King County

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

Committee of the Whole

Councilmembers: Kathy Lambert, Chair; Rod Dembowski, Vice Chair; Claudia Balducci, Reagan Dunn, Larry Gossett, Jeanne Kohl-Welles, Joe McDermott, Dave Upthegrove, Pete von Reichbauer

Staff: Patrick Hamacher, Lead Staff (206-477-0880)
Marka Steadman, Committee Assistant (206-477-0887)

9:30 AM | **Monday, October 17, 2016** | **Room 1001**

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

To show a PDF of the written materials for an agenda item, click on the agenda item below.

1. Call to Order

2. Roll Call

3. Approval of Minutes

October 3, 2016 meeting pp. 5-8

4. Special Item:

Proclaiming October as Filipino American History Month

Councilmember Gossett

Discussion and Possible Action

5. Proposed Ordinance No. 2016-0500 pp. 9-174 (Approx. 15 min.)

AN ORDINANCE amending Ordinance 18141, adopted by the council on October 26, 2015, which authorized the issuance and sale of junior lien sewer revenue bonds in the aggregate principal amount of $100,000,000, for the purpose of removing the time restriction on remarketing those bonds; and amending Ordinance 18141, Section 22.

Sponsors: Ms. Lambert

Patrick Hamacher, Director of Legislative Analysis

Sign language and communication material in alternate formats can be arranged given sufficient notice (296-1000).
TDD Number 296-1024.
ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.

6. Proposed Motion No. 2016-0501 pp. 9-174

A MOTION authorizing the execution and delivery of a continuing covenant agreement in connection with the remarketing of the county's Junior Lien Sewer Revenue Bonds, 2015 Series A and B, in the aggregate principal amount of $100,000,000, establishing certain terms of those bonds, all in accordance with Ordinance 18141, as amended by Ordinance _____; and rescinding Motion 14459.

Sponsors: Ms. Lambert

Patrick Hamacher, Director of Legislative Analysis

Briefing

7. Briefing No. 2016-B0157 pp. 175-248 (Approx. 15 min.)

King County Library System

Mary Bourguignon, Council staff
Gary Wasdin, Director, King County Library System
Rob Spitzer, President, King County Library System Board of Trustees

Discussion and Possible Action

8. Proposed Ordinance No. 2016-0400 pp. 249-434 (Approx. 30 min.)

AN ORDINANCE relating to roads and bridges; amending Ordinance 665, Section 1, as amended, and K.C.C. 14.04.010, Ordinance 665, Section 7, and K.C.C. 14.04.070, Resolution 25878 and K.C.C. 14.12.010, Resolution 27219 and K.C.C. 14.12.020, Ordinance 11426, Section 1, and K.C.C. 14.16.010, Ordinance 11426, Section 3, and K.C.C. 14.16.015, Ordinance 5701, Section 3, and K.C.C. 14.16.020, Ordinance 5701, Section 18, as amended, and K.C.C. 14.16.170, Ordinance 336, (part), as amended, and K.C.C. 14.20.020, Ordinance 15753, Section 1, as amended, and K.C.C. 14.42.005, Ordinance 11187, Section 1, as amended, and K.C.C. 14.42.010, Ordinance 8041, Section 4, as amended, and K.C.C. 14.42.030, Ordinance 8041, Section 5, as amended, and K.C.C. 14.42.040, Ordinance 8041, Section 7, as amended, and K.C.C. 14.42.060, Ordinance 15753, Section 10, and K.C.C. 14.42.075, Ordinance 1503, Section 1, as amended, and K.C.C. 14.48.010, Ordinance 1503, Section 2, as amended, and K.C.C. 14.48.020, Ordinance1503, Section 4, as amended, and K.C.C. 14.48.040, Ordinance 3027, Section 2, as amended, and K.C.C. 14.52.020, Ordinance 32027, Section 4, and K.C.C. 14.52.040, Ordinance 3027, Section 7, and K.C.C. 14.52.070, Ordinance 13019, Section 1 (part), and K.C.C. 14.85.010, Ordinance 13019, Section 1 (part), as amended, and K.C.C. 14.85.020, Ordinance 11617, Section 57, and K.C.C. 14.80.010, Ordinance 11617, Section 60, and K.C.C. 14.80.030, Ordinance 11617, Section 61, and K.C.C. 14.80.040, Ordinance 11617, Section 62, and K.C.C. 14.80.050, Ordinance 11617, Section 63, and K.C.C. 14.80.060, Ordinance 13019, Section 1 (part), and K.C.C. 14.85.010, Ordinance 13019, Section 1 (part), as amended, and K.C.C. 14.85.020, Ordinance 129, Section 1, as amended, and K.C.C. 14.40.010, Ordinance 129, Section 1 (part), as amended, and K.C.C. 14.40.015 and Ordinance 2759, Section 2, as amended, and K.C.C. 14.40.020, repealing Ordinance 665, Section 2, and K.C.C. 14.04.020, Ordinance 665, Section 3, and K.C.C. 14.04.030, Ordinance 665, Section 4, and K.C.C. 14.04.040, Ordinance 665, Section 5, as amended, and K.C.C. 14.04.050, Ordinance 665, Section 6, and K.C.C. 14.04.060, Ordinance 665, Section 8, and K.C.C. 14.04.080, Ordinance 665, Section 9, and K.C.C.14.04.090, Ordinance 665, Section 10, and K.C.C. 14.04.100, Ordinance

5701, Section 4, and K.C.C. 14.16.030, Ordinance 5701, Section 5, as amended, and K.C.C. 14.16.040, Ordinance 16744, Section 2, and K.C.C. 14.16.089, Ordinance 5701, Section 11, as amended, and K.C.C. 14.16.100, Ordinance 1969, Section 1, as amended, and K.C.C. 14.20.010, Resolution 22903 (part), as amended, and K.C.C. 14.24.010, Resolution 22903 (part), as amended, and K.C.C. 14.24.020, Resolution 9793, Paragraph 1, and K.C.C. 14.32.010, Resolution 9793, Paragraph 2, and K.C.C. 14.32.020, Resolution 9793, Paragraph 3(a) and (b), and K.C.C. 14.32.030, Resolution 9793, Paragraph 3(c), and K.C.C. 14.32.040, Resolution 9793, Paragraph 3(d), and K.C.C. 14.32.050, Resolution 9793, Paragraph 3(e), and K.C.C. 14.32.060, Resolution 9793, Paragraph 3(f), and K.C.C. 14.32.070, Resolution 9793, Paragraph 3(g), and K.C.C. 14.32.080, Resolution 9793, Paragraph 4(a), and K.C.C. 14.32.090, Resolution 9793, Paragraph 4(c), and K.C.C. 14.32.100, Resolution 9793, Paragraph 4(d), and K.C.C. 14.32.110, Resolution 9793, Paragraph 4(e), and K.C.C. 14.32.120, Resolution 9793, Paragraph 4(f), and K.C.C. 14.32.130, Resolution 9793, Paragraph 5(a), and K.C.C. 14.32.140, Resolution 9793, Paragraph 5(b), and K.C.C. 14.32.150, Resolution 9793, Paragraph 5(c), and K.C.C. 14.32.160, Resolution 9793, Paragraph 5(d), and K.C.C. 14.32.170, Resolution 9793, Paragraph 6(a), and K.C.C. 14.32.180, Resolution 9793, Paragraph 6(b), and K.C.C. 14.32.190, Resolution 9793, Paragraph 7, and K.C.C. 14.32.200, Resolution 9793, Paragraph 9, and K.C.C. 14.32.210, Resolution 9793, part, as amended, and K.C.C. 14.32.220,Resolution 9793, Paragraph 10, and K.C.C. 14.32.230, Resolution 9793, Paragraph 11, and K.C.C. 14.32.240,Ordinance 10962, Sections 1 and 6, as amended, and K.C.C. 14.38.010, Ordinance 10962, Sections 2 and 5, as amended, and K.C.C. 14.38.020, Ordinance 14734, Section 3, and K.C.C. 14.38.025, Ordinance 10962, Sections 3 and 4, as amended, and K.C.C. 14.38.030, Ordinance 14734, Section 5, and K.C.C. 14.38.045, Ordinance 14734, Section 6, and K.C.C. 14.38.055, Ordinance 8041, Section 3, as amended, and K.C.C. 14.42.020, Ordinance 8041, Section 6, as amended, and K.C.C. 14.42.050, Ordinance 8041, Section 8, as amended, and K.C.C. 14.42.070, Ordinance 1503, Section 3, as amended, and K.C.C. 14.48.030, Ordinance 3027, Section 1, and K.C.C. 14.52.010, Ordinance 3027, Section 3, and K.C.C. 14.52.030, Ordinance 3027, Section 5, as amended, and K.C.C. 14.52.050, Ordinance 3027, Section 6, and K.C.C. 14.52.060, Ordinance 11617, Section 3, as amended, and K.C.C. 14.65.010, Ordinance 11617, Section 4, as amended, and K.C.C. 14.65.020, Ordinance 11617, Section 64, as amended, and K.C.C. 14.65.025, Ordinance 11617, Section 5, as amended, and K.C.C. 14.65.030, Ordinance 11617, Section 6, as amended, and K.C.C. 14.65.040, Ordinance 16744, Section 1, and K.C.C. 14.65.055, Ordinance 11617, Section 35, and K.C.C. 14.75.010, Ordinance 11617, Sections 36 through 41, and K.C.C. 14.75.020, Ordinance 11617, Section 42, and K.C.C. 14.75.030, Ordinance 11617, Section 43 and Attachment B, as amended, and K.C.C. 14.75.040, Ordinance 11617, Section 44, as amended, and K.C.C. 14.75.050, Ordinance 11617, Section 45, and K.C.C. 14.75.060, Ordinance 11617, Section 46, as amended, and K.C.C. 14.75.070, Ordinance 17190, Section 5, as amended, and K.C.C. 14.75.075, Ordinance 11617, Section 47, as amended, and K.C.C. 14.75.080, Ordinance 11617, Section 48, as amended, and K.C.C. 14.75.090, Ordinance 11617, Section 49, as amended, and K.C.C. 14.75.100, Ordinance 11617, Section 50, as amended, and K.C.C. 14.75.110, Ordinance 11617, Section 51, and K.C.C. 14.75.120, Ordinance 11617, Section 52, and K.C.C. 14.75.130, Ordinance 11617, Section 53, and K.C.C. 14.75.140, Ordinance 11617, Section 54, as amended, and K.C.C. 14.75.150, Ordinance 11617, Section 55, and K.C.C. 14.75.160, Ordinance 11617, Sections 58 and 59, and K.C.C. 14.80.020, Ordinance 13019, Section 1 (part), and K.C.C. 14.85.030 and Ordinance 13019, Section 1 (part), and K.C.C. 14.85.040, Ordinance 129, Section 3, as amended, and K.C.C. 14.40.030, Ordinance 129, Section 4, as amended, and K.C.C. 14.40.040, Ordinance 129, Section 5, as amended, and K.C.C. 14.40.050 and Ordinance 2759, Section 1, and K.C.C. 14.40.060, adding new sections to K.C.C. chapter 14.40 and adding a new chapter to K.C.C. Title 14.

Sponsors: Ms. Lambert

Lise Kaye, Council staff

9. Proposed Motion No. 2016-0411 pp. 435-448 (Approx. 15 min.)

A MOTION approving the Second Quarter 2016 Expenditures for Emergent Needs and Unanticipated Project Costs Summary Report prepared by the road services division in the department of transportation as required in the 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 53, Proviso P2.

Sponsors: Ms. Lambert

Lise Kaye, Council staff

10. Proposed Ordinance No. 2016-0401 pp. 449-472 (Approx. 15 min.)

AN ORDINANCE relating to commute trip reduction; amending Ordinance 10733, Section 1, as amended, and K.C.C. 14.60.010, Ordinance 10733, Section 2, as amended, and K.C.C. 14.60.020, Ordinance 10733, Section 3, as amended, and K.C.C. 14.60.030, Ordinance 10733, Section 4, as amended, and K.C.C. 14.60.040, Ordinance 10733, Section 5, as amended, and K.C.C. 14.60.050, Ordinance 10733, Section 6, as amended, and K.C.C. 14.60.060, Ordinance 10733, Section 6, as amended, and K.C.C. 14.60.070, Ordinance 10733, Section 8, as amended, and K.C.C. 14.60.080 and Ordinance 10733, Section 10, as amended, and K.C.C. 14.60.100, recodifying K.C.C. 14.60.010, K.C.C. 14.60.020, K.C.C. 14.60.030, K.C.C. 14.60.040, K.C.C. 14.60.050, K.C.C. 14.60.060, K.C.C. 14.60.070, K.C.C. 14.60.080, K.C.C. 14.60.100 and K.C.C. 28.94.110 and adding a new chapter to K.C.C. Title 28.

Sponsors: Ms. Lambert

Lise Kaye, Council staff

11. Proposed Ordinance No. 2016-0431 pp. 473-495 (Approx. 15 min.)

AN ORDINANCE establishing a task force on labor trafficking and economic exploitation and requiring a report with recommendations on the steps the county can take in addressing systematic issues related to labor trafficking and economic exploitation.

Sponsors: Ms. Kohl-Welles

Clifton Curry, Council staff

Other Business

Adjournment

King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Minutes

Committee of the Whole

Councilmembers: Kathy Lambert, Chair; Rod Dembowski, Vice Chair;
Claudia Balducci, Reagan Dunn, Larry Gossett, Jeanne Kohl-Welles, Joe McDermott,
Dave Upthegrove, Pete von Reichbauer

Staff: Patrick Hamacher, Lead Staff (206-477-0880)
Marka Steadman, Committee Assistant (206-477-0887)

9:30 AM | **Monday, October 3, 2016** | **Room 1001**

DRAFT MINUTES

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. Call to Order

The Metropolitan King County Council's Committee of the Whole was called to order by the Deputy Clerk of the Council at 9:30 a.m. The meeting was recessed until 10:00 a.m.

2. Roll Call

Present: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer

3. Approval of Minutes

Councilmember Dembowski moved approval of the September 21, 2016, meeting minutes. There being no objections, the minutes were approved.

Discussion and Possible Action

4. Proposed Ordinance No. 2016-0417

AN ORDINANCE relating to the sale of the Northshore public health clinic located at 10808 NE 145th Street, Bothell, Washington, in council district one.

Miranda Leskinen, Council staff, briefed the Committee and answered questions from the members. Patrick Hamacher, Director of Legislative Analysis, addressed the Committee.

This matter was Deferred

Briefing

5. Briefing No. 2016-B0186

Communicable Disease Update and Public Health Response

Katherine Cortes, Council staff, introduced the presenters. Patty Hayes, Director, Public Health Seattle-King County; Jeff Duchin, King County Health Officer; and Dennis Worsham, Director, Public Health Prevention Division; briefed the Committee and answered questions from the members. Dwight Dively, Director, Office of Performance, Strategy and Budget; addressed the Committee.

This matter was Presented

Discussion and Possible Action

6. Proposed Motion No. 2016-0473

A MOTION requesting that the executive transmit a plan for addressing major technology emergencies that might occur the in the office of emergency management, the department of natural resources and parks and the department of elections, and departments as requested by department directors.

Patrick Hamacher, Director of Policy Analysis, briefed the Committee. Bill Kehoe, Chief Information Officer, Department of Information Technology, answered questions from the members.

A motion was made by Councilmember Dembowski that this Motion be Recommended Do Pass. The motion carried by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer

Briefing

7. Briefing No. 2016-B0187

4Culture Update on 2017 Plans

Mary Bourguignon, Council staff, provided opening remarks. Jim Kelly, Executive Director, 4Culture; briefed the Committee and answered questions from the members.

This matter was Presented

Discussion and Possible Action

8. Proposed Ordinance No. 2016-0431

AN ORDINANCE establishing a task force on labor trafficking and economic exploitation and requiring a report with recommendations on the steps the county can take in addressing systematic issues related to labor trafficking and economic exploitation.

This matter was Deferred

Other Business

There was no other business to come before the Committee.

Adjournment

The meeting was adjourned at 11:55 a.m.

Approved this _____ day of _____.

_____

Clerk's Signature

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King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	5 & 6	**Name:**	Patrick Hamacher
Proposed No.:	2016-0500 2016-0501	**Date:**	October 17, 2016

SUBJECT

Proposed Ordinance 2016-0500 would authorize continuance of $100 million in variable rate Wastewater Treatment Division (WTD) debt. This program has been in place for several years and is set to expire at the end of the year unless continued.

Proposed Motion 2016-0501 would approve the sale of the $100 million in variable rate debt via a purchase contract between King County and State Street Bank. This bank was selected via a competitive process that involved nine different bids.

BACKGROUND

In 1995, the County authorized a 20-year, $100 million commercial paper program for WTD. Under the program, the County's Finance Director is authorized to issue $100 million of commercial paper—debt—on WTD's behalf, which is backed by sewer system revenues. The commercial paper program is a variable rate debt program wherein the interest rates for the commercial paper offered to investors reprices at set intervals. Under the terms of the program, commercial paper can be offered for a maximum of 270 days before repricing. The authorization for the original commercial paper program was set to expire at the end of 2015.

Last September, in recognition of the program that was set to expire, the Executive transmitted a renewal of the program to the County Council. During the analysis of that ordinance, it became known that the Executive was still unsure whether this type of program was something the County would continue for the long-term. As a result the County Council added an expiration date of December 31, 2016 so that the Executive could undertake a review to determine the long-term status of the program. That review has been undertaken by the County's financial advisor who has recommended continuance of the program. His analysis is included as Attachment 5 to this staff report.

ANALYSIS

The proposed ordinance would authorize the Finance Director to continue the issuance of $100 million in variable rate debt backed by sewer system revenues. The $100 million would remain junior to the senior fixed rate debt issued on WTD's behalf.

This proposed ordinance would not approve any additional funding or projects – it would merely authorize the Executive to raise the cash necessary to construct the projects previously approved by the County Council.

Executive staff estimate that the current interest rate offered on WTD's variable rate is approximately 1%. If the proposed ordinance is approved by Council, Executive staff anticipate issuing the one-year note at a comparable interest rate.

The financial policies for Wastewater include an expectation of a variable rate program (as it is used as an interest rate hedge) and set a policy limit of 20% of outstanding WTD debt. Including the $100 million contemplated by this ordinance, WTD would have about $500 million in variable rate debt. This is approximately 14% of the $3.6 billion in outstanding WTD debt.

Executive staff have requested that Council expedite consideration of this legislation in order to close by the end of November.

Proposed Motion 2016-0501 is a standard sale motion that would approve State Street Bank as the issuer of the variable rate bonds. This winning bid was selected through the work of the Finance and Business Operations Division and an analysis by the County's Financial Advisor (Attachment 6).

ATTACHMENTS

1. Proposed Ordinance 2016-0500
2. Proposed Motion 2016-0501
3. Transmittal Letter
4. Fiscal Note
5. Analysis from the County's Financial Advisor on VR Program
6. Analysis from the County's Financial Advisor on State Street Bank's proposal

INVITED

1. Ken Guy, Finance Director, FBOD
2. Nigel Lewis, Senior Debt Analyst, FBOD
3. Rob Shelley, Financial Advisor, Piper Jaffray

KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 14, 2016

Ordinance

Proposed No. 2016-0500.1 **Sponsors** Lambert

AN ORDINANCE amending Ordinance 18141, adopted by the council on October 26, 2015, which authorized the issuance and sale of junior lien sewer revenue bonds in the aggregate principal amount of $100,000,000, for the purpose of removing the time restriction on remarketing those bonds; and amending Ordinance 18141, Section 22.

PREAMBLE:

The county owns and operates facilities for the conveyance and treatment of sewage and control of combined sewer overflows that include wastewater treatment plants, interceptor and trunk sewers, pumping stations, regulator stations, outfall sewers, storm sewers to divert stormwater from sanitary sewers, lands for application of biosolids, property rights, and buildings and other structures and equipment (collectively "the System"), all in accordance with a comprehensive plan for metropolitan water pollution abatement under the authority of chapters 36.56 and 35.58 of the Revised Code of Washington ("RCW").

Long-term service agreements with participating municipalities and other entities ("the Participants") obligate the county to treat and dispose of sewage collected by the Participants. The Participants must pay the costs

of these services, including debt service on bonds payable from sewer revenues and other indebtedness payable from and secured by sewer revenues. Comparable rates and charges have been established for customers who deliver sewage to the System but are not subject to a contract with the county for this service.

In accordance with RCW 35.58.200(3), the county has declared that the health, safety and welfare of people within the metropolitan area require that certain Participants discharge sewage collected by those Participants into facilities of the System.

Pursuant to Ordinance 18141 ("the Original Ordinance"), the county has issued and sold its junior lien sewer revenue bonds in the aggregate principal amount of $100,000,000 ("the Bonds").

Pursuant to the Original Ordinance, the authority of the county to remarket the Bonds will terminate on December 31, 2016.

Pursuant to the Original Ordinance, the council may adopt an ordinance supplemental to the Original Ordinance which supplemental ordinance thereafter will become a part of the Original Ordinance, without the consent of Registered Owners (as defined in the Original Ordinance) of any of the Bonds, for any purpose, on any date all Bonds are subject to mandatory tender for purchase, after written notice of such amendment has been given by first class mail to each Registered Owner of the Bonds not less than 30 days prior to such purchase date.

The Bonds are subject to mandatory tender for purchase on November 16, 2016.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. **Definitions**. Capitalized terms used in this ordinance have the meaning given those terms in the Original Ordinance.

SECTION 2. **Findings**. The council finds that it is in the best interest of the county and the ratepayers of the System to amend the Original Ordinance to remove the time restriction on remarketing the Bonds.

SECTION 3. **Amendment of Original Ordinance**. Ordinance 18141, Section 22, is hereby amended to read as follows:

Sale and Remarketing of Bonds.

A. **Determination by Finance Director**. The Finance Director will determine, in consultation with the county's financial advisors, the principal amount of each series of the Bonds, whether each series of the Bonds will be structured as Tax Exempt Bonds, Tax-Benefited Bonds or otherwise, and whether each series of Bonds will be sold by negotiated sale or competitive bid and by current or future delivery. The Finance Director is authorized to designate any or all of the Bonds as "green bonds" or any similar designation indicating the purpose for which the proceeds of the Bonds are to be used. ((~~The authority to sell and the authority to remarket any of the Bonds authorized hereunder will terminate on December 31, 2016.~~))

B. **Satisfaction of Conditions**. The Finance Director will provide or cause to be provided by a Professional Utility Consultant any certifications required to satisfy the conditions established in the ordinances of the county for the issuance of the Bonds as Junior Lien Obligations. In the Sale Motion for each series of Bonds, the council will make findings regarding satisfaction of such conditions applicable to that series of Bonds.

C. **Procedure for Negotiated Sale**. If the Finance Director determines that any series of the Bonds will be sold by negotiated sale, the Finance Director will, in accordance with applicable county procurement procedures, solicit one or more underwriting firms or other financial institutions with which to negotiate the sale of the Bonds. Unless otherwise set forth pursuant to the Sale Motion, the purchase contract for each series of the Bonds will establish the year and series designation, date, principal amount, interest payment dates, interest rates, price, maturity schedule and redemption and bond insurance provisions of the Bonds. The purchase contract may not be executed and delivered unless and until the council by a Sale Motion approves the purchase contract and ratifies and confirms the terms for the series of Bonds established therein.

D. **Procedure for Sale by Competitive Bid**. If the Finance Director determines that any series of the Bonds will be sold by competitive bid, bids for the purchase of such Bonds will be received at such time or place and by such means as the Finance Director directs. The Finance Director is authorized to prepare an official notice of sale for such Bonds, establishing in such notice the year and series designation, date, principal amount, interest payment dates, maturity schedule and optional redemption and bond insurance provisions of the Bonds. The official notice of sale or an abridged form thereof may be published in such newspapers or financial journals as the county's financial advisors deem desirable or appropriate.

Upon the date and time established for the receipt of bids for a series of the Bonds, the Finance Director or his designee will review the bids, cause the bids to be mathematically verified and report to the council regarding the bids received. Such bids will then be considered and acted upon by the council in an open public meeting. The

council reserves the right to reject any and all bids for such Bonds. The council by a Sale Motion will approve the sale of such Bonds and ratify and confirm the year and series designation, date, principal amount, interest payment dates, interest rates, price, maturity schedule, redemption and bond insurance provisions and any other terms of such Bonds.

E. **Multimodal Bonds**. The Finance Director is authorized to determine that any series of the Bonds will be issued as multimodal bonds, with interest to be borne in a daily rate mode, weekly rate mode, index rate mode, flexible rate mode, term rate mode or fixed rate mode, payable on the dates and at the rates, subject to (i) a minimum rate, maximum rate, alternate rate and default rate, (ii) conversion between modes, (iii) optional and mandatory tender for purchase on dates and at prices and (iv) additional provisions relating to defaults and remedies, all as set forth pursuant to the Sale Motion. In connection with the remarketing of multimodal Bonds, the Finance Director is authorized, in his or her discretion and without further action by the council, (i) to issue requests for proposals for purchasers, remarketing agents, tender agents, paying agents, calculation agents and providers of Credit Enhancement and Liquidity Facilities and to execute and deliver agreements based on responses received to such requests, including continuing covenant or purchase agreements, remarketing agent agreements, tender agent agreements, paying agent agreements, calculation agent agreements, Credit Enhancement and extensions, replacements and terminations thereof, Liquidity Facilities and extensions, replacements and terminations thereof, reimbursement agreements and other agreements evidencing the county's obligations under any such agreements and any certifications or documentation in connection therewith, (ii) to remarket the Bonds pursuant to an official notice of remarketing and receipt of competitive bids, (iii) to

replace the Registrar or Securities Depository, (iv) to cause the interest rate mode of any series of the Bonds to be converted in accordance with the provisions set forth in the Sale Motion and (v) to establish such funds and accounts as are necessary and desirable in connection with such remarketing in such interest rate mode.

SECTION 4. **Original Ordinance Remains in Effect**. The Original Ordinance, as amended by this ordinance, is and remains in full force and effect.

SECTION 5. **Effective Date**. This ordinance takes effect November 16, 2016, in accordance with Article II of the King County Charter.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

J. Joseph McDermott, Chair

ATTEST:

_____

Melani Pedroza, Acting Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Dow Constantine, County Executive

Attachments: None

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KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 14, 2016

Motion

Proposed No. 2016-0501.1 **Sponsors** Lambert

A MOTION authorizing the execution and delivery of a continuing covenant agreement in connection with the remarketing of the county's Junior Lien Sewer Revenue Bonds, 2015 Series A and B, in the aggregate principal amount of $100,000,000, establishing certain terms of those bonds, all in accordance with Ordinance 18141, as amended by Ordinance _____; and rescinding Motion 14459.

WHEREAS, pursuant to Ordinance 18141, adopted by the council on October 26, 2015, the council authorized the issuance of its junior lien sewer revenue bonds in the aggregate principal amount of $100,000,000 ("the Bonds"), and

WHEREAS, pursuant to Motion 14459, passed by the council on November 16, 2015, the county authorized the sale of the Bonds to Morgan Stanley & Co. LLC, and

WHEREAS, pursuant to Ordinance _____, adopted by the council on _____, 2016, the council amended Ordinance 18141 to remove the time restriction on remarketing the Bonds, and

WHEREAS, the Bonds are subject to mandatory tender for purchase on November 16, 2016, and the council wishes to authorize the remarketing of the Bonds and the execution and delivery of a continuing covenant agreement with State Street Public Lending Corporation, and

WHEREAS, in accordance with Ordinance 18141, as amended by Ordinance _____, the council wishes to provide for certain terms of the Bonds, as set forth herein;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

A. **Definitions**. Capitalized words that are used in this motion but not defined in this motion have the meanings set forth in Ordinance 18141, as amended by Ordinance _____, for all purposes of this motion, unless some other meaning is plainly intended. The words and terms defined in the preamble to this motion, as used in this motion, have the meanings assigned such terms in the preamble to this motion, for all purposes of this motion, unless some other meaning is plainly intended. The following words and terms as used in this motion have the following meanings for all purposes of this motion, unless some other meaning is plainly intended.

"Alternate Index" means, on any Computation Date, the interest rate specified as such in the Alternate Index Rate Certificate.

"Alternate Index Rate" means an interest rate determined on each Computation Date equal to the sum of (1) the product of the Alternate Index multiplied by the Applicable Factor plus; (2) the Applicable Spread.

"Alternate Index Rate Certificate" means a certificate of the Finance Director, executed not less than five days prior to the first day of each Alternate Index Rate Period,

that includes the information specified by Section C.9. of this motion to be included therein.

"Alternate Index Rate Conversion Date" means (1) the date (other than the Closing Date) on which interest on a series of the Bonds begins to accrue at the Alternate Index Rate; or (2) the date on which the then-current Alternate Index Rate Period is converted to a new Alternate Index Rate Period.

"Alternate Index Rate Period" means each period from and including an Alternate Index Rate Conversion Date to but excluding the earlier of (1) the succeeding Purchase Date; and (2) the Maturity Date.

"Alternate Index Reset Date" means the date specified as such in the Alternate Index Rate Certificate.

"Applicable Factor" means, during each LIBOR Index Rate Period or Alternate Index Rate Period, the percentage designated in writing by the county as the Applicable Factor for the LIBOR Index Rate Period or Alternate Index Rate Period, as applicable.

"Applicable Spread" means, during each Index Floating Rate Period, the number of basis points determined by the Remarketing Agent on or prior to the first day of the Index Floating Rate Period (or by the Underwriter on or prior to the Closing Date) that when added to (1) the SIFMA Index, (2) the product of the LIBOR Index multiplied by the Applicable Factor or (3) the product of the Alternate Index multiplied by the Applicable Factor, as applicable, would equal the minimum interest rate per annum that would enable the Index Floating Rate Bonds to be sold on that date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

"Authorized Denomination" means (1) for each Daily Rate Bond and Weekly Rate Bond, $100,000 or any integral multiple of $5,000 in excess of $100,000; (2) for each Index Floating Rate Bond, Long-Term Rate Bond and Fixed Rate Bond, $5,000 or any integral multiple of $5,000; (3) for each Direct Purchase Rate Bond, the denomination specified in the Direct Purchase Agreement; and (4) for each Short-Term Rate Bond, $100,000 or any integral multiple of $1,000 in excess of $100,000.

"Bank Bond" means a Bond that is required to be purchased by the Tender Agent with amounts requested by the Tender Agent and paid or provided by the Liquidity Provider under the Liquidity Facility relating to the Bond, unless and until the Bond ceases to be a Bank Bond.

"Bank Rate" means the interest rate borne by a Bank Bond, as specified or determined in accordance with the Liquidity Facility and any Liquidity Facility Agreement relating to the Bank Bond.

"Bond Counsel" means a firm of lawyers nationally recognized as bond counsel and retained by the county.

"Business Day" means each day other than a day (1) on which banks in Seattle, Washington, or New York, New York are closed; (2) on which the Registrar is closed; (3) on which the office of the Credit Provider, if any, or the Liquidity Provider, if any, where draws for the Bonds are to be presented, is closed; (4) on which the New York Stock Exchange is closed; or (5) with, respect to a Direct Purchase Rate Bond, not specified as such in the Direct Purchase Agreement.

"Calculation Agent" for one or more series of the Bonds means the Registrar or such other calculation agent appointed by the Finance Director.

"Closing Date" means, for a series of the Bonds, the date of delivery of the Bonds to the Underwriter.

"Computation Date" means (1) during each LIBOR Index Rate Period, the second London banking day preceding (A) the LIBOR Index Rate Conversion Date; and (B) each LIBOR Index Reset Date thereafter; (2) during each SIFMA Index Rate Period, each Wednesday, or if any Wednesday is not a Business Day, the succeeding Business Day; and (3) during each Alternate Index Rate Period, each date specified as such in the Alternate Index Rate Certificate.

"Conversion" means a conversion of a series of the Bonds from one Interest Rate Mode to another Interest Rate Mode, including a conversion of the then-current Index Floating Rate Period to a new Index Floating Rate Period and a conversion of the then-current Direct Purchase Rate Period to a new Direct Purchase Rate Period, but not an extension of an existing Direct Purchase Rate Period.

"Conversion Date" means, for a series of Bonds, a Daily Rate Conversion Date, a Weekly Rate Conversion Date, a LIBOR Index Rate Conversion Date, a SIFMA Index Rate Conversion Date, an Alternate Index Rate Conversion Date, a Direct Purchase Rate Conversion Date, a Short-Term Rate Conversion Date, a Long-Term Rate Conversion Date or the Fixed Rate Conversion Date.

"County Elective Purchase Date" means (1) for each Daily Rate Bond or Weekly Rate Bond, any Business Day designated by the county with the consent of the Liquidity Provider, if any; (2) for each Index Floating Rate Bond, any Par Call Date designated by the county; and (3) for each Direct Purchase Rate Bond, any Business Day designated as

such in the Direct Purchase Agreement or any day designated as such by the county with the consent of the Direct Purchaser.

"Credit Facility Agreement" means, with respect to a Credit Enhancement then in effect, the separate agreement, if any, under and pursuant to which the Credit Enhancement is issued.

"Credit Facility Date" means the date on which a Credit Enhancement is accepted by the Registrar and becomes effective, but does not include the date of any renewal or extension of the expiration date of a Credit Enhancement then in effect.

"Credit Provider Failure" means the dissolution, cessation of operations, bankruptcy or seizure of operations by a regulatory agency of a Credit Provider or the failure of a Credit Provider to honor a conforming draw on a Credit Enhancement.

"Daily Interest Period" means each period during which a particular Daily Rate is in effect.

"Daily Rate" means an interest rate determined on each Business Day as provided in Section C.5. of this motion.

"Daily Rate Bond" means a Bond that bears interest at a Daily Rate.

"Daily Rate Conversion Date" means the date (other than the Closing Date) on which interest on a series of the Bonds begins to accrue at a Daily Rate.

"Daily Rate Period" means each period during which a series of the Bonds are Daily Rate Bonds.

"Delayed Remarketing Period" means, for a series of Index Floating Rate Bonds, the period beginning on a Purchase Date on which the Purchase Price for all of the Index Floating Rate Bonds is not available or any of the other conditions to Conversion were

not satisfied and ending on the earlier of (1) the Business Day that is one Business Day after the Business Day the Remarketing Agent provides notice to the county and the Registrar that all of the Index Floating Rate Bonds can be remarketed; and (2) the Conversion Date on which the county converts the Index Floating Rate Bonds to another Interest Rate Mode.

"Delayed Remarketing Rate" means an interest rate equal to nine percent (9%) per annum.

"Direct Purchase Agreement" means, initially, the continuing covenant agreement substantially in the form attached as Attachment A to this motion, and after any subsequent Direct Purchase Rate Conversion Date, with respect to each Direct Purchase Rate Bond, the agreement with the Direct Purchaser of the Direct Purchase Rate Bond that provides for the terms and conditions upon which the Direct Purchaser purchases the Direct Purchase Rate Bond.

"Direct Purchase Interest Period" means each period, if any, specified in the Direct Purchase Agreement during which a particular Direct Purchase Rate is in effect.

"Direct Purchase Rate" means an interest rate designated as such and determined in accordance with the Direct Purchase Agreement.

"Direct Purchase Rate Bond" means a Bond that bears interest at a Direct Purchase Rate.

"Direct Purchase Rate Conversion Date" means the date (other than the Closing Date) on which interest on a series of the Bonds begins to accrue at a Direct Purchase Rate.

"Direct Purchase Rate Period" means each period specified as such in the Direct Purchase Agreement during which a series of the Bonds are Direct Purchase Rate Bonds.

"Direct Purchaser" means, initially, State Street Public Lending Corporation, and after any subsequent Direct Purchase Rate Conversion Date, each direct purchaser of one or more series of the Bonds that, on the date of purchase, expresses an intent to hold those Bonds for investment purposes and not for resale.

"Expiration Date" means the earlier of the Stated Expiration Date or any date on which a Credit Enhancement or Liquidity Facility expires in accordance with its terms, other than any date that is also a Conversion Date or a Termination Date.

"Federal Funds Rate" means, for any day, the interest rate equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on that day, as published by the Federal Reserve Bank of New York on the Business Day succeeding that day; provided, that if that day is not a Business Day, then the Federal Funds Rate for that day shall be the rate on such transactions on the preceding Business Day, as so published on the Business Day succeeding that day.

"Fixed Interest Period" means each period during which a particular Fixed Rate is in effect with respect to a particular Fixed Rate Bond.

"Fixed Rate" means, for a particular Bond, the interest rate determined as provided in Section D.2. of this motion.

"Fixed Rate Bond" means a Bond that bears interest at a Fixed Rate.

"Fixed Rate Conversion Date" means the date on which interest on a series of the Bonds begins to accrue at a Fixed Rate.

"Index Floating Rate" means the LIBOR Index Rate, the SIFMA Index Rate or the Alternate Index Rate.

"Index Floating Rate Bond" means a Bond that bears interest at an Index Floating Rate.

"Index Floating Rate Conversion Date" means a LIBOR Index Rate Conversion Date, a SIFMA Index Rate Conversion Date or an Alternate Index Rate Conversion Date.

"Index Floating Rate Period" means a LIBOR Index Rate Period, a SIFMA Index Rate Period or an Alternate Index Rate Period.

"Initial Period" means, for a series of the Bonds, the period commencing on the Closing Date and ending on the earlier of (1) the succeeding Conversion Date; and (2) the Maturity Date.

"Interest Payment Date" means;

A. for each Daily Rate Bond and Weekly Rate Bond, the first Business Day of each month and each Conversion Date, other than a Conversion Date between the Daily Interest Period and the Weekly Interest Period;

B. for each Index Floating Rate Bond, the first Business Day of each month and each Conversion Date;

C. for each Direct Purchase Rate Bond, each date specified as such in the Direct Purchase Agreement and each Conversion Date;

D. for each Short-Term Rate Bond, the first Business Day after the last day of each Short-Term Interest Period and each Conversion Date;

E. for each Long-Term Rate Bond, each Payment Date and each Conversion Date;

F. for each Fixed Rate Bond, each Payment Date;

G. for each Bond, the Maturity Date; and

H. for each Bank Bond, each date specified as such in the Liquidity Facility or any Liquidity Facility Agreement.

"Interest Rate Mode" means, for each Bond, a period in which the Bond bears interest at a Daily Rate, Weekly Rate, Index Floating Rate, Direct Purchase Rate, Short-Term Rate, Long-Term Rate or Fixed Rate.

"LIBOR Index" means, on any Computation Date, the rate for deposits in U.S. dollars with a one-month maturity as published by Reuters on Reuters Screen LIBOR01 Page (or published by such other service selected by the county that has been approved or nominated by the ICE Benchmark Administration as an authorized vendor for the purpose of publishing London interbank offered rates for U.S. dollar deposits) as of 11:00 a.m., London time, on the Computation Date; provided, that if such rate is not available on the Computation Date and/or the county or the Calculation Agent is not able to determine such rate, "LIBOR Index" means the LIBOR Index then in effect during the preceding LIBOR Index Rate Period; or, at the direction of a Finance Director (1) a replacement index based upon the arithmetic mean of the quotations, if any, of the interbank offered rate by first class banks in London or New York for deposits with a one-month maturity; or (2) the Calculation Agent's Federal Funds Rate. The Calculation Agent shall give prompt written notice to the county setting forth such change in interest rate, the nature of the circumstances giving rise to such change, and the method of calculating such change if based upon a replacement index. The Calculation Agent's

internal records of applicable interest rates shall be determinative in the absence of manifest error.

"LIBOR Index Rate" means an interest rate determined on each Computation Date equal to the sum of (1) the product of the LIBOR Index multiplied by the Applicable Factor plus; (2) the Applicable Spread.

"LIBOR Index Rate Conversion Date" means (1) the date (other than the Closing Date) on which interest on a series of the Bonds begins to accrue at the LIBOR Index Rate; or (2) the date on which the then-current LIBOR Index Rate Period is converted to a new LIBOR Index Rate Period.

"LIBOR Index Rate Period" means each period from and including a LIBOR Index Rate Conversion Date to but excluding the earlier of (1) the succeeding Purchase Date; and (2) the Maturity Date.

"LIBOR Index Reset Date" means the first day of each month.

"Liquidity Facility Agreement" means, with respect to a Liquidity Facility then in effect, the separate agreement, if any, under and pursuant to which the Liquidity Facility is issued.

"Liquidity Facility Date" means the date on which a Liquidity Facility is accepted by the Tender Agent and becomes effective, and includes the date any amendment of the automatic termination events, suspension events or conditions to purchase becomes effective, but does not include the date of any renewal or extension of the expiration date of a Liquidity Facility then in effect.

"Liquidity Facility Request" has the meaning given in Section F.5. of this motion.

"Long-Term Interest Period" means each period during which a particular Long-Term Rate is in effect.

"Long-Term Rate" means an interest rate determined for a term of more than 270 days as provided in Section C.12. of this motion.

"Long-Term Rate Bond" means a Bond that bears interest at a Long-Term Rate.

"Long-Term Rate Conversion Date" means (1) the date (other than the Closing Date) on which interest on a series of the Bonds begins to accrue at the Long-Term Rate; or (2) the date on which the then-current Long-Term Interest Period is converted to a new Long-Term Interest Period.

"Long-Term Rate Mandatory Purchase Date" means the first day after the last day of each Long-Term Interest Period.

"Long-Term Rate Period" means the period during which a series of the Bonds are Long-Term Rate Bonds.

"Maturity Date" means January 1, 2046.

"Maximum Rate" means an interest rate equal to the lower of (1) twelve percent (12%) per annum; or (2) the maximum interest rate, if any, permitted by law.

"Non-reinstatement Date" means, for a Liquidity Facility that secures one or more series of the Bonds, the date that is seven days (or if the seventh day is not a Business Day, the Business Day preceding the seventh day) after the date on which the Tender Agent receives written notice from the Liquidity Provider to the effect that an event of default under the Liquidity Facility or any related Liquidity Facility Agreement has occurred and, following a draw on the Liquidity Facility and in accordance with the terms

of the Liquidity Facility or any related Liquidity Facility Agreement, the amount so drawn will not be reinstated.

"Optional Liquidity Payment" has the meaning given in Section I.2. of this motion.

"Par Call Date" means, for each Index Floating Rate Bond, each Conversion Date, each Purchase Date and each Business Day within the six calendar months preceding a Conversion Date.

"Payment Date" means, for each Long-Term Rate Bond and each Fixed Rate Bond, each date established by the council or the Finance Director on which a payment of principal or interest is due.

"Purchase Date" means each date on which a Bond is subject to optional tender for purchase pursuant to Section F.3. of this motion or mandatory tender for purchase pursuant to Section F.4. of this motion.

"Purchase Price" means, for each Bond, an amount equal to the principal amount plus, if the Purchase Date is not an Interest Payment Date, accrued and unpaid interest to the Purchase Date.

"Rating Agency" means each nationally recognized securities rating agency that provides a rating on the applicable series of the Bonds or portion thereof at the request of the county, including Moody's Investors Service, or its successors and assigns, Standard & Poor's Ratings Services, or its successors and assigns, and Fitch Ratings or its successors and assigns.

"Record Date" means, with respect to each Interest Payment Date, (1) for each Daily Rate Bond, Weekly Rate Bond, Index Floating Rate Bond, Direct Purchase Rate

Bond and Short-Term Rate Bond, the Business Day preceding the Interest Payment Date; and (2) for each Long-Term Rate Bond and Fixed Rate Bond, the 15th day of the month preceding the Interest Payment Date, regardless of whether the 15th day of the month is a Business Day.

"Remarketing Agent" for one or more series of the Bonds means the Underwriter or such other remarketing agent appointed by the Finance Director.

"Remarketing Agreement" means a remarketing agreement entered into by the county and the Remarketing Agent for one or more series of the Bonds, as the agreement may from time to time be amended or supplemented in accordance with its terms and the terms of the Liquidity Facility, if any, and any related Liquidity Facility Agreement.

"Required Liquidity Payment" has the meaning given in Section I.1. of this motion.

"Required Stated Amount" means, for a series of Bonds, the outstanding principal amount of the Bonds plus (1) accrued interest on the Bonds (A) for Daily Rate Bonds or Weekly Rate Bonds, not less than 37 days at a rate equal to the lower of the Maximum Rate or the maximum rate then applicable to the Bonds; (B) for Long-Term Rate Bonds, not less than the longest period preceding an Interest Payment Date, plus five days, at the Long-Term Rate then in effect; or (C) for Short-Term Rate Bonds, not less than the length of the Short-Term Interest Period then in effect plus five days at the Short Term Rate then in effect; and (B) any additional amount required by a Rating Agency.

"Short-Term Interest Period" means each period during which a particular Short-Term Rate is in effect with respect to a particular Short-Term Rate Bond.

"Short-Term Rate" means, for a particular Bond, the interest rate determined on a periodic basis as provided in Section C.11. of this motion.

"Short-Term Rate Bond" means a Bond that bears interest at a Short-Term Rate.

"Short-Term Rate Conversion Date" means the date (other than the Closing Date) on which interest on a series of the Bonds begins to accrue at one or more Short-Term Rates.

"Short-Term Rate Mandatory Purchase Date" means the first day after the last day of each Short-Term Interest Period.

"SIFMA" means the Securities Industry and Financial Markets Association.

