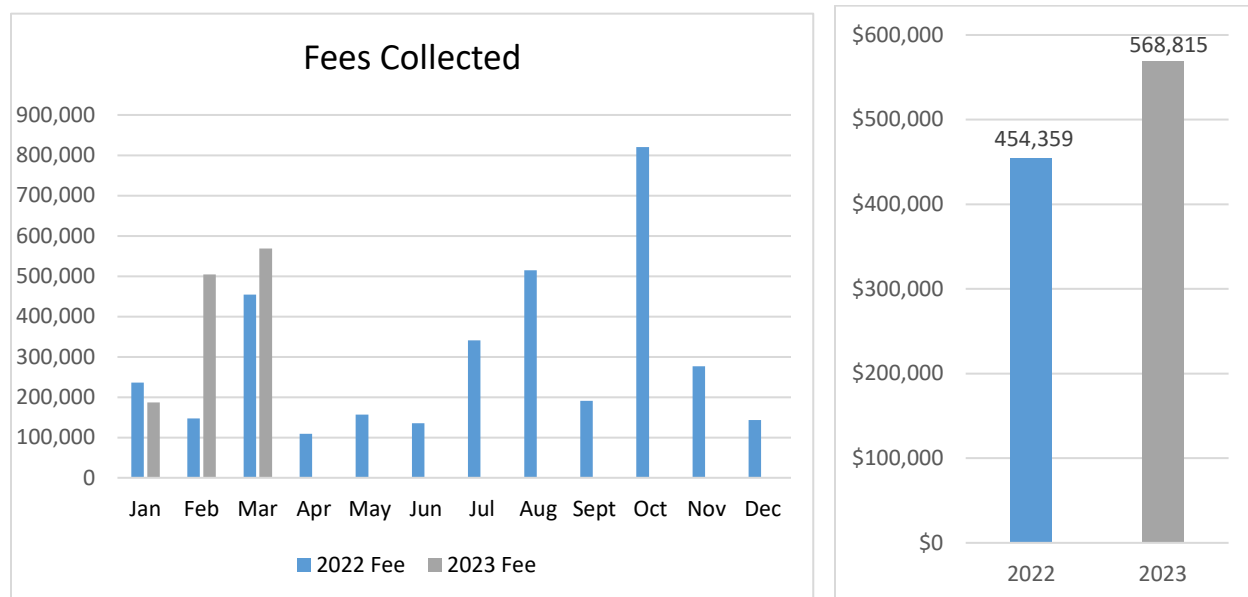
TOTAL INSPECTIONS:



BUILDING PERMIT VALUATION:



## FEE COLLECTION:



## OTHER ITEMS OF INTEREST:

- A. Project Status. The following is a short summary of the status of some of the larger projects currently moving through the permitting process.

**Note:** Maps of the project site locations are not available as the City currently does not have staffing available to update these maps.

- Gardens District (13625 NE 175<sup>th</sup> Street):** A new five-phase mixed-use development with Phase One having approximately 220 residential units and over 150,000 square feet of retail, including the relocation of Molbak's Garden and Home Store, with below grade parking. A development agreement has been submitted for this project, along with applications for SEPA, site plan review and design review, which are all under review. Additionally, site development and building permits have been submitted and are under review. The notice of application was published on March 10 beginning a 30-day comment period on the SEPA for all five phases of the project and Site Plan Review and Design Review for Phase 1 of the project. Below are the two large project notice signs, one is along NE 175<sup>th</sup> Street and the other is along NE 171<sup>st</sup> Street.





2. **Woodin Creek Village (17300 135<sup>th</sup> Avenue NE):** The Amended Development Agreement was approved by the City Council on April 4, 2023.

The following is an up-to-date status on construction of the development:

Phase 1: Complete. This phase included 237 residential units.

Phase 2: Complete. This phase of the project includes 313 residential units and about 55,000 square feet of commercial and office space.

Phase 3: This phase of the project includes 228 residential units. All three buildings have TCO and are occupied.

Note: The Woodin Creek Village is required to dedicate 135<sup>th</sup> Avenue NE and pedestrian easements to the City. The documents for these dedications were recently signed and are awaiting recording.

Phase 4 and 5: Land use, design review and building permit applications have been received for Phases 4 and 5. Phase 4 consists of 61 units and 2,400 square feet of commercial space and Phase 5 consists of 81 units. No commercial is proposed for Phase 5. Site Development and building permits are nearing approval and construction permits have been submitted and are under review for the extension of NE 173<sup>rd</sup> Street and 138<sup>th</sup> Avenue NE, including a bridge over Woodin Creek.

3. **Woodinville Townhomes (14312 132<sup>nd</sup> Avenue NE):** The project includes constructing 87 townhome style dwelling units and seven detached single-family dwelling units. The site work is underway, and the applicant is preparing to submit construction permits for the townhomes.
4. **Woodinville Wine Village now known as Harvest (14450 Woodinville-Redmond Rd NE):** The site development permit for the roadwork construction has been issued and work along SR 202 is occurring. A temporary parking lot has been constructed and is open to the public. Note that City staff is regularly hosting a coordination meeting with representatives from the various phases of the project.