"SIFMA Index" means, for any Computation Date, the level of the index that is (1) compiled from the weekly interest rate resets of tax-exempt variable rate issues reported to the Short-term Obligation Rate Transparency ("SHORT") system of the Municipal Securities Rulemaking Board that meet specific criteria established from time to time by SIFMA; and (2) issued on each Wednesday, or if any Wednesday is not a Business Day, the succeeding Business Day. If the SIFMA Index is no longer published, then "SIFMA Index" shall mean the S&P Municipal Bond 7 Day High Grade Rate Index. If the S&P Municipal Bond 7 Day High Grade Rate Index is no longer published, then "SIFMA Index" shall mean the prevailing rate determined by the Calculation Agent for tax-exempt state and local government bonds meeting criteria determined in good faith by the Calculation Agent to be comparable under the circumstances to the criteria used by SIFMA to determine the SIFMA Index immediately prior to the date on which SIFMA ceased publication of the SIFMA Index.

"SIFMA Index Rate" means an interest rate determined on each Computation Date equal to the sum of the SIFMA Index plus the Applicable Spread.

"SIFMA Index Rate Conversion Date" means (1) the date (other than the Closing Date) on which interest on a series of the Bonds begins to accrue at the SIFMA Index Rate; or (2) the date on which the then-current SIFMA Index Rate Period is converted to a new SIFMA Index Rate Period.

"SIFMA Index Rate Period" means each period from and including a SIFMA Index Rate Conversion Date to but excluding the earlier of (1) the succeeding Purchase Date; and (2) the Maturity Date.

"SIFMA Index Reset Date" means Thursday of each week.

"Stated Expiration Date" means the date on which a Credit Enhancement or a Liquidity Facility is scheduled to expire in accordance with its terms, as the date may be extended from time to time in accordance with the Credit Enhancement or any related Credit Facility Agreement or the Liquidity Facility or any related Liquidity Facility Agreement.

"Tender Agent" for one or more series of the Bonds means the Registrar or such other tender agent appointed by the Finance Director.

"Termination Date" means (1) for a Credit Enhancement that secures one or more series of the Bonds, the date that is seven days (or if the seventh day is not a Business Day, the Business Day preceding the seventh day) after the date on which the Registrar receives written notice from the Credit Provider that (A) an event of default under the Credit Enhancement or any related Credit Facility Agreement has occurred; and (B) directs the Registrar to effect a mandatory tender for purchase of the Bonds by reason of

the event of default; and (2) for a Liquidity Facility that secures one or more series of the Bonds, the date that is seven days (or if the seventh day is not a Business Day, the Business Day preceding the seventh day) after the date on which the Tender Agent receives written notice from the Liquidity Provider that (A) an event of default under the Liquidity Facility or any related Liquidity Facility Agreement has occurred; and (B) directs the Tender Agent to effect a mandatory tender for purchase of the Bonds by reason of the event of default.

"Undelivered Bond" means a Bond that is subject to purchase on a Purchase Date and that is not tendered and delivered for purchase on the Purchase Date but as to which the Tender Agent holds in the Purchase Fund sufficient funds to pay the Purchase Price of the Bond.

"Underwriter" means, for each Bond, the initial purchaser of the Bond.

"Weekly Interest Period" means each period during which a particular Weekly Rate is in effect.

"Weekly Rate" means an interest rate determined on each Wednesday as provided in Section C.6. of this motion.

"Weekly Rate Bond" means a Bond that bears interest at a Weekly Rate.

"Weekly Rate Conversion Date" means the day (other than the Closing Date) on which interest on a series of the Bonds begins to accrue at a Weekly Rate.

"Weekly Rate Period" means each period during which a series of the Bonds are Weekly Rate Bonds.

B. **Initial Period**. The Initial Period for both series of the Bonds is a Long-Term Interest Period commencing November 24, 2015, and ending November 16, 2016.

C. **Interest Rates**.

1. **Same Interest Rate Mode**. Each series of the Bonds shall at all times be in the same Interest Rate Mode. Each series of Daily Rate Bonds shall bear interest accruing at the same Daily Rate, each series of Weekly Rate Bonds shall bear interest accruing at the same Weekly Rate, each series of Index Floating Rate Bonds shall bear interest accruing at the same Index Floating Rate, each series of Direct Purchase Rate Bonds shall bear interest accruing at the same Direct Purchase Rate, and each series of Long-Term Rate Bonds shall bear interest accruing at the same Long-Term Rate.

2. **Maximum Rate**. Notwithstanding anything herein to the contrary, no interest rate borne by any Bond may exceed the Maximum Rate.

3. **Determination of Certain Interest Rates**. Each Daily Rate, Weekly Rate and Short-Term Rate shall be determined by the Remarketing Agent as the minimum interest rate per annum that, in the reasonable judgment of the Remarketing Agent, would enable the Bonds bearing the interest rate to be sold on the date of determination at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon), except as otherwise provided in Section C.11. of this motion for Short-Term Rates. Interest accrued at the Daily Rate, Weekly Rate, SIFMA Index Rate and Short-Term Rate shall be calculated on the basis of the actual number of days elapsed in a 365- or 366-day year, as applicable. Interest accrued at the LIBOR Index Rate shall be calculated on the basis of the actual number of days elapsed in a 360-day year. Interest accrued at the Long-Term Rate and Fixed Rate shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest accrued at the Alternate Index Rate or Direct Purchase Rate shall be calculated as specified in the Alternate Index

Rate Certificate or the Direct Purchase Agreement, as applicable. Each determination by the Remarketing Agent of the Daily Rate, Weekly Rate, Short-Term Rate, Long-Term Rate and Fixed Rate shall be conclusive and binding upon the county, the Registrar, the Tender Agent, the Remarketing Agent, the Beneficial Owners, the Registered Owners, the Liquidity Provider, if any, and the Credit Provider, if any. Each Direct Purchase Rate shall be determined as specified in the Direct Purchase Agreement.

4. **Failure to Determine Certain Interest Rates**. If the Remarketing Agent fails for any reason to determine the Daily Rate, Weekly Rate, Short-Term Rate or Long-Term Rate for any Daily Rate Period, Weekly Rate Period, Short-Term Interest Period or Long-Term Rate Period when required hereunder, or a court holds that the Daily Rate, Weekly Rate, Short-Term Rate or Long-Term Rate for any Daily Rate Period, Weekly Rate Period, Short-Term Interest Period or Long-Term Rate Period is invalid, illegal or unenforceable, then the interest rate to be borne by the Bonds for which the interest rate cannot be determined shall be the SIFMA Index, until the interest rate for the Bonds is again validly determined by the Remarketing Agent.

5. **Daily Rates**.

a. **Interest Period**. Daily Interest Periods commence on each Business Day and shall extend to, but not include, the succeeding Business Day.

b. **Effective Period**. The Daily Rate for each Daily Interest Period shall be effective from and including the commencement date of the Daily Interest Period and shall remain in effect to, but not including, the succeeding Business Day.

c. **Determination Time**. Each Daily Rate shall be determined by the Remarketing Agent not later than 10:00 a.m., New York City time, on the

commencement date of the Daily Interest Period. Notice of each Daily Rate shall be given by the Remarketing Agent by Electronic Notice to the Registrar, the Tender Agent, the county, the Liquidity Provider, if any, and the Credit Provider, if any, not later than 10:30 a.m., New York City time, on the date of determination. The Registrar shall inform each Registered Owner of Daily Rate Bonds of each Daily Rate determined by the Remarketing Agent upon request.

6. **Weekly Rates**.

a. **Interest Period**. Weekly Interest Periods commence on each Wednesday and end on the following Tuesday; provided, that (1) in the case of a Conversion to a Weekly Rate from another Interest Rate Mode, the initial Weekly Interest Period shall commence on the Weekly Rate Conversion Date and end on the succeeding Tuesday; and (2) in the case of a Conversion from a Weekly Rate to a Daily Rate, Index Floating Rate, Direct Purchase Rate, Short-Term Rate or Long-Term Rate, the last Weekly Interest Period prior to Conversion shall end on the last day preceding the Conversion Date.

b. **Effective Period**. The Weekly Rate for each Weekly Interest Period shall be effective from and including the commencement date of the Weekly Interest Period and shall remain in effect through and including the last day of the Weekly Interest Period.

c. **Determination Time**. Each Weekly Rate shall be determined by the Remarketing Agent not later than 10:00 a.m., New York City time, on the commencement date of the Weekly Interest Period. Notice of each Weekly Rate shall be given by the Remarketing Agent by Electronic Notice to the Registrar, the Tender Agent,

the county, the Liquidity Provider, if any, and the Credit Provider, if any, not later than 10:30 a.m., New York City time, on the date of determination. The Registrar shall inform each Registered Owner of Weekly Rate Bonds of each Weekly Rate determined by the Remarketing Agent upon request.

7. **LIBOR Index Rates**. During each LIBOR Index Rate Period, each series of the Bonds shall bear interest at the LIBOR Index Rate, commencing on and including the first day of the LIBOR Index Rate Period to but excluding the last day of the LIBOR Index Rate Period. Not less than five days prior to the first day of each LIBOR Index Rate Period, the county shall cause to be determined the Conversion Date on which the LIBOR Index Rate Period will end, the Applicable Factor and the Applicable Spread. The Calculation Agent shall determine the LIBOR Index Rate on each Computation Date during the LIBOR Index Rate Period. Each LIBOR Index Rate shall become effective on the LIBOR Index Reset Date succeeding the Computation Date. Interest at the LIBOR Index Rate shall accrue each day during each LIBOR Index Rate Period, commencing on and including the first day of the LIBOR Index Rate Period to but excluding the last day of the LIBOR Index Rate Period. The LIBOR Index Rate shall be rounded upward to the third decimal place. Promptly following the determination of the LIBOR Index Rate, notice of the LIBOR Index Rate shall be given by the Calculation Agent by Electronic Notice to the Registrar (if the Registrar is not the Calculation Agent) and to the county. If the LIBOR Index Rate is not determined by the Calculation Agent on the Computation Date, the interest rate to be borne by the Index Floating Rate Bonds shall be the rate determined on the preceding Computation Date until the Calculation Agent next determines the LIBOR Index Rate.

8. **SIFMA Index Rates**. During each SIFMA Index Rate Period, each series of the Bonds shall bear interest at the SIFMA Index Rate, commencing on and including the first day of the SIFMA Index Rate Period to but excluding the last day of the SIFMA Index Rate Period. Not less than five days prior to the first day of each SIFMA Index Rate Period, the county shall cause to be determined the Conversion Date on which the SIFMA Index Rate Period will end and the Applicable Spread. The Calculation Agent shall determine the SIFMA Index Rate on each Computation Date during the SIFMA Index Rate Period. The SIFMA Index Rate shall become effective on the SIFMA Index Reset Date succeeding the Computation Date (or on the Computation Date if the Computation Date is the SIFMA Index Reset Date). Interest at the SIFMA Index Rate shall accrue until the SIFMA Index Rate is recalculated on the succeeding Computation Date during the SIFMA Index Rate Period. The SIFMA Index Rate shall be rounded upward to the second decimal place. Promptly following the determination of the SIFMA Index Rate, notice of the SIFMA Index Rate shall be given by the Calculation Agent by Electronic Notice to the Registrar (if the Registrar is not the Calculation Agent) and to the county. If the SIFMA Index Rate is not determined by the Calculation Agent on the Computation Date, the interest rate to be borne by the Index Floating Rate Bonds shall be the rate determined on the preceding Computation Date until the Calculation Agent next determines the SIFMA Index Rate.

9. **Alternate Index Rates**. During each Alternate Index Rate Period, each series of the Bonds shall bear interest at the Alternate Index Rate, commencing on and including the first day of the Alternate Index Rate Period to but excluding the last day of the Alternate Index Rate Period. Not less than five days prior to the first day of each

Alternate Index Rate Period, the county shall cause the Alternate Index Rate Certificate to be executed, which shall include the Conversion Date on which the Alternate Index Rate Period will end, the Alternate Index, the Applicable Factor, the Applicable Spread, the Computation Date, the Alternate Index Reset Date, the day count convention for calculating the accrual of interest and the method of rounding the Alternate Index Rate. The Calculation Agent shall determine the Alternate Index Rate on each Computation Date during the Alternate Index Rate Period. Each Alternate Index Rate shall become effective on the Alternate Index Reset Date succeeding the Computation Date (or on the Computation Date if the Computation Date is the Alternate Index Reset Date). Interest at the Alternate Index Rate shall accrue each day during each Alternate Index Rate Period, commencing on and including the first day of the Alternate Index Rate Period to but excluding the last day of the Alternate Index Rate Period. Promptly following the determination of the Alternate Index Rate, notice of the Alternate Index Rate shall be given by the Calculation Agent by Electronic Notice to the Registrar (if the Registrar is not the Calculation Agent) and to the county. If the Alternate Index Rate is not determined by the Calculation Agent on the Computation Date, then except as otherwise provided in the Alternate Index Rate Certificate, the interest rate to be borne by the Index Floating Rate Bonds shall be the rate determined on the preceding Computation Date until the Calculation Agent next determines the Alternate Index Rate.

10. **Direct Purchase Rates**. During each Direct Purchase Rate Period, each series of the Bonds shall bear interest at the Direct Purchase Rate, commencing on and including the first day of the Direct Purchase Rate Period to but excluding the last day of the Direct Purchase Rate Period.

11. **Short-Term Rates**.

a. **Interest Period**. Each Short-Term Interest Period shall be determined by the Remarketing Agent not later than 4:00 p.m., New York City time, on the Business Day preceding the Short-Term Interest Period; provided, that each Short-Term Interest Period (1) shall be from 1 to 270 days in length, but (A) if a Liquidity Facility is in effect, shall not exceed the number of days of interest coverage provided by the Liquidity Facility minus five days and shall not extend beyond the date that is seven days before the Stated Expiration Date of the Liquidity Facility; and (B) shall not exceed the number of days remaining prior to a Conversion Date; (2) shall commence on a Business Day (except that in the case of a Conversion to a Short-Term Rate, the initial Short-Term Rate shall commence on the Conversion Date); and (c) shall end on a day preceding a Business Day or the day preceding the Maturity Date. The Remarketing Agent may, in the reasonable exercise of its judgment, determine one or more Short-Term Interest Periods that result in a Short-Term Rate on the Bonds that is higher than would be borne by the Bonds with a shorter Short-Term Interest Period to increase the likelihood of achieving the lowest net interest cost during the term of the Bonds. The determination of each Short-Term Interest Period by the Remarketing Agent shall be based upon the relative market yields of the Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the reasonable exercise of the judgment of the Remarketing Agent, are otherwise comparable to the Bonds, or any fact or circumstance relating to the Bonds or affecting the market for the Bonds or affecting other comparable securities in a manner that, in the reasonable exercise of the judgment of the Remarketing Agent, will affect the market for the Bonds. The Remarketing Agent, in its discretion,

may consider such information and resources as it deems appropriate in making the determinations described in this paragraph. The Bonds of each series of Short-Term Rate Bonds may bear interest for different Short-Term Interest Periods and at different Short-Term Rates; provided that all Bonds of each series of Short-Term Rate Bonds with the same Short-Term Interest Period shall bear interest accruing at the same Short-Term Rate.

b. **Effective Period**. The Short-Term Rate for each Short-Term Interest Period shall be effective from and including the commencement date of the Short-Term Interest Period and shall remain in effect through and including the last day of the Short-Term Interest Period.

c. **Determination Time**. Each Short-Term Rate shall be determined by the Remarketing Agent not later than 4:00 p.m., New York City time, on the Business Day preceding the commencement date of the Short-Term Interest Period. Notice of each Short-Term Rate shall be given by the Remarketing Agent by Electronic Notice to the Registrar, the Tender Agent, the county, the Liquidity Provider, if any, and the Credit Provider, if any, not later than 5:00 p.m., New York City time, on the date of determination. The Registrar shall inform each Registered Owner of Short-Term Rate Bonds of each Short-Term Rate determined by the Remarketing Agent upon request.

12. **Long-Term Rates**.

a. **Interest Period**. Each Long-Term Interest Period shall commence on the Closing Date or a Long-Term Rate Conversion Date and end on a day that is more than 270 days after the Closing Date or the Long-Term Rate Conversion Date and which is the day preceding a Conversion Date or the Maturity Date; provided, that if a Credit

Enhancement or Liquidity Facility is in effect, no Long-Term Interest Period shall extend beyond the date that is seven days before the Stated Expiration Date of the Credit Enhancement or Liquidity Facility. The term of each Long-Term Interest Period shall be specified in writing by the county to the Remarketing Agent, the Registrar, the Tender Agent, the Credit Provider, if any, and the Liquidity Provider, if any, not less than five days prior to its commencement.

b. **Effective Period**. The Long-Term Rate for each Long-Term Interest Period shall be effective from and including the commencement date of the Long-Term Interest Period and shall remain in effect through and including the last day of the Long-Term Interest Period.

c. **Determination Time**. Each Long-Term Rate shall be determined by the Remarketing Agent not later than 4:00 p.m., New York City time, on the Business Day preceding the commencement date of the Long-Term Interest Period. Notice of each Long-Term Rate shall be given by the Remarketing Agent by Electronic Notice to the Registrar, the Tender Agent, the county, the Liquidity Provider, if any, and the Credit Provider, if any, not later than 5:00 p.m., New York City time, on the date of determination. The Registrar shall inform each Registered Owner of Long-Term Rate Bonds of each Long-Term Rate determined by the Remarketing Agent upon request.

d. **Remarketing**. The Long-Term Rate for each Long-Term Interest Period shall be determined by the Remarketing Agent as the minimum interest rate per annum that, in the reasonable judgment of the Remarketing Agent, would enable the Bonds bearing the interest rate to be sold on the date of determination at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

Notwithstanding the foregoing, the Long-Term Rate for a Long-Term Interest Period may be the interest rate per annum that, in the reasonable judgment of the Remarketing Agent, would enable the Bonds bearing the interest rate to be sold on the date of determination at a price that will result in the lowest net interest cost, after taking into account any premium or discount at which the Bonds are sold by the Remarketing Agent, provided that in connection with any sale at a premium or discount:

(1) The county consents in writing to the sale of the Bonds by the Remarketing Agent at the premium or discount;

(2) In the case of Bonds to be sold at a discount, the county agrees to transfer to the Tender Agent on the commencement date of the Long-Term Interest Period, in immediately available funds, for deposit in the County Purchase Account, an amount equal to the discount;

(3) In the case of Bonds to be sold at a premium, the Remarketing Agent transfers to the Registrar for deposit in the Junior Lien Bond Fund an amount equal to any premium remaining after payment of costs of the remarketing;

(4) On or prior to the date of determination of the Long-Term Rate, the county causes to be delivered to the Registrar and the Remarketing Agent notice that Bond Counsel expects to be able to give, on or prior to the commencement date of the Long-Term Interest Period, an opinion to the effect that the Conversion will not, in and of itself, cause the interest on the Bonds to be includable in gross income for federal income tax purposes; and

(5) On or prior to the commencement date of the Long-Term Interest Period, the county causes to be delivered to the Registrar and the Remarketing

Agent an opinion of Bond Counsel to the effect that the Conversion will not, in and of itself, cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

13. **Bank Bonds**. Notwithstanding anything herein to the contrary, (a) each Bank Bond shall bear interest at the Bank Rate in accordance with the Liquidity Facility or the Liquidity Facility Agreement (as calculated by the Liquidity Provider in accordance with the Liquidity Facility or the Liquidity Facility Agreement and advised by the Liquidity Provider to the Registrar) for each day from and including the day the Bank Bond becomes a Bank Bond to and excluding the day the Bank Bond ceases to be a Bank Bond or is paid in full or is surrendered to the Registrar for cancellation; (b) interest on each Bank Bond shall be calculated on the basis of a 365-day year or a 360-day year in accordance with the Liquidity Facility or the Liquidity Facility Agreement and the actual number of days elapsed; and (c) interest on each Bank Bond shall be payable on the dates and in the manner specified in the Liquidity Facility or the Liquidity Facility Agreement. A Bank Bond shall cease to be a Bank Bond only (1) if the Bank Bond is remarketed and transferred or otherwise released by the Tender Agent upon authorization of the Liquidity Provider; or (2) if the Bank Bond otherwise ceases to be a Bank Bond in accordance with the terms of the Liquidity Facility or the Liquidity Facility Agreement and the county, the Remarketing Agent, the Tender Agent and the Registrar have received written notice to that effect from the Liquidity Provider.

D. **Conversions**.

1. **Conversions to Interest Rate Modes other than the Fixed Rate**. At the option of the county, the interest rate to be borne by all (but not less than all) of a series

of the Bonds (other than Fixed Rate Bonds) may be converted to a Daily Rate, Weekly Rate, Index Floating Rate, Direct Purchase Rate, Short-Term Rate or Long-Term Rate, as follows:

a. **Conversion Date**. The Conversion Date shall be (1) for Daily Rate Bonds, Weekly Rate Bonds, Short-Term Rate Bonds and Long-Term Rate Bonds, an Interest Payment Date; (2) for Index Floating Rate Bonds, a Par Call Date; (3) for Direct Purchase Rate Bonds, a County Elective Purchase Date; and (4) for Long-Term Rate Bonds, a Long-Term Rate Mandatory Purchase Date or a date on which the Long-Term Rate Bonds are subject to redemption at the option of the county. Interest shall accrue on Bonds at the new interest rate commencing on the Conversion Date, whether or not a Business Day. Any action required to be taken on the Conversion Date, if the day is not a Business Day, may be taken on the succeeding Business Day as if it had occurred on the Conversion Date.

b. **Notice of Intent to Convert**. The county shall give Electronic Notice of its intent to effect each Conversion to the Remarketing Agent, the Tender Agent, the Registrar, the Liquidity Provider, if any, and the Credit Provider, if any, not less than five days (or such shorter period as shall be acceptable to the applicable parties) prior to the date on which the Registrar is required to provide notice to the Registered Owners.

c. **Notice of Conversion**. The Registrar shall give Electronic Notice, confirmed by first class mail, of each Conversion of Bonds to each Registered Owner not less than 15 days prior to the proposed Conversion Date at their addresses as they appear on the Bond Register as of the date notice of the intent to effect Conversion is received

by the Registrar from the county. The notice shall include the information required for a mandatory tender for purchase specified in Section E.4. of this motion.

d. **Conditions to Conversion**.

(1) Notwithstanding delivery by the county of notice of its intent to effect a Conversion, the Conversion shall not take effect if:

(A) the county withdraws the notice not later than the Business Day preceding the date on which the interest rate for the new Interest Rate Mode is to be determined;

(B) the Calculation Agent or the Remarketing Agent, as applicable, fails to determine, when required, the interest rate for the new Interest Rate Mode;

(C) the notice of Conversion required to be given to Registered Owners is not given when required;

(D) the county fails to deliver to the Registrar, the Remarketing Agent, the Credit Provider, if any, and the Liquidity Provider, if any, on or before the Conversion Date, an opinion of Bond Counsel to the effect that the Conversion is authorized hereby and will not, in and of itself, cause the interest on the Bonds to be includable in gross income for federal income tax purposes;

(E) sufficient funds are not available by 12:00 p.m., New York City time, on the Conversion Date to purchase all of the Bonds required to be purchased on the Conversion Date; or

(F) not all of the Bonds required to be marketed on the Conversion Date are remarketed in the new Interest Rate Mode.

(2) In any of such events,

(A) the Conversion Date shall not occur, whether or not notice of the Conversion has been given to the Registered Owners;

(B) the Bonds:

i. that are Daily Rate Bonds shall continue to bear interest at a Daily Rate;

ii. that are Weekly Rate Bonds shall continue to bear interest at a Weekly Rate;

iii. that are Index Floating Rate Bonds shall bear interest at the Delayed Remarketing Rate;

iv. that are Direct Purchase Rate Bonds shall bear interest as specified in the Direct Purchase Agreement;

v. that are Short-Term Rate Bonds shall continue to bear interest at a Short-Term Rate until the Bonds have been remarketed; and

vi. that are Long-Term Rate Bonds shall continue to bear interest at a Long-Term Rate until the Bonds have been remarketed; and

(C) the mandatory tender for purchase of the Bonds on the Conversion Date shall not occur, whether or not notice of the Conversion has been given to the Registered Owners.

e. **Withdrawal of Notice of Conversion**. Notice of withdrawal of a notice of Conversion shall be given by the county to the Registrar, the Remarketing Agent, the Tender Agent, the Calculation Agent, if any, the Credit Provider, if any, and Liquidity Provider, if any, by telephone, promptly confirmed in writing, and shall

thereafter be promptly given to the Registered Owners by the Registrar by Electronic Notice, confirmed by first class mail.

2. **Conversions to the Fixed Rate**. At the option of the county, the interest rate to be borne by all (but not less than all) of a series of the Bonds (other than Fixed Rate Bonds) may be converted to a Fixed Rate, as follows:

a. **Fixed Rate Conversion Date**. The Fixed Rate Conversion Date shall be (1) for Daily Rate Bonds, Weekly Rate Bonds, Short-Term Rate Bonds and Long-Term Rate Bonds, an Interest Payment Date; (2) for Index Floating Rate Bonds, a Par Call Date; (3) for Direct Purchase Rate Bonds, a County Elective Purchase Date; and (4) for Long-Term Rate Bonds, a Long-Term Rate Mandatory Purchase Date or a date on which the Long-Term Rate Bonds are subject to redemption at the option of the county. Interest shall accrue on Fixed Rate Bonds on the Fixed Rate Conversion Date, whether or not a Business Day. Any action required to be taken on the Fixed Rate Conversion Date, if the day is not a Business Day, may be taken on the succeeding Business Day as if it had occurred on the Fixed Rate Conversion Date.

b. **Notice of Intent to Convert**. The county shall give Electronic Notice of its intent to effect a Conversion to the Fixed Rate to the Remarketing Agent, the Tender Agent, the Registrar, the Liquidity Provider, if any, and the Credit Provider, if any, not less than five days (or such shorter period as shall be acceptable to the applicable parties) prior to the date on which the Registrar is required to provide notice to the Registered Owners.

c. **Notice of Conversion**. The Registrar shall give Electronic Notice, confirmed by first class mail, of each Conversion to the Fixed Rate to each Registered

Owner not less than 15 days prior to the proposed Fixed Rate Conversion Date at their addresses as they appear on the Bond Register as of the date notice of the intent to effect Conversion is received by the Registrar from the county. The notice shall include the information required for a mandatory tender for purchase specified in Section F.4. of this motion.

d. **Determination of Fixed Rate**. All Fixed Rate Bonds of a series shall have the same Maturity Date and bear interest at the same Fixed Rate on and after the Fixed Rate Conversion Date unless on the date the Remarketing Agent determines the Fixed Rate the Remarketing Agent also determines, in the reasonable exercise of its judgment, that the Fixed Rate Bonds would bear a lower effective net interest cost if the Fixed Rate Bonds were serial bonds or serial bonds and term bonds. In that case, the Fixed Rate Bonds may be serial bonds or serial bonds and term bonds with different Maturity Dates or mandatory sinking fund redemption dates and bearing separate Fixed Rates for each Maturity Date. The Fixed Rate shall be the minimum interest rate per annum that, in the reasonable judgment of the Remarketing Agent, would enable the Fixed Rate Bonds to be sold on the date of determination at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon). Not less than five days prior to the Fixed Rate Conversion Date, the Remarketing Agent shall provide Electronic Notice of the schedule of principal amounts per Maturity Date, mandatory sinking fund redemption dates and amounts and each Fixed Rate to the Registrar, the county, the Liquidity Provider, if any, and the Credit Provider, if any.

e. **Conditions to Conversion**. Notwithstanding delivery by the county of notice of its intent to effect a Conversion to a Fixed Rate, the Conversion to the Fixed Rate shall not take effect if:

(1) the county withdraws the notice not later than the Business Day preceding the date on which the Fixed Rate is to be determined;

(2) the Remarketing Agent fails to determine the Fixed Rate;

(3) the notice of Conversion required to be given to Registered Owners is not given when required;

(4) the county fails to deliver to the Registrar, the Remarketing Agent, the Credit Provider, if any, and the Liquidity Provider, if any, on or before the Fixed Rate Conversion Date, an opinion of Bond Counsel to the effect that the Conversion is authorized hereby and will not, in and of itself, cause the interest on the Bonds to be includable in gross income for federal income tax purposes; or

(5) sufficient funds are not available by 12:00 p.m., New York City time, on the Fixed Rate Conversion Date to purchase all of the Bonds required to be purchased on the Fixed Rate Conversion Date.

In any of such events,

(1) the Fixed Rate Conversion Date shall not occur, whether or not notice of the Conversion has been given to the Registered Owners;

(2) the Bonds:

(A) that are Daily Rate Bonds shall continue to bear interest at a Daily Rate;

(B) that are Weekly Rate Bonds shall continue to bear interest at a Weekly Rate;

(C) that are Index Floating Rate Bonds shall bear interest at the Delayed Remarketing Rate;

(D) that are Direct Purchase Rate Bonds shall bear interest as specified in the Direct Purchase Agreement;

(E) that are Short-Term Rate Bonds shall continue to bear interest at a Short-Term Rate until the Bonds have been remarketed;

(F) that are Long-Term Rate Bonds shall continue to bear interest at a Long-Term Rate until all the Bonds have been remarketed; and

(3) the mandatory tender for purchase of the Bonds on the Fixed Rate Conversion Date shall not occur, whether or not notice of the Conversion has been given to the Registered Owners.

f. **Withdrawal of Notice of Conversion**. Notice of withdrawal of a notice of Conversion shall be given by the county to the Registrar, the Remarketing Agent, the Tender Agent, the Liquidity Provider, if any, and the Credit Provider, if any, by telephone, promptly confirmed in writing, and shall thereafter be promptly given to the Registered Owners by the Registrar by Electronic Notice, confirmed by first class mail.

g. **Sales at Premium or Discount**. Notwithstanding the foregoing, the Fixed Rate may be the interest rate or rates per annum that, in the reasonable judgment of the Remarketing Agent, would enable the Fixed Rate Bonds bearing such interest rate or rates to be sold on the date of determination at a price or prices that will

result in the lowest net interest cost, after taking into account any premium or discount at which the Fixed Rate Bonds are sold by the Remarketing Agent, provided that in connection with any such sale at a premium or discount:

(1) The county consents in writing to the sale of such the Fixed Rate Bonds by the Remarketing Agent at such premium or discount;

(2) In the case of Fixed Rate Bonds to be sold at a discount, the county agrees to transfer to the Tender Agent on the Fixed Rate Conversion Date, in immediately available funds, for deposit in the County Purchase Account, an amount equal to such discount;

(3) In the case of Fixed Rate Bonds to be sold at a premium, the Remarketing Agent transfers to the Registrar for deposit in the Junior Lien Bond Fund an amount equal to any premium remaining after payment of costs of the remarketing;

(4) On or prior to the date of determination of the Fixed Rate, the county causes to be delivered to the Registrar and the Remarketing Agent notice that Bond Counsel expects to be able to give, on or prior to the Fixed Rate Conversion Date, an opinion to the effect that such Conversion will not, in and of itself, cause the interest on the Fixed Rate Bonds to be includable in gross income for federal income tax purposes; and

(5) On or prior to the Fixed Rate Conversion Date, the county causes to be delivered to the Registrar and the Remarketing Agent an opinion of Bond Counsel to the effect that such Conversion will not, in and of itself, cause the interest on the Fixed Rate Bonds to be includable in gross income for federal income tax purposes.

E. **Redemption of Bonds.**

1. **Daily Rate Bonds**. Daily Rate Bonds are subject to redemption prior to the Maturity Date at the option of the county on any Business Day, in whole or in part in amounts specified by the Finance Director, at a redemption price equal to the principal amount of the Daily Rate Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

2. **Weekly Rate Bonds**. Weekly Rate Bonds are subject to redemption prior to the Maturity Date at the option of the county on any Business Day, in whole or in part, at a redemption price equal to the principal amount of the Weekly Rate Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

3. **Index Floating Rate Bonds**. Index Floating Rate Bonds are subject to redemption prior to the Maturity Date at the option of the county on any Par Call Date, in whole or in part, at a redemption price equal to the principal amount of the Index Floating Rate Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

4. **Direct Purchase Rate Bonds**. Direct Purchase Rate Bonds are subject to redemption on the terms and conditions specified in the Direct Purchase Agreement.

5. **Short-Term Rate Bonds**. Short-Term Rate Bonds are subject to redemption prior to the Maturity Date at the option of the county on any Interest Payment Date, in whole or in part, at a redemption price equal to the principal amount of the Short-Term Rate Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

6. **Long-Term Rate Bonds**. Long-Term Rate Bonds are subject to redemption prior to the Maturity Date at the option of the county on any Purchase Date, in whole or in part, at a redemption price equal to the principal amount of the Long-Term Rate Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

7. **Long-Term Interest Period More Than Five Years**. Long-Term Rate Bonds in a Long-Term Interest Period of more than five years are subject to redemption prior to the Maturity Date at the option of the county on any date on or after the fifth anniversary of the Long-Term Rate Conversion Date, in whole or in part, at a redemption price equal to the principal amount of the Long-Term Rate Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

8. **Fixed Rate Bonds**. Fixed Rate Bonds with a Fixed Interest Period of more than five years are subject to redemption prior to the Maturity Date at the option of the county on any date on or after the fifth anniversary of the Fixed Rate Conversion Date, in whole or in part, at a redemption price equal to the principal amount of the Fixed Rate Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium.

9. **Alternative Provisions for Long-Term Rate Bonds and Fixed Rate Bonds**. Notwithstanding the foregoing, if the county delivers to the Registrar and the Remarketing Agent prior to any Conversion Date or Purchase Date for one or more series of Bonds that are Long-Term Rate Bonds or that are being converted to Fixed Rate Bonds (a) a notice containing alternative redemption periods and/or redemption prices for the Long-Term Rate Bonds or Fixed Rate Bonds or converting mandatory sinking fund

redemption dates and amounts to serial maturity dates and amounts (or *vice versa*); and (b) an opinion of Bond Counsel addressed to the Registrar and the Remarketing Agent to the effect that such modifications will not, in and of themselves, cause the interest on the Long-Term Rate Bonds or Fixed Rate Bonds to be includable in gross income for federal income tax purposes, then on and after such Conversion Date, the Long-Term Rate Bonds or Fixed Rate Bonds may be subject to redemption by the county and/or shall mature pursuant to the alternative redemption provisions and/or maturity schedule set forth in that notice.

10. **Bank Bonds**. Bank Bonds are subject to redemption, at a redemption price equal to the principal amount of the Bank Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption, without premium, on the dates, in the amounts and in the manner set forth in the Liquidity Facility or the related Liquidity Facility Agreement.

11. **Rights of Credit Provider**. At any time a Credit Enhancement is in effect, the Bonds secured by such Credit Enhancement may not be redeemed at the option of the county unless the county has obtained the prior written consent of the Credit Provider or has deposited with the Registrar not less than one Business Day prior to the day fixed for such redemption an amount sufficient to reimburse the Credit Provider for money to be drawn to redeem such Bonds. At any time a Credit Enhancement is in effect, the redemption price of Bonds secured by such Credit Enhancement shall be paid from the proceeds of a draw on such Credit Enhancement; provided, that if the notice of optional redemption was not conditional (or if the county otherwise agrees to redeem such Bonds) and if the Credit Provider fails to honor such draw, the amount provided by

the county to the Registrar for such purpose shall be applied to redeem such Bonds on the date fixed for redemption.

12. **Selection of Bonds for Redemption**. Bonds of each series that are Bank Bonds shall be selected for redemption at the option of the county prior to the selection of other Bonds of such series for redemption.

13. **Notice of Redemption**. Notice of redemption of Daily Rate Bonds, Weekly Rate Bonds, Index Floating Rate Bonds, Direct Purchase Rate Bonds and Short-Term Rate Bonds shall be given not less than 15 nor more than 60 days prior to the date fixed for redemption to the Registered Owners thereof by Electronic Notice, confirmed by first class mail. Notice of redemption of Long-Term Rate Bonds and Fixed Rate Bonds shall be given not less than 20 nor more than 60 days prior the date fixed for redemption to the Registered Owners thereof by Electronic Notice, confirmed by first class mail. Notwithstanding the foregoing, notice of redemption of Index Floating Rate Bonds during a Delayed Remarketing Period may (and if required, shall) be given not less than five days prior to the date fixed for redemption, notice of redemption of Direct Purchase Rate Bonds may (and if required, shall) be given as provided in the Direct Purchase Agreement and notice of redemption of Bank Bonds may be given as provided in the Liquidity Facility or any related Liquidity Facility Agreement.

F. **Tender and Purchase of Bonds.**

1. **Tender Agent**. The Registrar is appointed by the county as the initial Tender Agent for the Bonds. The Tender Agent shall designate its office, and any Tender Agent other than the Registrar shall signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the county,

the Registrar and the Liquidity Provider, if any, under which the Tender Agent will agree, particularly:

a. To hold all Daily Rate Bonds, Weekly Rate Bonds, Index Floating Rate Bonds, Direct Purchase Rate Bonds, Short-Term Rate Bonds and Long-Term Rate Bonds delivered to it for purchase hereunder as agent and bailee of, and in escrow for the exclusive benefit of, the respective Registered Owners that have delivered such Bonds until money representing the Purchase Price of such Bonds has been delivered to or for the account of or to the order of such Registered Owners;

b. To hold all money, other than proceeds of draws on the Liquidity Facility, delivered to it hereunder for the purchase of Bonds as agent and bailee of, and in escrow for the exclusive benefit of, the person or entity which has delivered such money until the Bonds purchased with such money have been delivered to or for the account of such person or entity;

c. To hold all money delivered to it hereunder from draws on any Liquidity Facility for the purchase of Daily Rate Bonds, Weekly Rate Bonds, Index Floating Rate Bonds, Short-Term Rate Bonds and Long-Term Rate Bonds as agent and bailee of, and in escrow for the exclusive benefit of, the Registered Owners who deliver Bonds to it for purchase until the Bonds purchased with such money have been delivered to or for the account of the Liquidity Provider;

d. To keep such books and records as is consistent with prudent industry practice and, upon reasonable advance notice, to make such books and records available for inspection by the county, the Registrar, the Remarketing Agent, the Credit Provider, if any, and the Liquidity Provider, if any; and

e. To perform the foregoing duties and obligations subject to and in accordance with the provisions hereof relating thereto and to perform such other duties and responsibilities as are provided herein to be performed by the Tender Agent.

The Tender Agent in performing its duties as set forth herein shall have the rights and immunities, including exculpations and indemnifications, of the Registrar as may be set forth herein to the same extent and as fully for all intents and purposes as though such rights and immunities had been set forth at length with respect to the Tender Agent.

2. **Qualifications of Tender Agent**.

a. The Tender Agent shall be duly organized under the laws of the United States of America or any state or territory thereof and be (1) a commercial bank and trust company; or (2) a national banking association, have a combined capital stock, surplus and undivided profits of not less than $50,000,000 and be authorized by law to perform all duties imposed upon it hereby. At all times during which the Bonds are not held in book-entry only form, the Tender Agent shall have an office or agency in New York, New York. The Tender Agent may at any time resign and be discharged of the duties and obligations created hereby by giving not less than 60 days' notice to the county, the Registrar, the Liquidity Provider, if any, and the Remarketing Agent, provided that such resignation shall not take effect until the appointment and acceptance of a successor Tender Agent. The Tender Agent may be removed at any time by the county upon written notice to the Tender Agent, the Registrar, the Liquidity Provider, if any, and the Remarketing Agent, provided that such removal shall not take effect until the appointment of, and the acceptance of appointment by, a successor Tender Agent. Successor Tender Agents may be appointed from time to time by the county and with the

written approval of each Liquidity Provider, if any, such approval not to be unreasonably withheld.

b. If no successor Tender Agent shall have been appointed and have accepted appointment within 30 days of the giving notice of resignation or notice of removal as aforesaid, the county may appoint, with the prior written approval of the Liquidity Provider, if any (such approval not to be unreasonably withheld), a successor Tender Agent to act until a successor Tender Agent is appointed pursuant to the foregoing provisions.

c. If no appointment of a successor Tender Agent shall have been made pursuant to the foregoing provisions, the Tender Agent resigning or being removed or any Registered Owner (on behalf of itself and all other Registered Owners) may petition any court of competent jurisdiction for the appointment of a successor Tender Agent, and such court may thereupon, after such notice, if any, as it may deem proper, appoint such successor Tender Agent.

d. Any successor Tender Agent appointed hereunder shall signify its acceptance of such appointment by executing and delivering to the county, the Registrar, the Liquidity Provider, if any, the Remarketing Agent and its predecessor Tender Agent a written acceptance thereof, and thereupon (1) the successor Tender Agent, without further act, deed or conveyance, shall become vested with all the money, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Tender Agent, with like effect as if originally named Tender Agent herein; and (2) the predecessor Tender Agent shall pay over, transfer, assign and deliver to the successor Tender Agent all right, title and interest of the Tender Agent in and to all money and all

other property (including Bank Bonds) held by the Tender Agent subject to and in accordance herewith; but nevertheless, at the request of the county, the successor Tender Agent, any Remarketing Agent or the Liquidity Provider, the predecessor Tender Agent shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to the successor Tender Agent all right, title and interest of the predecessor Tender Agent in and to all money and all other property (including Bank Bonds) held by it hereunder. Upon request of the successor Tender Agent, the county shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to the successor Tender Agent all money, estates, properties, rights, powers, trusts, duties and obligations of the predecessor Tender Agent. Upon acceptance by a successor Tender Agent as provided herein, the county shall give Electronic Notice of the succession of such Tender Agent, confirmed by first class mail, to the Registered Owners at the addresses shown on the Bond Register. If the county fails to deliver the notice within 15 days after the acceptance of appointment by the successor Tender Agent, the Registrar shall cause the notice to be delivered to the Registered Owners within 30 days after such acceptance at the expense of the county.

e. Any entity into which the Tender Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any entity to which the Tender Agent may sell or transfer all or substantially all of its trust or trust-related business, provided such entity is eligible hereunder, shall be the successor to such Tender Agent, without the execution or filing of any paper or any further act, anything herein to

the contrary notwithstanding. Upon any such merger, consolidation or sale, the successor Tender Agent shall notify the county, the Remarketing Agent, the Registrar and the Liquidity Provider and, thereafter, shall deliver to the Registered Owners at the addresses appearing on the Bond Register notice of the succession of such Tender Agent to the duties of the Tender Agent hereunder.

3. **Optional Tender for Purchase of Daily Rate Bonds and Weekly Rate Bonds**.

a. A Registered Owner or Beneficial Owner may opt to tender Daily Rate Bonds, or portions thereof in Authorized Denominations, for purchase at the Purchase Price payable to the Registered Owner (and not the Beneficial Owner) in immediately available funds on any Business Day upon delivery of Electronic Notice or written notice of tender to the Tender Agent and the Remarketing Agent not later than 11:00 a.m., New York City time, on the designated Purchase Date.

b. A Registered Owner or Beneficial Owner may opt to tender Weekly Rate Bonds, or portions thereof in Authorized Denominations, for purchase at the Purchase Price payable to the Registered Owner (and not the Beneficial Owner) in immediately available funds on any Business Day upon delivery of Electronic Notice or written notice of tender to the Tender Agent and the Remarketing Agent not later than 5:00 p.m., New York City time, on a Business Day not less than seven days prior to the designated Purchase Date.

c. Each notice of optional tender for purchase:

(1) Shall be delivered to the Tender Agent and the Remarketing Agent at their respective designated offices and be in form satisfactory to the Tender Agent and the Remarketing Agent;

(2) Shall state (A) the principal amount of the Daily Rate Bond or Weekly Rate Bond or portion thereof in an Authorized Denomination being tendered and the CUSIP number of the Daily Rate Bond or Weekly Rate Bond; (B) that the Registered Owner or the Beneficial Owner irrevocably demands purchase of the Daily Rate Bond or Weekly Rate Bond or portion thereof; (C) the Purchase Date on which such Daily Rate Bond or Weekly Rate Bond or portion thereof is to be purchased; and (D) payment instructions with respect to the Purchase Price; and

(3) Shall constitute upon delivery (A) an irrevocable offer to sell the Daily Rate Bond or Weekly Rate Bond or portion thereof on the Purchase Date, to any purchaser selected by the Remarketing Agent, at a price equal to the Purchase Price; (B) an irrevocable authorization and instruction to the Tender Agent to effect transfer of the Daily Rate Bond or Weekly Rate Bond or portion thereof upon receipt by the Tender Agent of funds sufficient to pay the Purchase Price thereof on the Purchase Date; (C) an irrevocable authorization and instruction to the Tender Agent to effect the exchange of the Daily Rate Bond or Weekly Rate Bond for one or more Daily Rate Bonds or Weekly Rate Bonds in an equal aggregate principal amount so as to facilitate the sale of the Daily Rate Bond or Weekly Rate Bond or portion thereof; and (D) an acknowledgment that the Registered Owner and the Beneficial Owner will have no further rights with respect to the Daily Rate Bond or Weekly Rate Bond or portion thereof upon deposit of an amount equal to the Purchase Price thereof with the Tender

Agent on the Purchase Date, except for the right of the Registered Owner (and not the Beneficial Owner) to receive the Purchase Price upon surrender of the Daily Rate Bond or Weekly Rate Bond or portion thereof to the Tender Agent.

d. The determination of the Tender Agent and the Remarketing Agent as to whether a notice of tender has been properly delivered shall be conclusive and binding upon the Registered Owner and the Beneficial Owner. The Tender Agent or the Remarketing Agent may waive any irregularity or nonconformity in any notice of tender.

e. The right of each Registered Owner or Beneficial Owner to tender a Daily Rate Bond or Weekly Rate Bond for optional purchase shall terminate on the Conversion Date to an Interest Rate Mode that is not a Daily Rate Period or Weekly Rate Period.

f. The Tender Agent shall promptly return to the Registered Owner or Beneficial Owner any notice of optional tender for purchase that is incomplete or improperly completed or not delivered within the time required delivering the notice, and shall promptly return to the Registered Owner the Daily Rate Bond or Weekly Rate Bond delivered therewith upon surrender of the receipt, if any, issued therefor.

4. **Mandatory Tender for Purchase of Bonds**.

a. Each series of the Bonds shall be subject to mandatory tender for purchase by the Tender Agent at the Purchase Price on each of the following Purchase Dates:

(1) Each Conversion Date (unless the Conversion Date is already a Purchase Date, in which case no separate mandatory tender for purchase shall occur), except for a Conversion between the Daily Rate Period and Weekly Rate Period;

(2) Each County Elective Purchase Date.

(3) Each Short-Term Rate Mandatory Purchase Date;

(4) Each Long-Term Rate Mandatory Purchase Date;

(5) The fifth day preceding each Expiration Date (unless, on or prior to the fifth day preceding the Expiration Date, the Expiration Date is extended);

(6) Each Credit Facility Date and Liquidity Facility Date;

(7) Each Termination Date;

(8) The date the county elects to terminate the Credit Enhancement or Liquidity Facility prior to its expiration;

(9) Each Non-reinstatement Date; and

(10) Each date specified as a "Purchase Date" in the Direct Purchase Agreement.

b. In addition to any other requirements set forth herein, each notice of mandatory tender for purchase of a series of Bonds shall:

(1) Specify the proposed Purchase Date and the event that gives rise to the proposed Purchase Date;

(2) State that the Bonds shall be subject to mandatory tender for purchase on the proposed Purchase Date;

(3) State that Registered Owners and Beneficial Owners may not elect to retain Bonds subject to mandatory tender for purchase;

(4) State that all Bonds subject to mandatory tender for purchase are required to be delivered to the designated office of the Tender Agent not later than 1:00 p.m., New York City time, on the Purchase Date;

(5) State that if the Registered Owner of any Bond subject to mandatory tender for purchase fails to deliver the Bond to the Tender Agent for purchase on the Purchase Date, and if the Tender Agent is in receipt of funds sufficient to pay the Purchase Price, the Bond shall nevertheless be deemed purchased on the Purchase Date and ownership of the Bond will be transferred to the purchaser thereof;

(6) State that any Registered Owner that fails to deliver any Bond subject to mandatory tender for purchase will have no further rights thereunder or hereunder except the right to receive the Purchase Price upon presentation and surrender of the Bond to the Tender Agent, and that the Registrar will place a stop transfer against the Bond on the Bond Register;

(7) State that the Bonds will be purchased if money sufficient to effect such purchase has been provided from (A) the remarketing of the Bonds by the Remarketing Agent; (B) the Liquidity Facility, if any; or (C) funds provided by the county;

(8) In the case of mandatory tender for purchase on any proposed Conversion Date, state that such Conversion and such mandatory tender will not occur if the conditions precedent to the Conversion are not satisfied, and summarize such conditions;

(9) In the case of mandatory tender for purchase on the fifth day preceding an Expiration Date, state that such mandatory tender will not occur, if, on or prior to the fifth day preceding the Expiration Date, the Expiration Date is extended; and

(10) In the case of mandatory tender for purchase on a Credit Facility Date or Liquidity Facility Date, state that such mandatory tender will not occur if the conditions precedent to the effectiveness of the Credit Enhancement or Liquidity Facility are not satisfied, and summarize such conditions.

c. Except as otherwise expressly provided herein with respect to notice of mandatory tender for purchase of Bonds on a proposed Conversion Date, Credit Facility Date or Liquidity Facility Date, (1) the Registrar shall give Electronic Notice of mandatory tender for purchase of Bonds to the Tender Agent, the Remarketing Agent, the Credit Provider, if any, and the Liquidity Provider, if any, not less than five days (or such shorter period as shall be acceptable to the applicable parties) prior to the date on which the Registrar is required to provide notice to the Registered Owners; and (2) the Registrar shall give Electronic Notice, confirmed by first class mail, of mandatory tender for purchase of Bonds to each Registered Owner not less than 15 days prior to each proposed Purchase Date at their addresses as they appear on the Bond Register as of the date the notice is prepared.

d. If, following the giving of notice of mandatory tender for purchase of Bonds, an event occurs that, in accordance with the terms hereof causes such mandatory tender for purchase not to occur, then (1) the Registrar shall so notify the Registered Owners at their addresses as they appear on the Bond Register on the date of the notice, by Electronic Notice, confirmed by first class mail, as soon as practicable; and (2) the Tender Agent shall return to the Registered Owners any Bonds tendered to the Tender Agent in connection with such mandatory tender for purchase.

e. Daily Rate Bonds and Weekly Rate Bonds, on any Business Day designated by the county, Index Floating Rate Bonds, on any Par Call Date designated by the county, in each case with the consent of the Liquidity Provider, if any, and Direct Purchase Rate Bonds, on any date designated as such by the county in accordance with the Direct Purchase Agreement (each, a "County Elective Purchase Date"), are subject to mandatory tender for purchase at the Purchase Price. Each County Elective Purchase Date shall be a Business Day not earlier than the 10th day following the second Business Day after receipt by the Tender Agent of such designation. If on a County Elective Purchase Date sufficient remarketing proceeds or other amounts provided by the county are not available to pay the Purchase Price of all Bonds subject to mandatory tender for purchase, then the designation of the County Elective Purchase Date shall be deemed rescinded, and the county shall have no obligation to purchase the Bonds tendered or deemed tendered for purchase on the County Elective Purchase Date. The Registrar shall give Electronic Notice of such rescission to the Registered Owners, the county, the Tender Agent, the Remarketing Agent and the Liquidity Provider as soon as practicable and in any event not later than the succeeding Business Day, confirmed by first class mail.

5. **Purchase of Bonds by Tender Agent**.

a. Bonds to be purchased by the Tender Agent pursuant to an optional tender for purchase or mandatory tender for purchase shall be delivered by the Registered Owners to the Tender Agent (together with necessary assignments and endorsements) not later than 1:00 p.m., New York City time, on the Purchase Date.

b. Bonds to be purchased by the Tender Agent pursuant to an optional tender for purchase or mandatory tender for purchase for which notice has been duly delivered but that are not delivered for purchase on or prior to the Purchase Date, and for which there has been irrevocably deposited in escrow with the Registrar or the Tender Agent an amount sufficient to pay the Purchase Price, shall be deemed to have been tendered to the Tender Agent for purchase, and Registered Owners shall not be entitled to any payment (including any interest to accrue on or after the Purchase Date) other than the Purchase Price, and such Bonds shall not be entitled to any benefits hereof, except for payment of the Purchase Price out of the money deposited in the Purchase Fund for such payment.

c. For each series of the Bonds subject to optional tender for purchase or mandatory tender for purchase, the Tender Agent shall establish a special trust fund to be designated the "Purchase Fund," and, within the Purchase Fund, the Tender Agent shall establish four separate accounts to be designated the Remarketing Account, the Liquidity Account, the County Purchase Account and the Undelivered Bond Payment Account. Only the Tender Agent shall have any right of withdrawal from the Purchase Fund, and the Purchase Fund and such right of withdrawal shall be for the sole and exclusive benefit of the Registered Owners of the Bonds subject to purchase on Purchase Dates (and the Liquidity Provider, to the extent required to reimburse the Liquidity Provider), and the county shall have no legal, beneficial or equitable interest in the Purchase Fund. Money in the Purchase Fund shall be held uninvested. Money in the Purchase Fund shall not be commingled with money held for any other series of bonds of

the county, and money in a particular account of the Purchase Fund shall not be commingled with money in any other account of the Purchase Fund.

(1) Any money received by the Tender Agent from remarketing Bonds on a Purchase Date shall be deposited in the Remarketing Account of the Purchase Fund and applied to pay the Purchase Price of Bonds or to pay or reimburse the Liquidity Provider for the payment thereof.

(2) Any money received by the Tender Agent from the Liquidity Provider for the purchase of Bonds on a Purchase Date shall be deposited in the Liquidity Account of the Purchase Fund and applied in accordance with Section F.5. of this motion. Notwithstanding anything herein to the contrary, the Tender Agent shall not draw on the Liquidity Facility to pay the Purchase Price of Bank Bonds or of Bonds held by the county.

(3) Any money received by the Tender Agent from the county for the purchase of Bonds on a Purchase Date shall be deposited in the County Purchase Account of the Purchase Fund and applied to pay or reimburse the Liquidity Provider for the payment thereof.

d. Upon receipt of notice of an optional tender for purchase of Daily Rate Bonds duly delivered, the Tender Agent shall provide telephonic notice to the county, the Remarketing Agent and the Liquidity Provider not later than 11:15 a.m., New York City time, on the Purchase Date, of the principal amount of Daily Rate Bonds tendered and the Purchase Price, and the Tender Agent shall promptly confirm such telephonic notice by Electronic Notice.

e. Upon receipt of notice of an optional tender for purchase of Weekly Rate Bonds duly delivered, the Tender Agent shall provide Electronic Notice to the county, the Remarketing Agent and the Liquidity Provider not later than 5:00 p.m., New York City time, on the next Business Day, of the principal amount of Weekly Rate Bonds to be tendered and the Purchase Price.

f. Simultaneously with the giving of notice of any mandatory tender for purchase of Bonds, the Registrar shall give Electronic Notice to the Tender Agent, the Remarketing Agent and the Liquidity Provider, if any, specifying the Purchase Date, principal amount and Purchase Price.

g. Not later than 12:00 p.m., New York City time, on each Purchase Date (or such earlier time as may be required to effect a Liquidity Facility Request by the Liquidity Provider), the Tender Agent shall determine the amount, if any, by which the Purchase Price of the Bonds to be purchased on the Purchase Date exceeds the amount of the remarketing proceeds on deposit in the Remarketing Account of the Purchase Fund at such time; and

(1) If a Liquidity Facility is in effect on the Purchase Date, then (A) not later than 12:15 p.m., New York City time, on the Purchase Date, the Tender Agent shall request (a "Liquidity Facility Request") the purchase by the Liquidity Provider under the Liquidity Facility, or the funding by the Liquidity Provider under the Liquidity Facility of money for the purchase, of unremarketed Bonds having a Purchase Price equal to the amount of such excess (by submitting to the Liquidity Provider in accordance with the Liquidity Facility all such documents as are required for that purpose); and (B) not later than 2:45 p.m., New York City time, on the Purchase Date,

the Tender Agent shall deposit the proceeds of the Liquidity Facility Request in the Liquidity Account of the Purchase Fund; or

(2) If a Liquidity Facility is not in effect on the Purchase Date and the county is obligated to make Required Liquidity Payments or otherwise elects in its sole discretion to make Optional Liquidity Payments to provide funds for such payment, then (A) not later than 12:30 p.m., New York City time, on the Purchase Date, the Tender Agent shall notify the county that the amount of such excess is payable by the county to the Tender Agent not later than 2:30 p.m., New York City time, on the Purchase Date; and (B) not later than 2:30 p.m., New York City time, on such Purchase Date, the Tender Agent shall deposit the amount received from the county for such purpose in the County Purchase Account of the Purchase Fund.

h. Not later than 3:00 p.m., New York City time, on each Purchase Date, the Tender Agent shall pay the Purchase Price of Bonds to be purchased on the Purchase Date to the Registered Owners (and not the Beneficial Owners) thereof (upon surrender thereof for payment of the Purchase Price), from the following sources and in the following order of priority:

(1) Money on deposit in the Remarketing Account of the Purchase Fund (representing the proceeds of the remarketing delivered by the Remarketing Agent);

(2) If a Liquidity Facility is in effect on the Purchase Date, money on deposit in the Liquidity Account of the Purchase Fund (representing the proceeds of a Liquidity Facility Request under the Liquidity Facility); and

(3) If a Liquidity Facility is not in effect on the Purchase Date, money on deposit in the County Purchase Account of the Purchase Fund (representing amounts paid by the county to the Tender Agent for the purchase of such Bonds).

i. Any money remaining in the Remarketing Account, the Liquidity Account or the County Purchase Account of the Purchase Fund and representing (but not exceeding) the Purchase Price of Bonds subject to purchase on the Purchase Date but not tendered and delivered for purchase on the Purchase Date (after making the payments from the Purchase Fund described above) shall be transferred by the Tender Agent to the Undelivered Bond Payment Account of the Purchase Fund not later than 3:30 p.m., New York City time, on the Purchase Date and retained therein, subject to application as described below. Any money remaining in the Remarketing Account, the Liquidity Account and the County Purchase Account of the Purchase Fund on the Purchase Date after the payments from the Purchase Fund and the transfer to the Undelivered Bond Payment Account described above shall be wire transferred by the Tender Agent, in immediately available funds, prior to the close of business on the Purchase Date, to the Remarketing Agent, the Liquidity Provider and the county, respectively.

j. Money transferred to the Undelivered Bond Payment Account of the Purchase Fund on any Purchase Date shall be applied, on or after the Purchase Date, by the Tender Agent to pay the Purchase Price of Undelivered Bonds in respect of which they were so transferred, upon the surrender of such Bonds to the Tender Agent for such purpose.

k. There are hereby pledged to secure the payment of the Purchase Price of Bonds tendered or deemed tendered for purchase all of the Required Liquidity

Payments and other amounts held in the Purchase Fund, subject only to the provisions hereof permitting the application thereof for the purposes and on the terms and conditions set forth herein.

6. **Insufficient Funds for Payment of the Purchase Price**.

a. If the funds available for the purchase of Bonds subject to optional tender for purchase or mandatory tender for purchase on a Purchase Date are insufficient to purchase all of the Bonds (including Undelivered Bonds), then no purchase of any Bonds shall occur on the Purchase Date and, on the Purchase Date, the Tender Agent shall (1) return to the Registered Owners all of the Bonds that were tendered; (2) return all money received by the Tender Agent for the purchase of the Bonds to the respective persons that provided such money (in the respective amounts in which such money was so provided); and (3) notify the Registrar of the foregoing.

b. Bonds that are not purchased on a Purchase Date when required shall bear interest at the rates provided in Section D.1.d.(2)(B) of this motion.

c. If a Credit Enhancement or Liquidity Facility is in effect, and the Credit Provider or Liquidity Provider has failed to honor its payment obligations under the Credit Enhancement or Liquidity Facility, 25% of the Registered Owners of the Bonds secured by the Credit Enhancement or Liquidity Facility (excluding Bank Bonds and Bonds held by the county) shall have the right at any time, by an instrument or instruments in writing executed and delivered to the Registrar, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Credit Enhancement or Liquidity Facility, or any other

proceedings thereunder; provided, that such direction is in accordance with applicable law and satisfactory evidence of the ownership of each Bond is provided to the Registrar.

7. **Delayed Remarketing Period**.

a. During a Delayed Remarketing Period, the Remarketing Agent shall continue to remarket the series of Index Floating Rate Bonds subject to purchase. The Remarketing Agent shall provide notice to the county and the Registrar no later than the Business Day after determining that all of the series of Index Floating Rate Bonds can be remarketed. Upon receipt of such notice from the Remarketing Agent, the county shall direct the Registrar to provide notice to the Registered Owners that the Index Floating Rate Bonds will be subject to mandatory tender for purchase on a Business Day no later than the Business Day following the day such notice is given to the Registrar. The Registrar shall give Electronic Notice, confirmed by first class mail, of the mandatory tender for purchase of the Index Floating Rate Bonds to the Registered Owners at their addresses as they appear on the Bond Register as of the date such direction is received by the Registrar. The notice shall include the information required for a mandatory tender for purchase specified in Section F.4. of this motion.

b. During a Delayed Remarketing Period:

(1) Interest on the Index Floating Rate Bonds shall accrue at the Delayed Remarketing Rate and be payable on each Interest Payment Date;

(2) The Index Floating Rate Bonds shall continue to be subject to optional redemption by the county;

(3) The county may effect a Conversion of the Index Floating Rate Bonds to a new Interest Rate Mode; and

(4) The county may designate a County Elective Purchase Date for the Index Floating Rate Bonds.

G. **Remarketing of Bonds.**

1. **Remarketing Agent**.

a. One or more Remarketing Agents may be appointed for one or more series of the Bonds from time to time by the Finance Director with the prior written consent of the Liquidity Provider, if any (which consent shall not be unreasonably withheld). Each Remarketing Agent shall designate its office and signify its acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the county, the Registrar and the Liquidity Provider, or by executing and delivering a Remarketing Agreement, in either case under which the Remarketing Agent will agree, particularly:

(1) To hold all money delivered to it hereunder for the purchase of Bonds as a fiduciary for the exclusive benefit of the person or persons that shall have so delivered such money until the Bonds purchased with such money shall have been delivered to or for the account of such person or persons;

(2) To keep such books and records as are consistent with prudent industry practice and to make such books and records available for inspection by the county and the Registrar at all reasonable times;

(3) To determine each Daily Rate, Weekly Rate, Short-Term Rate, Long-Term Rate, Fixed Rate and Applicable Spread and to give notice of such rates or spread in accordance with the provisions hereof;

(4) To offer for sale and use its best efforts subject to the terms of the Remarketing Agreement to find purchasers for the Bonds tendered or deemed tendered for purchase, any such sale to be made at the Purchase Price or at such other price as may be permitted under the terms hereof;

(5) To deliver to the Tender Agent all Bonds held by it in accordance with the terms hereof and of the Remarketing Agreement; and

(6) To perform such other duties and responsibilities as are provided herein to be performed by the Remarketing Agent.

b. One or more firms may serve as co-Remarketing Agents hereunder provided that each co-Remarketing Agent satisfies the requirements hereof. If co-Remarketing Agents have been appointed and are performing the duties of Remarketing Agent hereunder, all references herein to the Remarketing Agent shall be deemed to refer to all the Remarketing Agents acting jointly; provided, that the Remarketing Agreement may provide that one firm may perform certain specified duties hereunder in its sole capacity.

c. Except as may otherwise be provided in a Remarketing Agreement, each Remarketing Agent may in good faith hold any Bonds or any other form of indebtedness issued by the county; own, accept or negotiate any drafts, bills of exchange, acceptances or obligations thereof; and make disbursements therefor and enter into any commercial or business arrangement therewith; all without any liability on the part of the Remarketing Agent for any real or apparent conflict of interest by reason of any such actions.

2. **Qualifications of Remarketing Agent**. Each Remarketing Agent shall be authorized by law to perform all of the duties imposed upon it hereunder. The Remarketing Agent may at any time resign and be discharged of the duties and obligations of the Remarketing Agent described herein by giving not less than 30 days' notice to the county, the Registrar, the Tender Agent, the Liquidity Provider and the Credit Provider, if any, and each Rating Agency. The Remarketing Agent may be removed at any time upon written notice by the county to the Remarketing Agent, the Tender Agent, the Registrar, the Liquidity Provider and the Credit Provider, if any, and each Rating Agency.

3. **Sale of Bonds by Remarketing Agent**.

a. Upon receipt by the Remarketing Agent of (1) notice of optional tender for purchase of Daily Rate Bonds or Weekly Rate Bonds; or (2) notice of mandatory tender for purchase of a series of Bonds, the Remarketing Agent shall offer for sale and use its best efforts subject to the terms of the Remarketing Agreement to find purchasers for the Bonds tendered or deemed tendered for purchase, any such sale to be made at the Purchase Price or at such other price as may be permitted under the terms hereof; provided, that so long as a Credit Enhancement or Liquidity Facility is in effect, the Remarketing Agent shall not knowingly offer for sale or sell any Daily Rate Bonds or Weekly Rate Bonds to the county; and provided further, that the Remarketing Agent shall not offer for sale or use its best efforts to find purchasers for the Bonds tendered or deemed tendered for purchase that are subject to mandatory tender for purchase:

(1) on the fifth day preceding each Expiration Date (unless, on or prior to the fifth day preceding the Expiration Date, the Expiration Date is extended);

(2) on the Termination Date; or

(3) on the Non-reinstatement Date.

b. The Remarketing Agent shall pay or direct the purchasers to pay the proceeds of all purchases of Bonds made, solicited and arranged by the Remarketing Agent, to the Tender Agent (for deposit in the Remarketing Account of the Purchase Fund), not later than 12:00 p.m., New York City time, on the Purchase Date, in immediately available funds.

c. Not later than 4:30 p.m., New York City time, on the Business Day preceding each Purchase Date (other than a Purchase Date for Daily Rate Bonds subject to optional tender for purchase), the Remarketing Agent shall give telephonic notice to the Tender Agent, promptly confirmed by Electronic Notice, specifying: (1) the principal amount and Purchase Price of Bonds subject to purchase on the Purchase Date for which the Remarketing Agent has received indications of interest from prospective purchasers; and (2) the principal amount and Purchase Price of Bonds subject to purchase on the Purchase Date for which the Remarketing Agent has not received indications of interest from prospective purchasers.

d. Except as otherwise expressly provided herein, the Remarketing Agent shall offer for sale and use its best efforts subject to the terms of the Remarketing Agreement to find purchasers for the Bank Bonds, any such sale to be made at the Purchase Price or at such other price as may be permitted under the terms hereof, the interest component of the Purchase Price being calculated at the rate that would be borne by the Bank Bonds if the Bank Bonds were not Bank Bonds. In connection with each remarketing of Bank Bonds by the Remarketing Agent:

(1) The Remarketing Agent shall (A) provide to the county, the Registrar, the Tender Agent and the Liquidity Provider not less than one Business Day's prior notice of such remarketing; and (B) pay, or cause to be paid to the Liquidity Provider, by wire transfer of immediately available funds, the proceeds of such remarketing;

(2) The county shall (A) in consultation with the Liquidity Provider, calculate the amount of money payable to the Liquidity Provider pursuant to the Liquidity Facility or the related Liquidity Facility Agreement by reason of, and on the date of, such remarketing ("the Remarketing Payment Amount"); and (B) pay to the Liquidity Provider, on the date of such remarketing, by wire transfer of immediately available funds, the amount of money which, when added to the proceeds of such remarketing being delivered to the Liquidity Provider on the date of such remarketing, equals the Remarketing Payment Amount;

(3) The Tender Agent shall confirm with the Liquidity Provider the receipt by the Liquidity Provider of the Remarketing Payment Amount, the reinstatement of the obligation of the Liquidity Provider to make funds available under the Liquidity Facility and the authorization of the Liquidity Provider to release the Bank Bonds or its security interest therein; and

(4) After, and only after, receipt by the Tender Agent of confirmation by the Liquidity Provider of the reinstatement of the obligation of the Liquidity Provider under the Liquidity Facility to purchase or make funds available for the purchase of Bank Bonds following the remarketing of such Bank Bonds and authorization by the Liquidity Provider of such transfer or such authentication and

delivery, the Tender Agent shall (A) if the Bonds are held in book-entry only form, cause the ownership interest in such Bank Bonds to be transferred to or for the benefit of such purchaser or purchasers designated by the Remarketing Agent; and (B) if the Bonds are not held in book-entry only form, cause the Registrar to authenticate Bonds in lieu of such Bank Bonds and to deliver the same to or upon the instruction of the Remarketing Agent.

e. The Remarketing Agent shall offer for sale and use its best efforts subject to the terms of the Remarketing Agreement to find purchasers for (1) any Bonds subject to purchase on a Purchase Date that have been purchased with money provided by the county to the Tender Agent for such purpose; and (2) any Bonds that have been purchased by the county pursuant to the Liquidity Facility or the related Liquidity Facility Agreement and have not been surrendered by the county for cancellation.

4. **Delivery of Bonds**.

a. Upon application of available money to purchase Bonds on a Purchase Date (and/or to the transfer thereof to the Undelivered Bond Payment Account of the Purchase Fund on a Purchase Date), the Tender Agent shall cause the Registrar to register the transfer of Bonds so purchased in the names of the purchasers in accordance with information provided by the Remarketing Agent for such purpose and to make Bonds available for delivery against payment therefor.

b. Upon application of money drawn on a Liquidity Facility to purchase Bonds on a Purchase Date (and/or to the transfer thereof to the Undelivered Bond Payment Account of the Purchase Fund on a Purchase Date), the Bonds so purchased shall constitute Bank Bonds unless and until such Bonds cease to be Bank

Bonds. If the Bonds are held in book-entry only form, the ownership interest in such Bank Bonds shall be transferred on the books of DTC to or for the account of the Tender Agent or a participant acting on behalf of the Tender Agent and the Tender Agent shall, and shall cause such participant to, mark its own books and records to reflect the beneficial ownership of such Bank Bonds by the Liquidity Provider. If the Bonds are no longer held in book-entry only form, such Bank Bonds shall be delivered by the Tender Agent to the Registrar for registration of transfer and shall be registered by the Registrar in the name of the Liquidity Facility Provider, or any nominee of the Liquidity Facility Provider, and delivered by the Registrar to the Tender Agent and held by the Tender Agent as bailee and custodian of the Liquidity Facility Provider. The Tender Agent shall release and redeliver or transfer Bank Bonds that have been remarketed by the Remarketing Agent. Any other disposition of Bank Bonds shall be made only at the written direction or with the prior written consent of the Liquidity Facility Provider.

c. Upon application of money provided by the county to purchase Bonds on a Purchase Date (and/or to the transfer thereof to the Undelivered Bond Payment Account of the Purchase Fund on a Purchase Date), the Bonds so purchased shall be registered in the name of the county and shall, at the direction of the county, be delivered to the Registrar for cancellation (and canceled by the Registrar) or delivered to the Tender Agent for the account of the county and remarketed.

H. **Credit Facilities and Liquidity Facilities.**

1. **Credit Facilities**.

a. **Delivery of a Credit Enhancement**. The county may, at its sole option, maintain or deliver a Credit Enhancement or otherwise make funds available to

the Registrar pursuant to a Credit Enhancement to provide for the payment of principal of and interest on one or more series of the Bonds or portions thereof. Any Credit Enhancement that secures payment of one or more series of Daily Rate Bonds, Weekly Rate Bonds or Short-Term Rate Bonds shall be equal to the Required Stated Amount with a term of not less than 360 days after the Credit Facility Date. In each case where a Credit Enhancement is to be delivered to the Registrar (including the delivery of a new Credit Enhancement in substitution for an existing Credit Enhancement), the Credit Enhancement shall become effective only if the Bonds to be secured thereby have been successfully purchased and remarketed on the Purchase Date. Upon delivery of a Credit Enhancement, together with the Supporting Credit Facility Documents described below, the Registrar shall accept the Credit Enhancement and, upon such acceptance, the Credit Enhancement shall be the Credit Enhancement and the issuer of the Credit Enhancement shall be the Credit Provider for all purposes hereof.

b. **Mandatory Tender for Purchase of Bonds in Connection with Delivery of a Credit Enhancement**. If a Credit Enhancement is delivered and accepted, the Bonds to be secured thereby shall be subject to mandatory tender for purchase on the Credit Facility Date.

c. **Notice of Delivery of Credit Enhancement; Conditional Mandatory Tender for Purchase of Bonds**. The county shall give Electronic Notice of the proposed delivery of a Credit Enhancement and the proposed Credit Facility Date to the Registrar, the Tender Agent, the Remarketing Agent, the Credit Provider, if any, and the Liquidity Provider, if any, not less than five days (or such shorter period as shall be acceptable to the applicable parties) prior to the date on which the Registrar is required to

provide notice to the Registered Owners. The Registrar shall give Electronic Notice, confirmed by first class mail, of the proposed delivery of a Credit Enhancement and the proposed Credit Facility Date to each Registered Owner not less than 15 days prior to the proposed Credit Facility Date at their addresses as they appear on the Bond Register as of the date of notice of the proposed delivery of a Credit Enhancement is received by the Registrar from the county. The notice shall include the information required for a mandatory tender for purchase specified in Section F.4. of this motion. The notice shall also state that the mandatory tender for purchase will not occur if, on or prior to the proposed Credit Facility Date, the Tender Agent does not receive the Credit Enhancement, together with the Supporting Credit Facility Documents. If, because the conditions to the mandatory tender for purchase are not satisfied, no mandatory tender for purchase occurs on the proposed Credit Facility Date, (1) the Tender Agent give notice thereof to the Registrar; (2) the Registrar shall give Electronic Notice thereof, confirmed by first class mail, to the Registered Owners at their addresses as they appear on the Bond Register as of the date of such notice; and (3) the Tender Agent shall return to the Registered Owners any Bonds tendered to the Tender Agent in connection with such mandatory tender for purchase.

d. **Expiration and Termination**. The county may elect at any time, in accordance with the terms of a Credit Enhancement or related Credit Facility Agreement (1) to permit the Credit Enhancement to expire without delivering a substitute Credit Enhancement; or (2) to terminate the Credit Enhancement prior to its Expiration Date.

e. **Supporting Credit Facility Documents**. In connection with the delivery of a Credit Enhancement after the Closing Date, the county shall deliver, or shall cause to be delivered, the following documents ("the Supporting Credit Facility Documents"):

(1) written consent of the Liquidity Provider, if any, if the Liquidity Provider is a separate entity from the Credit Provider;

(2) written evidence from each Rating Agency of the rating to be assigned by the Rating Agency to the Bonds following the delivery of the Credit Enhancement;

(3) a written opinion of counsel to the Credit Provider, addressed to the Registrar and the Tender Agent, to the effect that the Credit Enhancement is the legal, valid and binding obligation of the Credit Provider, enforceable against the Credit Provider in accordance with its terms (subject to customary exceptions relating to bankruptcy, insolvency and rights of creditors generally and to specific performance and equitable remedies);

(4) an opinion of Bond Counsel to the effect that the delivery of the Credit Enhancement will not, in and of itself, cause interest on the Bonds to be secured thereby to be includable in gross income for federal income tax purposes; and

(5) if applicable, the written acknowledgment of the Credit Provider of the Credit Enhancement then in effect that all conditions precedent to termination of the Credit Enhancement then in effect that are set forth in the Credit Enhancement then in effect or in any related Credit Facility Agreement have been

fulfilled (or provision satisfactory to the Credit Provider has been made for such fulfillment).

f. The Registrar shall hold and maintain each Credit Enhancement for the benefit of the Registered Owners of Bonds secured thereby until the Credit Enhancement expires in accordance with its terms, is earlier terminated by the county or is replaced by a substitute Credit Enhancement. Subject to the provisions hereof, the Registrar shall enforce all terms, covenants and conditions of each Credit Enhancement, including payment when due of any draws on the Credit Enhancement and the provisions relating to the payment of draws on, and reinstatement of amounts that may be drawn on, the Credit Enhancement, and will not consent to, agree to or permit any amendment or modification of the Credit Enhancement that would materially adversely affect the rights or security of the Registered Owners of the Bonds secured thereby. The Registrar shall be entitled to rely on a written opinion of counsel or an officer's certificate as to whether an amendment or modification of the Credit Enhancement would materially adversely affect the rights or security of the Registered Owners secured thereby. If at any time during the term of a Credit Enhancement any successor Registrar is appointed and qualified hereunder, the resigning or removed Registrar shall request that the Credit Provider transfer the Credit Enhancement to the successor Registrar. If the resigning or removed Registrar fails to make this request, the successor Registrar shall do so and shall delay accepting appointment hereunder until the Credit Provider assents to such request. When a Credit Enhancement expires in accordance with its terms, is terminated by the county or is replaced by a substitute Credit Enhancement, the Registrar shall immediately surrender the Credit Enhancement to the Credit Provider; provided, that the Registrar

shall not surrender the Credit Enhancement until all draws permitted on the Credit Enhancement in accordance with its terms that are required hereby have been funded.

g. The Registrar shall not terminate or reduce the amount available under a Credit Enhancement except by reason of (1) the redemption, cancellation and/or defeasance of Bonds secured thereby; (2) the Conversion of Bonds secured thereby to an Interest Rate Mode that is not covered by the Credit Enhancement; or (3) a substitute Credit Enhancement is delivered and becomes effective.

h. While a Credit Enhancement is in effect, the Registrar shall draw on the Credit Enhancement in accordance with its terms so as to receive thereunder not later than 1:00 p.m., New York City time, on each Interest Payment Date and principal payment date, an amount, in immediately available funds, equal to the amount of interest and principal payable on the Bonds secured thereby on the Interest Payment Date and principal payment date. If the Credit Provider fails to fund a conforming draw on the Credit Enhancement, the Registrar shall promptly notify the county, demand payment by the county, and pay when due the amount of interest and principal payable on the Bonds secured thereby on the Interest Payment Date and principal payment date from amounts on deposit in the Junior Lien Bond Fund in accordance with the terms hereof. Proceeds of draws on the Credit Enhancement shall be deposited in the Credit Facility Fund and shall be applied to pay principal of and interest on the Bonds secured thereby prior to the application of any other funds held by the Registrar therefor. Notwithstanding the foregoing, (1) if the Credit Provider and the Liquidity Provider are the same entity, the Registrar shall not draw on the Credit Enhancement to make any payments on Bank

Bonds; and (2) in no event shall the Registrar draw on the Credit Enhancement to make any payments on Bonds held by the county.

i. While a Credit Enhancement is in effect, the Registrar shall establish, maintain and hold in trust a special fund designated as the "Credit Facility Fund" for the benefit of the Registered Owners of Bonds secured thereby. The Registrar shall deposit in the Credit Facility Fund all money from draws on the Credit Enhancement for the purpose of paying when due the principal of and interest on Bonds secured thereby. Money in the Credit Facility Fund shall be held uninvested, separate and apart from all other funds and accounts and shall not be commingled with any other money. Money in the Credit Facility Fund shall be withdrawn by the Registrar from the Credit Facility Fund and applied to the payment of the principal of and interest on Bonds secured thereby on each Interest Payment Date and principal payment date.

j. Whenever the consent of the Registered Owners is required, the consent of each Credit Provider shall also be required unless otherwise expressly provided herein. Each Credit Provider shall be deemed to be the Registered Owner of all Bonds secured by the Credit Enhancement for purposes of granting consent.

k. All provisions herein relating to the rights of each Credit Provider shall be of no force and effect if (1) there is no Credit Enhancement in effect and all amounts payable to the Credit Provider under the Credit Enhancement or any related Credit Facility Agreement have been satisfied; or (2) a Credit Provider Failure has occurred and is continuing.

2. **Liquidity Facilities**.

a. **Delivery of a Liquidity Facility**. The county may, in its sole option, maintain or deliver a Liquidity Facility or otherwise make funds available to the Tender Agent pursuant to a Liquidity Facility to provide for the purchase of one or more series of the Bonds upon their optional tender for purchase or mandatory tender for purchase. Any Liquidity Facility that secures payment of the Purchase Price of one or more series of Daily Rate Bonds, Weekly Rate Bonds or Short-Term Rate Bonds shall be in an amount equal to the Required Stated Amount with a term of not less than 360 days after the Liquidity Facility Date. In each case where a Liquidity Facility is to be delivered to the Tender Agent (including the delivery of a new Liquidity Facility in substitution for an existing Liquidity Facility), the Liquidity Facility shall become effective only if the Bonds to be secured thereby have been successfully purchased and remarketed on the Purchase Date. Upon delivery of a Liquidity Facility, together with the Supporting Liquidity Facility Documents described below, the Tender Agent shall accept the Liquidity Facility and, upon such acceptance, the Liquidity Facility shall be the Liquidity Facility and the issuer of the Liquidity Facility shall be the Liquidity Provider for all purposes hereof.

b. **Mandatory Tender for Purchase of Bonds in Connection with Delivery of a Liquidity Facility**. If a Liquidity Facility is delivered and accepted, the Bonds to be secured thereby shall be subject to mandatory tender for purchase on the Liquidity Facility Date. If an existing Liquidity Facility is in effect on the Liquidity Facility Date, funds for the purchase of the Bonds tendered on the Liquidity Facility Date shall be made available in accordance with the terms of the Liquidity Facility then in

effect and not the substitute Liquidity Facility to be delivered on the Liquidity Facility Date.

c. **Notice of Delivery of a Liquidity Facility, Conditional Mandatory Tender of Bonds**. The county shall give Electronic Notice of the proposed delivery of a Liquidity Facility and the proposed Liquidity Facility Date to the Registrar, the Tender Agent, the Remarketing Agent, the Credit Provider, if any, and the Liquidity Provider, if any, not less than five days (or such shorter period as shall be acceptable to the applicable parties) prior to the date on which the Registrar is required to provide notice to the Registered Owners. The Registrar shall give Electronic Notice, confirmed by first class mail, of the proposed delivery of a Liquidity Facility and the proposed Liquidity Facility Date to each Registered Owner not less than 15 days prior to the proposed Liquidity Facility Date at their addresses as they appear on the Bond Register as of the date of notice of the proposed delivery of a Liquidity Facility is received by the Registrar from the county. The notice shall include the information required for a mandatory tender for purchase specified in Section F.4. of this motion. The notice shall also state that the mandatory tender for purchase will not occur if, on or prior to the proposed Liquidity Facility Date, the Tender Agent does not receive the Liquidity Facility, together with the Supporting Liquidity Facility Documents. If, because the conditions to the mandatory tender for purchase are not satisfied, no mandatory tender for purchase occurs on the proposed Liquidity Facility Date, (1) the Tender Agent give notice thereof to the Registrar; (2) the Registrar shall give Electronic Notice thereof, confirmed by first class mail, to the Registered Owners at their addresses as they appear on the Bond Register as of the date of such notice; and (3) the Tender Agent shall return

to the Registered Owners any Bonds tendered to the Tender Agent in connection with such mandatory tender for purchase.

d. **Expiration and Termination**. The county may elect at any time, in accordance with the terms of a Liquidity Facility or related Liquidity Facility Agreement, (1) to permit the Liquidity Facility to expire without delivering a substitute Liquidity Facility; or (2) to terminate the Liquidity Facility prior to its Expiration Date.

e. **Supporting Liquidity Facility Documents**. In connection with the delivery of a Liquidity Facility after the Closing Date, the county shall deliver, or shall cause to be delivered, the following documents ("the Supporting Liquidity Facility Documents"):

(1) written evidence from each Rating Agency of the rating to be assigned by the Rating Agency to the Bonds following the delivery of the Liquidity Facility;

(2) a written opinion of counsel to the Liquidity Provider, addressed to the Registrar and the Tender Agent, to the effect that the Liquidity Facility is the legal, valid and binding obligation of the Liquidity Provider, enforceable against the Liquidity Provider in accordance with its terms (subject to customary exceptions relating to bankruptcy, insolvency and rights of creditors generally and to specific performance and equitable remedies);

(3) an opinion of Bond Counsel to the effect that the delivery of the Liquidity Facility will not, in and of itself, cause interest on the Bonds to be secured thereby to be includable in gross income for federal income tax purposes; and

(4) if applicable, the written acknowledgment of the Liquidity Provider of the Liquidity Facility then in effect that all conditions precedent to termination of the Liquidity Facility then in effect that are set forth in the Liquidity Facility then in effect or in any related Liquidity Facility Agreement have been fulfilled (or provision satisfactory to the Liquidity Provider has been made for such fulfillment).

f. The Tender Agent shall not terminate or reduce the amount available under a Liquidity Facility except by reason of (1) the redemption, cancellation and/or defeasance of Bonds secured thereby; (2) the Conversion of Bonds secured thereby to an Interest Rate Mode that is not covered by the Liquidity Facility; or (3) a substitute Liquidity Facility is delivered and becomes effective.

I. **Required Liquidity Payments and Optional Liquidity Payments.**

1. **Required Liquidity Payments**. The county shall duly and punctually pay or cause to be paid to the Tender Agent, for deposit in the County Purchase Account of the Purchase Fund, as and when due, and in the amounts required to provide money for the payment of the Purchase Price of Bonds tendered or deemed tendered for purchase and not remarketed pursuant to the terms hereof on the following Purchase Dates:

a. each Purchase Date for Daily Rate Bonds if a Liquidity Facility is not in effect;

b. each Purchase Date for Weekly Rate Bonds if a Liquidity Facility is not in effect;

c. each Purchase Date for Direct Purchase Rate Bonds designated as such in the Direct Purchase Agreement;

d. each Short-Term Rate Mandatory Purchase Date if a Liquidity Facility is not in effect with respect to such Short-Term Rate Bonds; and

e. each Long-Term Rate Mandatory Purchase Date if a Liquidity Facility is not in effect.

Collectively, subsection 1.a. through e. of this section are referred to as the "Required Liquidity Payments."

2. **Optional Liquidity Payments**. The county may elect, in its discretion, to pay or cause to be paid to the Tender Agent, for deposit in the County Purchase Account of the Purchase Fund, the amounts required to provide money for the payment of the Purchase Price of Bonds tendered or deemed tendered for purchase and not remarketed pursuant to the terms hereof on any Purchase Date other than a Purchase Date on which the county is required to make a Required Liquidity Payment. Each such payment is referred to as an "Optional Liquidity Payment."

3. The failure of the county to make a Required Liquidity Payment as and when due shall constitute a default. The failure of the county to make an Optional Liquidity Payment as and when needed shall not constitute a default.

J. **Rescission of Motion 14459**. Motion 14459 is rescinded.

K. **Authorization of Bonds**. The issuance of the Bonds, designated as the county's Junior Lien Sewer Revenue Bonds, Series 2015A, in the aggregate principal amount of $50,000,000, and Junior Lien Sewer Revenue Bonds, Series 2015B, in the aggregate principal amount of $50,000,000, as Junior Lien Obligations, to pay all or a portion of the principal of and interest on the Commercial Paper Notes and to pay the costs of issuing the Bonds, and the other terms and conditions thereof set forth in the

official notice of sale of the Bonds dated November 6, 2015, are hereby ratified and confirmed.

The Bonds are dated their date of issue and delivery and are in the form attached as Attachment B to this motion. The Bonds are issued as Tax-Exempt Bonds. The Bonds shall conform in all respects to the terms and conditions specified in the Bond Ordinance and this motion.

L. **Satisfaction of Parity Conditions**. In accordance with the provisions of the ordinances authorizing the issuance of the currently outstanding obligations of the System, which permit the issuance of Junior Lien Obligations upon compliance with the conditions set forth therein, the council finds and determines, as follows:

1. The Bonds are issued for a lawful purpose of the county related to the System.

2. There is no default in the payment of the principal of or interest on any Parity Bonds, Parity Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, the Public Works Trust Fund Loans or the SRF Loans.

3. The county had on file on the Closing Date a certificate of the Finance Director showing that Net Revenue in 12 consecutive months out of the most recent 18 months preceding the Closing Date, based on financial statements of the System prepared by the county and after deducting therefrom the Senior Lien Payments required in each calendar year during the life of the Bonds, was at least equal to 1.10 times the Annual Debt Service for the Bonds and all then outstanding Junior Lien Obligations in each year during the life of the Bonds.

The applicable conditions for the issuance of Junior Lien Obligations having been complied with in connection with the issuance of the Bonds, the pledge contained in the Bond Ordinance of Revenue of the System to pay and secure the payment of the Bonds constitutes a lien and charge on Revenue of the System equal in rank with the lien and charge on the Revenue of the System to pay and secure the payment of the Outstanding Junior Lien Obligations.

M. **Designation as Refunding Candidates**. The Bonds are designated as "Refunding Candidates" for purposes of Ordinance 18116.

N. **Continuing Disclosure Undertaking**. In accordance with Section 25 of the Bond Ordinance, the county has entered into an undertaking for continuing disclosure for the Bonds in substantially the form described in the Official Statement for the Bonds.

O. **Further Authority**. The county officials and their agents, attorneys and representatives are hereby authorized and directed to do everything necessary for the remarketing of the Bonds in accordance with the provisions of the Bond Ordinance and this motion.

P. **Application**. This motion applies November 16, 2016, and thereafter.

Q. **Severability**. If any provision in this motion is declared by any court of competent jurisdiction to be contrary to law, then that provision shall be null and void

and shall be deemed separable from the remaining provisions of this motion and shall in no way affect the validity of the other provisions of this motion or of the Bonds.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

J. Joseph McDermott, Chair

ATTEST:

_____

Melani Pedroza, Acting Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Dow Constantine, County Executive

Attachments: A. Continuing Covenant Agreement, B. Junior Lien Sewer Revenue Bond, Series 2015 [A]/[B]

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CONTINUING COVENANT AGREEMENT

dated as of November ___, 2016,

between

KING COUNTY, WASHINGTON,

and

STATE STREET PUBLIC LENDING CORPORATION

relating to:

$100,000,000
King County, Washington
Junior Lien Variable Rate Demand Sewer Revenue Bonds,
Series 2015A and 2015B

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EXHIBIT A – FORM OF COMPLIANCE CERTIFICATE

EXHIBIT B – FORM OF INVESTOR LETTER

EXHIBIT C – FORM OF DISCLOSURE OF COUNTY CREDIT FACILITIES

SCHEDULE I – ADDRESSES

CONTINUING COVENANT AGREEMENT

This CONTINUING COVENANT AGREEMENT dated as of November ___, 2016 (as amended, modified or restated from time to time, this "*Agreement*"), by and between KING COUNTY, WASHINGTON, a political subdivision of the State of Washington (the "*County*") and STATE STREET PUBLIC LENDING CORPORATION.