The following proposed projects have been submitted for the project and are under Site Plan Review, design review or have construction permits in for review:

Lot 2: Site plan review and the design review for a 165-room hotel, which includes a large outdoor plaza, event spaces, a spa and a roof-top bar and viewing area have been approved. The building permit application is nearing approval and the site development permit is approved. The shoring permit has been issued for this site and this work is underway.

Lot 3: Site plan review for the core retail commercial development on the site has been approved, which includes six commercial buildings set on top of the 650-stall parking garage, with 126,300 square feet of commercial space and a large pedestrian plaza. Site Plan Review and Design Review have been approved. A site development permit and building permit for the garage are nearing approval and a shoring permit has also been issued this work is underway.

Lot 5: Site plan review for 15,000 square foot public park near the Sammamish River and proposed connection to the Sammamish River Trail is under review. Other than landscaping and minor park improvements, no other development is proposed on this lot.

Lot 6: Site plan review for a four-story mixed-use building with 64-dwelling units, 10,000 square feet of commercial space and structured parking adjacent to the existing Villa townhome development has been approved. A site development permit has also been submitted and is under review.

Lot 8: Site plan review and design review for a 32-unit townhome project is under review. A site development permit and building permits for two buildings have also been submitted and are under review. The project was reviewed by the Design Review Committee on March 22, 2023 to review a request for sidewalk width departure.

Lot 9-11: Site plan and design review for a 45-unit townhome development known as Vineyard Creek Townhomes is under review. The project was reviewed by the Design Review Committee on March 22, 2023, to review a request for sidewalk width departure. A site development permit and building permits for the different models have also been submitted and are under review.

Lots 12-16: Site plan and design review for three mixed use buildings on top of two parking garages. The two garages are separated by an access road. They estimate about 19,500 gross square feet of commercial use that will include restaurants, wine tasting, office, and retail and 230 residential units on 2.87 acres. Additionally, the site development permit and building permits for the parking garage and buildings are under review. The Design Review Committee reviewed departure requests on February 22, 2023. The site plan review approval is nearing completion.

5. **522 Innovation Center (18501 139th Avenue NE):** This project involves the construction of a two-story 168,000 square foot shell building with surface parking on approximately 14 acres of vacant land in the GB zone. Future uses and tenants are unknown at this time. The applicant has submitted applications for site plan review, critical area determination, a shoreline substantial development permit and a critical area alteration. They have also submitted a Flood Improvement Permit, Site Development and Building permits.
6. **Aegis Living (16816 & 16818 140<sup>th</sup> Avenue NE):** Aegis Living has submitted a site plan and design review applications for a new multi-story building with 65 assisted living units

and 28 memory care units, with structured below grade parking. Existing buildings to be demolished. No access to 140th Court NE is proposed. Site plan review, design review and SEPA are all under review.

7. **Courtyard Marriott (17220 127<sup>th</sup> Avenue NE):** This project is moving forward and has submitted building permits to construction a five story 108-unit hotel with below grade parking. The hotel is proposing to use an automated mechanical parking system for some of its parking needs. The site development permit has been under review and is making progress for the associated site work and frontage improvements. The neighborhood has reached out to the City and a meeting will be held prior to construction starting to hear concerns and mitigate construction impacts where possible.
8. **Schoolhouse District Phase II & III (13400 NE 175<sup>th</sup> Street):** This project includes a multi-story mixed use building along NE 175<sup>th</sup> Street with 12,000 square feet of commercial space and 12,000 square feet of daycare space, 203 residential units, and partially underground parking. Additionally, the project includes 63 townhome units on the northern portion of the site along Woodinville-Snohomish Road. The project includes the construction of a new portion of 133<sup>rd</sup> Avenue NE between NE 175<sup>th</sup> Street to Woodinville-Snohomish Road. The development agreement has been approved and the site plan and design review have been issued. Additionally, the site development and building permits for the mixed-use structure have been approved and issued although some field changes are needed before they can start frontage improvements.
9. **Floor and Decor (19545 Woodinville Snohomish Road):** Proposal to construct a new 74,332 square foot single story retail building for Floor & Décor with associated parking and drive aisles, sidewalk and pedestrian spaces, and landscaping. Site Plan Review, Design Review and SEPA applications have been submitted for review.
10. **Meraki Apartments (located at the corner of NE 172<sup>nd</sup> Place):** The applicant met with staff to share potential significant changes to their project. They informed us that the cost of structured parking had risen such that the scope of the project may have to be scaled back to make the financial numbers work. However, at this time the applicant has not provided enough information to determine what the scope of changes might include.
11. **Jacksons Food Store (13106 NE 175<sup>th</sup> ST):** The applicant submitted land use permits to relocate the gasoline service station to the north end of the property and the convenience store to the intersection and to allow a remote car wash structure along the east line. The existing Goodwill drop-off location will be removed as part of this approval. The project is currently under review.
12. **Woodinville Estates (15724 124<sup>th</sup> Avenue):** This is a 13-lot subdivision which combines two existing lots located in the R-6 zone off 124<sup>th</sup> Avenue NE. The preliminary plat has been approved with conditions. The site development permit has been submitted and is under review.
13. **Shasta Ridge (20028 130<sup>th</sup> Avenue NE):** This project proposes to subdivide a 3-acre R-6 residential property into 14 single-family lots. The preliminary plat has been approved and the site development permit is under review.