RECITALS

WHEREAS, the County has issued its King County, Washington Junior Lien Variable Rate Demand Sewer Revenue Bonds, Series 2015A and Series 2015B (collectively, the "*Bonds*") pursuant to that certain Ordinance 18141 passed by the County Council on October 26, 2015 (as amended, modified or restated from time to time in accordance with the provisions thereof and hereof, and together with Motion _____ passed by the County Council on _____, 2016, the "*Ordinance*") and

WHEREAS, the Purchaser (as hereinafter defined) has agreed to purchase the Bonds, and as a condition to such purchase, the Purchaser has required the County to enter into this Agreement.

NOW, THEREFORE, to induce the Purchaser to purchase the Bonds, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the County and the Purchaser hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 Defined Terms. In addition to the terms defined in the recitals and elsewhere in this Agreement and the Ordinance, the following terms shall have the meanings set forth below:

"Act" means the comprehensive plan for metropolitan water pollution abatement under the authority of chapters 36.35 and 35.58 of the Revised Code of Washington.

"Affiliate" of any Person means any other Person directly or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract or otherwise.

"*Alternate Base Rate*" means a fluctuating rate of interest per annum equal to the highest of (i) the Prime Rate plus one hundred basis points (1.0%), (ii) the Federal Funds Rate plus two hundred basis points (2.0%), or (iii) six hundred and fifty basis points (6.50%). Each change in

the Alternate Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate or the Federal Funds Rate, as the case may be.

"Agreement" shall have the meaning set forth in the introductory paragraph hereof.

"Amortization End Date" means the earlier to occur of (i) the third (3rd) anniversary of the Mandatory Tender Date, (ii) the date on which the interest rate on all the Bonds has been converted to an interest rate other than the Direct Purchase Rate applicable during the Direct Purchase Rate Period, (iii) the date on which all Bonds are redeemed, repaid, prepaid or cancelled in accordance with the terms of the Ordinance, or (iv) the date on which all of the Bonds are remarketed to a purchaser of the Bonds other than the Purchaser.

"Amortization Payment" has the meaning set forth in Section 2.02(b) hereof.

"Amortization Payment Date" means, with respect to any Bonds, (a) the Initial Amortization Payment Date and each first Business Day of each sixth month thereafter occurring prior to the Amortization End Date, and (b) the Amortization End Date.

"Amortization Period" has the meaning set forth in Section 2.02(b) hereof.

"*Anti-Terrorism Laws*" has the meaning set forth in Section 5.01(x) hereof.

"*Authorized Denomination*" means $250,000 and any integral multiple of $5,000 in excess thereof.

"Bankruptcy Code" means the Bankruptcy Code, 11 U.S.C. § 101, et seq., as amended.

"Bank Agreement" means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertakes to make or provide funds to make payment of, or to purchase or provide credit enhancement for bonds or notes of the County secured by or payable from Revenue of the System on a parity with or subordinate to the Bonds.

"Bond Counsel" means Foster Pepper PLLC, or any other firm of attorneys nationally recognized on the subject of tax-exempt municipal finance selected by the County.

"*Bond Obligations*" means all amounts payable by the County, and all other obligations to be performed by the County pursuant to this Agreement and the other Related Documents.

"Bondholder" means the Purchaser and each Purchaser Transferee or Non-Purchaser Transferee pursuant to Section 8.06 hereof so long as such Purchaser Transferee or Non-Purchaser Transferee is an owner of Bonds, or, with respect to Sections 2.04, 8.04 and 8.05 hereof and Article III hereof, was a Bondholder during the relevant period of time.

"Bonds" shall have the meaning set forth in the recitals hereof.

"Business Day" means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in New York, New York, Boston, Massachusetts or the state where the principal corporate office of the Registrar is located are authorized by law to close, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed or (c) a day on which the principal offices of the of the Calculation Agent and the Purchaser are closed.

"Calculation Agent" means State Street Public Lending Corporation, together with any successor or assignee approved by the County and the Purchaser in writing.

"Change in Law" means the occurrence, after the Effective Date, of any of the following: (i) the adoption or taking effect of any law, rule, regulation or treaty, (ii) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (iii) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III or any successor Basel accord, shall in each case be deemed to be a *"Change in Law,"* regardless of the date enacted, adopted or issued.

"Code" means the Internal Revenue Code of 1986, as amended, and the final, temporary or proposed regulations, rulings and proclamations promulgated thereunder.

"Compliance Certificate" means a certificate substantially in the form of Exhibit A hereto.

"*Computation Date*" means the second London banking day preceding the Effective Date and each Reset Date thereafter.

"*Controlled Group*" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the County, are treated as a single employer under Section 414 of the Code.

"*County*" has the meaning set forth in the introductory paragraph hereof.

"County Representative" means any person authorized from time to time in writing by the County, or its successors and assigns, to perform a designated act or execute a designated document.

"Default Rate" means, for any day, a rate of interest per annum equal to the sum of the Alternate Base Rate in effect on such day plus three percent (3.0%).

"Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the County files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(ii) on the date on which a Bondholder or any former Bondholder notifies the County that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, on or prior to that date such firm of attorneys shall have withdrawn such opinion in full as to such conclusion, or such other nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance shall have issued an opinion to the effect that an Event of Taxability has not occurred, or any present or former Bondholder or the County shall have received a ruling or determination letter issued to or on behalf of the County by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability has not occurred;

(iii) on the date when the County shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the County, or upon any review or audit of the County or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the County shall receive notice from a Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Bondholder or such former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the County has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however,* that upon demand from a Bondholder, the Purchaser or former Bondholder, the County shall promptly reimburse such Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Bondholder (or former Bondholder) shall be obligated to make as a result of the Determination of Taxability.

"Direct Purchase Applicable Spread" means, initially, 48 basis points (0.48%), and upon the effective date of any rating action announced by the applicable Rating Agency that results in

a change in the lowest long-term unenhanced rating assigned to publicly-offered Junior Lien Obligations, shall be as follows:

A1/A+ and above	48 basis points (0.48%)
A2/A	58 basis points (0.58%)
A3/A-	73 basis points (0.73%)
Baa1/BBB+	98 basis points (0.98%)
Baa2/BBB	123 basis points (1.23%)

In the event of the adoption of any new or changed rating system, each of the ratings referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The Applicable Spread shall be adjusted cumulatively according to the schedule above for any rating downgrade. As provided in Section 2.03, upon the occurrence and during the continuance of any rating downgrade, suspension, withdrawal, or cancellation under Section 7.01(xi) that constitutes an Event of Default, the Bond Obligations shall bear interest at the Default Rate.

"Direct Purchase Rate" means an interest rate determined on each Computation Date equal to the product of (i) the sum of (A) the product of the LIBOR Index multiplied by 70% plus (B) the Direct Purchase Applicable Spread, multiplied by (ii) the Margin Rate Factor.

"Direct Purchase Rate Period" means the period from the Effective Date to November 15, 2019, as such period may be extended in accordance with the provisions of this Agreement.

"*Dollars*", "*US$*", "*$*" and "*U.S. Dollars*" means the lawful currency of the United States of America.

"DTC" means The Depository Trust Company.

"Effective Date" means November 15, 2016, subject to the satisfaction or waiver by the Purchaser of the conditions precedent set forth in Article IV hereof.

"Environmental Laws" means all applicable federal, state, local and foreign laws, statutes, ordinances, codes, rules, standards and regulations, now or hereafter in effect, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative order, consent decree, order or judgment, imposing liability or standards of conduct for or relating to the regulation and protection of human health, safety, the environment and natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation). "*Environmental Laws*" include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) ("*CERCLA*"); the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §§ 5101 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); the Toxic Substance Control Act (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (42 U.S.C.

§§ 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.); and the Safe Drinking Water Act (42 U.S.C. §§ 300(f) et seq.), and any and all regulations promulgated thereunder, and all analogous state, local and foreign counterparts or equivalents and any transfer of ownership notification or approval statutes.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"Event of Default" with respect to this Agreement shall have the meaning set forth in Section 7.01 of this Agreement and, with respect to any Related Document, shall have the meaning set forth therein.

"Event of Taxability" means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the County, or the failure to take any action by the County, or the making by the County of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of a Bondholder or any former Bondholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of such Bondholder or such former Bondholder for federal income tax purposes with respect to the Bonds.

"Excess Interest Amount" shall have the meaning set forth in Section 2.05 hereof.

"Executive Order" has the meaning set forth in Section 5.01(x) hereof.

"Federal Funds Rate" means, for any day, the rate of interest per annum as determined by the Purchaser at which overnight Federal Funds are offered to the Purchaser for such day by major banks in the interbank market, with any change in such rate to become effective as to the County on the date of any change in such rate. Each determination of the Federal Funds Rate by the Purchaser shall be deemed conclusive and binding on the County absent manifest error.

"Fiscal Year" means the twelve month period from January 1 through the following December 31.

"Fitch" means Fitch Ratings, its successors and assigns.

"FRB" means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time as applicable to State of Washington municipalities, applied by the County on a basis consistent with the County's most recent financial statements.

"Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, tribunal, agency, bureau, court or entity (including the Federal Deposit Insurance Corporation or the FRB, any central bank or any comparable authority), or any arbitrator with authority to bind any of the parties to this Agreement at law.

"Governmental Authorization" means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

"Guarantee" means the legal obligation to pay the Indebtedness or satisfy the liabilities of another Person, whether such guarantee is of payment or of performance.

"Indebtedness" of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under capital leases, (e) all Indebtedness of others secured by a lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person, (f) all Guarantees by such Person of Indebtedness of other Persons and (g) all obligations of such Person under any Swap Agreement.

"Initial Amortization Payment Date" means the first Business Day of the sixth (6th) full calendar month following the Mandatory Tender Date.

"Interest Payment Date" means (i) the first Business Day of each calendar month and (ii) any date on which all of the Bonds are redeemed.

"Investment Policy" means the investment policy of the County delivered to the Purchaser, pursuant to Section 4.01(a)(iii) hereof.

"Investor Letter" means an investor letter substantially in the form of Exhibit B hereto.

"Junior Lien Obligations" has the meaning set forth in the Ordinance.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lien" means any mortgage, lien, security interest, pledge, charge or encumbrance of any kind in respect of any Property, including the interests of a vendor or lessor under any conditional sale, capital lease or other title retention arrangement.

"Mandatory Tender Date" means the last day of the Direct Purchase Rate Period, a Purchase Date on which the Bonds are subject to mandatory tender for purchase pursuant to Section F.4 of the Motion.

"Mandatory Tender Purchase Price" means an amount equal to 100% of the principal amount of the Bonds subject to mandatory tender for purchase on the Mandatory Tender Date and accrued interest thereon, if applicable.

"Margin Rate Factor" means the greater of (i) 1.0 and (ii) the product of (A) one minus the Maximum Corporate Tax Rate multiplied by (B) 1.53846. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Corporate Tax Rate resulting in such change.

"Margin Stock" shall have the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

"Material Adverse Effect" means, as to the County, (A) any material adverse change in or effect on (i) the ability of the County to issue the Bonds or otherwise consummate the transactions contemplated by this Agreement or the Ordinance, (ii) the ability of the County to perform any of its obligations under the Bonds, this Agreement or the Ordinance, taken as a whole, or (iii) the legality, validity, binding effect or enforceability against the County of the Bonds, this Agreement or the Ordinance, or (B) any material reduction in the Revenue of the System from the most recently delivered annual audited financial statements of the System.

"Maximum Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser).

"Maximum Interest Rate" means the maximum rate of interest on the relevant obligation permitted by applicable law.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns.

"*Motion*" means that certain Motion _____ passed by the County Council on _____, 2016, with respect to the Bonds.

"Multi-Modal LTGO/Sewer Revenue Bonds" has the meaning set forth in the Ordinance.

"1933 Act" has the meaning set forth in Section 8.06(b) hereof.

"*Net Revenue*" has the meaning set forth in the Ordinance.

"Non-Purchaser Transferee" shall have the meaning set forth in Section 8.06(c) hereof.

"OFAC" has the meaning set forth in Section 5.01(x) hereof.

"Ordinance" has the meaning set forth in the recitals hereof.

"Other Taxes" shall have the meaning set forth in Section 3.01(a) hereof.

"Parity Bond Ordinance" means, collectively, each ordinance of the County authorizing the issuance of Parity Bonds.

"Parity Bonds" has the meaning set forth in the Ordinance.

"Parity Lien Obligations" has the meaning set forth in the Ordinance.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or a political subdivision or an agency or instrumentality thereof.

"Plan" means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code as to which the County or a member of the Controlled Group may have any liability.

"Potential Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

"Prime Rate" means the rate of interest per annum from time to time announced by the Purchaser as its prime rate (which is not intended to be the lowest rate of interest charged by the Purchaser in connection with the extension of credit to its customers). Each change in the Prime Rate shall take effect at the time of such change in such prime rate. Each determination of the Prime Rate by the Purchaser will be conclusive and binding on the County absent manifest error.

"Property" means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired.

"Purchase Price" shall have the meaning set forth in Section 2.01(a) hereof.

"Purchaser" means, initially, State Street Public Lending Corporation, a wholly-owned subsidiary of State Street Bank and Trust Company, and its successors and assigns, and upon the receipt from time to time by the County of a notice described in Section 8.06(a) from time to time means the Person designated in such notice as the Purchaser, as more fully provided in Section 8.06(a) hereof.

"Purchaser Rate" means a fluctuating interest rate per annum which, for each day, shall equal (i) for the period from and including the Mandatory Tender Date to and including the thirtieth (30th) day immediately succeeding the Mandatory Tender Date, the Alternate Base Rate from time to time in effect, (ii) from the period from and including the thirty-first (31st) day immediately succeeding the Mandatory Tender Date to and including the ninetieth (90th) day immediately succeeding the Mandatory Tender Date, the Alternate Base Rate from time to time in effect plus one percent (1.0%), and (iii) from the period from and including the ninety-first (91st) day immediately succeeding the Mandatory Tender Date and thereafter, the Alternate Base Rate from time to time in effect plus two percent (2.0%); *provided that* if an Event of Default has occurred and is continuing, the Purchaser Rate shall equal the Default Rate.

"Purchaser Transferee" shall have the meaning set forth in Section 8.06(b) hereof.

"Rating Agency" means any of Fitch, Moody's or S&P, as applicable.

"Rating Documentation" shall have the meaning set forth in Section 4.01(d)(iv) hereof.

"Registrar" means the Registrar appointed pursuant to the terms of the Ordinance and each successor thereto appointed in accordance with the terms of the Ordinance and this Agreement.

"Related Documents" means this Agreement, the Ordinance, the Tax Certificate, the Bonds, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

"Revenue of the System" has the meaning set forth in the Ordinance.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"*Reset Date*" means the first Business Day of each month.

"S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, its successors and assigns.

"State" means the State of Washington.

"Subordinate Lien Obligations" has the meaning set forth in the Ordinance.

"Swap Agreement" means (i) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (ii) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"System" has the meaning set forth in the Ordinance.

"Tax Certificate" means the federal tax certificate dated as of the Effective Date and executed by the County, with respect to the Bonds, as the same may be amended or supplemented in accordance with its terms.

"Taxable Date" means the date on which interest on the Bonds is first includable in gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as a result of an Event of Taxability as such date is established pursuant to a Determination of Taxability.

"Taxable Period" shall have the meaning set forth in Section 2.04 hereof.

"Taxable Rate" means, with respect to a Taxable Period, the product of (i) the interest rate on the Bonds during such period and (ii) 1.54.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

"Unremarketed Bonds" means Bonds with respect to which the Purchaser has not received payment of the Mandatory Tender Purchase Price, if any, on the Mandatory Tender Date.

Section 1.02 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

Section 1.03 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, the singular includes the plural and the part includes the whole and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "including" has the meaning "including, but not limited to." The section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Agreement unless otherwise specified.

Section 1.04 Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP.

Section 1.05 Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference.

(a) Nothing in this Agreement shall be deemed to amend or relieve the County of its obligations under any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the County to take certain actions, or not to take certain actions, with regard, for example, to permitted liens, incurrence of Indebtedness, transfers of assets, maintenance of financial ratios and similar matters, the County nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in Section 1.05(c) hereof, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific sections of any Related Document shall be deemed to incorporate such sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Related Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Bond Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such sections which would materially and adversely affect the Purchaser shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

(d) The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

(e) Any capitalized terms used herein which are not specifically defined herein shall have the same meanings herein as set forth in the Ordinance. Any terms defined herein by reference to the Ordinance or any requirement that an action be taken in accordance with any Related Document shall refer to such documents as in effect on the date of issuance of the Bonds unless the Purchaser has agreed in writing to any applicable amendment which would materially and adversely affect the Purchaser.

(f) All references in this Agreement to times of day shall be references to New York City time.

ARTICLE II

PURCHASE OF BONDS AND THE COUNTY'S OBLIGATIONS

Section 2.01 Purchase of Bonds.

(a) *Purchase Price.* Upon the satisfaction of the conditions set forth in Article IV hereof and based on the representations, warranties and covenants of the County set forth herein, the Purchaser hereby agrees to purchase, and the County hereby agrees to cause to be sold to the Purchaser, all, but not less than all, of the Bonds at the purchase price of $100,000,000 representing the aggregate principal amount of the Bonds (the *"Purchase Price"*).

(b) *Closing*. On the Effective Date, the County shall deliver or cause to be delivered to the Purchaser, the documents described in and otherwise satisfy the conditions described in Article IV hereof. Upon the satisfaction of such conditions, the Purchaser will pay the Purchase Price for the Bonds in immediately available federal funds payable to the County. One fully registered Bond for each series of the Bonds, in the aggregate principal amount equal to the Purchase Price, shall be issued to and registered in the name of the Purchaser, or as otherwise directed by the Purchaser. The Bonds shall be so issued and registered to and held by the Purchaser, or as otherwise directed by the Purchaser.

Section 2.02 Payment Obligations. (a) The County hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Bondholders under the Related Documents and to pay any other Bond Obligations owing to the Bondholders pursuant to the Related Documents, whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Related Documents and under such Bond Obligations.

(b) In the event the Purchaser has not received the Mandatory Tender Purchase Price on the Mandatory Tender Date, the County shall cause the Unremarketed Bonds to be purchased or redeemed on the Mandatory Tender Date; *provided that*, if the County is required to cause Unremarketed Bonds to be purchased or redeemed as set forth above and (i) no Potential Default or Event of Default shall have occurred and be continuing and (ii) the representations and warranties set forth in Article V shall be true and correct on the Mandatory Tender Date, then the County shall cause the principal amount of such Bonds to be purchased or redeemed in installments payable not later than each Amortization Payment Date (each such payment, an

"*Amortization Payment*"), with the final installment in an amount equal to the entire then-outstanding principal amount of such Bonds to be purchased or redeemed not later than the Amortization End Date (the period commencing on the Mandatory Tender Date and ending on the Amortization End Date is herein referred to as the "*Amortization Period*"). Each Amortization Payment shall be not less than that amount of principal which, calculated as of the Mandatory Tender Date, will result in equal (as nearly as possible) aggregate Amortization Payments over the Amortization Period, or if less, the then-outstanding principal amount of such Bonds to be purchased or redeemed. During the Amortization Period, interest on Unremarketed Bonds shall accrue at the Purchaser Rate and be payable monthly in arrears on the first Business Day of each calendar month.

(c) The County shall pay within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all costs and expenses of the Purchaser in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights and remedies under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith;

(ii) a fee for each amendment to this Agreement or any other Related Document or any consent or waiver by the Purchaser with respect to any Related Document, in each case, in a minimum amount equal to $5,000, plus the reasonable fees and expenses of counsel to the Purchaser;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with advising the Purchaser as to its rights, remedies and obligations under this Agreement and the other Related Documents as a result of the occurrence of, or in connection with, an Event of Default or Potential Default, or in connection with responding to requests from the County for approvals, consents and waivers; and

(iv) any amounts advanced by or on behalf of the Purchaser to the extent required to cure any Potential Default, Event of Default or event of nonperformance by the County hereunder or under any Related Document, together with interest at the Default Rate.

(d) The Calculation Agent shall determine the Direct Purchase Rate on each Computation Date. Each Direct Purchase Rate shall become effective on the Reset Date succeeding the Computation Date. Interest at the Direct Purchase Rate shall accrue each day during each Direct Purchase Rate Period, commencing on and including the first day of the Direct Purchase Rate Period to but excluding the last day of the Direct Purchase Rate Period. The Direct Purchase Rate shall be rounded upward to the third decimal place. Following the determination of the Direct Purchase Rate, the Calculation Agent shall give notice of the Direct Purchase Rate to the Registrar and to the County by Electronic Notice not less than one Business Day prior to the Reset Date. If the Direct Purchase Rate is not determined by the Calculation Agent on the Computation Date, the interest rate to be borne by the Bonds shall be the rate determined on the preceding Computation Date until the Calculation Agent next determines the Direct Purchase Rate. All interest (including interest at the Default Rate) accrued on Bond

Obligations shall be calculated on the basis of the actual number of days elapsed in a 360-day year.

Section 2.03 Default Rate. Upon the occurrence and during the continuance of an Event of Default, the Bond Obligations shall bear interest at the Default Rate, which shall be payable by the County to each Bondholder (or, if applicable, the Purchaser) upon demand therefor.

Section 2.04 Determination of Taxability. (a) In the event a Determination of Taxability occurs, to the extent not payable to each Bondholder under the terms of the Ordinance and the Bonds, the County hereby agrees to pay to each Bondholder on demand therefor (i) an amount equal to the difference between (A) the amount of interest that would have been paid to such Bondholder on the Bonds during the period for which interest on the Bonds is included in the gross income of such Bondholder if the Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the *"Taxable Period"*), and (B) the amount of interest actually paid to the Bondholder (or, if applicable, the Purchaser) during the Taxable Period, and (ii) an amount equal to any interest, penalties or charges owed by such Bondholder as a result of interest on the Bonds becoming included in the gross income of such Bondholder, together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by such Bondholder in connection therewith;

(b) Subject to the provisions of paragraph (c) below, such Bondholder shall afford the County the reasonable opportunity, at the County's sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the Bonds to be included in the gross income of such Bondholder or (ii) any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); *provided* that, in no event shall a Bondholder be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the County or any other Person; and

(c) As a condition precedent to the exercise by the County of its right to contest set forth in paragraph (b) above, the County shall, on demand, immediately reimburse such Bondholder for any and all expenses (including reasonable attorneys' fees for services that may be required or desirable, as determined by such Bondholder (in its sole discretion) that may be incurred by the Bondholder in connection with any such contest, and shall, on demand, immediately reimburse the Bondholder for any payments, including any taxes, interest, penalties or other charges payable by such Bondholder for failure to include such interest in its gross income.

Section 2.05 Maximum Interest Rate. (a) If the amount of interest payable for any period in accordance with the terms hereof on the Bonds exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable in an amount calculated at the Maximum Interest Rate.

(b) Any interest that would have been due and payable for any period but for the operation of the immediately preceding paragraph (a) shall accrue and be payable as provided in

this paragraph (b) and shall, less interest actually paid to each Bondholder for such period, constitute the "*Excess Interest Amount*." If there is any accrued and unpaid Excess Interest Amount as of any Interest Payment Date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate until payment to each Bondholder of the entire Excess Interest Amount.

(c) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Bonds remains unpaid, the County shall pay to each Bondholder a fee equal to any accrued and unpaid Excess Interest Amount.

Section 2.06 Obligations Absolute. The payment obligations of the County under this Agreement shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of the Ordinance and this Agreement under all circumstances, including without limitation the following:

(a) any lack of validity or enforceability of this Agreement, the Bonds or any of the other Related Documents;

(b) any amendment or waiver of or any consent to departure from all or any of the Related Documents;

(c) the existence of any claim, set-off, defense or other right which the County may have at any time against the Purchaser, any other Bondholder or any other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction; or

(d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

*Section 2.07 Funding Indemnity***.** In the event the Purchaser shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Purchaser to purchase or hold the Bonds or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Purchaser) as a result of any redemption or conversion of the Bonds on a date other than an Interest Payment Date for any reason, whether before or after default, and whether or not such payment is required by any provision of this Agreement or the Ordinance, then upon the demand of the Purchaser, the County shall pay to the Purchaser a redemption or conversion premium, as applicable, in such amount as will reimburse the Purchaser for such loss, cost, or expense. If the Purchaser requests such redemption or conversion premium, as applicable, it shall provide to the County a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such redemption or conversion premium, as applicable, in reasonable detail and such certificate shall be conclusive if reasonably determined.

Section 2.08 Optional Purchase, Prepayment, Redemption or Conversion.

(a) Subject to Section 2.07 and the terms of this Section, each Business Day is a County Elective Purchase Date. Subject to Section 2.07 and the terms of this Section, the Bonds are also subject to prepayment or redemption prior to the Maturity Date at the option of the County on any Business Day, in whole or in part, at a price equal to the principal amount of the Bonds to be prepaid or redeemed, plus interest accrued thereon to the date fixed for prepayment or redemption, without premium.

(b) Notice of redemption of the Bonds after the Mandatory Tender Date may be given not less than five days prior to the date fixed for redemption.

(c) If the Registrar has given notice in accordance with the Ordinance of a Conversion of the Bonds to take effect prior to the Mandatory Tender Date and the Conversion does not take effect, the Bonds shall continue to bear interest at the Direct Purchase Rate.

(d) In the event that the County shall cause all or a portion of the Bonds to be purchased on a County Elective Purchase Date, prepaid, redeemed or otherwise refunded in whole or in part, or the interest rate on all or a portion of the Bonds to be converted to an interest rate other than the Direct Purchase Rate, prior to the date which is the eighteenth (18th) month anniversary of the Effective Date, the County shall pay to the Purchaser a fee in connection with each such purchase, prepayment, redemption, refunding or conversion of such Bonds from the Direct Purchase Rate, in an amount equal to the product of (A) the Direct Purchase Applicable Spread in effect on the date of such purchase, prepayment, redemption, refunding or conversion, as applicable, (B) the principal amount of the Bonds to be so purchased, prepaid, redeemed, refunded or converted to an interest rate other than the Direct Purchase Rate, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such purchase, prepayment, redemption, refunding or conversion, as applicable, to and including the eighteenth (18th) month anniversary of the Effective Date, and the denominator of which is 360, payable on the date of such purchase, prepayment, redemption, refunding or conversion, as applicable.

Section 2.09 Purchaser Consent to Subsequent Direct Purchase Rate Period. So long as the Purchaser is the Bondholder, on or before the date two hundred ten (210) days prior to the end of the Direct Purchase Rate Period, the County may provide written notice to the Purchaser of its desire to convert the Bonds to a new Direct Purchase Rate Period and requesting the Purchaser to purchase such Bonds in such new Direct Purchase Rate Period. The Purchaser will make reasonable efforts to respond to such request within sixty (60) days after receipt of all information necessary, in the Purchaser's reasonable judgment, to permit the Purchaser to make an informed credit decision. The Purchaser may, in its sole and absolute discretion, decide to accept or reject any such request and no consent shall become effective unless the Purchaser shall have consented thereto in writing. In the event the Purchaser fails to definitively respond to such request within such sixty (60) day period, the Purchaser shall be deemed to have refused to grant such request. The consent of the Purchaser, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Purchaser (which may include, but not be limited to, the delivery of a "no adverse effect opinion" of Bond Counsel to the Purchaser with respect to the tax-exempt status of the Bonds as

a result of such conversion and interest rate setting). In the event the County and the Purchaser fail to document in writing their agreement of the proposed rate(s) and terms of the succeeding period(s), the County shall continue to be required to cause the Bonds to be purchased or redeemed at the Mandatory Tender Purchase Price on the Mandatory Tender Date, subject to Section 2.02(b) hereof.

Section 2.10 No Bond Rating; CUSIP, DTC; Offering Document. The Bonds shall not be (i) assigned a specific rating by any Rating Agency, (ii) registered with DTC or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document, (iv) assigned a CUSIP number or (v) placed or offered by a broker-dealer in the capacity of an underwriter or placement agent.

ARTICLE III

TAXES AND YIELD PROTECTION

Section 3.01 Net of Taxes, Etc.

(a) Any and all payments to the Purchaser or any Bondholder by the County hereunder or with respect to the Bonds shall be made free and clear of and without deduction or withholding for any and all Taxes. If the County shall be required by law to deduct or withhold any Taxes imposed by the United States of America or any political subdivision thereof from or in respect of any sum payable hereunder or with respect to the Bonds, then (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Purchaser or such Bondholder receives an amount equal to the sum it would have received had no such deductions been made, (ii) the County shall make such deductions and (iii) the County shall timely pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. If the County shall make any payment under this Section to or for the benefit of the Purchaser or such Bondholder with respect to Taxes and if the Purchaser, or such Bondholder shall claim any credit or deduction for such Taxes against any other taxes payable by the Purchaser or such Bondholder to any taxing jurisdiction in the United States of America, then the Purchaser or such Bondholder shall pay to the County an amount equal to the amount by which such other taxes are actually reduced; *provided,* that the aggregate amount payable by the Purchaser or such Bondholder pursuant to this sentence shall not exceed the aggregate amount previously paid by the County with respect to such Taxes. In addition, the County agrees to pay any present or future stamp, recording or documentary taxes and any other excise or property taxes, charges or similar levies that arise under the laws of the United States of America or any state of the United States from any payment made hereunder or under the Bonds or from the execution or delivery of this Agreement or the Bonds, or otherwise with respect to this Agreement or the Bonds (hereinafter referred to as *"Other Taxes"*). The Purchaser or such Bondholder shall provide to the County within a reasonable time a copy of any written notification it receives with respect to Taxes or Other Taxes owing by the County to the Purchaser or such Bondholder hereunder; *provided,* that the Purchaser or such Bondholder's failure to send such notice shall not relieve the County of its obligation to pay such amounts hereunder.

(b) The County shall, to the fullest extent permitted by law and subject to the provisions hereof, pay the Purchaser or such Bondholder for the full amount of Taxes and Other Taxes including any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section paid by the Purchaser or such Bondholder or any liability (including penalties, interest and reasonable expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted; *provided*, that the County shall not be obligated to pay the Purchaser or such Bondholder for any penalties, interest or expenses relating to Taxes or Other Taxes arising from the Purchaser's or such Bondholder's gross negligence or willful misconduct as determined by a count of competent jurisdiction. Payments by the County pursuant to this Section shall be made within thirty (30) days from the date the Purchaser or such Bondholder makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Purchaser or such Bondholder agrees to repay to the County any refund (including that portion of any interest that was included as part of such refund) with respect to Taxes or Other Taxes paid by the County pursuant to this Section received by the Purchaser or such Bondholder for Taxes or Other Taxes that were paid by the County pursuant to this Section and to contest, with the cooperation and at the expense of the County, any such Taxes or Other Taxes which the Purchaser or such Bondholder or the County reasonably believes not to have been properly assessed.

(c) Within thirty (30) days after the date of any payment of Taxes by the County, the County shall furnish to the Purchaser or such Bondholder, as applicable, the original or a certified copy of a receipt evidencing payment thereof. The County shall compensate the Purchaser or such Bondholder for all reasonable losses and expenses sustained by the Purchaser or such Bondholder, as applicable, as a result of any failure by the County to so furnish such copy of such receipt.

(d) Without prejudice to the survival of any other agreement of the County hereunder, the agreements and obligations of the County contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the County thereunder and hereunder.

Section 3.02 Increased Costs.

(a) *Increased Costs Generally*. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, a Bondholder;

(ii) subject a Bondholder to any taxes, charges, fees, deductions or withholding of any kind with respect to this Agreement or the Bonds (except for Taxes or Other Taxes covered by Section 3.01), or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on a Bondholder any other condition, cost or expense affecting this Agreement, the Bonds or any transaction hereunder;

and the result of any of the foregoing shall be to increase the cost to any such Bondholder with respect to this Agreement, the Bonds, or the making, maintenance or funding of the purchase price of the Bonds, or to reduce the amount of any sum received or receivable by such Bondholder hereunder (whether of principal, interest or any other amount) then, upon request of such Bondholder or the Purchaser, as applicable, the County will pay to such Bondholder or the Purchaser, as applicable, such additional amount or amounts as will compensate such Bondholder, for such additional costs incurred or reduction suffered, subject to paragraph (d) below.

(b) *Capital Requirements*. If a Bondholder determines that any Change in Law affecting such Bondholder or any such Bondholder's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Bondholder's capital or liquidity or on the capital or liquidity of such Bondholder's holding company, if any, as a consequence of this Agreement or the Bonds to a level below that which such Bondholder or such Bondholder's holding company could have achieved but for such Change in Law (taking into consideration such Bondholder's policies and the policies of such Bondholder's holding company with respect to capital adequacy), then from time to time the County will pay to such Bondholder, such additional amount or amounts as will compensate such Bondholder or such Bondholder's holding company for any such reduction suffered, subject to paragraph (d) below.

(c) *Certificates for Reimbursement*. A certificate of a Bondholder or the Purchaser, as applicable, setting forth the amount or amounts necessary to compensate such Bondholder or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the County shall be conclusive absent manifest error. The County shall pay such Bondholder or the Purchaser, as applicable, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests*. Failure or delay on the part of a Bondholder or the Purchaser, as applicable, to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Bondholder's right to demand such compensation; *provided* that the County shall not be required to compensate the Purchaser or any other Bondholder pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than ninety (90) days prior to the date that the Purchaser or any such other Bondholder, notifies the County of the Change in Law giving rise to such increased costs or reductions and of the Purchaser's or any such Bondholder's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the ninety (90) day period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3.03 Survival. All of the County's obligations under this Article III shall survive the termination of this Agreement and the repayment, satisfaction or discharge of all other Bond Obligations.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 4.01 Documentary Requirements. The obligation of the Purchaser to purchase the Bonds on the Effective Date is subject to the conditions precedent that the Purchaser shall have received, on or before the Effective Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Purchaser.

(a) The following County documents:

(i) copies of the ordinances and resolutions of the governing body of the County approving the execution and delivery of the Related Documents to which the County is a party and the other matters contemplated hereby, certified by a County Representative as being true and complete and in full force and effect on the Effective Date;

(ii) the audited annual financial statements of the System for the Fiscal Year ended December 31, 2015, together with internally prepared unaudited financial statements of the System for each fiscal quarter(s) ended since the end of such Fiscal Year;

(iii) a copy of the County's Investment Policy in effect as of the Effective Date; and

(iv) a certificate dated the Effective Date and executed by a County Representative certifying the names, titles, offices and signatures of the persons authorized to sign, on behalf of the County, the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(b) The following financing documents:

(i) an executed original or certified copy, as applicable, of each of the Related Documents; and

(ii) an executed original of the Bond of each series of the Bonds.

(c) The following opinions, dated the Effective Date and addressed to the Purchaser or on which the Purchaser is otherwise expressly authorized to rely:

(i) from counsel to the County, opinions as to the due authorization, execution, delivery and enforceability of the Related Documents to which the County is a party, and such other customary matters as the Purchaser may reasonably request;

(ii) from Bond Counsel, opinions to the effect that the interest on the Bonds is excludable from gross income for federal income tax purposes and such other customary matters as the Purchaser may reasonably request.

(d) The following documents and other information:

(i) a certificate dated the Effective Date and executed by a County Representative certifying (A) that there has been no event or circumstance since December 31, 2015, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (B) that the representations and warranties contained in Article V hereof and the other Related Documents are true and correct in all material respects on the Effective Date, (C) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Potential Default or Event of Default and (D) since the dated date of the Rating Documentation, the unenhanced long-term debt ratings assigned to any publicly-offered Junior Lien Obligations have not been withdrawn, suspended or reduced;

(ii) a certificate dated the Effective Date and executed by a County Representative, certifying that the County is in compliance with the covenants set forth in Section 15(A) and Section 15(B) of Ordinance 18141;

(iii) true and correct copies of all Governmental Authorizations, if any, necessary for the County to execute, deliver and perform the Related Documents to which it is a party;

(iv) recent evidence that the unenhanced long-term debt rating assigned by Moody's, S&P and Fitch to the publicly-offered Junior Lien Obligations is at least "A1," "A+" and "A+," respectively (the *"Rating Documentation"*);

(v) evidence satisfactory to the Purchaser that any rating by any Rating Agency and any CUSIP number assigned to the Bonds prior to the Effective Date have been removed and no longer pertain to the Bonds; and

(vi) receipt of an executed flow of funds memorandum by an officer of the County set forth in the County's incumbency certificate and authorized to execute transaction documents as set forth in the County's authorizing resolution.

Section 4.02 Litigation. The Purchaser shall have received a written description of all actions, suits or proceedings pending or threatened against the County in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect, if any, and such other statements, certificates, agreements, documents and information with respect thereto as the Purchaser may reasonably request.

Section 4.03 Other Matters. All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Purchaser and its counsel, and the Purchaser shall have received such other statements, certificates, agreements, documents and information with respect to the County and matters contemplated by this Agreement as the Purchaser may reasonably request.

Section 4.04 Payment of Fees and Expenses. On or prior to the Effective Date, the Purchaser shall have received reimbursement (or direct payment) of the Purchaser's fees and expenses (including the legal fees and expenses of McGuireWoods LLP) and any other fees incurred in connection with the transaction contemplated by the Related Documents.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01 Representations and Warranties. The County hereby makes the following representations and warranties to the Purchaser and each Bondholder*:*

(a) Existence. The County is a political subdivision of the State, with full right and power (i) to issue and sell the Bonds, (ii) to own the System, and to carry on the activities of the System as now conducted and as contemplated to be conducted in connection with the issuance of the Bonds and the execution, delivery and performance of its obligations under the Related Documents and this Agreement, (iii) to execute, deliver and perform its obligations under the Related Documents and this Agreement, and (iv) to provide for the security of the Bonds pursuant to the Ordinance; and the County has complied with all provisions of applicable law in all matters related to such actions of the County as are contemplated by the Related Documents and this Agreement.

(b) Authorization; Contravention. The issuance of the Bonds and the execution, delivery and performance by the County of this Agreement and each Related Document are within the County's powers, have been duly authorized by all necessary action, and will not and do not (i) violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the System; *provided, however*, that the County hereby advises the Purchaser that it is not clear whether the County has the authority to indemnify a private party for its own gross negligence and that a court could find that the provisions in this Agreement requiring the County to indemnify the Purchaser against the Purchaser's or a Bondholder's gross negligence are not enforceable, (ii) result in a breach of or constitute a default under any material indenture, ordinance or loan or credit agreement or any other material agreement, lease or instrument applicable to the System and to which the County is a party or by which it or the properties of the System may be bound or affected, or (iii) result in, or require, the creation or imposition of any Lien upon or with respect to the System other than as contemplated by this Agreement, the Bonds and the other Related Documents; and the County is not in material default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, ordinance, agreement, lease or instrument, including, without limitation, the Act and any Environmental Laws to which the System is subject.

(c) Binding Effect; Security. This Agreement, the Bonds and the Related Documents constitute valid and binding agreements of the County, enforceable in accordance with their respective terms except as (x) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and (y) the availability of equitable remedies may be limited by equitable principles of general applicability. The Bonds

have been duly and validly issued under the Ordinance and are entitled to the benefits thereof, and the Ordinance is or will be on the Effective Date in full force and effect.

(d) No Consent or Approval. No consent, approval, permit, authorization or order of, or registration or filing with, any court or governmental agency, authority or other instrumentality not already obtained, given or made is required on the part of the County for the execution, delivery and performance by the County of the Related Documents or this Agreement.

(e) Financial Information.

(i) The audited financial statements of the System for the fiscal year ended December 31, 2015 fairly present the financial position of the System at the end of such fiscal year and the results of operations for the year then ended, in conformity with GAAP except as otherwise expressly described therein.

(ii) Except as described in writing to the Purchaser, since December 31, 2015 there has been no material adverse change in the financial position, results of operations or prospects of the System. Since December 31, 2015, no transaction or event shall have occurred and no change shall have occurred in the condition (financial or otherwise) or operations of the System which materially adversely affects the issuance of any of the Bonds, the pledge of Revenue of the System for the payment of the Bonds, the Revenue of the System, or the ability of the County to repay when due its obligations under this Agreement, any of the Bonds, the Ordinance and the other Related Documents.

(f) Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental agency or authority, or other board, body or official, pending or, to the best knowledge of the County, threatened against or affecting the County, questioning the validity of the Ordinance or any proceeding taken or to be taken by the County in connection with the execution, delivery and performance by the County of the Related Documents or this Agreement, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County of any of the foregoing, nor, to the best knowledge of the County, is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect (i) the validity of the Ordinance or the other Related Documents, (ii) the validity or enforceability of, or the authority or ability of the County to perform its obligations under, the Ordinance, the other Related Documents or this Agreement, (iii) the ability of the County to conduct the activities of the System as presently conducted or as proposed or contemplated to be conducted under the terms of this Agreement, the Ordinance and the other Related Documents, or (iv) the exemption of interest on any tax-exempt bond or note of the County from Federal income taxes.

(g) No Sovereign Immunity. Pursuant to Section 4.08.120 of the Revised Code of Washington, the defense of sovereign immunity is not available to the County in any proceeding by the Purchaser to enforce any of the obligations of the County under this Agreement or the Bonds.

(h) No ERISA Plans. The County has never established, is not a party to and has never contributed to any "employee benefit plan" within the meaning of Section 3(3) of ERISA

or any other form of bonus, incentive compensation, deferred compensation or other similar plan or arrangement other than a "governmental plan" within the meaning of Section 414(b) of the Code or Section 3(32) of ERISA.

(i) No Default. The County is not in breach of or default under the Ordinance, or in breach of or default under any law or regulation of the State or of the United States or any judgment, decree, agreement or other instrument applicable to the System and to which the County is a party, except where such breach or default, so far as the County can foresee, will not materially adversely affect, the operations, condition (financial or otherwise) or affairs of the System. No Potential Default or Event of Default has occurred or is continuing. The County is not in default in the payment of any Indebtedness payable from Revenue of the System.

(j) Disclosure. All documents and certificates provided to the Purchaser by or on behalf of the County in connection with the transactions contemplated by the Related Documents are true and correct as of the date hereof and were provided in expectation of the Purchaser's reliance thereon in executing this Agreement. There are no facts that the County has failed to disclose to the Purchaser that, individually or in the aggregate, materially adversely affect or, so far as the County can foresee, will materially adversely affect, the operations, condition (financial or otherwise) or affairs of the System.

(k) Tax-Exempt Status of Bonds. The County has not taken any action, and knows of no action that any other person has taken, which would cause interest on the Bonds to be includable in the gross income of the recipients thereof for Federal income tax purposes.

(l) No Usury. Pursuant to Section 19.52.080 of the Revised Code of Washington, the terms of this Agreement regarding the calculation and payment of interest and fees do not contravene any applicable usury laws.

(m) Pending Legislation. The County knows of no legislation pending that could, if enacted, adversely affect the validity or enforceability of this Agreement or the Related Documents, or the ability of the County to perform its obligations hereunder or under the Related Documents. No legislation has been enacted which in any way adversely affects the issuance or delivery of the Bonds or the execution, delivery or performance of this Agreement or the Related Documents or the creation, organization or existence of the County or the titles to office of any officers thereof, or the power of the County to carry out its obligations under this Agreement or the Related Documents or the ability of the County to perform its obligations hereunder or under the Related Documents.

(n) Compliance with Laws. The County is in compliance with all Laws, ordinances, orders, rules and regulations applicable to the System (including ERISA and Environmental Laws), except to the extent noncompliance would not reasonably be expected to result in a Material Adverse Effect.

(o) Incorporation of Representations and Warranties by Reference. The County hereby makes to the Purchaser the same representations and warranties as are set forth in the Related Documents, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every

such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the written consent of the Purchaser.

(p) Status of Obligations. The principal of and interest on the Bonds and the Bond Obligations constitute a limited obligation of the County. As provided in the Ordinance, the principal of and interest on the Bonds and the Bond Obligations shall be payable solely from, and the Bonds shall be secured by a Lien on, the Revenue of the System. Other than Parity Bonds, Parity Payment Agreements, Parity Lien Obligations, Parity Lien Obligation Payment Agreements and reimbursement obligations related to any of the foregoing, the Ordinance does not permit the issuance of Indebtedness secured by a pledge of the Revenue of the System that ranks senior to the Lien on the Revenue of the System securing the payment of the principal of and interest on the Bonds and other Junior Lien Obligations. No filing, registering, recording of the Ordinance or any other instrument is required to establish the pledge or to protect or maintain the Lien created thereby on the Revenue of the System.

(q) Senior Debt. As of the Effective Date, with the exception of outstanding Parity Bonds and Parity Lien Obligations and reimbursement obligations related to the foregoing, the County has not issued, incurred, assumed or Guaranteed any Indebtedness which is outstanding and is (i) payable from Revenue of the System and (ii) senior, as to the priority of payment or security, to the Bonds. The Bonds and the other Junior Lien Obligations are on a parity as to priority of payment and security as provided in Section 10 of Ordinance 18141.

(r) Margin Stock. The County is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

(s) Swap Termination Payments; Cash Collateral. The County has not entered into any Swap Agreement (i) pursuant to which termination payments are secured by any lien on the Revenue of the System prior in priority to the lien on the Revenue of the System securing the Bonds or (ii) which requires the County to post cash collateral to secure its obligations thereunder.

(t) No Acceleration. Except as set forth in certain Parity Bond Ordinances, no credit provider, liquidity provider, bond insurer, bond purchaser or any other Person is permitted to accelerate or otherwise cause the maturity of any Indebtedness of the County secured by a Lien on Revenue of the System to become due prior to its respective scheduled terms.

(u) Casualty. Neither the business nor the Property of the System is currently affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance), which could have a Material Adverse Effect.

(v) Securities Act. No registration of the Bonds is required under the 1933 Act, and the Ordinance is not required to be qualified under the Trust Indenture Act of 1939, as amended.

(w) Anti-Terrorism Laws. (i) The County is not in violation of any Laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No.13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*"), and the Patriot Act;

(ii) The County is not any of the following:

(A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) a Person with which the Purchaser is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(D) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(E) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("*OFAC*") or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list; and

(iii) The County does not (A) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (ii)(B) above, (B) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

ARTICLE VI

COVENANTS

Section 6.01 Covenants. The County covenants and agrees that, until the full and final payment and satisfaction of all of the Bond Obligations, unless the Purchaser shall otherwise consent in writing:

(a) Information. The County will deliver to the Purchaser:

(i) as soon as practicable and, in any event, within 180 days after the end of each fiscal year of the County, financial statements consisting of a balance sheet of the System as of the end of such fiscal year and a statement of revenues, expenditures and changes in fund balance of the System for such fiscal year, in each case, setting forth in

comparative form the corresponding figures (if any) for the preceding fiscal year, all in reasonable detail and accompanied, if available, by (i) an audit report of the County's independent public accountants or the state auditor stating that they have (except as noted herein) been prepared in accordance with GAAP, and (ii) a certificate from an authorized financial officer of the County (A) stating that no Potential Default or Event of Default has come to his or her attention which was continuing at the end of such fiscal year or on the date of his or her certificate, or, if applicable, indicating the nature of such Potential Default or Event of Default and the action which the County proposes to take with respect thereto, and (B) setting forth the financial data and computations evidencing the County's current compliance with the covenants set forth in Section 15 of Ordinance 18141;

(ii) if not provided together with the financial statements described in clause (i) above, as soon as available and in any event within 270 days after the end of each fiscal year of the County, an audit report of the System prepared by the County's independent public accountants or the state auditor and accompanied by financial statements of the type described in clause (i) above, stating that such financial statements have (except as noted therein) been prepared in accordance with GAAP, and accompanied by a certificate from an authorized financial officer of the County stating that no Potential Default or Event of Default has come to his or her attention which was continuing at the end of such fiscal year or on the date of his or her certificate, or, if applicable, indicating the nature of such Potential Default or Event of Default and the action which the County proposes to take with respect thereto;

(iii) as soon as available after the end of each of the first three fiscal quarters of each fiscal year of the County, the unaudited financial information of the System for such quarter, in the form customarily prepared by the County, accompanied by a certificate from an authorized financial officer of the County stating that no Potential Default or Event of Default has come to his or her attention which was continuing at the end of such fiscal year or on the date of his or her certificate, or, if applicable, indicating the nature of such Potential Default or Event of Default and the action which the County proposes to take with respect thereto;

(iv) immediately after the County shall have obtained knowledge of the occurrence of an Potential Default or Event of Default, the written statement of an authorized officer of the County setting forth the details of each such Potential Default or Event of Default and the action which the County proposes to take with respect thereto;

(v) promptly, but, in any event, within five (5) Business Days after receipt by the County of notification thereof, notice of any change, suspension or termination in the ratings on the publicly-offered Parity Bonds, Parity Lien Obligations or Junior Lien Obligations by any of the Rating Agencies;

(vi) promptly, notice of the failure of the County to make a payment under any Parity Bonds, Parity Lien Obligations or Junior Lien Obligations;

(vii) promptly (A) notice of the failure by the Registrar to perform any of its obligations under the Related Documents to which such entity is a party, and (B) notice of any proposed conversion, prepayment, redemption or refunding of the Bonds;

(viii) promptly upon receipt of the written request therefor from the Purchaser, copies of all management letters of substance and other reports of substance that are submitted to the County by its independent accountants or the state auditor in connection with any annual or interim audit of the books of the System made by such accountants or the state auditor;

(ix) promptly, after the filing thereof, any material event notices or other filing required to be filed pursuant to Securities and Exchange Commission Rule 15c2-12 relating to an adverse (including preliminary) determination as to the tax-exempt status of any Parity Bonds or other events affecting the tax-exempt status of Parity Bonds as required by the provisions of said Rule, if any;

(x) promptly, notice of any action, suit or proceeding known to it at law or in equity or by or before any governmental instrumentality or other agency which, if adversely determined, would materially impair the ability of the County to carry out its obligations under the Act, this Agreement, the Related Documents or any other document, instrument or agreement required hereunder or thereunder, or would materially and adversely affect its assets or financial condition;

(xi) promptly, notice of any proposed amendments to Related Documents and copies of all actual amendments thereto;

(xii) immediately upon the occurrence of a default under any Parity Bond Ordinance that results in the acceleration of the related Parity Bonds, notice of such event; and

(xiii) from time to time such additional information regarding the financial position, results of operations or prospects of the System as the Purchaser may reasonably request.

(b) No Amendment Without Consent of the Purchaser. Without the prior written consent of the Purchaser, the County will not agree or consent to any amendment, supplement or modification of any Related Document, nor waive any provision thereof.

(c) Registrar. The County shall not appoint any Person to perform the duties of the Registrar without the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however*, that the Purchaser's consent is not required for any successor state fiscal agency to assume the duties of Registrar hereunder or under the Ordinance. The Purchaser hereby consents to the state fiscal agency of the State of Washington, currently U.S. Bank National Association, acting as the Registrar.

(d) Incorporation of Covenants by Reference. (i) The County agrees that it will perform and comply with each and every covenant and agreement required to be performed or

observed by it in the Ordinance, including, without limitation, Sections 15 and 16 of Ordinance 18141, and in the other Related Documents, all of which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that (a) any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person and (b) any such waiver or consent or acceptance of a document, opinion or other instrument would adversely affect the interests of the Purchaser, then for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to in writing by the Purchaser and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Purchaser. Without the written consent of the Purchaser, no amendment to such covenants and agreements or defined terms made pursuant to any certificate or any other Related Document shall be effective to amend such covenants and agreements and defined terms as incorporated by reference herein.

(ii) In the event that the County shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement, whether now in effect or entered into by the County after the date hereof, which includes financial covenants, events of default or remedies (including more rapid term-out periods or acceleration) more restrictive or different than those included in this Agreement, such financial covenants, events of default or remedies (including, without limitation, acceleration), as well as related defined terms contained in such Bank Agreement, are hereby incorporated by reference (all of the foregoing are collectively referred to herein as the "*Incorporated Provisions*") in this Section 6.01(d)(ii) for the benefit of the Purchaser with the same effect as if each and every such Incorporated Provision were set forth in this Section 6.01(d)(ii) in its entirety. The County will perform and comply with each and every Incorporated Provision incorporated herein. The County further covenants to promptly execute and deliver at its expense an amendment to this Agreement in form and substance satisfactory to the Purchaser evidencing the amendment of this Agreement to include such Incorporated Provisions, *provided* that the execution and delivery of such amendment shall not be a precondition to the effectiveness of such amendment as provided for in this Section 6.01(d)(ii), but shall merely be for the convenience of the parties hereto. To the extent that any such Incorporated Provision (A) permits any Person or Persons to waive compliance with such provision or (B) requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person or Persons, then for purposes of this Agreement, such Incorporated Provision shall be complied with hereunder only if (x) it is waived by the Purchaser or (y) such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory to the Purchaser, which acceptance or satisfaction shall not be unreasonably withheld or delayed. No amendment to such Incorporated Provisions made pursuant to any of the Related Documents or otherwise shall be effective to amend such Incorporated Provision without the prior written consent of the Purchaser and such Incorporated Provision shall remain in full force, except to the extent modified, amended or waived by the Purchaser, whether or not the respective document containing such Incorporated Provision remains in effect, whether or not the original beneficiary of such Incorporated Provision continues to be a creditor of the County or whether or not such original beneficiary has otherwise lost its rights to enforce such Incorporated Provision.

(e) Tax Status of the Bonds. The County shall not take any action or omit to take any action which, if taken or omitted, would adversely affect the exemption of interest on any tax-exempt bond or note of the County, including the Bonds, from Federal income taxes.

(f) ERISA. The County will not establish, become a party to or contribute to any "employee benefit plan" within the meaning of Section 3(3) of ERISA or any other form of bonus, incentive compensation, deferred compensation or other similar plan or arrangement other than a "governmental plan" within the meaning of Section 414(b) of the Code and Section 3(32) of ERISA.

(g) Maintenance of Books and Records. The County will keep proper books of record and account of the System in which full, true and correct entries in accordance with GAAP will be made of all dealings or transactions in relation to its business and activities.

(h) Access to Officers, Employees or Agents. The County will permit its officers, employees and agents to discuss with the Purchaser matters pertinent to an evaluation of the credit of the System, all at such reasonable times as the Purchaser may reasonably request.

(i) Inspection of Records. At any reasonable time and upon reasonable notice from time to time, and at the expense of the County upon and during the continuance of an Event of Default, the County shall permit the Purchaser or any agents or representatives thereof designated in writing (i) to visit and inspect any of the properties of the System, and to discuss the affairs, finances and accounts of the System with, and to be advised as to the same by, the principal officers and employees of the County and its independent public accountants or state auditor, as applicable, all at such reasonable times during normal business hours and as often as the Purchaser may reasonably request, and (ii) to review and inspect the corporate books and financial records of the System and to make copies thereof and extracts therefrom.

(j) Compliance with Law. The County will comply with and observe the obligations and requirements set forth in the Ordinance, the Constitution of the State and the statutes (including Environmental Laws), regulations, orders or writs binding upon it relating to the Bonds or otherwise applicable to the operations, affairs, properties, condition (financial or otherwise) or prospects of the System, except to the extent such non-compliance would not reasonably be expected to have a Material Adverse Effect.

(k) Proceeds of Bonds. (i) No part of the proceeds of the Bonds or any advance hereunder will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying Margin Stock; and (ii) the County shall use the proceeds of the Bonds for the purposes set forth in the Ordinance.

(l) Payment of Obligations. The County shall take such action as necessary to cause payment of the Bonds and the other Bond Obligations, and shall take such further action as is appropriate in order to provide for payment of any and all of its obligations hereunder.

(m) Further Assurances. From time to time hereafter, the County will promptly, and in any event within seven (7) Business Days after receiving any such request, execute and deliver such additional instruments, certificates or documents, and will take all such actions as the

Purchaser may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and each of the Related Documents.

(n) Liens. The County will not issue any bonds, notes, debentures, or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a security interest in or a pledge or assignment of the Revenue of the System or other moneys, securities or funds held or set aside by the County under the Ordinance, except as provided in the Ordinance; and it will not create or cause to be created any lien or charge on the Revenue of the System or such moneys, securities or funds, except as provided in the Ordinance.

(o) Preservation of Existence. The County will preserve and maintain its existence, rights and privileges in the State, and will qualify and remain qualified and authorized to do business in each other jurisdiction in which such qualification is necessary in view of its activities or operations.

(p) Actions. The County shall not take any action, or cause the Registrar to take any action, under the Related Documents inconsistent with the rights of the Purchaser under this Agreement, including, without limitation, its obligations to make payments to the Purchaser, without the prior written consent of the Purchaser.

(q) Disclosure. The County shall not refer to the Purchaser in any official statement or make any changes in reference to the Purchaser in any official statement without the Purchaser's prior written consent thereto; *provided* that the County shall be permitted to identify in its annual audited financial statements of the System, the principal amount of the Bonds held by the Purchaser (but without identifying the Purchaser by name) and the manner in which interest on the Bonds is calculated (but without specific reference to the actual Direct Purchase Applicable Spread or pricing grid with respect to the Bonds); and *provided, further*, that in no event shall specific fees payable to the Purchaser hereunder or in connection with the Bonds be identified or described. The Purchaser hereby consents to any reference to the Purchaser in official statements of the County which is substantially in the form of Exhibit C hereto, so long as the foregoing prohibitions are also met.

(r) Ordinance. The County shall transfer Revenue of the System and amounts on deposit in any account under the Ordinance to the Purchaser in order to pay obligations owing to the Purchaser under this Agreement and the Bonds when due, to the extent permitted under the Ordinance.

(s) Waiver of Sovereign Immunity. To the fullest extent permitted by law, in any action, suit, litigation or proceeding, the County shall not claim or otherwise assert sovereign immunity with respect to any obligations of the County under this Agreement or with respect to Bonds.

(t) Insurance. The County shall maintain or cause to be maintained insurance or self-insurance covering such casualties and contingencies, of such types as are presently covered and in such amounts as required by the Ordinance.

(u) Maintenance of Property. The County shall maintain, preserve and keep all of the Properties of the System in accordance with the terms of the Ordinance.

(v) Swap Agreements. The County shall not enter into any Swap Agreement relating to Indebtedness secured by a pledge of the Revenue of the System (i) wherein any termination payments thereunder are senior to or on parity with the payment of the Bonds (including Unremarketed Bonds) or (ii) which requires the County to post cash collateral to secure its obligations thereunder.

(w) No Acceleration of Other Obligations. To the extent permitted by law, the County shall not grant the remedy of acceleration to any person holding any Parity Bonds, Parity Lien Obligations or Junior Lien Obligations upon the occurrence of an event of default with respect to such debt unless the County shall grant the Purchaser the right to accelerate amounts owed hereunder and pursuant to the Bonds upon the occurrence of an Event of Default.

(x) No Partial Conversion. The County shall not convert or permit the conversion of the interest rate on less than all the Bonds to any other interest rate mode other than the Direct Purchase Rate applicable during the Direct Purchase Rate Period under the Ordinance without the prior written consent of the Purchaser.

(y) Maintenance of Rating. The County shall maintain not less than two long-term unenhanced credit ratings on its Parity Bonds from the Rating Agencies during the term of this Agreement.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01 Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an *"Event of Default"* hereunder, unless waived in writing by the Purchaser:

(i) default by the County in the payment of (A) any amounts (principal or interest) payable under the Bonds (including any Unremarketed Bond) when and as due, or (B) other amounts or other Bond Obligations required to be paid or reimbursed under this Agreement to the Purchaser or any other Bondholder when and as the same shall become due and payable;

(ii) any representation or warranty made by the County in this Agreement, the Related Documents or in any certificate or information delivered in connection herewith or therewith shall prove to have been materially false or materially misleading either on the date hereof or on the date when made (or deemed made);

(iii) default in the due observance or performance by the County of any covenant set forth (or incorporated by reference) in Article VI (other than Section 6.01(a)(i), Section 6.01(a)(ii), Section 6.01(a)(iii), Section 6.01(m) or Section 6.01(t));

(iv) default in the due observance or performance by the County of any other term, covenant or agreement set forth (or incorporated by reference) in this Agreement and the continuance of such default for thirty (30) days after the occurrence thereof;

(v) the occurrence of an "event of default" under any of the Related Documents;

(vi) a proceeding is instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect to the County or for any substantial part of its property under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) and such proceeding is not terminated within sixty (60) days after commencement or such court enters an order granting the relief sought in such proceeding or the County shall institute or take any corporate action for the purpose of instituting any such proceeding, or the County shall become insolvent, or unable to pay its debts as they mature, within the meaning of the Bankruptcy Code, shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of the County or for any substantial part of its property, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due within the meaning of the Bankruptcy Code, or shall take any corporate action in furtherance of any of the foregoing;

(vii) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed by the County or any Governmental Authority with appropriate jurisdiction on the repayment when due and payable of the principal of or interest on any Indebtedness of the County secured by a pledge of the Revenue of the System;

(viii) this Agreement, the Ordinance or the Bonds or any material provision hereof or thereof with respect to the payment of principal or interest on the Bonds (including Unremarketed Bonds) or with respect to the pledge of the Revenue of the System or any other pledge or security interest created under the Ordinance, shall for any reason cease to be valid and binding on the County, or an officer of the County shall deny that the County has any or further liability under this Agreement, the Ordinance or the Bonds or any material provision hereof or thereof with respect to the payment of principal or interest on the Bonds (including Unremarketed Bonds) or with respect to the pledge of the Revenue of the System or any other pledge or security interest created under the Ordinance, or any Governmental Authority having jurisdiction shall find or rule that this Agreement, the Ordinance or the Bonds or any material provision hereof or thereof with respect to the payment of principal or interest on the Bonds (including Unremarketed Bonds) or with respect to the pledge of the Revenue of the System or any other pledge or security interest created under the Ordinance, is not valid or binding on the County;

(ix) the County shall (i) default in any payment of principal of, premium, if any, or interest on any Junior Lien Obligations, Parity Lien Obligations or Parity Bonds, other than Indebtedness owed pursuant to this Agreement; or (ii) default in the observance or performance of any other agreement or condition relating to any such Junior Lien Obligations, Parity Lien Obligations or Parity Bonds or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Junior Lien Obligations, Parity Lien Obligations or Parity Bonds (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Junior Lien Obligations, Parity Lien Obligations or Parity Bonds to become due and payable;

(x) the County shall (i) default on the payment of the principal of or interest on any Multi-Model LTGO/Sewer Revenue Bonds or Subordinate Lien Obligations, beyond the period of grace, if any, provided in the instrument or agreement under which such Multi-Model LTGO/Sewer Revenue Bonds or Subordinate Lien Obligations were created or incurred, *provided* that no such payment default as described in this clause (i) shall constitute an Event of Default so long as (A) the party or parties which failed to receive such payment from the County shall be stayed from executing, or otherwise not legally permitted to execute, on any Property of the System with respect to such default and (B) as a result of such default or failure to perform on behalf of County thereof, no other holder of any other Multi-Model LTGO/Sewer Revenue Bonds or Subordinate Lien Obligations or any Junior Lien Obligations, Parity Lien Obligations or Parity Bonds shall have declared such Indebtedness due and payable prior to the maturity date thereof or otherwise commenced its exercise of remedies pursuant to the agreement or instrument relating to such Indebtedness; or (ii) default in the observance or performance of any agreement or condition relating to any Multi-Model LTGO/Sewer Revenue Bonds or Subordinate Lien Obligations, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) any such Multi-Model LTGO/Sewer Revenue Bonds or Subordinate Lien Obligations to become immediately due and payable in full as the result of the acceleration or mandatory redemption of such Multi-Model LTGO/Sewer Revenue Bonds or Subordinate Lien Obligations;

(xi) any final, non-appealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes in an aggregate amount in excess of $10,000,000 and payable from the Revenue of the System on a parity basis with the Bonds, shall be rendered against the County and remain unpaid, unvacated, unbonded, uninsured, or unstayed for a period of sixty (60) days; or

(xii) the long-term rating of any Junior Lien Obligations, Parity Lien Obligations or Parity Bonds is lowered below "BBB" (or its equivalent) by S&P or Fitch or "Baa2" (or its equivalent) by Moody's, or such long-term ratings are suspended, withdrawn or cancelled by S&P, Fitch or Moody's (*provided* that the County shall not be

in default due to the failure to maintain three such long-term ratings so long as (i) it maintains two such long-term ratings from any of Moody's, S&P or Fitch, and (ii) it has caused such long-term rating from such third Rating Agency to be withdrawn for ordinary course business reasons and shall not have withdrawn any such long-term rating from such third Rating Agency for credit-related reasons or in order to cure or otherwise avoid any Event of Default or any interest rate or other pricing implications).

Section 7.02 Consequences of an Event of Default. If an Event of Default specified in Section 7.01 hereof shall occur and be continuing, the Purchaser may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(i) by written notice to the County, declare the outstanding amount of the Bond Obligations under this Agreement to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue;

(ii) deliver a written notice to the County that an Event of Default has occurred and is continuing and direct the County to cause a mandatory tender of the Bonds or take such other remedial action as is provided for in the Ordinance;

(iii) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the County under the Related Documents, whether for specific performance of any agreement or covenant of the County or in aid of the execution of any power granted to the Purchaser in the Related Documents;

(iv) at the expense of the County, cure any Potential Default, Event of Default or event of nonperformance hereunder or under any Related Document; *provided, however,* that the Purchaser shall have no obligation to effect such a cure; and

(v) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents and as otherwise available at law and at equity.

Section 7.03 Solely for the Benefit of Purchaser. The rights and remedies of the Purchaser specified herein are for the sole and exclusive benefit, use and protection of the Purchaser, and the Purchaser is entitled, but shall have no duty or obligation to the County or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Purchaser hereunder or under any of the other Related Documents.

Section 7.04 Discontinuance of Proceedings. In case the Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Purchaser shall have the unqualified right so to do and, in such event, the County and the Purchaser shall be restored

to their former positions with respect to the Bond Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Purchaser shall continue as if the same had never been invoked.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Related Document, and no consent to any departure by the County therefrom, shall be effective unless in writing signed by the Purchaser and the County, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Potential Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Potential Default or Event of Default or impair any right consequent thereto.

Section 8.02 Notices; Effectiveness; Electronic Communication. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax transmission or e-mail transmission as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, if to the County or the Purchaser, to the address, fax number, e-mail address or telephone number specified for such Person on *Schedule I.* Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax transmission or e-mail transmission shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient).

(b) Each of the County and the Purchaser may change its address, fax number or telephone number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.

(c) The Purchaser shall be entitled to rely and act upon any notices (including telephonic or electronic notices) purportedly given by or on behalf of the County even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. All telephonic notices to and other telephonic communications with the Purchaser may be recorded by the Purchaser, and each of the parties hereto hereby consents to such recording.

Section 8.03 No Waiver; Cumulative Remedies. No failure by the Purchaser to exercise, and no delay by the Purchaser in exercising, any right, remedy, power or privilege hereunder or under any other Related Document shall operate as a waiver thereof; nor shall any

single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Related Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 8.04 Costs and Expenses; Damage Waiver. (a) The County agrees to pay to the Purchaser (i) on the date of execution of this Agreement, all reasonable costs and expenses incurred by the Purchaser and its counsel in connection with the preparation, execution and delivery of this Agreement and any other documents and instruments that may be delivered in connection therewith, *provided*, that such counsel fees shall not exceed $45,000 plus disbursements, and (ii) all costs, charges and expenses (including reasonable fees and expenses of counsel for the Purchaser, and out-of-pocket expenses of the Purchaser) otherwise arising in connection with this Agreement and the other Related Documents, including, without limitation, in connection with any amendment or waiver with respect to this Agreement, the Bonds and the other Related Documents and any stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery of this Agreement and any other documents or instruments that may be delivered in connection therewith.

(b) To the extent permitted by law, the County agrees to indemnify and hold each Bondholder harmless from and against, and to pay on demand, any and all claims, damages, losses, liabilities, costs and expenses whatsoever which such Bondholder may incur or suffer by reason of or in connection with (i) the issuance and sale of the Bonds, (ii) the execution and delivery or performance of this Agreement or any other documents which may be delivered in connection with this Agreement, or (iii) any breach by the County of any warranty, covenant, term or condition in, or the occurrence of any default under, this Agreement or any other Related Document, including, without limitation, the reasonable fees and expenses of counsel for the Purchaser with respect thereto and with respect to advising such Bondholder as to its rights and responsibilities under the Bond or any other Related Document and all reasonable fees and expenses, if any, in connection with the enforcement or defense of the rights of such Bondholder in connection with the Bonds, this Agreement or any of the Related Documents, or the collection of any monies due under the Bonds, this Agreement or such other documents which may be delivered in connection with this Agreement or any of the Related Documents; except, only if, and to the extent that any such claim, damage, loss, liability, cost or expense shall be caused by such Bondholder's gross negligence or willful misconduct as determined by a court of competent jurisdiction. Promptly after receipt by a Bondholder of notice of the commencement, or threatened commencement, of any action subject to the indemnities contained in this Section 8.04(b) such Bondholder shall promptly notify the County thereof, *provided* that failure to give such notice shall not relieve the County from any liability to such Bondholder hereunder. The obligations of the County under this Section 8.04(b) shall survive payment of all obligations by the County to the Bondholders owed under the Bonds and this Agreement.

(c) To the fullest extent permitted by applicable law, the County shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Person indemnified under Section 8.04(b), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with,

or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the purchase of the Bonds or the use of the proceeds thereof. No Bondholder shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Bondholder through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Bondholder as determined by a final and non-appealable judgment of a court of competent jurisdiction.

(d) All amounts due under this Section shall be payable not later than thirty (30) Business Days after demand therefor.

(e) The agreements in this Section 8.04 shall survive the payment in full of the Bonds, the repayment, satisfaction or discharge of all the other Bond Obligations and the termination of this Agreement.

Section 8.05 Payments Set Aside. To the extent that any payment by or on behalf of the County is made to the Purchaser, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Purchaser in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under the Bankruptcy Code or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made.

Section 8.06 Successors and Assigns.

(a) *Successors and Assigns Generally*. This Agreement is a continuing obligation and shall be binding upon the County, its successors, transferees and assigns and shall inure to the benefit of the Bondholders and their respective permitted successors, transferees and assigns. The County may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Purchaser. Each Bondholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Bonds and in the Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section. Each Bondholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Bondholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section.

(b) *Sales and Transfers by Bondholder to a Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Bonds to a Person that is (i) an Affiliate of the Purchaser or (ii) a trust or other custodial arrangement established by the Purchaser or an Affiliate of the Purchaser, the owners of any beneficial interest in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the *"1933 Act"*), or "accredited investors" as defined in Rule 501 of Regulation D

under the 1933 Act (each, a *"Purchaser Transferee"*). From and after the date of such sale or transfer, State Street Public Lending Corporation (and its successors) shall continue to have all of the rights of the Purchaser hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however,* that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Purchaser hereunder, (B) the County shall be required to deal only with the Purchaser with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Purchaser shall be entitled to enforce the provisions of this Agreement against the County.

(c) *Sales and Transfers by Bondholder to a Non-Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees which are not Purchaser Transferees but each of which constitutes (i) a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act or an "accredited investor" as defined in Rule 501 of Regulation D under the 1933 Act, or (ii) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this clause (c), of not less than $5,000,000,000 (each a *"Non-Purchaser Transferee"*) all or a portion of the Bonds if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Purchaser Transferee, together with addresses and related information with respect to the Non-Purchaser Transferee, shall have been given to the County, the Registrar and the Purchaser (if different than the Bondholder) by such selling Bondholder and Non-Purchaser Transferee, and (B) the Non-Purchaser Transferee shall have delivered to the County, the Registrar and the selling Bondholder, an Investor Letter.

From and after the date the County, the Registrar and the selling Bondholder have received written notice and an executed Investor Letter, (A) the Non-Purchaser Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Bondholder hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Purchaser Transferee, and any reference to the assigning Bondholder hereunder and under the other Related Documents shall thereafter refer to such transferring Bondholder and to the Non-Purchaser Transferee to the extent of their respective interests, and (B) if the transferring Bondholder no longer owns any Bonds, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents.

(d) *Participations.* Each Bondholder shall have the right to grant participations in all or a portion of such Bondholder's interest in the Bonds, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however,* that (i) no such participation by any such participant shall in any way affect the obligations of the Purchaser hereunder and (ii) the County and the Registrar shall be required to deal only with the Purchaser, with respect to any matters under this Agreement, the Bonds and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the County. The County agrees that each participant shall be entitled to the benefits of Sections 3.01, 3.02,

3.03 and 8.04 hereof to the same extent as if it were a Bondholder hereunder; *provided, however*, that a participant shall not be entitled to receive any greater payment under Sections 3.01, 3.02 and 3.03 than such Bondholder would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the County's prior written consent.

(e) *Certain Pledges.* In addition to the rights of the Purchaser set forth above, the Purchaser may at any time pledge or grant a security interest in all or any portion of its rights or interests under the Bonds, this Agreement and/or the Related Documents to secure obligations of the Purchaser or an Affiliate of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.

(f) *Limit on Restrictions*. Notwithstanding anything set forth in this Section 8.06 to the contrary, upon the occurrence and during the continuance of Event of Default, a Bondholder may, without the consent of the County, sell, assign or transfer this Agreement, the Bonds and the other Related Documents to any Non-Purchaser Transferee in accordance with Section 8.06(c) hereof.

Section 8.07 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Related Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Purchaser and when the Purchaser shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or e-mail transmission (*e.g.*, "*pdf*" or "*tif*") shall be effective as delivery of a manually executed counterpart of this Agreement. Without limiting the foregoing, to the extent a manually executed counterpart is not specifically required to be delivered under the terms of any Related Document, upon the request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart.

Section 8.08 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Related Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Purchaser, regardless of any investigation made by the Purchaser or on its behalf and notwithstanding that the Purchaser may have had notice or knowledge of any Potential Default at the time of the purchase of the Bonds, and shall continue in full force and effect as long as any Bond Obligation hereunder shall remain unpaid or unsatisfied.

Section 8.09 Severability. If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.10 Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *PROVIDED* THAT THE DUTIES AND OBLIGATIONS OF THE COUNTY UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

(b) *Submission to Jurisdiction*. THE COUNTY HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON AND OF ANY STATE COURT SITTING IN THE CITY OF SEATTLE FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER RELATED DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY; *PROVIDED* THAT THE PARTIES AGREE TO THE EXTENT EITHER SUCH COURT SHALL HAVE COMPETENT JURISDICTION, THAT THE PARTIES SHALL FIRST DESIGNATE THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON AS THE SITE OF SUCH SUIT, ACTION OR PROCEEDING. THE COUNTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) *Service of Process*. EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 8.11 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.12 Acknowledgment and Appointment of Calculation Agent. The Purchaser hereby acknowledges and accepts its appointment as Calculation Agent during the Direct Purchase Rate Period pursuant to the Ordinance and acknowledges, accepts and agrees to all the duties and obligations of the Calculation Agent set forth in the Ordinance.

Section 8.13 No Advisory or Fiduciary Role. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the County acknowledges and agrees, that: (a) (i) the services regarding this Agreement provided by the Purchaser and any Affiliate thereof are arm's-length commercial transactions between the County, on the one hand, and the Purchaser and its Affiliates, on the other hand, (ii) the County has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the County is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Purchaser and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the County or any other Person and (ii) neither the Purchaser nor any of its Affiliates has any obligation to the County with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents or imposed by Law, if any; and (c) the Purchaser and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the County, and neither the Purchaser nor any of its Affiliates has any obligation to disclose any of such interests to the County. To the fullest extent permitted by law, the County hereby waives and releases any claims that it may have against the Purchaser or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 8.14 Electronic Execution of Certain Documents. The words "execute," "execution," "signed," "signature," and words of like import in any Related Document (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Purchaser, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.15 USA Patriot Act. The Purchaser is subject to the Patriot Act and hereby notifies the County that pursuant to the requirements of the Patriot Act, the Purchaser is required to obtain, verify and record information that identifies the County, which information includes the name and address of the County and other information that will allow the Purchaser to identify the County in accordance with the Patriot Act. The County shall, promptly following a request by the Purchaser provide all documentation and other information that the Purchaser requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 8.16 Time of the Essence. Time is of the essence of the Related Documents.

Section 8.17 Entire Agreement. **THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

Section 8.18 Further Assurances. From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Purchaser, the County will, at the County's expense, (a) correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents, and (b) make, execute, deliver and record, or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the opinion of the Purchaser, be necessary or desirable in order to complete (and, to the extent permitted by law, perfect) or continue and preserve the Lien of the Ordinance. In addition, at any time, and from time to time, upon request by the Purchaser, the County will, at the County's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Purchaser, be necessary or desirable in order to verify the County's identity and background in a manner satisfactory to the Purchaser.

Section 8.19 No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and the Bondholders any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

STATE STREET PUBLIC LENDING CORPORATION

By: _____
Name:
Title:

KING COUNTY, WASHINGTON

By:_____
Name:
Title

EXHIBIT A

FORM OF COMPLIANCE CERTIFICATE

KING COUNTY, WASHINGTON
Covenant Compliance

Date _____, _____

This Certificate is delivered pursuant to that certain Continuing Covenant Agreement dated November ___, 2016 (the "*Agreement*"), between King County, Washington (the "*County*") and State Street Public Lending Corporation. Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

The undersigned is an authorized officer of the County, and hereby certifies that:

1. I am the duly appointed _____ of the County;

2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the County during the accounting period covered by the attached financial statements;

3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Potential Default or an Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below;

4. The representations and warranties of the County contained in the Agreement are true, complete and correct as of the date of this certificate, as if made on the date of this certificate;

5. The County is in compliance with the terms and provisions of the Ordinance; and

6. The Attachment hereto sets forth financial data and computations evidencing the County's current compliance with the covenants set forth in Section 15 of Ordinance 18141, all of which data and computations are, to the best of my knowledge, true, complete and correct and have been made in accordance with the relevant Sections and definitions of the Ordinance.

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the County has taken, is taking, or proposes to take with respect to each such condition or event:

_____

The foregoing certification and the financial statements delivered with this Certificate in support hereof, are made and delivered this _____ day of _____, 20___.

KING COUNTY, WASHINGTON

By:_____
Its:_____

ATTACHMENT TO COMPLIANCE CERTIFICATE

DATED AS OF _____, 20___

EXHIBIT B

FORM OF INVESTOR LETTER

November ___, 2016

King County, Washington
Department of Finance
500 Fourth Avenue ADM-FI-0611
Seattle, Washington 98104
Attention: Nigel H. Lewis
Telephone No.: (206) 263-2857
Facsimile No.: (206) 296-7345

Re: $100,000,000 King County, Washington Junior Lien Variable Rate Demand Sewer Revenue Bonds, Series 2015A and 2015B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of all of the above-referenced bonds (the *"Bonds"*), dated their date of issuance. The Bonds were issued by King County, Washington (the *"County"*) under and secured in the manner set forth pursuant to Ordinance 18141 passed on October 26, 2015 (as the same may be amended, modified or restated, the "*Ordinance*"). State Street Public Lending Corporation (the *"Purchaser,"* the *"undersigned," "us"* or *"we,"* as applicable) is purchasing the Bonds pursuant to a Continuing Covenant Agreement, dated as of November ___, 2016, between the Purchaser and the County. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Bonds have not been registered pursuant to the Securities Act of 1933, as amended (the *"1933 Act"*), the securities laws of any state nor has the Ordinance been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Bonds (i) are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, (ii) will not be listed on any securities exchange, and (iii) will not carry a rating from any rating service.

2. We have not offered, offered to sell, offered for sale or sold any of the Bonds by means of any form of general solicitation or general advertising, and we are not an underwriter of the Bonds within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.

4. We have authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the purchaser in connection with the purchase of the Bonds.

5. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

6. The Purchaser is a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act.

7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bonds. The undersigned has made its own inquiry and analysis with respect to the County, the Bonds and the security therefor, and other material factors affecting the security for and payment of the Bonds.

8. The undersigned acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the County, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Bonds and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bonds.

9. The Bonds are being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; *provided, however*, that the Purchaser reserves the right to sell, transfer or redistribute the Bonds, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of the Purchaser;

(b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors; or

(c) that the Purchaser reasonably believes to be a qualified institutional buyer or an accredited investor, or a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any case, having a combined capital and surplus of not less than $5,000,000,000 as of the date of such sale, transfer or distribution, and which in any case, executes an investor letter substantially in the form of this letter.

Very truly yours,

STATE STREET PUBLIC LENDING CORPORATION

By _____
Name: _____
Title: _____

SCHEDULE I

ADDRESSES

If to the Purchaser: (regarding credit matters):	State Street Public Lending Corporation c/o State Street Bank and Trust Company State Street Financial Center SFC/5 One Lincoln Street Boston, Massachusetts 02111-2900 Attention: Mimi K. Li, CFA, Vice President Telephone: (617) 664-3196 Telecopier: (617) 946-0188 Email: mkli@statestreet.com
(regarding operational matters):	State Street Public Lending Corporation c/o State Street Bank and Trust Company State Street Financial Center SFC/5 One Lincoln Street Boston, Massachusetts 02111-2900 Attention: Thomas Marra Telephone: (617) 664-5862 Telecopier: (617) 350-4020 Email: MuniFinanceAdministration@ statestreet.com
If to the County:	King County, Washington Department of Finance 500 Fourth Avenue ADM-FI-0611 Seattle, Washington 98104 Attention: Nigel H. Lewis Telephone No.: (206) 263-2857 Facsimile No.: (206) 296-7345
If to the Registrar, to:	U.S. Bank National Association [to come]

EXHIBIT C

FORM OF DISCLOSURE OF COUNTY CREDIT FACILITIES

No. R-_____ **$_____**

UNITED STATES OF AMERICA

STATE OF WASHINGTON

KING COUNTY

JUNIOR LIEN SEWER REVENUE BOND, SERIES 2015[A]/[B]

Maturity Date: **[CUSIP No.:]**
January 1, 2046 **_____**

Registered Owner:

Principal Amount: **FIFTY MILLION AND NO/100 DOLLARS**

KING COUNTY, WASHINGTON (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, the Principal Amount specified above (except upon conversion to bear interest at the Fixed Rate as provided in the Bond Legislation referred to herein) and to pay interest thereon (computed as provided in the Bond Legislation) from the date of this bond, or the most recent date to which interest has been paid or duly provided for, until payment of this bond, at the interest rates and on the dates determined as provided in the Bond Legislation.

Principal of and premium, if any, and interest on this bond are payable in lawful money of the United States of America. So long as this bond is registered in the name of The Depository Trust Company ("DTC") or its nominee, principal of and premium, if any, and interest on this bond are payable in the manner set forth in the Blanket Issuer Letter of Representations from the County to DTC. If this bond is no longer registered in the name of the Securities Depository, interest on this bond is payable by electronic transfer on the interest payment date, or by check or draft of the fiscal agent of the State of Washington (as the same may be designated by the State from time to time, the "Registrar") mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date, and principal of and premium, if any, on this bond are payable upon presentation and surrender of this bond by the Registered Owner to the Registrar. The County is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner.

This bond is issued to provide funds necessary to pay a portion of the principal of and interest on the County's outstanding Sewer Revenue Bond Anticipation Notes, Commercial Paper Series A, and to pay the costs of issuing this bond and the County's Junior Lien Sewer Revenue Bond, Series 2015[A]/[B] (together, the "Bonds").

The Bonds are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington, the County Charter and applicable ordinances duly adopted by the County, including Ordinance 18141, as amended, and Motion of the County Council (together, the "Bond Legislation"). Capitalized terms used in this bond and not defined herein have the meanings given such terms in the Bond Legislation.

This bond is issued initially as a Long-Term Rate Bond bearing interest payable on November 16, 2016 (a "Long-Term Rate Mandatory Purchase Date"), computed on the basis of a 360-day year of twelve 30-day months. The Bonds are subject to mandatory tender for purchase by the Tender Agent (initially, the Registrar), at a price equal to the principal amount of the Bonds (the "Purchase Price") on the Long-Term Rate Mandatory Purchase Date. Thereafter, at the option of the County, upon the satisfaction of certain conditions set forth in the Bond Legislation, this bond may be converted to bear interest at the Daily Rate, the Weekly Rate, an Index Floating Rate, an Alternate Index Rate, a Direct Purchase Rate, the Short-Term Rate, another Long-Term Rate or the Fixed Rate, and this bond may become subject to optional and mandatory tender for purchase and optional redemption. Upon conversion to bear interest at the Fixed Rate, this bond may be converted to serial bonds or serial and term bonds subject to mandatory sinking fund redemption.

If the funds available for the purchase of this bond on the Long-Term Mandatory Purchase Date are insufficient to purchase this bond, then no purchase of this bond will occur on the Long-Term Mandatory Purchase Date, the Tender Agent is required to return this bond to the Registered Owner on the Long-Term Mandatory Purchase Date, and this bond will continue to bear interest at the applicable Long-Term Rate until the date that this bond has been purchased. The failure of the County to pay the Purchase Price of this bond as and when due on the Long-Term Rate Mandatory Purchase Date constitutes a default.

This bond is an obligation only of the Junior Lien Bond Fund. The amounts covenanted in the Bond Legislation to be paid out of Revenue of the System into the Junior Lien Bond Fund and the accounts therein constitute a lien and charge on Revenue of the System junior, subordinate and inferior to Operating and Maintenance Expenses; junior, subordinate and inferior to the lien and charge on such Revenue of the System for the payments required to be made into the Parity Bond Fund and the accounts therein; junior, subordinate and inferior to the lien and charge on such Revenue of the System for the payments required to be made into the Parity Lien Obligation Fund and the accounts therein; equal to the lien and charge on such Revenue of the System to pay and secure the payment of the outstanding Junior Lien Obligations and any Additional Junior Lien Obligations; and superior to all other liens and charges of any kind or nature, including, inter alia, the lien and charge on such Revenue of the System to pay and secure the payment of Multi-Modal LTGO/Sewer Revenue Bonds, Subordinate Lien Obligations, SRF Loans and Public Works Trust Fund Loans.

This bond is not a general obligation of the county. Neither the full faith and credit nor the taxing power of the county or the State or any political subdivision thereof is pledged to the payment of this bond.

The County hereby covenants and agrees with the Registered Owner of this bond that it will keep and perform all the covenants of this bond and of the Bond Legislation to be by it kept and performed. The County has obligated and bound itself to set aside and pay into the Junior Lien Bond Fund out of Revenue of the System amounts sufficient, together with income from the investment of money in the Junior Lien Bond Fund and any other money on deposit in the Junior Lien Bond Fund and legally available, to pay the Bonds as the same become due and payable.

The County has pledged that it will cause the System to be maintained in good condition and repair and to be operated in an efficient manner and at a reasonable cost. The County has further pledged that it will at all times establish, maintain and collect adequate rates and charges for sewage disposal service as provided in the Bond Legislation. Reference to the Bond Legislation is made for a description of the nature and extent of the security for the Bonds, the funds or revenues pledged, and the terms and conditions upon which the Bonds are issued.

The pledge of revenues and other obligations of the County under the Bond Legislation may be discharged prior to maturity of the Bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Legislation.

This bond will not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Legislation until the Certificate of Authentication hereon has been manually signed by the Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington and the Charter and ordinances of the County to exist and to have happened, been done and performed precedent to and in the issuance of this bond do exist and have happened, been done and performed and that the issuance of this bond and the Bonds does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the County may incur.

IN WITNESS WHEREOF, the County has caused this bond to be executed by the manual or facsimile signature of the County Executive, to be attested by the manual or facsimile signature of the Clerk of the County Council, and the seal of the County to be impressed or imprinted hereon, all as of November 24, 2015.

KING COUNTY, WASHINGTON

By _____
King County Executive

ATTEST:

_____
Clerk of the County Council

Date of Authentication: November 24, 2015.

CERTIFICATE OF AUTHENTICATION

This is the fully registered Junior Lien Revenue Bond, Series 2015[A]/[B], of King County, Washington, dated November 24, 2015, described in the within mentioned Bond Legislation.

WASHINGTON STATE FISCAL AGENT
as Registrar

By _____
Authorized Signer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please insert Social Security Number or Taxpayer Identification Number of Transferee)

_____

_____
(Please print or typewrite name and address, including zip code of Transferee)

the within mentioned bond and hereby irrevocably constitutes and appoints

_____
or its successor to transfer the same on the Bond Register with full power of substitution in the premises.

Dated:_____, 20___.

_____
NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears on the front of the within mentioned bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

_____
NOTICE: Signatures must be guaranteed pursuant to law.

ATTACHMENT 3

September 27, 2016

The Honorable Joe McDermott
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember McDermott:

The proposed package of legislation is comprised of an ordinance that would amend Ordinance 18141 and a sale motion that would approve the remarketing of the $100 million of outstanding Junior Lien Sewer Revenue Bonds, Series 2015A and 2015B (the Bonds). Because the outstanding Bonds mature on November 16, 2016, the legislation is time sensitive and we are respectfully urging the Council's approval no later than Monday, October 31, 2016.

Pursuant to the authority granted in Ordinance 18141, the Bonds were issued in November 2015 in order to provide the funds needed to pay off the expiring commercial paper program of the Wastewater Treatment Division (WTD). At that time, however, the County had not completed a desired comprehensive review of WTD's variable rate debt, of which the commercial paper had been the first element, to determine both the appropriate future level of variable rate debt and the optimal form of such debt. Accordingly, in order to provide additional time to allow this review to be completed, the Bonds were issued in the form of 1-year notes (the Notes) rather than entering into a more long-term debt instrument. To ensure that such a review of the WTD variable rate debt be completed timely, a sunset provision in Ordinance 18141 prevents additional remarketings after December 31, 2016.

During the first half of 2016 this review was completed. In light of the substantial interest savings that have been realized and are expected to continue, it was concluded that it is appropriate to maintain WTD's variable rate debt at its current level of $500 million, which at approximately 14% of its total outstanding debt is well below the 20% limitation specified in its financial policies. Further, the review identified that the County should steadily begin amortizing the outstanding variable rate debt rather than await the respective lump sum payments due at maturity (called "bullet maturities"). Accordingly, the 2017 adopted WTD sewer rate incorporates initial amortization payments for the variable rate debt.