MARCH PLANNING COMMISSION RECAP: The Planning Commission held their regular meeting on March 22, 2023.

- *Climate Action Plan Project Overview and Update – Discussion*

The City's consultant provided an overview of the Climate Action Plan process and timeline. A Climate Action plan is an action item that came out of the City's five-year Strategic Plan. A grant from the Department of Commerce was obtained from the City with a deadline for the plan of June 30, 2023. Additionally, the Comprehensive Plan update requires the City to address climate change, which can be done throughout the document or in a standalone chapter. The Planning Commission expressed concerns about the accelerated timeline for this plan and the fact that a climate vulnerability assessment is not in the scope of work for this project. Specifically, Commissioner Meza would like to see metrics around access to social services, vulnerable groups and where they live, and what the economic impact of climate change on these groups is. Chair Stadler expressed concerns regarding the timeline and lack of guidance from Commerce.

- *2023 Annual Docket of Comprehensive Plan Amendments – Continued Discussion*

Staff provided a brief overview of the request for a Future Land Use Map amendment from Low Density Residential to Central Business District designation. When the City incorporated, the site was originally split into two lots. In 1999, a lot line adjustment was recorded that moved the CBD property boundary to incorporate the current R-4 portion of the lot. The Commission asked questions regarding the appropriateness of the requested rezone from a relatively low-density residential use to a more intensive commercial zone, including available water and sewer. The Planning Commission asked staff to bring the item back for a hearing in two months to provide time for them to consider the requested amendment.

- *Signage Code Update – Discussion*

The Planning Commission received a staff presentation introducing the update to the signage code. Through court cases, it has become clear that cities can regulate signs, but those regulations need to be content neutral, which the current code is not. Additionally, staff has identified a few areas of the sign code that need clarification or should be modified to allow for some of the types of signs that are appropriate, but currently not permitted. The Planning Commissioners asked some clarifying questions regarding the current sign code, specifically regarding the requirements around temporary signage and the allowances around this. Some of the issues that were pointed out regarding temporary signs are enforcement issues. Staff will continue to work on the proposed updates and bring them back to the Commission for further review.

Item No.	Reporting Item	YTD	From 03/01/2023 to 03/31/2023
----------	----------------	-----	-------------------------------

## **1.0 Land Use Permits**

**1.10 Land Use Permit Application** 8

1.13 Home Businesses 7

1.17 Subdivisions and Boundary Line Adjustments 1

**1.20 Land Use Permit Approvals** 9

1.23 Home Businesses 7

1.24 Land Use Approvals and Design Reviews 2

## **2.0 Construction Permits**

**2.10 Construction Permit Applications** 84

2.11 Building, Combination 21

2.12 Fire, Mechanical, Plumbing, Demolition, Tanks 34

2.13 Right-of-Way 15

2.14 Permanent Signs 5

2.15 Temporary Signs 1

2.16 Site Development/Grading 3

2.17 Tree Removal 5

**2.20 Construction Permits Issued** 63

2.21 Building, Combination 13

2.22 Fire, Mechanical, Plumbing, Demolition, Tanks 28

2.23 Right-of-Way 13

2.24 Permanent Signs 2

2.25 Temporary Signs 1

2.27 Tree Removal 5

**2.30 Construction Permits Finaled** 12

2.31 Building, Combination 2

2.32 Fire, Mechanical, Plumbing, Demolition, Tanks 9

2.36 Site Development/Grading 1

## **3.0 Inspections**

3.10 Building Inspections (NOT SIGN PERMITS) 49

3.11 Fire Operational 20

3.12 Right-of-Way 6

3.13 Sign (SIGN PERMITS) 1

3.14 Site Development/Grading 21

3.15 Tree Removal 4

**TOTALS 101**

## **4.0 Fees**

4.10 Total Fees Collected \$594,271.68

4.10. *Impact Fees SubTotal* \$25,456.20

4.10. *Permit Fees SubTotal* \$568,815.48

4.13 Building Permit Valuation - All Projects \$27,099,490.06

## **5.0 Other Permitting Indicators**

5.10 Pre-Application Meetings 1

5.15 Tenant Improvements Issued 6

## **6.0 Code Enforcement**

6.10 Cases Opened

6.11 Cases Closed

6.12 Code Violations Resolved

## **7.0 Long Range Planning**

7.10 Major Plan Updates 1

7.11 Comp Plan Amendments 0

7.12 Development Reg Amendments 0