With such confirmation, the County proceeded to work with its financial advisor to identify the most advantageous form in which to remarket the Bonds to provide a more permanent replacement product. This exercise concluded in a recommendation that the lowest all-in

financing cost for the County would be achieved by entering into a 3-year direct purchase loan with State Street Bank. A direct purchase loan has certain other distinct advantages when compared to issuing variable rate demand bonds backed by either a letter or line of credit from a bank. Because the interest rate is tied to a short-term index, the County is not exposed to bank risk that might hurt the weekly re-pricing of variable rate demand bonds. Additionally, the County avoids many of the expenses associated with issuing bonds, such as underwriting and rating agency fees, and there are no ongoing remarketing fees.

With the completion of the review of WTD's variable rate debt and the selection of the State Street direct loan as the permanent replacement for the outstanding Bonds, the proposed legislation is ready for the Council's review and approval. Specifically, the proposed amendment to Ordinance 18141 would eliminate the sunset provision and delegate authority to the Finance Director to approve future remarketings of the Bonds, as is the case with the County's other outstanding variable rate debt issues. Meanwhile, the proposed sale motion approves the terms of the Bonds to incorporate the provisions of the Continuing Covenant Agreement with State Street Bank that will govern the direct loan arrangement.

This legislation is time sensitive. In order that the remarketing of the Bonds can be accomplished prior to the maturity of the Notes on November 16, 2016, we are urging that the Council adopt this package of legislation on or before October 31, 2016.

Thank you for your consideration of this request, which is consistent with the financial stewardship goal in King County's Strategic Plan. If you have questions regarding this legislation, please call Ken Guy, Director, Finance and Business Operations Division, at 206-263-9254.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Carolyn Busch, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Caroline Whalen, County Administrative Officer, Department of Executive Services (DES)
Christie True, Director, Department of Natural Resources and Parks
Ken Guy, Director, Finance and Business Operations Division, DES

2015/2016 FISCAL NOTE

Ordinance/Motion: 2016-XXXX
AN ORDINANCE amending Ordinance 18141 to provide long-term financing for the capital needs of the county's sewer system by authorizing the future remarketings of the 2015 junior lien sewer revenue bonds beyond 2016.

Affected Agency and/or Agencies: Wastewater Treatment Division, Department of Natural Resources
Note Prepared By: Nigel Lewis (263-2857)
Date Prepared: 9/15/2016
Note Reviewed By:

Date Reviewed:

Description of request:

This amended ordinance would permit the future remarketing of the 2015 junior lien sewer revenue bonds of the Wastewater Treatment Division beyond 2016.

Revenue to:

Agency	Fund Code	Revenue Source	2015/2016	2017/2018	2019/2020
TOTAL			$ -	$ -	$ -

Expenditures from:

Agency	Fund Code	Department	2015/2016	2017/2018	2019/2020
Sewer Revenue Bond Fund	8920	Exec Services			
TOTAL			$ -	$ -	$ -

Expenditures by Categories

	2015/2016	2017/2018	2019/2020
Wastewater debt service expense	$ -	$ -	$ -
TOTAL	$ -		

Does this legislation require a budget supplemental? No
Notes and Assumptions: The all-in cost of future remarketed junior lien obligations is expected to be approximately equivalent to the rate on outstanding junior lien obligations so this ordinance is not expected to have any material impact on the finances of the Wastewater Treatment Division.

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PiperJaffray.

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Tel: 206-628-2882 | Tel: 866-382-6637 | Fax: 206-343-2103
Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

October 10, 2016

MEMORANDUM

To: Ken Guy, Director, King County Finance and Business Operations Division

From: Rob Shelley, Managing Director, Piper Jaffray & Co.

Re: WTD Variable Rate Portfolio Overview and Recommendation for 2015 Multi-Modal Bonds

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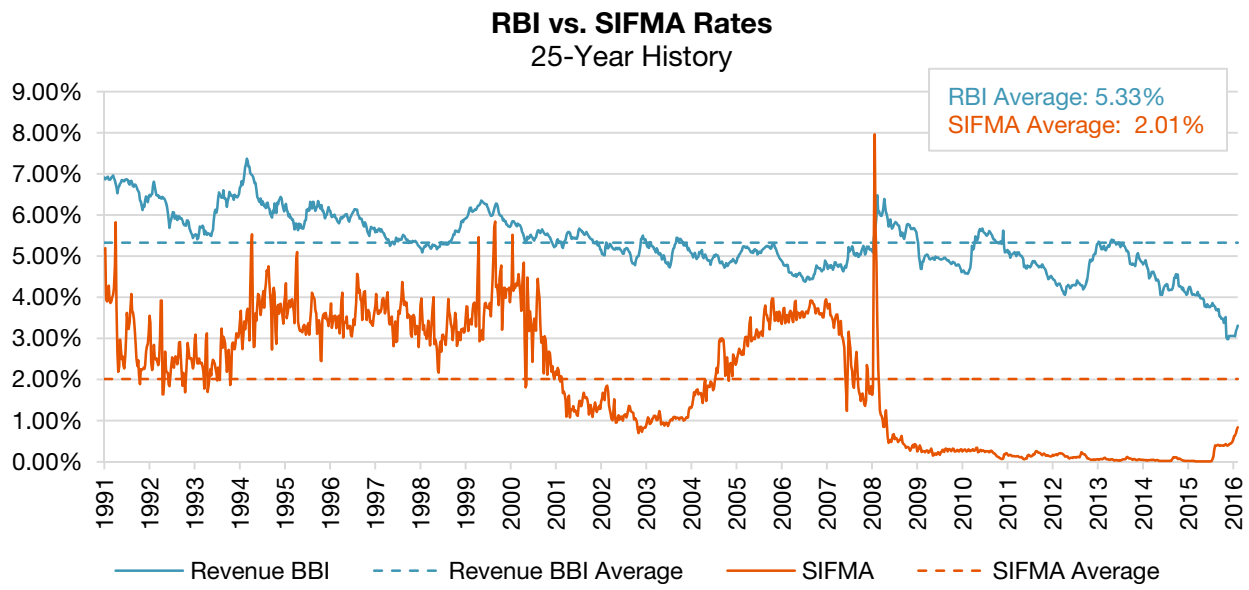
The Wastewater Treatment Division's ("WTD") financial model has long assumed that a portion of its debt portfolio will be issued in variable rate mode. The WTD's debt policy limits the Utility's variable rate debt exposure to an amount equal to 20% of all debt outstanding although 15% is the target used in the Utility's financial model. The financial model assumes that variable rate debt will be issued periodically to maintain exposure at approximately this level. The WTD's initial variable rate issuance was its $100 million commercial paper program ("CP") in 1996. Over the next almost two decades, the Utility has expanded its variable rate portfolio to a total of $500 million and into Variable Rate Demand Obligation ("VRDO") and Direct Purchase ("DP") structures. The main reasons for issuing variable debt are two-fold; first, it allows the County to achieve a borrowing cost that historically has been quite a bit lower than traditional fixed rate debt and second, it provides the WTD with a natural hedge against any fluctuation in the earnings on its short-term investments. This memo will discuss each of these rationales for utilizing variable rate debt, provide an overview of the current WTD variable rate debt portfolio, and discuss the results of the overview of this portfolio that took place earlier this year. Following that, it will discuss the recommended next step with regards to the County's 2015 Multi-Modal Bonds.

Lower Borrowing Cost

As indicated in the graph at the top of the next page, interest rates on variable rate tax-exempt bonds (represented by the SIFMA index) have historically been significantly below corresponding fixed rate tax-exempt bonds (as represented by the Revenue BBI). This is primarily due to the fact that in almost all situations the tax-exempt yield curve is positively sloped, meaning that investors demand a higher return the longer they lend an issuer their money. An investor can sell its variable rate bonds back with just a week's notice so this type of investment is at the very short end of the yield curve and therefore warrants the lowest borrowing cost in any given interest rate environment.



The WTD has benefitted significantly over the years from this relationship with its variable rate portfolio. For example, the 2001 variable rate bonds have experienced an average interest rate, including costs, of approximately 1.65% since inception. The WTD's last long-term new money issuance was sold in September of the year. The borrowing cost for this issue was 3.78% which is 177 basis points above the 25-year average for SIFMA, or approximately 125 basis points higher once ongoing support costs are taken into account. For the WTD's $500 million variable rate portfolio, this difference would translate into interest savings of $6.25 million per year. While the past performance of this sector of the market is no guarantee that the County will experience similar results on its portfolio going forward, it is reasonable to assume that the County will realize some level of interest rate savings through this approach.

Asset/Liability Hedge

The WTD carries significant fund balances for operating, capital and debt service reserve purposes. These balances are invested in short-term investments through the King County Investment Pool ("KCIP") and the earnings rates on these funds have fluctuated dramatically since the beginning of the financial crisis. In mid-2007, the rate on the KCIP was over 5.00% but as short-term investment rates plummeted beginning in 2008, the Pool earnings rate has fallen as well and currently sits at around 0.85-0.90%. This drop in investment rates has reduced revenues available to the WTD. By issuing variable rate debt, the County establishes a liability, the cost of which will fluctuate similarly to the rates on short-term investments held by the KCIP. This creates an asset/liability hedge where investment revenues and debt service expense should generally fluctuate in a like manner. Due to this offsetting effect, the County's net revenues would be less sensitive to the level of short-term interest rates for the portion of the investment portfolio that is hedged and this helps provide more certainty on the budget front. Going forward, a conservative projection is that the Utility's average cash balances (including an average balance in the bond funds) will be approximately $250 million. Since investment earnings are at taxable interest rates and interest payments are at lower tax-exempt rates, most hedging programs utilize a ratio of taxable investments to tax-exempt debt of approximately .7/1. Utilizing this ratio, the WTD's assets would justify short-term debt of approximately $355

million purely from a hedging standpoint. That being said, it is important to note that while both the interest cost associated with the WTD's variable rate debt portfolio and the earnings on the KCIP are impacted by movements in short-term interest rates, they will not move perfectly in tandem. The interest rates on the WTD's variable rate portfolio are reset either weekly or monthly and generally track the very shortest point in the yield curve. The average investment term of the KCIP is closer to a year so while still at the short end of the interest rate curve, its returns will not be as sensitive to interest rate moves as the interest cost on variable rate debt. Over the long-term, there should be a correlation but, in periods of rapid changes in interest rates, there will tend to be a lag before the rate of return on the KCIP catches up.

Overview of the WTD's Existing Variable Rate Portfolio

As mentioned previously, the WTD financial model assumes an outstanding variable rate debt balance equal to approximately 15% of the Utility's outstanding amount of debt. Currently, the WTD's $500 million of outstanding variable rate debt is approximately $70 million less than 15% of the Utility's current debt balance of $3.8 billion. An additional variable rate issuance is scheduled to take place in 2018 in order to bring the total variable rate debt outstanding closer to the 15% policy goal. The following table summarizes the Utility's current portfolio of variable rate debt.

KING COUNTY-SUMMARY OF WTD VARIABLE RATE DEBT PORTFOLIO

Series	Structure	Type of Obligations	Amount Outstanding as of 10/1/2016	Type of Facility	Provider	Expiration	Maturity
2001 Series A&B	VRDO	Junior Lien Obligations	$100,000,000	Letter of Credit	Landesbank Hessen-Thuringen Girozentrale (Helaba)	9/30/2020	01/01/2032
2010 Series A&B	VRDO	Multi-Modal LTGO/Sewer Revenue Bonds	$100,000,000	Standby Bond Purchase Agreement	State Street Bank and Trust Company	11/03/2017	01/01/2040
2011	Direct Purchase	Junior Lien Obligations	$100,000,000	Bondholder's Agreement	US Bank National Association	05/01/2017	01/01/2042
2012	Direct Purchase	Junior Lien Obligations	$100,000,000	Continuing Covenant Agreement	Wells Fargo Municipal Capital Strategies, LLC	12/27/2016(1)	01/01/2043
2015 Series A&B	1-Year Note Mode	Junior Lien Obligations	$100,000,000	N/A	N/A	11/16/2016(2)	01/01/2043

(1) A three-year extension with Wells Fargo is currently in process.
(2) The County is currently in negotiations with State Street Bank to enter into a three-year continuing covenant agreement to facilitate a direct purchase of these bonds on their 11/16/16 mandatory tender date.

In addition to interest rate risk, there are a variety of other risks inherent with the issuance of variable rate debt. Two of the primary risks are bank risk and renewal risk, and the County's portfolio has been set up to mitigate these by utilizing several different banks to limit exposure to one financial institution and by staggering the expiration dates for the various bank credit facilities so that only a limited amount of the portfolio is subject to renewal risk at a time. Additionally, two out of the five variable issues are in the form of a bank direct purchase. These direct loans shield the County from interim exposure to a bank's credit as they are locked in at a fixed spread to the one-month LIBOR rate until the expiration date. With traditional variable rate structures that are remarketed on a weekly basis, deterioration in a supporting bank's credit translates into a wider spread to SIFMA and a higher borrowing cost.

There are two bond issues that will require action by the County later this year. The first is the 2015 multi-modal bonds that were originally sold as a one-year note while the County assessed what approach to implement in the long-term. The results of this assessment will be discussed later in this memo. The second is the 2012 junior lien bonds where the supporting continuing covenant agreement with Wells Fargo will expire at the end of the year. The County is currently negotiating a 3-year extension of this agreement.

Considerations Regarding the WTD's Existing Variable Rate Portfolio

In 2016, the WTD, along with the staff from the Finance and Business Operations Division of the Department of Executive Services and the Office of Performance, Strategy and Budget, reviewed the Utility's approach to variable rate debt as a component of its capital structure. The review focused on the appropriate size of the WTD variable rate program and adjustments to the assumed amortization of variable rate debt.

Size of Variable Rate Portfolio - While the Utility's financial model assumes that the amount of its variable rate debt outstanding will equal 15% of the WTD's outstanding debt, the WTD's current variable rate capacity policy actually allows the issuance of variable rate debt up to 20% of the amount debt outstanding. There are currently no plans to tap into this additional capacity, but, should market conditions present an opportunity in the future, additional variable rate debt is a possibility.

There is no absolute guidance for the appropriate level of variable rate debt as each government entity will have its own unique business reasons and risk tolerance that will play a role in determining what level is appropriate. Absent specific guidance, one place that issuers look to is the opinion of the rating agencies. While rating agencies have backed away from formal guidance on the appropriate level of variable rate debt, traditionally they have been comfortable if no more than 15-20% of an issuer's debt is in variable rate mode. When calculating this ratio, they will focus on the *unhedged* portion of an issuer's variable rate debt. In other words, any variable rate debt that can be matched against a like amount of variable rate assets would not count towards this limitation. As mentioned previously, the WTD has approximate average cash balances of $250 million which could be viewed as a hedge. This leaves a balance of $250 million of unhedged variable rate debt, or 6.6% of the WTD's outstanding debt. Using the .7/1 ratio of taxable assets to tax-exempt debt mentioned earlier, the existing portfolio would be hedged for all but approximately $145 million, or 3.8% of the WTD's outstanding debt. Under either approach, the net amount outstanding is a relatively low figure and one that has received barely a mention from the rating agencies in annual credit discussions with the Utility.

The risks associated with variable rate debt and the ability to mitigate them help drive the determination of an appropriate level of variable rate debt. Strategies regarding how the debt is structured and how it is budgeted for are two approaches that can help mitigate risk. On the structure front, it is important to have a variety of credit support providers. As discussed previously, the County's variable rate portfolio is currently backed by four different banks, with representation from both domestic and foreign institutions. Maintaining limited exposure to one institution or one region limits the concentration risk and the chance that the WTD will be forced to pay an above market interest rate or have a liquidity event. As far as budgeting is

concerned, while it is anticipated that there will be some debt service savings associated with variable rate debt, it is important that an entity not budget in anticipation of actually receiving this full benefit. In keeping with its overall approach to its financial model, the WTD has used very conservative assumptions for the debt service cost associated with its variable rate debt. The current financial plan incorporates an interest rate for variable rate debt of 5.40% (90% of the assumed rate for fixed rate borrowing) which leaves plenty of cushion to absorb any interest rate volatility. As actual interest costs have come in well below this level, additional funds have been available to invest in the capital program which helps reduce sewer rates in future years. This combination of limited concentration risk and a conservative budgeting approach mitigates risk, making the use of variable rate debt more prudent.

Access to inter-fund loans through the KCIP also helps mitigate the risks associated with variable rate debt. In a situation where a particular variable rate issue encounters difficulties, a loan from the pool is available as a temporary funding backstop to retire the bond issue until replacement financing can be obtained. This backstop proved extremely valuable during the financial crisis when one of the County's outstanding variable rate issues encountered bond insurer and bank-related difficulties.

After reviewing the risks and mitigating factors described above, the WTD determined that variable rate debt should continue to play a significant role in its capital structure and that the current size of the portfolio is prudent, affirming its practice of maintaining 15% of its outstanding debt in a variable rate mode.

Amortization of Variable Rate Debt – To date, the WTD's variable rate debt has been structured as bullet maturities. The primary reasons for doing so have been a desire to maintain the Utility's 15% variable rate target and to maximize the economic benefit of the Utility's lowest-cost debt. While there are good reasons for keeping this debt outstanding as long as possible, there are important financial and legal considerations for establishing a plan for retiring it at some point. From a financial standpoint, it is important to align the term of an entity's debt with the useful life of the assets financed. If debt is still outstanding on an asset at the point where it needs to be replaced with a new financing, an issuer has essentially doubled-up on its debt which leads to a higher degree of leverage and an increased share of revenues going towards the payment of debt service. On the legal requirement front, IRS regulations require that the term of tax-exempt bond financing not exceed 120% of the useful life of the asset(s) being financed.

While the WTD's assets do have very long useful lives, given the depreciation schedules utilized for accounting purposes and taking into account both these financial and legal constraints, it may be difficult to justify extending variable rate debt beyond the stated 30-year term. Financially, it also would be very difficult to retire the full amount of the bullet at the maturity date. Given these two factors, establishing some mechanism that begins debt retirement significantly ahead of the stated maturity date would be prudent. Spreading the payments out over a long period of time will help with sewer rate management, and phasing the program in over time will help transition the rate model from the currently imbedded assumption of no variable rate amortization without an immediate shock to the sewer rate.

To offset the reduction in its variable rate portfolio and maintain it 15% variable rate target, the County could establish some type of flexible variable rate debt mechanism that could be used to finance new capital improvements in amounts that matched the variable rate debt amortized. This could be in the form of a line of credit or CP program. Once the balance in this vehicle achieved a certain critical mass it could be refinanced into a more traditional longer-term variable rate debt instrument.

As part of the 2017 rate process, the WTD reviewed a variety of potential variable rate debt amortization possibilities and settled on a plan that begins amortization of a variable rate bond issue at least ten years prior to the issue's final maturity. This approach was incorporated in the 2017 sewer rate that was adopted by Council and the first of these amortization payments is scheduled to occur next year.

Long-term Structure for the WTD's 2015 Multi-Modal Bonds

Following the review and confirmation of the size of the WTD's variable rate debt portfolio, it was determined that converting the 2015 Multi-Modal Bonds to a long-term variable rate structure would be appropriate. As an initial step in that process, a solicitation of banking institutions was conducted for the provision of one or more of the following products: 1) Irrevocable Direct Pay Letter of Credit (LOC), 2) Standby Bond Purchase Agreement (SBPA), and/or 3) Direct Purchase Bank Loan. One potential variable rate approach that was not considered is the issuance of Floating Rate Notes (FRNs). The reason for this is that in the previous 12-18 months the buyer base for this product had shrunk significantly. This resulted in increased pricing for this product to the point that the economics no longer made it a competitive option to achieve the County's goals. Unlike the bank products where pricing is determined as part of the proposal process, the pricing for FRNs is set at market rates at the time of funding. Accordingly, we would only recommend pursuing the FRN approach if it appeared likely that the eventual market rate would be more favorable than the bank product options, and that was not the case.

Proposals were received from nine different banking institutions. In total, the County received six proposals to provide LOCs, five proposals to provide SBPAs, and four proposals to provide direct purchase bank loans. Some banks proposed multiple terms for the facilities, but all offered 3-year terms making that the most comparable term. Furthermore, the pricing for either shorter- or longer- terms did not provide sufficient incentive for the County to pursue them.

The most favorable pricing for each product for the three-year term, reflecting estimated market trading differentials as of May 2016 when the proposals were received, plus ongoing support costs, is shown in the table on the following page.

Estimated Annual Cost for Best Proposals Received (3-Year Term)[1]

Facility	Provider	Rates as of May 2016	Historic Rates (10-year Avg)
LOC[2]	SMBC	0.870%	1.413%
SBPA[2]	MUFG	0.890%	1.433%
Direct Loan	State Street	0.785%	1.381%

[1] Pricing reflects remarketing fees and estimated market trading differential; does not reflect upfront or ongoing rating costs associated with LOCs and SBPAs. LOC and SBPA pricing is based on the SIFMA index; direct loan pricing is based on 70% of LIBOR.

[2] The Industrial and Commercial Bank of China is a new entry in this market and did provide the most aggressive pricing for both an LOC and a SBPA. They have not yet backed any publicly offered debt so there is no benchmark for where bonds with their backing would trade. Our desk believes that the market premium would be substantial enough that it would not provide the best all-in-cost to the County. Additionally, the County would be exposed to the significant uncertainty associated with the Chinese economy and banking system.

As indicated in the table above, the direct loan proposal from State Street is the most aggressive. Additionally, this proposal is advantageous due to the reduced risks associated with direct purchases generally. In a direct purchase, the bank purchases all of the bonds for its own account for the duration of the agreement. Conversely, LOC- and SBPA-backed weekly floaters are remarketed in the public market each week and, as a result, an issuer is exposed on a weekly basis to any deterioration in the credit-worthiness of the bank supporting the debt. If the market's perception of a bank weakens, that is likely to lead to higher weekly rate resets and a higher borrowing cost for the issuer. This risk is eliminated with the direct purchase mechanism.

One of the considerations we focus on when making a recommendation about a new bank product is how it fits with the County's existing portfolio of bank exposure. As illustrated in the table on page three of this memo, the County currently has four different bank product providers, with facility expiration dates spread throughout the next four years. Adding a State Street direct purchase to this list would double the exposure to that bank which would put the County at risk should the bank decide to exit the municipal banking business. Mitigating this is that with a three-year term for the new agreement, there would be significant separation between the expiration dates associated with the two State Street agreements, meaning that the County would not be left in a situation where it would need to replace the full $200 million at the same time. Additionally, as described above, with a direct purchase the County would not have any exposure to the market's view of State Street's credit worthiness so it would be unlikely for the County to want to terminate the direct purchase loan agreement early for credit-related reasons.

An additional consideration in this process is the amount of associated transaction costs beyond the direct cost of the facility itself. For an LOC or SPBA, in addition to the remarketing fees captured in the pricing comparison above, the County would also be responsible for paying

upfront and ongoing rating fees. These fees would add approximately 4-5 basis points per year to the cost of these transactions for the three-year term.

Recommendation

For the permanent structure for the 2015 Multi-Modal Bonds, I recommend that the County accept the proposal from State Street for a direct loan for a term of three years. The pricing of their proposal is the most aggressive of all the direct loan proposals. Additionally, their pricing is very comparable to the most aggressive pricing contained in the proposals received for direct pay LOCs and SBPAs. With a direct loan, though, the County would not incur the upfront and ongoing rating expense associated with LOC/SBPA-backed weekly floaters so the proposal from State Street provides the overall lowest cost to the County once transaction costs are accounted for. In addition to being the most cost-effective, the State Street direct loan eliminates several of the risks associated with weekly floaters so it is strongest from a risk perspective as well. The one downside to accepting the State Street proposal is that the County would then have a total of $200 million in exposure with one banking institution. While this could prove problematic should State Street ever decide to exit the municipal banking business, the staggered expirations of the two facilities would help minimize that concern.

Please contact me at (206) 628-2979 or robert.e.shelley@pjc.com should you have any questions.

Cc: Nigel Lewis, King County Finance and Business Operations Division
Dan Kaplan, King County Wastewater Treatment Division
Shannon Thompson, Piper Jaffray & Co.

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Piper Jaffray & Co. Since 1895. Member SIPC and NYSE.

May 12, 2016

MEMORANDUM

To: Ken Guy, Director, King County Finance and Business Operations Division

From: Rob Shelley, Managing Director, Piper Jaffray & Co.

Re: Conversion of 2015 Multi-modal bonds

Overview

In November 2015, King County issued $100 million in Junior Lien Sewer Revenue bonds to extinguish its outstanding commercial paper program for the Wastewater Treatment Division (WTD). WTD's financial plan calls for this portion of its debt to remain as part of its variable rate portfolio and, to that end, the new bonds were issued as multi-modal bonds. In November, the ultimate structure for these bonds had not yet been determined so they were issued as one-year notes with a maturity of November 16, 2016. By that date, the County will need to develop and execute a plan to convert or retire the outstanding bonds.

As an initial step in that process, a solicitation of banking institutions was conducted for the provision of one or more of the following products: 1) Irrevocable Direct Pay Letter of Credit (LOC), 2) Standby Bond Purchase Agreement (SBPA), and/or 3) Direct Purchase Bank Loan. One potential variable rate approach that was not considered is the issuance of Floating Rate Notes (FRNs). The reason for this is that in the past 12-18 months the buyer base for this product has shrunk significantly. This has increased pricing for this product to the point that the economics no longer make it a competitive option to achieve the County's goals. Unlike the bank products where pricing is determined as part of the proposal process, the pricing for FRNs is set at market rates at the time of funding. Accordingly, we would only recommend pursuing the FRN approach if it appeared likely that the eventual market rate would be more favorable than the bank product options, and this is currently not the case. This memo summarizes the results of the bank solicitation and provides a recommended approach for the conversion of the 2015 bonds.

Analysis

Proposals were received from nine different banking institutions. In total, the County received six proposals to provide LOCs, five proposals to provide SBPAs, and four proposals to provide direct purchase bank loans. Some banks proposed multiple terms for the facilities, but all offered 3-year terms making that the most comparable term, Furthermore, the pricing for either shorter- or longer- terms did not provide sufficient incentive for the County to pursue them.

The most favorable pricing for each product for the three-year term, reflecting estimated market trading differentials and ongoing support costs, is shown in the table on the following page.

Estimated Annual Cost for Best Proposals Received (3-Year Term)[1]

Facility	Provider	Current Rates	Historic Rates (10-year Avg)
LOC[2]	SMBC	0.870%	1.413%
SBPA[2]	MUFG	0.890%	1.433%
Direct Loan	State Street	0.785%	1.381%

[1] Pricing reflects remarketing fees and estimated market trading differential; does not reflect upfront or ongoing rating costs associated with LOCs and SBPAs. LOC and SBPA pricing is based on the SIFMA index; direct loan pricing is based on 70% of LIBOR.

[2] The Industrial and Commercial Bank of China is a new entry in this market and did provide the most aggressive pricing for both an LOC and a SBPA. They have not yet backed any publicly offered debt so there is no benchmark for where bonds with their backing would trade. Our desk believes that the market premium would be substantial enough that it would not provide the best all-in-cost to the County. Additionally, the County would be exposed to the significant uncertainty associated with the Chinese economy and banking system.

As indicated in the table above, the direct loan proposal from State Street is the most aggressive. Additionally, this proposal is advantageous due to the reduced risks associated with direct purchases generally. In a direct purchase, the bank purchases all of the bonds for its own account for the duration of the agreement. Conversely, LOC- and SBPA-backed weekly floaters are remarketed in the public market each week and, as a result, an issuer is exposed on a weekly basis to any deterioration in the credit-worthiness of the bank supporting the debt. If the market's perception of a bank weakens, that is likely to lead to higher weekly rate resets and a higher borrowing cost for the issuer. This risk is eliminated with the direct purchase mechanism.

Another factor to consider is the October 2016 implementation of money market fund reform. The most significant component of these reforms is that beginning October 14, 2016, tax-exempt institutional money market funds, among others, will have to sell and redeem their shares based on a "floating NAV." While most market participants do not expect this to lead to significant long-term changes in the buyer base for short-term municipal debt, it could create intermittent dislocations leading up to and following the October implementation date. Since, unlike weekly floaters, a direct purchase does not rely on the tax-exempt money market fund buyer base, it will not be directly impacted by these types of dislocations. Although, should these new requirements lead to higher short-term interest rates or increased volatility in the underlying index that determines the rates for a direct purchase, there could be some indirect impact.

One of the considerations we focus on when making a recommendation about a new bank product is how it fits with the County's existing portfolio of bank exposure. That current exposure is summarized in the table on the following page.

Summary of King County Credit Facilities for Outstanding Bonds

Series	Typed of Bonds	Outstanding as of 1/1/2016	Type of Facility	Provider	Expiration
Junior Lien Variable Rate Demand Sewer Revenue Bonds, Series 2001 A and B	Junior Lien Obligations	$100,000,000	Letter of Credit	Landesbank Hessen-Thuringen Girozentrale (Helaba)	9/30/2020
Multi-Modal Limited Tax General Obligation Bonds (Payable from Sewer Revenue), Series 2010 A and B	Multi-Modal LTGO/Sewer Revenue Bonds	$100,000,000	Standby Bond Purchase Agreement	State Street Bank and Trust Company	11/3/2017
Junior Lien Variable Rate Demand Sewer Revenue Bonds, Series 2011	Junior Lien Obligations	$100,000,000	Bondholder's Agreement	U.S. Bank National Association	05/01/2017
Junior Lien Variable Rate Demand Sewer Revenue Bonds, Series 2012	Junior Lien Obligations	$100,000,000	Continuing Covenant Agreement	Wells Fargo Municipal Capital Strategies, LLC	12/27/2016
Multi-Modal Limited Tax General Obligation Bonds, Series 2013	LTGO	$37,340,000	Continuing Covenant Agreement	Bank of America Preferred Funding Corporation	8/6/2016

As illustrated in the table, the County currently has five different bank product providers, with facility expiration dates spread throughout the next four years. Adding a State Street direct purchase to this list would double the exposure to that bank which would put the County at risk should it decide to exit the municipal banking business. Mitigating this is that with a three-year term for the new agreement, there would be significant separation between the expiration dates associated with the two State Street agreements, meaning that the County would not be left in a situation where it would need to replace the full $200 million at the same time. Additionally, as described above, with a direct purchase the County would not have any exposure to the market's view of State Street's credit worthiness so it would be unlikely for the County to want to terminate the direct purchase loan agreement early for credit-related reasons.

An additional consideration in this process is the amount of associated transaction costs beyond the direct cost of the facility itself. For an LOC or SPBA, in addition to the remarketing fees captured in the pricing comparison above, the County would also be responsible for paying upfront and ongoing rating fees. These fees would add approximately 4-5 basis points per year to the cost of these transactions for the three-year term.

Unlike the authorizing bond ordinances for the County's other variable rate debt which provide for mode changes and remarketings through the final maturity, the authorizing ordinance for the 2015 multi-modal bonds only permits the sale or remarketing of bonds through December 31, 2016, with the Council's stated intent for this limitation being that it wanted to be apprised of what the ultimate structure for the 2015 multi-modal bonds would be. The need for Council action will necessitate a fairly rapid turn of documents in order to meet the November 16, 2016 conversion date and the fact that the County and State Street's counsel have previously been able to successfully reach agreement on document terms gives me some confidence that this timeline is achievable.

PiperJaffray
SEATTLE-NORTHWEST DIVISION

Recommendation

I recommend that the County accept the proposal from State Street for a direct loan for a term of three years. The pricing of their proposal is the most aggressive of all the direct loan proposals. Additionally, their pricing is very comparable to the most aggressive pricing contained in the proposals received for direct pay LOCs and SBPAs. With a direct loan, though, the County would not incur the upfront and ongoing rating expense associated with LOC/SBPA-backed weekly floaters so the proposal from State Street provides the overall lowest cost to the County once transaction costs are accounted for. In addition to being the most cost-effective, the State Street direct loan eliminates several of the risks associated with weekly floaters so it is strongest from a risk perspective as well. The one downside to accepting the State Street proposal is that the County would then have a total of $200 million in exposure with one banking institution. While this could prove problematic should State Street ever decide to exit the municipal banking business, the staggered expirations of the two facilities would help minimize that concern.

Please contact me at (206)628-2879 or robert.e.shelley@pjc.com should you have any questions.

Cc: Nigel Lewis, King County Finance and Business Operations Division

King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	7	**Name:**	Mary Bourguignon
Proposed No.:	2016-B0157	**Date:**	October 17, 2016

SUBJECT

A briefing on the King County Library System's 2015 Annual Report, "KCLS Stories," and upcoming projects and initiatives.

SUMMARY

The King County Library System (KCLS) operates 49 libraries throughout King County, serving nearly all King County residents, and is one of the highest regarded library systems in the United States.[1] Its mission is "…to provide free, open, and equal access to ideas and information to all members of the community, without regard to race, citizenship, age, religion, economic status, or any other condition or qualification." In 2015, KCLS had an operating budget of $112 million and its branches received nearly 10 million visits.

KCLS is governed by a five-member board of trustees appointed by the King County Executive and approved by the King County Council. The board is responsible for managing the budget and for hiring the executive director. In recent years, the Council has received annual briefings from KCLS. This briefing will continue that tradition, covering highlights from 2015 as well as upcoming efforts.

BACKGROUND

The King County Library System (KCLS) operates 49 libraries throughout King County, serving all King County residents except residents of Seattle, Yarrow Bay and Hunts Point.[2] In 2015, KCLS had an operating budget of $112 million, and its branches saw nearly 10 million visits.

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[1] In the 2010 Hennen's American Public Library Ratings, the most recent ratings available, KCLS scored the sixth best library in its population category in the United States. It was also awarded 2011 Library of the Year by Library Journal.

[2] Seattle is not part of KCLS and has its own library system. Since June 1, 2015, Seattle residents are eligible for Seattle-resident KCLS library cards, which provide access to most KCLS services but allow a more limited number of requests for library materials than typical cards. State law RCW 27.12.360 prohibits KCLS and the Seattle Public Library from merging due to the size of the population of the City of Seattle.

KCLS was established in 1942 as a rural library district. It is governed by a five-member board of trustees. Trustees are typically appointed by the King County Executive and must be approved by the King County Council per state law governing rural library districts.[3] The board is responsible for managing the budget and for hiring the executive director. All board members serve at-large and for a maximum of two consecutive five-year terms.

KCLS reports that in 2015, they counted:

- 20.4 million library items, including books, movies and music checked out;
- Three million of those checkouts were digital items, representing a 23 percent increase in digital checkouts over 2014;
- 9.9 million in-person visits to KCLS libraries;
- 112,000 new library cards issued, a 26 percent increase over 2014;
- 4.7 million total items in the collection;
- 566,087 program attendees;
- 71,154 reference questions received from outside of the physical library, including 50,745 via phone and 20,409 via email;
- 3,0900 users of Techlab, a mobile computer access service;
- 170 computer classes provided via Techlab, including classes to almost 300 residents of authorized encampments of people experiencing homelessness;
- 28,772 visits to homebound patrons, providing services such as library materials delivery, book talks, e-reader demonstrations, and training about library resources;
- 3,437 English language story times for children, serving 117,712 attendees;
- 1,158 story times in 18 additional languages, with a total of 15,351 attendees;
- 386 organized play groups for children and caregivers, with 13,173 total participants, including over half of participants who attended programs in Spanish and Chinese;
- Operating expenses of $109 million; and
- Operating revenue of $112 million[4]

Other recent KCLS initiatives of note include:

- Increased hours for five libraries in early 2016, with all libraries (except Bellevue and Skykomish) now open 10:00 am to 9:00 pm Monday through Thursday;
- Increased programming to cardholders ages 50 and above, who are an estimated 30 percent of library users;
- New programming for at-risk youth, including a partnership with Echo Glen, a juvenile detention center;
- Expanded services targeted to Spanish-speaking users, including Spanish-language reading clubs, children and family programming, and a class on starting a business; and
- A system wide technology upgrade, with an increased number of computers and laptops available to the public as well as increased Wi-Fi access.

[3] RCW 27.12.030
[4] https://kcls.org/wp-content/uploads/sites/20/2016/02/2016-Final-Budget-Narrative_Web.pdf

Construction projects. KCLS has several recently completed, ongoing, and upcoming library construction and building maintenance projects, primarily supported by a $172 million capital bond approved by King County voters in 2004.

Projects completed since last Council briefing:

- New libraries in Skyway and White Center
- Major remodel of the Kingsgate
- Minor remodel of the Bothell Library
- Major remodel of the Renton Library (non-capital bond funding)
- New library in Renton Highlands (non-capital bond funding)

Underway:

- New Tukwila library
- Remodel of the Mercer Island Library
- Southcenter Library expansion
- Property acquisition for a new East Hill of Kent Library

Upcoming:

- Minor renovations of the Valley View and Boulevard Park libraries.

During today's briefing, Library Director Gary Wasdin and Board President Rob Spitzer will discuss current and future KCLS initiatives.

ATTACHMENTS

1. KCLS 2015 Annual Report

INVITED

1. Gary Wasdin, Director, King County Library System
2. Rob Spitzer, President, King County Library System Board of Trustees

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KCLS STORIES 2015

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INTRODUCTION

Like any great book, the King County Library System has a story to tell. Or rather, *stories.*

As you read KCLS Stories 2015, you will see examples of the many ways patrons of all ages engaged with community libraries and KCLS staff, whether enthusiastically participating in story times, concerts and classes; finding a beloved classic or bestseller, or taking advantage of the technology and many other materials and resources provided by one of the nation's busiest library systems.

This collection of stories that follow reflect KCLS' dedication to providing free and ready access to the information, services and programs King County residents need to improve and enrich their lives, both personally and professionally.

In 2015, patrons attended lectures, new library celebrations, and classes on dancing, creativity, science, employment assistance, health, aging and more. Kids met super heroes at Summer Learning events, accessed free summer meals and received tutoring assistance. KCLS offered something for everyone, and if patrons could not get to their local library, KCLS' mobile services delivered resources to them.

Visiting any KCLS library is much like opening a book. It can be a transforming experience—even magical. Just as readers enter into new worlds of time, space, characters and concepts as they flip pages, library patrons encounter new worlds of knowledge, greeted by choices they may never have known existed. They are free to explore, discover, rediscover, dream and connect with others amid wall-to-wall shelves of fiction and non-fiction books, plus magazines, downloadable selections, music and movies.

For the truly curious, learning never ends. The extent of all there is to learn, however, could be overwhelming without professional staff trained to ensure library experiences are as enjoyable and meaningful as possible. As author Neil Gaiman put it: "Google can bring you back 100,000 answers; a librarian can bring you back the right one."

All one has to do is ask—and turn the next page.

KALEIDOSCOPE: A SHARED TIME FOR EARLY FUN AND SKILL-BUILDING

A three-year-old girl wearing a panda bear sweatshirt was the first one to arrive, making a beeline for cardboard blocks. As her mother watched, the child carefully stacked them until her tower reached above her pigtailed head.

As the song *Wabash Cannonball* played in the background, the girl suddenly kicked over her tower, giggling and stacking them all over again.

KCLS Encourages Early Learning, Building on Research Showing an Early Start Helps Develop Children's Cognitive and Social Skills

She didn't have the blocks to herself for very long. Within minutes, the weekly **Kaleidoscope Play and Learn** class at the Kent Library filled with 30 constantly moving kids and an equal number of parents and caregivers trying to keep up with them.

For an hour and a half, little hands reached for blocks, balls, trucks and drums. They grabbed Q-tip paintbrushes or mallets to pound xylophones; set animals atop a toy barn and dolls inside dollhouses. Little legs crawled through a blue canvas tube, danced to music and somehow navigated all the free-range activities to reach their next target. Following close behind were parents and caregivers, ready with hugs, help and encouragement.

The King County Library System's organized play groups offer enriching opportunities for parents and other childcare providers to interact and bond with kids. The classes, for age newborn to five, feature a fun but educational environment where togetherness means listening to stories, singing songs, dancing, reading books, creating art and simply playing. Some classes are held in foreign languages or are bilingual.

CHILDREN'S
easy fiction
easy fiction

KCLS' support of Early Learning programs has been enthusiastically embraced by King County residents. A total of 3,437 **Story Times** were conducted in English, drawing 117,712 attendees. **World Language Story Times**, offering 1,158 programs in 14 languages, drew a total 15,351. **Kaleidoscope Play and Learn** featured 162 sessions, with 5,782 participants, while 224 sessions in Spanish and Chinese drew a total 7,391.

To say the classes are popular is an understatement. According to Cecilia McGowan, KCLS Children's Services Coordinator, in 2015 alone, 10,193 children and adults attended 287 Kaleidoscope Play and Learn sessions. McGowan and other experts say the program is supported by research showing the importance of early learning and child-parent/caregiver interaction.

On a November day before Thanksgiving, Play and Learn facilitator N. Maldonado, who is bilingual in English and Spanish, cut up brown, orange and red construction paper into the shape of turkey feathers so children could paint them. A four-year-old boy, the side of his head shaved with the Seattle Seahawks logo, was inspired to paint only in purple, while his mother worked alongside him, sticking with orange.

"This isn't just my work, it's my passion. I love it," Maldonado said.

One couple said that every week they take care of their granddaughter, who lives in Renton. They have seen the formerly cautious two-year-old develop confidence thanks to the class.

"She was more introverted when we first started coming, but now she's going around on her own, mingling," said R. Young, the girl's grandmother, smiling as the child danced and clapped when *Happy Birthday* was sung. "This is a real nice environment, non-threatening and with so much to do."

The mother of a three-year-old boy agreed: "We've been coming every week for over a year, and I really like it. I've seen him start interacting more with other kids, and that is what I wanted my son to learn."

"¡Hola amigos!" Maldonado said, pulling out a tambourine and announcing "put-away (toy) time." Participants did as they were told, then grouped at one end of the class for story time, a singing countdown of *Ten Little Monkeys*, and dancing the *Hokey Pokey*.

One dad, holding and kissing his eight-month-old daughter, echoed others when he called Kaleidoscope a critical investment in child-rearing.

"We've been coming to class since she was six months old, and she already knows when she's coming," he said. "We'll keep coming as she gets older. I really believe that as a parent, you've gotta bring 'em up right. You get out what you put in."

The **Picture Book Project,** a new way of displaying books to encourage young children to explore, has been a hit with parents. The project, launched in response to parent focus groups in 2013, led KCLS to switch from the standard author-based categorization system. More than 200,533 items were relabeled and re-organized into 14 child-friendly topics: Animals, Bedtime, Concepts, Dinosaurs, Famous Friends, Feelings, Life Issues, Our World, Rhymes & Songs, Science & Nature, Sparkly, Stories, Things That Go, and Very Young.

LEARN & EAT LIKE A SUMMER SUPER HERO
SUMMER LEARNING EVENT KICKS OFF IN RENTON

Flash flexed his muscles. Wonder Woman twirled her golden lariat. Thor raised his megaton hammer. Green Arrow raised one eyebrow and drew his arrow. Hulk beat his massive green chest, while Iron Man sized up the situation.

Hmmm, yes. Pandemonium. About 500 people in a pleasantly contained environment, all chatting and busy with activities designed to expand their minds. Iron Man surveyed children, their parents and caregivers, reading stories or chatting at tables as they built towers, castles and other creations with blocks and LEGO®. Some tots strayed from their parents' laps, crawling on mats toward brightly colored toys.

Kids dueled each other with robotic models while others lined up to check out books at the Library2Go! vehicle or play Minecraft aboard the Techlab. Teens zoomed in on the Stop Motion Animation tables and created their own inventions with KCLS Makey Makey kits. Children of all ages listened to music outside on a sunny patio, dancing to the tunes of Eli Rosenblatt.

KCLS Acts on Widely Respected Research, Playing a Key Role In Bridging the Summer Learning Gap and Nurturing Students Who Might Otherwise Fall Behind

Clearly nothing the Super Heroes couldn't handle. They accepted their mission: To impress upon this gathering how critical nutrition is not only for strong bodies, but to develop strong minds to make the most of each and every learning opportunity.

"Now I need all you kids to be super-quiet," said Alexis Smith, KIRO-TV reporter. Smith was master of ceremonies for the KCLS **Learn & Eat Like a Summer Super Hero** Summer Learning kickoff event, held June 19 at the Renton Community Center.

"Who knows why it's important to eat like a super hero?" she asked.

Hands shot up. To be strong! To grow muscles! To make you healthy and make your bones grow and have fuel for your brains and bodies! To make sure your mind is active, awake and focused so you can pay better attention while you're reading, listening and learning. To do better in school! So you can keep learning more and more about all sorts of things!

"Summer is the best, because you have extra time to read and keep learning," Gary Wasdin, KCLS Director, told the crowd. "I loved going to the library in the summer because there was so much to do—reading, games and crafts. You could even get prizes for reading books!"

Wasdin and other speakers emphasized the importance of summer learning to prevent the "summer slide," building reading, mathematics and other skills in order to bridge the education gap when kids are out of school. Wasdin told the crowd that this year's KCLS super hero theme aims to inspire kids to have fun and eat healthy—"like a super hero"—to take full advantage of summer learning opportunities, various library-based summer meal programs and to become powerful students all year long.

Local dignitaries included Dave Upthegrove, District 5 King County Councilman, and 37th District State Senator Pramila Jayapal. They underscored the important link between nutrition and learning, and also spoke of the joys, comforts and privilege of living in a county with free access to such an enormous range of books, learning programs and services. "One of my favorite super heroes is Frederick Douglass," Upthegrove said of the famous abolitionist and former slave. "He wasn't allowed to read when he was growing up. He would sneak books; he traded them for bread. Think how sad it would be if you weren't allowed to read!"

As each super hero was introduced, the crowd clapped and cheered. The super heros answered questions, posed for photos and handed out colorful trading cards displaying likenesses of themselves and information about food packed with protein, vitamins and minerals that enhance their super powers.

"My son had me read him all the super hero cards. He kept asking, 'What does he eat? What does she eat?'" said K. Woo of Renton, whose six-year-old son was especially enraptured by Thor, Iron Man and the Hulk.

"I think this event is awesome," Woo added. "It's not only about playing and having fun; they can learn things, too. And he already likes kale in his smoothies."

The event was a hit, judging from parental feedback and the adoring responses of their children. One little girl dressed as a princess high-fived Iron Man; other children hugged him. One boy dressed as Superman (but wearing sandals) and several shield-toting Captain Americas crowded around the Hulk and Flash, squeezing their muscles. Green Arrow, demonstrating his bow-and-arrow technique

(without actually shooting anything), was a particular hit with one four-year-old who collected anything green, according to his mom.

Thor was swarmed by children tugging at his cape and asking for photos with him. He obliged them, even paying tribute to one boy's LEGO masterpiece by lowering his majestic hammer "upon it."

Just when you thought Wonder Woman would have tired of hoisting children for photos, she looked down at a star-struck, five-year-old wearing a silver star-spangled tutu, pink cape and sparkly shoes, with two tiny pigtails on top of her head. The super heroine smiled, easily lifting the child, proving that eggplant, zucchini, spinach and cantaloupe can save the day.

Kids weren't the only ones who glowed. "I love the super heroes. This is fantastic," said C. Riggen, whose seven-year-old son 'has been coming to KCLS summer reading programs since he was in the womb.' We've loved the story times, the juggling, or just going to the library to hang out and check out books," Riggen said. "It's even more important nowadays for kids to unplug, otherwise they spend way too much time on their iPad."

J. Garcia, whose kids are ages 4 and 9, said the family goes to Fairwood Library every week to borrow books and take advantage of story times and magic shows. "I love the Summer Learning Program because they can read, learn stories—and get outside the house!"

L. Portillo, whose boys ages 6 and 10 spent a lot of time at the robotics table, also thought the Summer Learning Program was as much a boon to parents as it is for the kids themselves. "It's amazing for me," Portillo said. "In the summer, they're very busy; they will say, 'mom can we go to the beach? Mom, can we go to the library?' We go to the Bellevue Library and watch puppet shows, see movies, and the kids read books, graphic novels and magazines. This way I can spend time with them. It's a blessing."

Or, as Thor put it after parents thanked him, "'Twas my pleasure. The earth is in good hands."

In 2015, the **Summer Meals Program** expanded to four KCLS library locations: Boulevard Park, Federal Way 320th, Kent and Skyway. The additions ensured that more kids and families were served. In 2014, 710 total lunches were served. The summer of 2015 saw 2,403 lunches and 291 snacks served for a total 2,694 meals—a 279 percent increase. During the meal times, library staff engaged kids and teens in Summer Learning Program events.

The **Let's Read** summer program again was a success, reaching children and families in their own communities, whether apartment complexes, parks, Y Camps, summer schools, meal sites or Salvation Army sites. In all, KCLS staff made 499 Let's Read visits, serving 20,795 individuals and distributing 4,870 books.

More than 50,000 patrons attended a total 937 programs aimed at children and families. Those programs included System-wide series such as **Many Voices, One Land; Playing with Words; STARS; Season of Stories & Songs** and other special programming at various events.

KCLS DELIVERS AND CAMP TERRY'S KIDS HUNKER DOWN FOR SUMMER READING

It was mid-morning and Camp Terry was in full swing. Kids were rock-hunting and looking for fish in the placid, sunlit Raging River, or hiking, playing dodge ball, or taking turns at the climbing wall. Then, counselors organized the 385 campers into groups of 25 for the next rotation—The Yurt.

The Yurt is actually a library and in it are books for all ages and interests, provisioned by KCLS for the YMCA day camp. The kids, seated cross-legged on the floor, listened wide-eyed as KCLS librarians told them they could select any book, keep it for the week to read and record it in their reading log.

KCLS Goes The Distance to Give Kids a Leg Up On Life's Educational Ladder

In line, the kids wiggled and jostled and joked and poked, acting their ages of six to 12. But when they came out of The Yurt, they were quiet. Focused. Even thoughtful.

What happened in there?

The KCLS and Camp Terry reading hour—also known as Turtle Time—had begun.

On this particular August day, the kids exiting the Yurt were encouraged to browse through tables piled with various books—fiction, nonfiction, history, classics, adventure, mysteries, sports, science and more—and to choose any book they wanted for free and for keeps. The take-home books were provided by the KCLS Foundation as part of the **Let's Read** program.

YMCA

"Yes!" and "Yeah!" yelled some kids, while others hoorayed and bolted outside. The oldest kids, third- and fourth-graders, were also allowed to choose books from the KCLS Library2Go! parked nearby. The choices had many kids gleefully dazzled and hard-pressed to make a decision.

"I love books!" yelled one boy digging into a pile that included *Warriors, Big Nate, The Call of the Wild, Dodger, Chupacabra, Tales from the Odyssey* and *Horrible Histories: The Stormin' Normans* before picking out the *Mysterious Benedict Society* and the *Perilous Journey.* A boy wearing a "Croco" jacket and orange shoes picked up *How to Train Your Dragon*, while another grabbed *Artemis Fowl* and announced, "We get free bookmarks!"

"There's something for everyone," Jill Hetzler, KCLS librarian and coordinator with the camp, told the kids. "What kind of book do you like?"

"Do you have a super hero book?" one boy asked.

"We like good books," said one girl as her friend nodded. Given the selection, that wasn't difficult. The girl chose *Junie B. Jones Has a Monster under Her Bed* while her friend selected *Pippi Longstocking*,

BEGINNING JUNE 1
2015 SUMMER LEARNING
READ!
EXPLORE!
EVERY HERO
HAS A STORY

although *Princess Decomposia* and *Count Spatula* complicated their decisions.

The girls joined growing numbers of campers clustered in the shade beneath trees, open books propped on laps and knees. Two boys leaned against a tree and shared *Where's Waldo?*, intently scanning pages for the elusive character.

Since 2013, when KCLS began serving YMCA day camps with Camp Terry, reading services and the number of campers receiving books has nearly doubled. In 2013, 3,300 campers were served, increasing to 5,228 in 2014. This included not only Camp Terry in Preston (serving YMCAs in Bellevue, Sammamish, Coal Creek and Snoqualmie), but Auburn Valley Camp in Auburn, Dale Turner Camp in Shoreline and Cottage Lake Camp in Woodinville.

This summer, in addition to those four YMCA day camps, KCLS is piloting a service for tweens and teens at YMCA facilities in Burien (Matt Griffin); Northshore-Bothell and the Auburn YMCA. Hetzler estimates 7,000 total campers were served in 2015.

KCLS librarians and counselors alike enjoyed watching the kids choose, then settle into their own zones of immersion.

"Reading calms them down and gives them a chance to be in their own worlds," said J. Over, a camp counselor. "They get to escape into themselves, into their own minds, into whatever world the book is about. It's so cool to see them develop a passion for reading."

Teen Services Librarian Ian Chapman agreed. "This is fantastic for the kids. I would have loved something like this when I was a kid," he said. "Some of these kids just can't get to libraries, and they are so excited to get, read and trade their books. I remember one third-grade girl who was really excited when she found a book on gymnastics. At this age, many are transitioning from "learning to read" to what we call "reading to learn" and they are so enthusiastic."

The camp counselor added, "I think a lot of kids get more out of the reading than the running around. They get in the habit of reading, and many of them go home and want to check out more books at their library about a subject that interests them. Reading is a huge thing that they take away from camp."

A NEW AND NEEDED PARTNERSHIP: KCLS AND ECHO GLEN CHILDREN'S CENTER

For years, KCLS has sought out ways to help residents, no matter where they reside in King County. It made sense, given KCLS' increased outreach efforts and unique ability to form meaningful partnerships, to connect with many of the inmates at Echo Glen Children's Center in North Bend.

Echo Glen is a medium/maximum security facility for youth offenders as well as a residential and rehabilitation campus. It is under the supervision of the Department of Social and Health Services and is operated by the State Department of Juvenile Rehabilitation. Because the estimated 130 inmates are ages 12 to 20, their criminal offenses and trouble in school cry out for educational interventions, particularly since they are ultimately released back into communities with a chance to start anew.

This is where a partnership between KCLS, Echo Glen and the Issaquah School District came into play in early 2015. North Bend Teen Librarian Maggie Wong and Sammamish Library's Alison Eckes deserve particular credit.

Rivera said Echo Glen, which houses about 100 boys and 30 girls, is a very treatment-oriented program. She said 80 percent of the kids suffer mental-health issues that include ADHD (Attention Deficit Hyperactivity Disorder), anxiety, anger-management, depression and others. The vulnerable kids may have suffered sexual or physical abuse or abused others; fled parents with drug addictions or have chemical dependencies themselves; or witnessed or experienced gang or other violence, Rivera said.

KCLS Actively Reaches Out to Underserved Populations, Offering Hope, Knowledge, Encouragement and Opportunities to Build Better Lives

"KCLS has been a saving grace; they have really been a blessing," said Carmen Rivera, Transition and Re-Entry Coordinator for Echo Glen. "Our prison populations are so high, I really believe in this programming while holding kids accountable. The goal should not be prison; the entire goal is: How are they going to be successful when they leave?"

The KCLS collaboration adds an important dimension to the facility's treatments, Rivera said. The Library System supplies educational programs, materials and inspirational speakers that broaden the kids' perspectives and horizons, offering them hope that they need not be defined by their past, but by healthier future choices.

Rivera cited a KCLS **Playing with Words** presentation with *Jumped In* author Patrick Flores-Scott, who spoke about how he overcame struggles with reading as well as personal and family issues to become a published writer, and a "Rap Hard" writing workshop with professional rapper Suntonio Bandanaz. A speech called "You CAN Succeed in College," given by Antimo Bennett, resonated with students, because he was a former high-school dropout. Bennett, speaking as part of KCLS' **Life After High School** series, not only went on to earn his GED and admission to the University of Washington, but became its student-body president.

In other KCLS classes and workshops, Echo Glen kids have learned about songwriting, poetry, literature and how to create graphic novels. KCLS also dispatches its Mobile Services vehicles to Echo Glen to provide computer and job-preparation classes, teaching resume, job-search and computer skills for students.

"Digital literacy is just as important as reading, but many of the kids do not have the literacy and computer skills they will need to find jobs in today's market," said Danielle Duvall, KCLS' computer trainer.

"Some don't know how to open up a Microsoft Word document. We try to fill those gaps. Most of the kids have not done well in school and pretty much all have test anxiety."

"All these programs were 'Ah-ha" moments for the kids. They will say, "Wow, this is cool!' " Rivera said. "So many of our kids love to read and love to write. They want to attend the programs because they're fun as well as educational."

"One of the things I really try to relay to kids is that the institution of libraries is one they can trust," Duvall said. "Whether they are released to Yakima, or Oregon or wherever, there are libraries and librarians, and that is the first place they should go to get information, resources and services. It's about trust-building."

As Rivera put it: "My dream is for every kid leaving Echo Glen to be able to go to their own prom, graduate from high school and ultimately find success in life."

More than 6,500 teenagers finished KCLS' **Unmask Summer Learning Program**, which encouraged youths to explore and tap into their own talents and interests in music, video games, science and other areas. The teens earned 6,000 badges on the Unmask Bibliocommons site. A total 5,200 teens participated in Teen Summer Learning events.

The **Life After High School** program offered 38 classes, including finding colleges, scholarships and financial aid; test preparation and other job-search and technical-training opportunities.

K-12 STUDENTS AND PARENTS ARE GRATEFUL TO BE *IN THE ZONE* AT KCLS LIBRARIES

Tell a **Study Zone** volunteer that kids don't like to study and they'll beg to differ.

Kids of all ages show up regularly and enthusiastically to KCLS libraries across the county. They come with homework assignments, questions and the need for help with math, science, English, reading, history, geography and other subjects.

"Here, this is fun, because the kids want to be here," Curry said. And this is true not only in the numerous after-school sessions throughout the KCLS system, but on weekends as well.

Study Zone is the largest library-based, free study-assistance program in the country using community volunteers. KCLS helped 12,647 middle and high school students through the Study Zone program

KCLS Provides the Environments Where Students and Families Can Pursue What Matters Most to Them, Obtaining the Help and Support They Need

And when they ask, they receive. They obtain guidance from volunteer tutors, many of whom are retired teachers and other professionals willing to give back to their communities.

"I've volunteered in schools, but kids weren't always there because they wanted to be," said C. Curry, a retired computer technology entrepreneur who tutors at Lake Hills Library in Bellevue. He is one of an estimated 280 active volunteers, said Annie Poyner, KCLS Study Zone Coordinator.

in 2014, the latest year for which complete data is available. The King County students received a total of 13,855 hours of tutoring from 372 volunteers, working at 38 different libraries.

According to a study conducted by Hardwick Research in 2014, parents reported that Study Zone and other KCLS resources had positive impacts on their teenagers as well as grade-schoolers' academic performance. Grateful parents cited such benefits as help with online homework, improved study habits and improved reading levels.

Students reported that books, access to computers, research assistance and study rooms for group projects drew them to libraries.

At Lake Hills Library, a low hum of voices filled the air during a fall afternoon Study Zone, as nine kids age eight to 18 sought to understand various required subjects. One boy asked about types of minerals and fatty acids, while one girl practiced her spelling. A boy tried to solve a math problem involving lemurs and leopard seals.

"What is a mirror?" one nine-year-old boy asked his tutor as he read aloud. Volunteer L. Okahata explained by asking him a question, "Well, you know when you brush your teeth? You stand in front of a mirror and you can see yourself in it."

Suddenly, the text made sense. "Ohhhhh," he grinned.

Curry bent over a boy struggling with multiplication and division. He connected the dots: "So if eight times eight is 64, then 64 divided by eight would be what?"

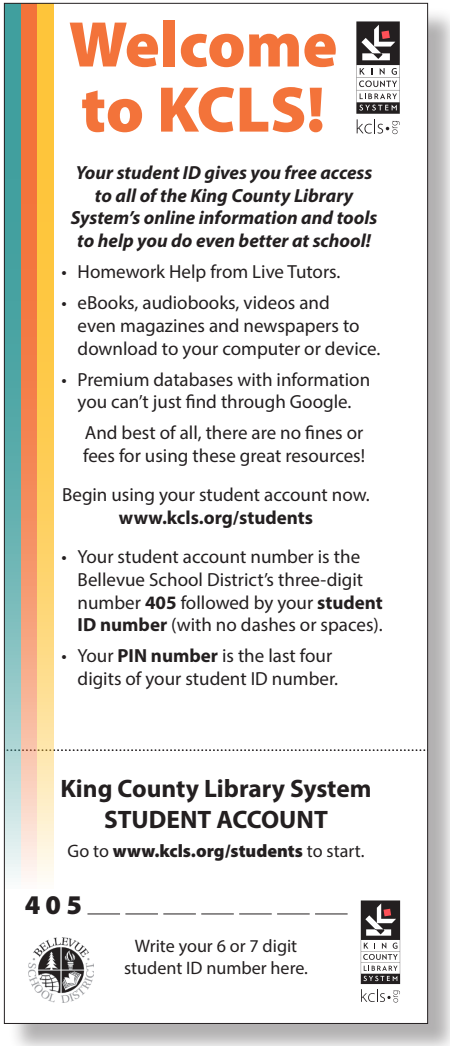
"Eight?" asked the boy tentatively.

"Well done!" Curry said.

R. Kaur, smiled as she sat in the corner of the room. H. Anderberg, a retired teacher, was working with Kauer's two sons, ages 10 and 12.

"You need to choose the best word to fill in the blank to make a complete sentence," Anderberg said to one boy. He filled in several blanks but got stumped on the word "array." He looked up at her and said, "I need help."

In 2015, KCLS implemented the **Student Library eCard** pilot project in the Bellevue School District to increase 18,800 (K-12) students' access to electronic resources and downloadable materials via kcls.org. They can access eBooks and audiobooks, homework help from live tutors, digital magazines and newspapers, online videos and premium databases. The student accounts utilize each student's school ID number as the barcode, so it's easy for them to remember. The accounts act as a supplemental library account and do not accrue fines or fees.



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- eBooks, audiobooks, videos and even magazines and newspapers to download to your computer or device.
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And best of all, there are no fines or fees for using these great resources!

Begin using your student account now.
www.kcls.org/students

- Your student account number is the Bellevue School District's three-digit number **405** followed by your **student ID number** (with no dashes or spaces).
- Your **PIN number** is the last four digits of your student ID number.

King County Library System
STUDENT ACCOUNT

Go to **www.kcls.org/students** to start.

405 _ _ _ _ _ _ _

BELLEVUE SCHOOL DISTRICT

Write your 6 or 7 digit student ID number here.

KING COUNTY LIBRARY SYSTEM
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Kaur said Study Zone has not only helped with schooling, but with overall study habits. She and other parents said it was motivating for students to see others their age getting assistance, reinforcing the importance of learning while showing that there is no stigma to seeking and receiving academic assistance.

"They come here and get help with reading and math," Kaur said. "They like it. I was looking for a tutor to pay to teach them, and when I found out this is free, I thought, this is very good!"

Anderberg said that while Study Zones are a lot of work, it was deeply satisfying—and far from boring. She likes to encourage students; she told one, "You might find you really like writing." "I didn't realize how much I missed teaching until I came back to tutor," she said.

One mom thanked Curry, showing him her son's recent, improved test scores. "We have come for many years. This program really supports the kids," said H. Nguyen, who has three sons who regularly attend a KCLS Study Zone. "It really, really helps!"

TIMBERFEST GUESTS ENJOY MUSIC AND FAMILY FUN AT CAMP TIMBER!

If someone asked you, "What event combines camping, kids jumping up and down like popcorn kernels, skydivers, library books, crafts, and Jimmy Hendrix?" you might be hard-pressed to answer. Unless, of course, you'd been there.

KCLS Reaches Out to Children and Families in Their Communities, Providing Opportunities for them to Gather, Laugh, Play and Learn Together

The answer would be Timberfest, also known as Timber Outdoor Music Festival in Carnation. And for people of all ages who attended the third annual festival in mid-July, the responses were unanimous: "What's not to love?"

Sponsored by KCLS, and held in the Red Barn, Camp Timber! helped provide something for everyone, including musician Eli Rosenblatt, the popular band Recess Monkey, a Library2Go! vehicle and special appearances by Super Heroes Wonder Woman, Iron Man and The Hulk.

It was a perfect summer weekend, campers and festival attendees said, and they weren't just talking about the warm, cloudless weather.

S. Banahan, standing near a Camp Timber! banner in the Red Barn, said she and her family were grateful for King County Library System's sponsorship. She said Camp Timber had the range of programs and activities that engaged and entertained both her nine-year-old son and two-year-old daughter.

"There are so many activities—storytelling, music, camping; it's really a fun family atmosphere," she said. "The Library2Go!—we all love that. My son also loves the root-beer garden. Right now my daughter wants to go make a flower crown."

SONICS

J. Straight of Bellingham said with her husband out of town, she could have just stayed home with her two kids. But after seeing their reactions to Camp Timber, including her youngest son's steadfast allegiance to Iron Man, who knelt down to pump knuckles with the three-year-old, she said, "I am so glad I decided to bring them."

"This is super-entertaining for kids and adults; there is so much to do and I love that it's safe and that it caters to families," she said. "My kids love the music; my oldest (age nine) son loved the comedy show and has made tons of friends. That's his super-power."

By 10am on Saturday, July 18, most kids had popped out of their family tents and either had biked or run to the Red Barn (aka Camp Timber) once they heard Recess Monkey warming up. By the time the high-energy band was urging everyone to imitate their favorite snack (popcorn!), the barn was packed with kids. Adults and children alike danced to the beat.

Another popular draw, Library2Go!, surprised some who had never seen a "library on wheels."

"I love this idea of a mobile library—how cool!" said S. Klay of Seattle as her kids made a beeline for the vehicle, hopping up the stairs to explore the shelves inside. "My kids love books, although my daughter is only three. She just thinks she can read. She'll pretend to be reading, talking along with the pictures."

"I checked out two books!" shouted Klay's son, carrying *Five Little Monkeys* and *Meet Dizzy Dinosaurs*. His little sister held up her book, *Today I'll be a Princess.*

T. Yetter, also of Seattle, was headed toward the line for the children's trampoline when her children joined Klay's kids to check out books.

"I just think this is wonderful," Yetter said of the mobile library, but also of Camp Timber as a whole. "We had heard it was family-friendly, and it really is. We'll be back next year."

Meanwhile, on an adjacent field, bubble-wrapped young adults crashed into each other like bumper cars, playing "bubble futbol (soccer)." Some even managed to pass or kick the ball into the goal before getting knocked sideways or flipping upside down like turtles, their feet kicking frantically into the air.

After all players righted themselves and the game was over, an announcement to "look up into the sky!" prompted an exodus of about 150 people to one side of the field.

A plane circling above dropped three skydivers, one unfurling an American flag as loudspeakers blared Jimmy Hendrix' version of the *Star Spangled Banner*. Behind each streamed a different colored "contrail," triggered from ankle-strapped canisters and drawing oohs, aahs and shouts of "that's so cool!" Parachutes opened to audible sighs of relief, and loud and appreciative applause met each on-target landing.

Like many festival goers, S. Van Sanden of Seattle and his family started the morning at Camp Timber, then headed to the field to watch the skydivers. But even before the chutes opened, he and his wife vowed to return.

"Our daughter is three and a half, and she enjoys this every time we come. Why not?" he said, as his wife nodded, holding a sleeping five-week old. "This is our third year and we think it's fantastic. We're definitely coming back."

SUSTAINABILITY ENTHUSIASTS TAKE A CHOMP OUT OF KCLS AND OTHER OFFERINGS

The day started out rainy, but when the sun came out, the red KCLS Library2Go! shined on the wide, grassy field.

Kids and families who had danced moments before to the music of the popular band Recess Monkey, which performed on the nearby "Pea Patch" stage, climbed aboard the vehicle to check out books—literally.

CHOMP!, a first-time outdoor festival offered by King County aimed at educating and supporting sustainable food, agriculture, businesses and lifestyles, was launched September 13 at Marymoor Park in Redmond. KCLS was among the many partners of the free public event, which drew an estimated 300 people of all ages to enjoy food stands, information booths, live music and a chance to mingle with other sustainability aficionados.

booths and information displays, including Library2Go!, they said they enjoyed learning more about sustainability—everything from beekeeping to avoiding poisonous hemlock.

From the KCLS collection brought to the event, people browsed cookbooks such as *The Locavore's Kitchen* by Marilou K. Susko; *Edible: A Celebration of Local Foods* by Tracey Ryder, and *The Chef's Collaborative Cookbook* by Ellen Jackson, as well as a range of materials on sustainable design, building, public policy and gardening. Numerous books on plants, healthy food and other topics were available, along with DVDs, music, magazines and other materials.

When one young woman inquired, "Do you have any farm books?" Woodinville Librarian P. Hunter grinned and responded, "We have everything!"

KCLS Collaborates With Partners Equally Committed to Strengthening Families by Providing Them Ways to Learn and Play Together

"CHOMP! was a great event," said J. Foreman, a member of Recess Monkey that KCLS sponsored for the event. "Sustainability is such a topical theme, and I think people found it nice to learn more about ways they could contribute. It seemed like people came together for a good cause, and to celebrate the county's efforts."

Festival attendees said they appreciated King County's agricultural bounty, especially so close to such heavily urbanized areas as Seattle and Bellevue. The event combined a food court ("Chomplandia"), music festival (rock, folk and kids stages) and farmer's market, along with a beer and wine garden. As people wandered through numerous

A Russian family, overhearing this, climbed inside the vehicle as the librarian added, "You can check out anything and there's more online."

K. Burling, who recently moved with her family from Durham, North Carolina to Redmond, filled out an application for new KCLS library cards while her kids selected books.

"I grew up in Iowa City, where writers, writing and books are huge," she said. "We're very excited to make good use of our local library."

"I love libraries," said K. Stringer of Seattle, recalling a lifelong interest in cooking and eating natural, healthy foods and teaching her

children to do the same. "I like the idea that you can just browse here, and then check things out."

KCLS materials echoed the sustainability theme at other booths, which included resource information from Stewardship Partners and the Mountains-to-Sound-Greenway, as well as King County Eco-Consumer rain barrel and yardwork demonstrations. Farm stands featured eggs, pumpkins, produce and even a cardboard-cutout cow with balloon udders, allowing kids to learn how to "milk." At another booth, one girl squealed as she tried to hold a rooster, while other kids laughed—and collided—as they practiced tossing pizzas in the air.

"I'm blown away; this is awesome," said C. Long of Duvall, browsing the library tables and straining to be heard over the Bucharest Drinking Team's lively "Song about a Tractor."

"I didn't know what to expect, but I think it's great to bring awareness to sustainability," he said. "Farms, food, music and books—how can you go wrong?"

BUSHWICK BOOK CLUB CELEBRATES BOOKS WITH FOOT-STOMPIN' MUSIC

Let's face it, there are a lot of bookworms in the Pacific Northwest. But most bibliophiles do not read books and then write songs about them, let alone head to libraries to perform the songs—for free.

Yet thanks to a partnership between the nonprofit Bushwick Book Club and KCLS, the public can enjoy words both in print and in song. Over the past few years, people of all ages and backgrounds have been delighted and enlightened by the multi-talented band's creative take on literary and popular works.

A couple seated nearby agreed, saying they had heard about Bushwick from friends, but that this was the first time they had heard the band in person.

"We wanted to come and hear them play," said J. Farness. "Great vocal harmony and excellent musicianship. Clever songs, entertaining and fun. Plus, we always like to help promote reading and good books!"

The dual love of words—oral and written—was a big draw and captivated attendees. Despite 90-degree heat, the four-member

KCLS Offers New and Varied Experiences Supporting a Love of Life-Long Learning, Enhancing the Quality of Life for King County Residents

"That was really fun; what a great idea to put books and music together," said a man who brought his two children to a Bushwick Book Club performance on August 18. The KCLS-sponsored event was held at Crossroads Community Center in Bellevue.

band played for an hour, interacting with the crowd, explaining their creative processes, and playing music inspired by literary characters and creatures ranging from Ebenezer Scrooge to geoducks.

Entertaining a crowd that included all ages from many cultures, the band displayed a repertoire that included thought-provoking songs that were equally whimsical and inspiring.

I
BOOKS
BUSHWICK
BOOK CLUB

"Who has heard of *A Christmas Carol?"* asked Geoff Larson, Executive Director of the band that also includes drummer Aimee Zoe, and guitarist/singers Wes Weddell and Moe Provencher.

Hands shot up. Larson told the gathering what went through his mind when he read Charles Dickens' famous novel and the scene where Scrooge "became confused" after hearing a voice from his deceased business partner Jacob Marley.

"I thought, what would it be like if the air was filled with ghosts?" Larson said, before launching the next number.

Weddell said Seattle Author Tim Egan's book about photographer Edward Curtis, entitled *Short Nights of the Shadow Catcher,* inspired him to write a song called, *You're Making Me Beg*. The book tells of Curtis' life-long effort to document Native American tribes through photographs and voice recordings.

"It is priceless material…his audio recordings led to people learning what could have been lost languages," Weddell said. "But Curtis had to grovel before (financier) J.P. Morgan, who ended up owning his collection while Curtis died poor and unknown."

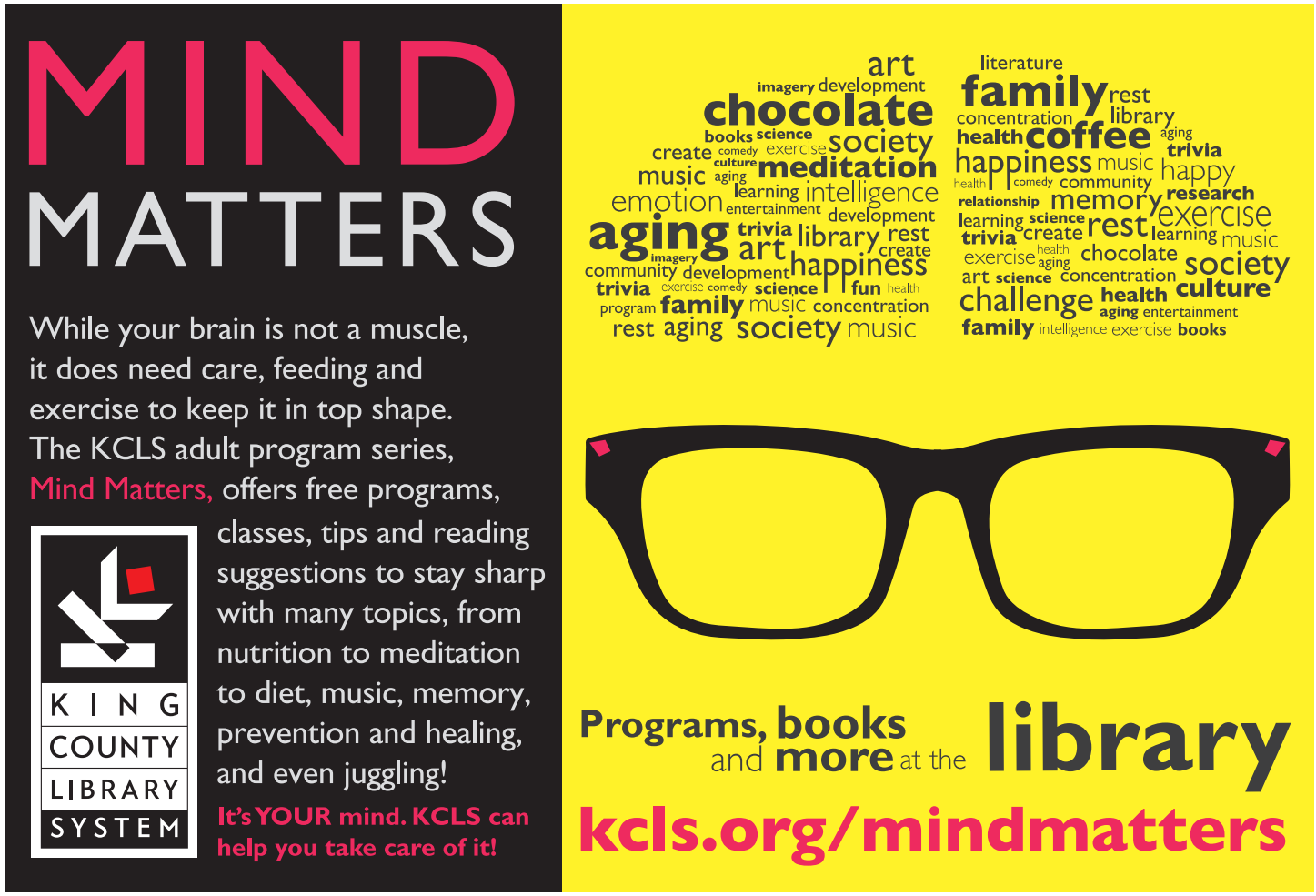
As the band continued to play, curious onlookers who had heard the music from outside, came in and sat down. A few children on an adjacent playfield pressed their noses against windows behind the stage.

Feet tapping and heads bobbing to a country-music beat, people were treated to songs ranging from Cheryl Strayed's *Wild* to C.S. Lewis' *The Lion, The Witch and The Wardrobe*. The Bushwick presentation was among the many free programs, for people of all ages, offered at 48 KCLS libraries. A wide range of programming, including KCLS' year-around educational series called **MIND MATTERS**, aims to expand public knowledge of the arts, current events, history, healthy living and other issues, and to inspire and support continuous learning.

Like many of those programs, the Bushwick Book Club drew a grateful response from attendees. "It was like seeing a treasure in a private showing," said J. Jaz. As R. Young put it: "Good music, good cause."

Weddell, expressing appreciation for libraries, reminded the audience of the power of books to broaden readers' horizons. "Even books about sports aren't just about sports," Weddell, told the crowd before performing a song about a boxer. "They're really about life."

More than 27,000 adults attended KCLS programs especially designed for them, including System-wide series such as **MIND MATTERS** and **MAKE**, and those developed and presented by local libraries. The MIND MATTERS year-long series of 320 programs drew a total of 4,686 people. When author John Medina (*Brain Rules* and *Brain Rules for Baby*) spoke at the Redmond Library on March 16, 200 people attended.



KCLS' MATURE PATRONS HEAD TO LIBRARIES, LEARNING WAYS TO REIMAGINE THEIR LIVES

The AARP instructor waited for the adults to be seated, then dropped this opening line: *"The life you dream of having is actually very possible."*

Hope and skepticism flashed across seasoned faces. Really? When you've lost loved ones, a job, a career, a house, security, investments, stability, or had other experiences that seem to undermine your future? Or when you'd simply like to make some positive changes in your life, like losing weight or switching jobs, but don't know how to go about it?

Yes.

A "new you" is within reach if you are willing to take time to reflect, rethink assumptions, regroup, reach out—and draw on your strengths.

Such was the uplifting message of an aptly named KCLS program—**Life Reimagined**. The program was designed to provide the mental and emotional tools to help older adults hurdle roadblocks to identifying their deepest values and achieving worthy desires. Life Reimagined was a partnership between KCLS and AARP, drawing a total 290 attendees in 17 classes held at KCLS libraries from September through November.

The program's motto was: *Will, Can, Did.*

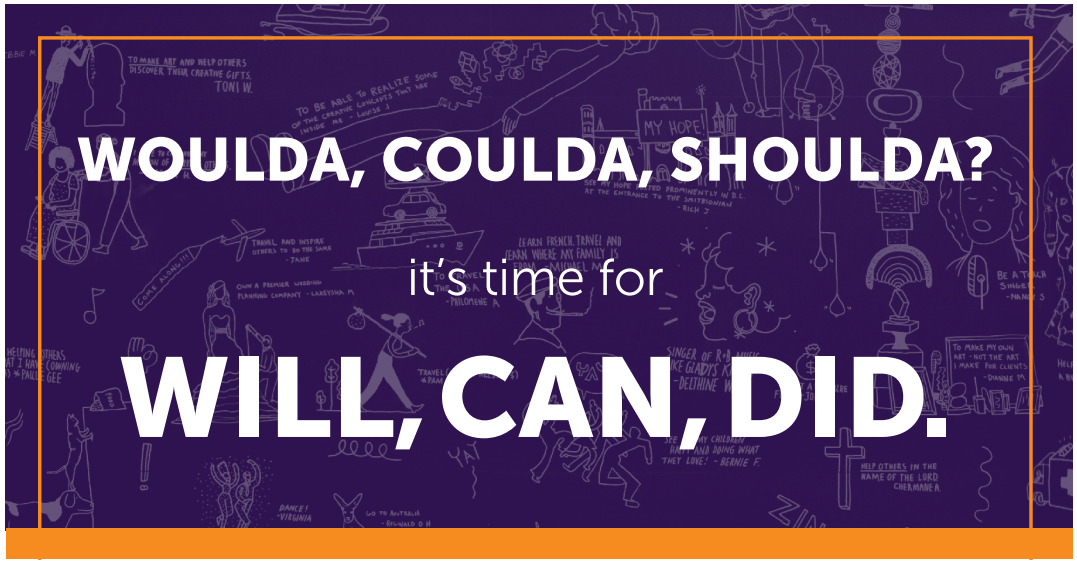
In a learning environment that was both personal and confidential, each participant was given a booklet and encouraged to respond to guided exercises and thought-provoking prompts. The aim was to help individuals assess their experiences, successes, heartaches and hopes, and then focus on what matters most in their lives.

One prompt had patrons looking back, asking: "When was the last time you faced a big transition? How did you move forward?" A couple at one table, saying they had been financially battered in the 2007-2008 recession, said, "Each other."

The teacher asked the room full of self-described busy people to check one of 16 boxes in the booklet, designed to make them think about what is most meaningful to them. Among the choices: time with family; time for myself; helping people; my faith; building my career; and being healthy.

Another prompt gave the "simple formula for a meaningful life:"

Your gifts + your passions + your values = your purpose.



For two hours, heads bent over booklets, pens downloading lifetimes, mining clues to yield answers to the question: where do I go from here?

During a break, participants swarmed a table loaded with library books designed to help answer that question, accompanying the Life Reimagined theme. The books included: *Wisdom* by Andrew Zuckerman; *Aging with a Plan* (Sharona Hoffman); *Older and Wiser* (Sebastian Ahlander); *Second Wind* (Bill Thomas); *In Our Prime* (Pat Cohen); *The Art of Aging* (Sherwin Nuland) and many others.

Several videos shown in Life Reimagined classes helped to drive home the importance of discovering one's passion, and taking small steps to achieve it. One video featured a legal assistant who reinvented herself as a chef, another a truck driver who became a dance instructor, saying, "Dancing is who I am."

Another video featured Rich Luker, a 56-year-old businessman who had always loved baseball, but had never played it; "it had never occurred to me that I could." After passing by a local ballfield where men around his age were playing the game, laughing and encouraging each other, Luker decided to "re-formulize my life."

He not only joined a men's baseball team, but experienced camaraderie, community—and the courage to "see what was on the other side." Through tears, he recounted an older teammate who said, "Nice hit, kid!"

"I realized mine was a life of watching and not doing things I cared about," he said. "I realized I'd done all the things I have to do in life and I still am. But now I'm also doing what I want to do."

Class participants, clearly moved, nodded and applauded in appreciation. At the end of Life Reimagined, many expressed gratitude, calling it "thought-provoking," "a great use of my time," and "very helpful in focusing on what I want to do."

"This was inspiring," said one woman. "I think I've done some of the necessary things. I feel committed and I've connected with others. Now I'm ready to act."

An estimated 28.3 percent of KCLS cardholders are ages 50 and older. In 2015, KCLS increased programming for this demographic. KCLS earned national recognition for a partnership with AARP that yielded 34 **Fraud Watch** and/or **Life Reimagined** workshops in 23 different libraries. The programs drew a total of 494 people, 40 percent of whom had never attended a library program.

KCLS also launched a monthly article entitled **Library Corner** for *Northwest PrimeTime*, the region's largest newspaper targeting the 50+ audience, with an estimated 100,000 readers. It is distributed free at over 1,000 outlets throughout the Puget Sound area.

A HOPEFUL, HELPFUL TALK FROM A CREATIVE AGING EXPERT

In the lobby of Horizon House in Seattle, where Rebecca Crichton works, an intricate, hand-woven Indian tapestry in muted red, brown and violet colors adorns one wall. A visitor admiring it meets Crichton, who smiles warmly and says, "Want to see it even closer?"

From her purse, Crichton extracts a small flip-top magnifying glass, and lifts it to the tapestry. The tiniest silk threads swell into braided strands like ship lines. Crichton shows the structure beneath the pattern, as if drilling down to the source of the silk itself. "I like going deeper," she says.

Crichton, who also has taught leadership development for business executives, was the featured speaker at a May 12 class at the Des Moines Library for MIND MATTERS, the KCLS series focusing on brain health and development. In a lively interactive talk called **Happiness is an Inside Job**, she drew on the latest research into brain science and positive psychology, asking her multi-aged audience from all over King County questions like, "What gives you hope?"

The class was a bit stumped.

KCLS Encourages All Ages to Continue to Dream and to Creatively Pursue Their Own Best Prospects, Because Personal Growth Has No Finish Line

As executive director of the Seattle-based Center for Creative Aging, and retired Boeing employee, Crichton is focusing on one of the deeper mysteries: The human mind. She is a woman passionately devoted to leading people to greater awareness and insight into themselves, cultures, relationships, creativity, death, bereavement—and the importance of kindness and laughter.

"Oh, you have to have hope," she said, citing research showing that it's the single most important element correlated to a positive attitude.

Brain research itself is yielding hope. Although it may seem common sense that the brain and feelings are linked, science is proving it, Crichton said. Researchers who in the past relied on autopsies to "see"

the brain, now have tools such as Functional Magnetic Resonance Imaging, allowing them to see which of our millions of neurons light up as they form pathways and connections in the brain in response to everything from autism and exercise to blushing.

Can you re-wire your brain?

Science is showing that the answer is yes.

"How you use your mind changes your brain," Crichton said, describing a new concept called neuroplasticity. "Neurons that fire together, wire together; neurons can connect with each other. Mental states become neural traits."

Learning something new, challenging yourself to do something complex, and doing something with a higher purpose are all ways to keep developing your mind, Crichton said. One woman told the class, "It's true! I've been studying a new language (German, for an upcoming trip), and I swear my neurons are firing differently. I can't tell you how exciting this is!"

Crichton told the class that those who practice joy, affirmations, gratitude and other positive thoughts can offset the human brain's innate "wiring for negativity." She asked students what gives them joy, and hands shot up with a spectrum of responses: "Seeing a sunset;" "hearing children laugh;" "the serenity I feel working in my garage;" "my kids," "playing the guitar;" "nature," "meditating" and "reading books."

In many ways, life gets better with age, Crichton said, "but it has to be interdependent. It's a deep myth, an American cultural and pioneer ideal, that says we're all self-reliant and don't need each other. The truth is, we all need each other." She added, "My favorite bumper sticker is, *Don't believe everything you think. But don't stop thinking.*"

OPERA PRESENTER NORM HOLLINGSHEAD HITS ALL THE RIGHT NOTES

To say that Norm Hollingshead's opera lectures are popular is like saying Wagner is dramatic—a hefty understatement. Long-time fans know to arrive early to his lectures, since his classes are always filled to maximum occupancy.

One October evening at the Mercer Island Library, a cell phone rang as the retired Seattle middle-school teacher prepared to start his lecture on the upcoming Seattle Opera production of *The Pearl Fishers*. The milling crowd laughed; who else would have an aria from Verdi's Rigoletto—*La Donna e mobile* to be exact—as their ringtone?

Hollingshead silenced the singing before spending the next 90 minutes turning on various recordings of *The Pearl Fishers,* comparing interpretations and performers' voices on arias and the beautiful "Friendship Duet." He shared his formidable knowledge of the opera's French composer, Georges Bizet; its music, storyline, characters, history and set design as well as Seattle Opera's production, with insight, humor and a lack of pretension.

The capacity-crowd of 64, ranging in age from 18 to 87, went silent, as if even asking a question would break the spell. "This isn't church, you know; you can talk among yourselves," Hollingshead said. "Unless you worship Bizet, as I do."

"He enriches opera so much," said P. Ing of Mercer Island, a Seattle Opera season-ticket holder, summing up much of the class sentiment.

KCLS is Responsive To The Broad Spectrum of Patrons' Interests, Offering Quality Cultural Enrichment and Entertainment for All

Dressed in a tan jacket, shirt, tie and slacks, he nonetheless acts out the female lead (high-pitched voice, flopping a scarf over his head), the male leads (for the indecisive Zerga, he beats his chest and paces madly back and forth), and explains why the villagers are "so excited and whipped into a frenzy, there is a chorus of blood lust: You're going to DIE!"

"I'm not making this up, folks," he deadpans.

P. Alexander, also of Mercer Island, said while she knew that libraries have become gathering places, "it's especially wonderful that they bring in someone like Norm in a way that culturally enhances the community."

The self-described "sucker for sweet, golden singing" never planned to spend his retirement teaching opera. But he is grateful to KCLS for the opportunity to do so. For Hollingshead, it is a chance to inspire

people to enjoy the 400-year-old art form the way he was first inspired—as a college student, after hearing a recording of Leontyne Price in Puccini's *Tosca*.

"Very early on, opera was for the people; it was for everyone, not just the aristocracy," Hollingshead said. "There was no television, radio, sports, movies. The big stars were opera singers."

He taught his first KCLS classes in 1987, and nearly 30 years later remains just as enthusiastic and committed to sharing his joy of music. In the past year, he has given library lectures on all the Seattle Opera productions: *Tosca, Semele, Ariadne auf Naxos,* and *Nabucco.*

Librarians say the born storyteller is consistently one of the most popular KCLS presenters.

"Follow your bliss; that's what I did," he said. "It's a ton of fun."

Library patrons agree. M. Clark, who became a fan after attending his 2013 lectures on Wagner's *Ring Cycle*, said each of Hollingshead opera preview styles is different, giving her various perspectives.

"He does some acting-out of parts of impassioned lovers and swooning women that are really fun. I went to Siegfried feeling like I knew who and what was going on, because I did…Norm has been very important in introducing me to the world of opera!"

K. von Kreisler said she and her husband have been going to his lectures for about seven years.

"He is such a joy—so intelligent and knowledgeable and funny," von Kreisler said. "From the very first time we heard him talk, about Don Giovanni, we were hooked. Because of him, we are now ardent subscribers to the opera. "Everybody loves him—not just us," she added. "He has a fiercely loyal following. I imagine there are legions of people all over the Seattle area who owe their love of opera to him."

FRIENDS MATTER: KCLS CELEBRATES FRIENDS OF THE LIBRARIES FOR THEIR VALUABLE CONTRIBUTIONS

For KCLS, Friends of the Library are so essential, they are bestowed a day of honor for their devotion, volunteer time, support and service to library programs, staff and communities.

The 18th Annual Friends Day, with the theme **Friends Matter!** was held October 17 at the KCLS Service Center in Issaquah. The day provided an opportunity for a record number of community library Friends—120 men and women—to meet, share information and celebrate accomplishments—and to enjoy inspirational programs, books, a "dress-up" photo booth, lunch and other treats.

KCLS Respects and Honors Our Library Friends, Guilds and Associations as Value-Added Partners. They Make It Possible for Us To Do More for All Patrons

"We are very lucky to have such a strong, robust network of Friends groups!" KCLS Director Gary Wasdin told the gathering. He expressed KCLS' deep gratitude for the role that Friends, Guild and Association members play in KCLS' success through their fundraising, advocacy and support of programs and staff.

And their creativity! Nonprofit Friends groups may sponsor a bongo drummer for a singing and rhythm workshop, support block (Lego-building) parties, or provide prizes for winners of a Lego League competition. They may sponsor book clubs, book-lovers' happy hours, family movie nights, "crafternoon" craft classes, and experts who give lectures on opera, sports, business and the psychology of happiness.

Elizabeth Castleberry, KCLS Foundation Director told the Friends, "We can't underestimate the reach of the Friends volunteers as community leaders. Your dedication to your community library and the Library System is a testament to the importance of the library as an institution… You are what makes the King County Library System rich in diverse and fun programs. You are what makes us the library of champions."

Tricia Morehouse Miller, a 10-year volunteer with Bellevue Library, was named Friend of the Year for efforts resulting in both new membership and revenue streams. She produced the first Volunteer Day for the Bellevue Friends, organized a silent auction for their holiday tea, and has encouraged Friends participation in the annual *Give Big* charitable giving campaign, providing more money for library programs.

"I was stunned," Morehouse Miller said. "KCLS is the best library system in the country, so to be recognized as Friend of the Year for such an esteemed organization is indeed a great honor."

Thanks to the support and loyalty of enthusiastic advocates, libraries are able to accomplish far more for their communities. In 2015, ***Friends of the Library, Library Guilds*** and ***Library Associations***—those who graciously volunteer their time to raise funds in support of library programming, special events and other activities—provided more than $278,000 in support to KCLS libraries.

Maple Valley Library's "dynamic duo" Evelyn and Joe Defrisco were honored with the Friends Lifetime Achievement Award. The couple was cited for 18 years of devoted volunteerism, pitching in on everything from book sales and board positions (Evelyn was a vice president for six years before becoming president) to working with the City to establish a Library Advisory Board.

A number of Friends were named to the Friends of the Library Hall of Fame, including Reona Baker (Auburn); Janet Royea (Bothell); Jo-Ann Johnson (Covington); Janet Jacobson (Covington); Jane Mattson (Des Moines); Carol Kufeldt (Duvall); Meg Morgan (Fairwood); Donna Hanft (Lake Forest Park); Vickey Duckworth (Maple Valley); Connie Futrell (Newcastle); Mary Sletten (Skyway); and Enid Havens (White Center). Two Friends Lorene Clough (Renton) and Miriam Effron (Richmond Beach) were posthumously named to the Hall of Fame.

Before the day was over, each library's Friends group also competed in a rousing game of Library Jeopardy, impressing Wasdin with their quick-draw knowledge of books, quotations, history, film, foreign language and other subjects. Wasdin later told the gathering it was the first time the board game had been cleared, with every question in every category answered correctly.

Wasdin commended all and gave the Duvall Friends a special mention: "They look sweet, but boy, are they competitive!"

AMP EDWARD
STAFF

A STEADY STREAM: BIG CROWD CELEBRATES NEW RENTON LIBRARY

The eager public began gathering an hour before the doors opened, strolling in the morning sun along the Cedar River and across a wide pedestrian bridge. Citizens of all ages took turns at the new bridge guard rail, gazing upstream at the clear-flowing water, then turning to press their faces against huge walls of glass for sneak previews of the new 19,000 square-foot Renton Library.

By the time the 75-piece Hazen High School band marched onto the large patio outside the Library, drums pounding and horns blazing, the opening-day crowd had swelled to an estimated 750 people, standing, cheering, applauding—and ready to celebrate.

"What a glorious day and what a glorious library," Robin McClelland, President of the KCLS Board of Trustees, told the gathering. "Each KCLS library is unique to its setting and to its community, but this library has the most unique setting—sitting over a river."

Renton Mayor Denis Law agreed, saying that the new library was not only a unique and beautiful facility, but one which "captures the beauty of its entire surroundings."

Law and McClelland were among many dignitaries in attendance, including KCLS Director Gary Wasdin, Renton City Council members, KCLS Board members, Friends of the Renton Library, Renton Library Advisory Board members, school officials, Captain William Renton's grandniece, and many other library supporters. For the kids, Seattle Seahawks mascot Boom, and super heroes Wonder Woman and Hulk were on hand, plus musician Eli Rosenblatt and a city-sponsored barbeque in adjacent Liberty Park.

KCLS Joins Forces with Communities to Build and Celebrate Libraries and Continually Invest in their Upkeep to Ensure These Civic Treasures Endure

Twelve years into a $172 million **Capital Improvement Plan**, approved by King County voters in 2004, a total of 13 new libraries have opened, 11 libraries have been expanded, 11 libraries have been renovated and two parking expansion projects have been completed, in addition to many other enhancements throughout the System.

In 2015, construction began on Kingsgate (10,235 square-foot remodel) and Tukwila and White Center Libraries (each 10,000 square feet). The new Renton Highlands Library (15,000 square feet) was begun, and the new 19,000 square foot Renton Library was opened on August 22. (Both Renton libraries were not part of the Capital Bond measure.)

Wasdin expressed appreciation for all the partners of the library project, which was funded by the City of Renton through a voter-approved $10.4 million bond; KCLS funded $1.4 million for furniture and collections. The new library includes expanded computer access, a public meeting room, three study rooms, a children's area, special collections and other upgrades. The meeting room was dedicated to local businessman King Parker.

"It took a village to make this happen," said Ruth Baleiko, partner at Miller-Hull Architects, which designed the building through a collaborative effort.

The majority of the people of Renton desired to keep the library in a site spanning 80 feet across the river. It presented considerable architectural, engineering and construction challenges due to such issues as seismic codes, fish-passage requirements, electrical conduits, and riverbank stability amid potential flooding.

"This is a special place," Wasdin said, acknowledging the community's passion about where to build it. People are passionate about their libraries. It really is important to listen."

History acknowledged, it was time for one more link: Laurie (Renton) Teddy-Skok, grandniece of town namesake Captain William Renton, was eight years old when she snipped the ribbon for the previous library's 1966 opening. Holding giant scissors, she cut the 2015 ribbon, and the library opened to a stampede that included gasps, oohs and aaahs.

"It's so BIG," said one of the first patrons through the doors, staring at high ceilings, floor-to-ceiling windows overlooking the river and new art work in primary colors called *In the Midst of Knowledge* by Benjamin Moore.

"It's really beautiful; it even smells new," Teddy-Skok said, standing by her brother Steve Renton, who was among the many patrons who expressed relief that the library is still across the river.

D. Martin, a long-time Renton resident, was browsing the shelves with friend S. Winterhawk. Both called the new library "impressive," and said that browsing was one of their favorite pastimes.

"I'm so glad the library stayed here," Martin said. "This is right where Renton River Days and holiday sales are held, near the kids' playground and the park. Keeping it over the river just makes more sense for the community."

Libraries are becoming more **energy-efficient**, thanks to updated HVAC at various library locations. In 2015, KCLS achieved an average energy savings of 12 percent—approximately $92,904. KCLS continued to invest in library maintenance, replacing some roofs, HVAC and furnishings; upgrading fire-alarm, security and electrical systems and remodeling restrooms.

KCLS sustained its win-win efforts to reinforce relationships with local law-enforcement agencies, knowing that such collaboration leads to **safer, more secure communities and public buildings**, including libraries. KCLS built relationships with Kent and Burien law enforcement agencies in 2014, and further strengthened its law-enforcement ties in Auburn, Des Moines, Redmond, Bellevue and Tukwila in 2015.

"It is so light and so beautiful, and there is something about holding and feeling books in your hands," said Winterhawk, a professional singer and former teacher.

It did not take long before aisles were packed with people grabbing free library tote bags and bookmarks, circulating through all the various spaces with wonder and appreciation.

One man, standing in the self-checkout line with two full bags of books and DVDs, told another patron, "I'm so glad to have the library here. It is just a beautiful place."

R. Kong, age 9, said he was impressed by the size and "lots of new books," adding that he especially likes reading comic books and Pokémon. Other kids sat and listened to music, waving hands and singing.

"I think it's really beautiful," said R. Grace of Renton, who recently retired from Boeing. Grace said he frequently went to the library, which was on his way to work, to read and research topics such as business, networking and politics. His wife added that their six-year-old granddaughter is an avid reader and now that her husband is retired, "We'll definitely be taking full advantage of it now."

Even four hours after the library had opened, it was still bustling, with computers occupied, checkout lines busy, and patrons sitting in comfy chairs while reading and gazing at the river and park views.

E. Gandy, who has lived in Renton 45 years, used the Renton Library at least twice a week. She credited the helpfulness of the librarians and her love of reading books and magazines for her frequent patronage. Like many long-timers, she will keep returning—just like the salmon during the fall.

"Oh yes, you can see the salmon from the library," she said. "I've seen them!"

Perhaps Art Jarvis, Interim Superintendent of Renton Public School District, summed the day up best: "You've heard the word partnership, and this library represents just that; it is indicative of the Renton community I've heard about and witnessed for 50 years. The (Hazen) band is symbolic of the upcoming generations, and I would like to extend a deep, deep thank you for providing this beautiful resource for our children."

CHILDREN'S

THOSE WHO TOOK LONG JOURNEYS TO U.S. CITIZENSHIP GET THEIR DAY TO SHINE—AND CELEBRATE—AT KCLS LIBRARIES

If you want to see some of the widest smiles you'll ever see, go to a KCLS Naturalization Ceremony.

A total of 80 people from 17 different countries became American citizens in 2015, after "graduating" from a rigorous process that includes citizenship classes, security screenings and formal interviews with U.S. officials. Naturalization ceremonies were held in several KCLS libraries.

After a Naturalization Ceremony held November 16 at the Renton Library, new citizens said it was not easy, but so worth it.

"It's a long process… I studied so hard. And I had it easier because I spoke English," said V. Tuttle of Seattle, who was born in India. "Now I can vote, something I couldn't do before. I can travel, without worrying about a visa. But the main thing is that I can stay here."

Her husband, E. Tuttle, whom she met while in college in California, was all grins as he held their three-year-old daughter, who smiled at her mom and waved an American flag. His mother and father, who live in Edmonds, also came to the ceremony to celebrate.

Before being sworn in, the naturalization candidates were shown an inspirational video reflecting on American history, its 50 states, natural parks and other landmarks, with the background refrains of "America the Beautiful." The candidates took a solemn Oath of Allegiance to the United States, vowing to "support and defend the U.S. constitution and its laws against all enemies, foreign and domestic."

KCLS Welcomes and Supports our Newest Neighbors and Citizens, Helping Them to Adapt and Thrive

"I like the idea of all us being in the United States now and knowing she cannot be deported," he said. "It is a huge relief. We're all so happy."

Besides India, the new citizens hailed from Belarus, Bosnia, Burma, China, the Democratic Republic of Congo, El Salvador, Ethiopia, Honduras, Iran, Iraq, Kenya, Mexico, Moldova, South Korea, Sudan and Ukraine.

Then they all applauded, hugging friends and relatives.

"Congratulations. I'm honored to be the first person to speak to you as American citizens," said Gary Wasdin, KCLS Director. "I feel so much optimism seeing you all …Thank you for all the hard work that got you here today."

Wasdin also urged those gathered to get library cards and take advantage of KCLS, telling them that public libraries "are available and open to serve everyone, no questions asked."

As many new citizens queued up for cake decorated in red, white and blue, T. Ghafghazi and his wife, S. Ghafghazi expressed deep gratitude. At 76 years old, the Iranian couple said while some Americans may take their citizenship for granted, he and his wife do not.

"America is a great country," T. Ghafghazi said. "It cares about people. Everybody works hard here—men and women. You deserve what you have here."

KCLS BRINGS COMMUNITIES TOGETHER TO READ AND EXPLORE THE SAME BOOK

In 2015, KCLS was awarded a coveted National Endowment for the Arts' Big Read Grant, making it possible to host community **Big Read** programs around the selected book, *The Beautiful Things That Heaven Bears* by Dinaw Mengestu. An estimated 2,143 people participated in reading and discussing this book during community events held from September 1 through November 15, with participants from the US, Eritrea, Ethiopia, Kenya, Laos, Madagascar, Nepal, Somalia, Sudan and Vietnam. More than 800 free copies of the 2008 novel were given out at the Foster (Tukwila), Valley View (SeaTac) and White Center Libraries, and Mengestu himself appeared at a reception and book signing.

The annual Big Read grant aims to broaden public perspectives and understanding by supporting community efforts to "share the joy of reading a good book." KCLS joined forces with the Refugee Women's Alliance (ReWA); Highline Public Schools; Highline College; King County Housing Authority, and the White Center Community Development Association/White Center Promise.

The Beautiful Things That Heaven Bears tells the story of Sepha Stephanos, an Ethiopian immigrant and shopkeeper working and living in a predominantly African-American neighborhood in Washington DC. The New York Times called Mengestu's first novel "a great African novel, a Great Washington novel and a great American novel." While it is fiction, it reflects some of the author's experiences. Mengestu was born in Addis Ababa, Ethiopia, immigrating with his family to the United States when he was two years old to flee war in his native country. Raised in Illinois, Mengestu received his Bachelor of Arts degree in English from Georgetown University and a Master of Fine Arts in fiction from Columbia University.

Nearly 3,000 adults attended classes on English conversation skills, citizenship test preparation and basic education in 2015. Supported by 161 volunteers reporting 5,000 hours, they included **Talk Time** (1,182 sessions); **Citizenship Classes** (443) and one-on-one basic-education tutoring (69 individuals).

More than 400 people attended 38 free **ESL** (English as a Second Language) classes, made possible by KCLS partnerships with local colleges and certified instructors.

KCLS expanded its outreach to King County's growing Spanish-speaking population. More than 1,258 people took advantage of new services and were inspired by various services, programs and outreach events, including **Fiestas; El Día de los Niños/El Día de los Libros; Spanish Reading Clubs;** eBook presentations; **Starting Your Own Business** (in collaboration with Startzone), and **National Hispanic Heritage Month.**

Plaza Comunitaria, an adult learning curriculum created by the Mexican Consulate to advance the education of Latinos, was held at the Bellevue Library and drew 107 students. The program provides a wide range of basic education in Spanish, including literacy and math.

In order to connect more effectively with the diverse patrons KCLS serves, the **Library Page Fellowship Program** continues to recruit, hire, educate and retain a more diverse workforce. More than 120 of the KCLS workforce (one tenth) are former Page Fellows, with 75 percent of them identified in a diversity category.

THE BOYS ARE HERE!

KCLS LIBRARIAN ENGAGES AND GUIDES AT-RISK YOUTH, DEVELOPING THEIR VIEW OF LIBRARIES AS MEANINGFUL AND FUN DESTINATIONS

Lara Mayelian wanted to help a group of boys and wasn't at all put off by their troubled histories and behaviors. In fact, she embraced the way they were.

And that made all the difference.

Mayelian, a teen and adult services librarian, is known for her open-hearted efforts to help and engage youths from the Sea Mar Renacer Youth Treatment Center, a residential drug treatment program. Boys from the facility, ages 13 to 20, had for many years visited the Boulevard Park Library in Renton. But it was Mayelian who took them under her wing and made sure their visits were positive, focused and meaningful.

"I have been routinely impressed with how well these visits function and what an amazing and inspiring program it is," said Kendra Wight, a fellow Boulevard Park librarian who cites Mayelian's "sensitive and masterful cultivation of positive outcomes."

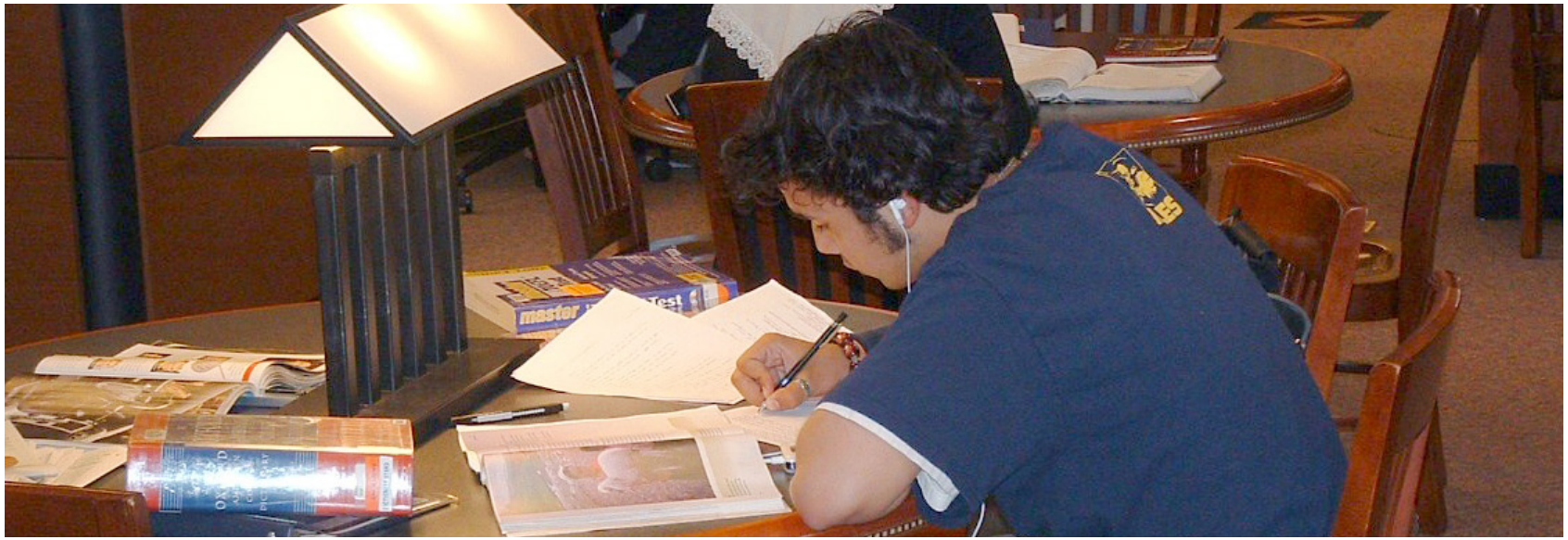
Wight recalled librarians saying "the boys are here!" observing that on their first visits, most of the youths—many of whom had never been in any library let alone had a library card—professed disinterest in reading. But over ensuing weeks, their reluctance switched to engagement as they saw Mayelian interact with others, building rapport with patience and persistence.

"You can watch boys rediscover books they loved in childhood," Wight said. "Soon they are reading and discussing memoirs, poetry, urban fiction romance novels, nonfiction, graphic novels, career guides and self-instruction books. It is not unusual to see seven boys standing around talking animatedly about a series or simply reading books."

It reached a point that when a Sea Mar staff member gave the boys a choice of going to the library or going to a movie, they all chose the library.

"I always root for the underdog," Mayelian said. "I'd say, 'Sit down, chill out. Come talk to me." She noted the boys' interests and showed them that "the library isn't just full of 'dusty old books.'

"Their shocked little faces lit up when I provided materials on sports figures, drawing and street art, memoirs on famous musicians and hip-hop artists…movies like *Maze Runner* and *The 5th Wave*."



In past years, Mayelian said, the Sea Mar boys "were running amok, yelling.... it confirmed to me that kids love and need structure." She reserved study tables, created a separate "zone" for them, and deployed her knowledge of youth and young adult literature to pick out books and other "cool" materials that would appeal to the boys yet fall within Sea Mar's policies.

Mayelian's personal and professional background makes her uniquely suited to the job, which she calls "a perfect fit." An immigrant from Iran and a member of the country's Christian Assyrian minority, Mayelian has always gravitated toward serving people in need. She moved to the United States during the 1979 Islamic Revolution and attended library school at San Jose State University, determined to work in a prison library. She says proudly, "The Assyrians were really the first people to have a library. I've got librarianship in my blood!" (The ancient library collection of Assyrian King Ashurbanipal now resides at the British Museum).

She volunteered at a juvenile detention center in San Francisco, honing librarian skills in the center's library while learning more about at-risk and incarcerated youth and young adult literature.

Her qualifications as an adult librarian include having worked as a social worker for more than seven years, both at a battered women's shelter and later with seniors and those suffering Alzheimer's disease.

Mayelian, Wight and others believe the program serves as an innovative model and could be expanded and/or replicated elsewhere.

"People told me 'those kids' won't ever fit in at a library and that working with 'those kids' is just too hard," Mayelian recalls. "But I'm here to tell you that it isn't that hard. Kids like the Sea Mar boys are all over King County, and as librarians we should be actively working on building relationships with them, not only 'the easy kids.' "

SUPER SHORTS

BORN TO READ

The **Born to Read** program targeted the parents of newborns and toddlers 15 months and younger, teaching them about the importance of Early Learning. Initiated by children's staff at the Sammamish Library and expanded to include children's librarians from other KCLS libraries, the three-day program was held at EvergreenHealth Hospital in Kirkland in spring 2015. More than 200 people attended a total of ten sessions, with an estimated 85 percent of participants reporting they were not regular library users prior to the program.

LIBRARY PLAY ZONE AT WHITE CENTER FOOD BANK

The weekly **Library Play Zone** offered families with young children in the Greenbridge area the opportunity to learn and play together, bolstered by the guidance and expertise of children's services librarians. Many of the families were familiar with the White Center Food Bank, which serves approximately 800 children every month, but were not aware of the free library services available to them. The three-month, drop-in Play Zone, an adaptation of the System-wide Story Time and Stay & Play programs, created a fun environment that encouraged learning through stories, singing and playing with educational toys.

NEWPORT WAY LIBRARY MAKER WEEKEND

Staff at the Newport Way, Newcastle and Mercer Island Libraries created a series of all-day programming geared to all ages and interests. The first event, Library Maker Weekend at Newport Way Library, offered six to eight programs running all day featuring everything from **Makey Makey** to **Water Color 101.** To increase awareness and participation for all ages, staff made an extra effort to reach out to the local middle school satellite club and to the local high school robotics club, which also introduced the youths to other events in the libraries as well.

There are already 700 subscribers for the **KCLS Reads Newsletter**, which debuted in December. **BookMatch** allows librarians to customize book lists based on preferences expressed by individual readers. BookMatch's trained librarians responded to 530 patron requests in the six months since it kicked off in late May.

BEHIND THE SCENES

KCLS ramped up its already strong efforts to connect with patrons and communities on some new initiatives. Community Relations developed and launched three new KCLS email newsletters—**KCLS Reads**, **Mind Matters** and **K-12**.

A new partnership with the **King County Fair** created a free entry day for KCLS card holders—and increased fair attendance from 6,000 (in 2014) to 17,000.

A total 3,087 patrons attended the 1,372 **TechTutor** sessions held at various sites. Volunteers accrued 2,599 hours supporting TechTutor, which also saw 48,078 visitors to its webpage.

Patrons viewed 3,709 hours of instructional video on **Lynda.com**, a database launched in 2015 to offer extended computer learning via the TechTutor web page. A total 396 courses were completed.

"I cannot say enough good things about Bookmatch...(the librarians) sent me a friendly email highlighting their top picks and explaining why they thought I would enjoy them based on my request, obviously from someone who'd read all of them.…I'd read one and heard of two others, but otherwise got new-to-me-suggestions, pure gold for a heavy reader. I was so thrilled when I got my recommendations that I immediately shared Bookmatch on Facebook and Twitter because I wanted all my friends to use it too. Bookmatch is a high-quality, personalized book recommendation service I would encourage any reader to try." T. Durnell, Kirkland

SNAPSHOTS

GREATER ACCESS

KCLS continues to increase patron accessibility. In 2015, a total 50,745 patrons called **Ask KCLS** with questions, and another 20,409 people emailed queries, assisted on an individual basis by library staff. The many "how-to" questions included downloading eBooks, using library catalogs, finding consumer information, searching databases, locating library programs and events and discovering new books to read.

Staff with the **Traveling Library Center** visited 28,272 homebound patrons, living in retirement homes and assisted living facilities. Along with receiving materials, these patrons were able to enjoy book talks, eReader demonstrations and learn about other library resources.

Open hours of five libraries will increase in 2016, following a System-wide review aimed at meeting the interests of patrons. All KCLS libraries, except Bellevue and Skykomish, will be open 10am to 9pm Monday through Thursday.

Patrons in need of **special accommodations** also received more help in 2015. Items such as hand-held magnifiers were made available at all libraries, and "Dragon" speech-recognition software can be accessed at the Bellevue Library. Desktop hearing loops also were added at five libraries: Auburn, Boulevard Park, Burien, Mercer Island, and Shoreline, bringing the total of "looped" libraries to eight.

Patron registration and checkouts also improved via an **iPad pilot project** that includes Evergreen Lite, a lightweight mobile application that can be used by staff in areas where digital connectivity has been a problem.

UPGRADES

KCLS continues to upgrade its technology to improve the patron experience. A System-wide **technology upgrade** in 2015 included an increase in the number of PCs and laptops available to the public and greater Wi-Fi access. KCLS' mobile fleet also was enhanced with features designed to better monitor fuel efficiency, lower insurance, repair and replacement costs, and other investment-protecting improvements.

Techlab, KCLS' computer-equipped mobile vehicle, addressed the needs of 3,090 people and offered 170 computer classes in 2015. Techlab visited students throughout the county, as well as senior citizens, adults re-entering the workforce, refugees, youths in juvenile detention centers and the homeless.

Techlab expanded the number of visits to those with inadequate housing, serving almost 300 patrons during regular visits to Tent Cities 3 and 4; Camp Unity and United We Stand. TechLab worked with Hopelink in various areas of the county to provide needed services.

KCLS FOUNDATION

In 2015, the King County Library System Foundation, a private and separate fundraising arm of the Library System, saw a 40 percent increase in giving over the prior year, with $816,000 in contributions. The Foundation provided $764,000 in total grants to KCLS, including $325,000 toward the Community Mosaic project planned for the new Tukwila Library; $130,000 for the Summer Reading and Let's READ programs for children and teens, and $90,000 for Tutor.com. The Foundation also created five new INVENTational grants, providing a total $15,000 in funding to spark innovative programming for patrons.

I AM THE
GAME
CHANGER
BASKETBA

THE STORY OF CIRCULATION

In 2015, total circulation reached 20,418,624, which included 3,064,726 in digtal content, a 23.43% increase over 2014. New digital offerings included **hoopla**, a new streaming platform for music, movies, television and comics and **SELF-e**, a new eBook platform for local and national self-published authors.

KCLS' top five circulating libraries included Redmond (1,290,606), Bellevue (1,210,221), Bothell (1,039,918), Sammamish (923,919) and Shoreline (794,852).

Patrons walking through the doors of KCLS libraries remained on par with 2014, with 9,922,263 people using libraries for discovery, inspiration, information and access to other important resources.

More than 112,000 individuals also registered for **KCLS library cards**, a 26% increase over 2014.

TOTAL CIRCULATION BY LIBRARY

LIBRARY	CHECKOUTS
LAKE FOREST PARK	217,720
RICHMOND BEACH	205,163
SHORELINE	794,852
NORTHWEST CLUSTER TOTAL	**1,217,735**
BOTHELL	1,039,918
KENMORE	302,529
KINGSGATE	201,360
KIRKLAND	726,760
NORTH CLUSTER TOTAL	**2,270,567**
CARNATION	87,708
DUVALL	191,484
REDMOND	1,290,606
REDMOND RIDGE	89,694
SKYKOMISH	12,355
WOODINVILLE	504,584
NORTHEAST CLUSTER TOTAL	**2,176,431**
BELLEVUE	1,210,221
CROSSROADS	452,934
LAKE HILLS	354,722
BELLEVUE CLUSTER TOTAL	**2,017,877**
MERCER ISLAND	407,521
NEWCASTLE	393,378
NEWPORT WAY	521,796
NORTHCENTRAL CLUSTER TOTAL	**1,322,695**

LIBRARY	CHECKOUTS
FALL CITY	100,383
ISSAQUAH	685,800
NORTH BEND	221,490
SAMMAMISH	923,219
SNOQUALMIE	183,633
EAST CLUSTER TOTAL	**2,114,525**
BOULEVARD PARK	77,376
BURIEN	410,435
FOSTER	100,577
GREENBRIDGE	39,675
VALLEY VIEW	114,210
WHITE CENTER	94,113
WEST CLUSTER TOTAL	**836,386**
FAIRWOOD	639,665
RENTON	167,923
RENTON HIGHLANDS	274,146
SKYWAY	116,364
SOUTHCENTER	113,943
CENTRAL CLUSTER TOTAL	**1,312,041**
DES MOINES	238,178
KENT	470,680
WOODMONT	185,504
SOUTHCENTRAL CLUSTER TOTAL	**894,362**
BLACK DIAMOND	81,828
COVINGTON	577,056
ENUMCLAW	177,223
MAPLE VALLEY	392,450
SOUTHEAST CLUSTER TOTAL	**1,228,557**

LIBRARY	CHECKOUTS
FEDERAL WAY	568,626
FEDERAL WAY 320th	249,441
VASHON	278,823
SOUTHWEST CLUSTER TOTAL	**1,096,890**
ALGONA-PACIFIC	167,698
AUBURN	359,075
MUCKLESHOOT	34,000
SOUTH CLUSTER TOTAL	**560,773**
ALL LIBRARY CLUSTERS	**17,048,839**
MOBILE SERVICES	204,681
YOUTH SERVICE CENTER	25,560
ASK KCLS	20,308
DOWNLOADS	3,064,726
INTERLIBRARY LOAN	15,144
PROFESSIONAL	39,366
CENTRAL/SPECIAL SERVICES	**3,369,785**
SYSTEM TOTAL	**20,418,624**

ACCOLADES

THE LIST OF KCLS BUILDING AWARDS KEEPS GROWING

In 2015, the new Renton Library, with the unusual and challenging distinction of spanning a river, earned Architects Newspaper "Best of Awards" honorable mention in the renovation category. The American Institute of Architects' Washington Council honored two other KCLS libraries with Civic Design Awards, awarding the Duvall and Federal Way 320th Libraries with its Merit Award.

WE LEAD THE COUNTRY IN DIGITAL DOWNLOADS

The King County Library System was named the top Library System in the U.S. for circulation of digital books, with 2,848,205 downloads through OverDrive—a 25 percent increase over 2014. While the top honors in North America went to Toronto Public Library in Ontario, Canada (3,108,465), Toronto's population is also higher—more than six million people, according to OverDrive, a Cleveland-based private firm which distributes and tracks digital materials. The company reported that per capita, KCLS is actually higher than Toronto, with an average of 2.2 digital items borrowed per person versus slightly less than two. KCLS also topped New York Public Library by almost 600,000 items.

KCLS STAFF OUT-SORTS NEW YORK PUBLIC LIBRARY

BOOk-YAH! That was the "Call of the Wild" made by KCLS book sorters after they beat New York Public Library staff in the 2015 Sorting Smack Down—aka the National Library Sorting Championship. Held November 10 at the Materials Distribution Services facility in Preston, KCLS staff out-hustled their New York counterparts by 201 books, moving and distributing 12,572 books in one hour from loaded bins onto the facility's fast-moving conveyor belt. The annual event, for which KCLS now holds a 3-2 lead, was covered by national and local media, including NBC Nightly News with Lester Holt.

GOVERNANCE

KCLS BOARD OF TRUSTEES

The King County Library System is governed by the five-member Board of Trustees who are appointed by the King County Executive and approved by the King County Council. Trustees serve as at-large members for no more than two consecutive five-year terms.

2015 TRUSTEES

Robin McClelland, *President*

Robert Spitzer

Jessica Bonebright

Jim Wigfall

Angélica Alvarez

KCLS DIRECTOR

Gary Wasdin

KCLS BY THE NUMBERS 2015

KING COUNTY LIBRARY SYSTEM
kcls.org

49 COMMUNITY LIBRARIES
TOTALING 739,788 SQUARE FEET

OPERATING BUDGET
$112 MILLION

TOP THREE DATABASES
LYNDA.COM
CONSUMER REPORTS
VALUE LINE

756,000 REGISTERED CARDHOLDERS
112,000 NEW PATRONS

9.9 MILLION
PATRONS VISITS

PROGRAM ATTENDANCE
566,087

MISSION

To provide free, open and equal access to ideas and information to all members of the community.

20.4 MILLION
ITEMS CIRCULATED

3 MILLION DOWNLOADS

KCLS is the number one circulating library in the U.S. for Overdrive downloads.

MOBILE SERVICES OUTREACH
67,247 PEOPLE VISITED

COLLECTION
4.7 MILLION ITEMS

Books and other physical items, eBooks, eAudiobooks, eMusic and eVideo.

KCLS.ORG **42** MILLION HITS

CATALOG HITS **60** MILLION

King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	8	**Name:**	Lise Kaye
Proposed No.:	2016-0400	**Date:**	October 17, 2016

SUBJECT

An ordinance revising Title 14 of the King County Code, relating to roads and bridges.

SUMMARY

Proposed Ordinance 2016-0400 makes changes to Title 14 of the King County Code to reflect new state law and current practices and also improve its readability and accessibility to the public. Approval of the proposed ordinance would also approve an update to the 2007 Road Design and Construction Standards.

BACKGROUND

The King County Code (KCC) is the compilation of ordinances that are permanent or general in nature. It is organized by subject matter; Title 14 pertains to county roads and bridges. The Code is updated as ordinances become effective as provided in the King County Charter.

As described by the Executive, Proposed Ordinance 2016-0400 would update and modernize portions of Title 14 of the code to be consistent with state law and current practices while improving the readability of the code and access to information from the perspective of the public. Updates on the following chapters of Title 14 will be transmitted to Council for consideration by the first quarter of 2017:

- rights-of-way,
- permit system for County property,
- utilities on County rights-of-way,
- wireless communication facilities, and
- utilities on County properties

In related legislation, an update to KCC Chapter 14.70, Transportation Concurrency Management, has been referred to the Committee of the Whole (Proposed Ordinance 2016-0392). An update to KCC Chapter 14.56, Non-Motorized Program, is before Council in the context of the Comprehensive Plan update. In addition, Proposed Ordinance 2016-0401, currently before the Committee of the Whole, would revise

existing Title 14 by moving the Commute Trip Reduction sections to Title 28 of the King County Code.

ANALYSIS

The Executive's proposed revisions make technical and policy changes to Title 14 of the King County Code, including substantial revisions to road vacation regulations. Approval of the ordinance also would approve an update to the County's 2007 Road Design and Construction Standards.

Table 1 below identifies the policy-related changes to Title 14 categorized for ease of review as administrative changes, repealed provisions, new authority and modified regulations. Table 2 identifies changes specific to Road Vacation provisions.

Staff analysis of the revised Road Design and Construction Standards is ongoing, as is analysis of the proposed revisions to the County's road vacation authority.

Table 1. Executive Proposed Policy-Related Changes

Topic (PO section)	Change	Explanation[1]
ADMINISTRATIVE CHANGES		
Publication of reports and information (46)	Deletes requirement for Director's annual report[2].	RSD is required by WAC 136.20.060 to submit an Annual Bridge Report to the county legislative authority.
Sidewalk repair – responsibility and costs (71)	Shifts responsibility for assessing the cost for sidewalk repair/reconstruction from Council to the KCDOT director.	One source for all the needed subject matter expertise (technical, field and land valuation staff) to better inform the public about how the work is to be accomplished.
REPEALED PROVISIONS		
Installation of public benches (Section 46)	Repeals rules for installation of benches in the county right of way.	Benches in the right of way may increase county's liability and can be a hazard. RSD does not have resources to maintain or enforce code. The county does not currently have benches in the right of way.
Road closures and openings by petition (56)	Repeals section by which persons may file petitions to close and reopen King County roads.	Road closure (absent vacation) would not absolve county of maintenance responsibilities and potential tort liability. Per RSD, the provisions have never been used.
Integrated Transportation Program and Mitigation Payment System (76)	Repeals the Mitigation Payment System.	System is not generating significant revenue due to low development activity. Direct impacts can be addressed through the SEPA process. Transportation concurrency program and intersection standards are not affected by this change.

[1] Per Executive staff
[2] Per KCC 14.04.090. Most recent report on Legistar is 2007.

Topic (PO section)	Change	Explanation[3]
NEW AUTHORITY		
Emergency permits (47)	Provides authority for county road engineer to issue special use permits for certain vehicles[4] when a county road is seriously damaged or destroyed.	Provides authority to county road engineer to act during an emergency or disaster.
Title 14 enforcement (53)	Authorizes county road engineer to enforce sections and subsections relating to: • Road Closures • Road Restrictions • Load Limiting Bridges • Standards • Road Vacations • Road Variances	Clarifies how the day to day operations of the unincorporated road network are going to be carried out to ensure that the roads are safe to use and immediate issue can be addressed as they arise.[5]
MODIFIED REGULATIONS		
Standards for utility poles (60)	Broadens standards to apply to every utility pole and other utility structure, not just to every new placement and every planned nonemergency placement.	Allows county greater flexibility in addressing this hazard.
Sidewalk repair – responsibility and costs (71)	Defines procedures for notice to property owner, provisions for appeal, and for director to assess the cost for the repair or reconstruction against the abutting property owners, which shall become a lien against the property. The lien is capped at 25% of the assessed value of the abutting property.	It is important for the County to provide a notice to the abutting property owner of the estimated cost of repair and why the county believes the property owner is responsible for the damage. Having this information would be essential if the owner wants to challenge the legitimacy of the county's determination of causation for sidewalk damage.
Planting Strip Maintenance (73)	Prohibits plants in the 10-foot clear zone unless there is a curb present.	Planting strip maintenance is an important part to maintaining adequate sight distance requirements on County roads.
Intersection Standards – Mitigation and payment of costs (80)	No administrative fee shall be charged to review intersection standards; and any traffic study needed will be paid for by the owner of the proposed development.	Fee did not seem appropriate because studies are infrequent and their review does not require a lot of resources. Engineering staff reviews the study to ensure they are done in accordance with current traffic engineering practice.

[3] Per Executive staff
[4] For the operation of school buses, emergency vehicles and motor trucks transporting perishable commodities or commodities necessary for the health and welfare of local residents during those conditions
[5] Code delegates code enforcement to division directors in several areas and in one instance to a section manager

Table 2. Road Vacation Revisions

Topic (PO section)	Change	Explanation[6]
ROAD VACATION AUTHORITY – COMPREHENSIVE REWRITE		
Road Vacation-Authority (87)	Allows for Council and executive to initiate a proposed vacation, in addition to existing petition process.	Enables the county to proactively divest of road rights of way that do not serve an essential role in the public road network or would better serve the public interest in private ownership. Consistent with findings of the Bridges and Roads Task Force.
Road Vacation – CRE Review (89)	Procedures for road engineer review of petition, including CRE to allow petitioner to add additional frontage owners to the petition if original submittal does not have sufficient signatories, and required contents of CRE recommendation report.	Pending
Road Vacation – Hearing Examiner (92)	Defines procedures for public notice; Hearing examiner recommends amount of compensation, if any; deletes procedures for appeal.	Pending
Road Vacation – petition fees (90 and 91)	Requires $200 administrative fee (previously amount to be determined by KCDOT director) and allows for a fee for additional petition-related costs; allows RSD director to waive all or any portion of the additional fees[7].	Pending
Road Vacation – Amount of Compensation	Deletes compensation by roadway class; new authority for CRE to propose that council accept real property in lieu of cash; adds considerations allowed by new state law when considering compensation[8]; as well as consideration of the assessed land value of parcels adjacent to the county right of way subject to the vacation request.	Pending
Road Vacation-prorated payments (94)	Deletes provision that would forestall denial of a petition if owners of some, but not all, of the parcels bordering the roadway are willing to pay their prorated share of the requested compensation.	Per RDS, the provision for prorated payment is being deleted to avoid a misunderstanding that the middle of a road can be vacated because there's a willing property owner that will pay the required compensation.

[6] Per Executive staff
[7] Waiver must be in writing and "state a compelling need or public purpose that is served by the waiver"
[8] RCW 36.87.120 allows for the following considerations: value of the transfer of liability or risk; the increased value to the public in property taxes; the avoided costs for management or maintenance; and, any limits on development or future public benefit.

Additional Policy Consideration

Street vacation processing timelines. Due to factors including reduction in force, the RSD fell behind in processing street vacation requests. The Hearing Examiner has reported that the RSD backlog has impacted the speed with which that office can conduct public hearings on the requests. Executive staff have identified this as a priority issue, both in the SPRS and operationally, and have implemented a LEAN process to determine the most efficient way to structure the street vacation process. Staff from the Hearing Examiner's office will participate in the LEAN process. Council may wish to review the outcomes of the LEAN process, including the pros and cons of establishing performance timelines.

AMENDMENTS

Council staff is working with Council's legal counsel to prepare a Striking Amendment to make a number of technical modifications.

ATTACHMENTS

1. Proposed Ordinance 2016-0400 and Attachment A
2. Transmittal Letter
3. Fiscal Note

INVITED

- Brenda Bauer, Director, Road Services Division
- Jay Osborne, Deputy Director, Road Services Division
- Rick Brater, County Road Engineer

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KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 13, 2016

Ordinance

Proposed No. 2016-0400.1 **Sponsors** Lambert

AN ORDINANCE relating to roads and bridges; amending Ordinance 665, Section 1, as amended, and K.C.C. 14.04.010, Ordinance 665, Section 7, and K.C.C. 14.04.070, Resolution 25878 and K.C.C. 14.12.010, Resolution 27219 and K.C.C. 14.12.020, Ordinance 11426, Section 1, and K.C.C. 14.16.010, Ordinance 11426, Section 3, and K.C.C. 14.16.015, Ordinance 5701, Section 3, and K.C.C. 14.16.020, Ordinance 5701, Section 18, as amended, and K.C.C. 14.16.170, Ordinance 336, (part), as amended, and K.C.C. 14.20.020, Ordinance 15753, Section 1, as amended, and K.C.C. 14.42.005, Ordinance 11187, Section 1, as amended, and K.C.C. 14.42.010, Ordinance 8041, Section 4, as amended, and K.C.C. 14.42.030, Ordinance 8041, Section 5, as amended, and K.C.C. 14.42.040, Ordinance 8041, Section 7, as amended, and K.C.C. 14.42.060, Ordinance 15753, Section 10, and K.C.C. 14.42.075, Ordinance 1503, Section 1, as amended, and K.C.C. 14.48.010, Ordinance 1503, Section 2, as amended, and K.C.C. 14.48.020, Ordinance1503, Section

4, as amended, and K.C.C. 14.48.040, Ordinance 3027, Section 2, as amended, and K.C.C. 14.52.020, Ordinance 32027, Section 4, and K.C.C. 14.52.040, Ordinance 3027, Section 7, and K.C.C. 14.52.070, Ordinance 13019, Section 1 (part), and K.C.C. 14.85.010, Ordinance 13019, Section 1 (part), as amended, and K.C.C. 14.85.020, Ordinance 11617, Section 57, and K.C.C. 14.80.010, Ordinance 11617, Section 60, and K.C.C. 14.80.030, Ordinance 11617, Section 61, and K.C.C. 14.80.040, Ordinance 11617, Section 62, and K.C.C. 14.80.050, Ordinance 11617, Section 63, and K.C.C. 14.80.060, Ordinance 13019, Section 1 (part), and K.C.C. 14.85.010, Ordinance 13019, Section 1 (part), as amended, and K.C.C. 14.85.020, Ordinance 129, Section 1, as amended, and K.C.C. 14.40.010, Ordinance 129, Section 1 (part), as amended, and K.C.C. 14.40.015 and Ordinance 2759, Section 2, as amended, and K.C.C. 14.40.020, repealing Ordinance 665, Section 2, and K.C.C. 14.04.020, Ordinance 665, Section 3, and K.C.C. 14.04.030, Ordinance 665, Section 4, and K.C.C. 14.04.040, Ordinance 665, Section 5, as amended, and K.C.C. 14.04.050, Ordinance 665, Section 6, and K.C.C. 14.04.060, Ordinance 665, Section 8, and K.C.C. 14.04.080, Ordinance 665, Section 9, and K.C.C.14.04.090,

Ordinance 665, Section 10, and K.C.C. 14.04.100, Ordinance 5701, Section 4, and K.C.C. 14.16.030, Ordinance 5701, Section 5, as amended, and K.C.C. 14.16.040, Ordinance 16744, Section 2, and K.C.C. 14.16.089, Ordinance 5701, Section 11, as amended, and K.C.C. 14.16.100, Ordinance 1969, Section 1, as amended, and K.C.C. 14.20.010, Resolution 22903 (part), as amended, and K.C.C. 14.24.010, Resolution 22903 (part), as amended, and K.C.C. 14.24.020, Resolution 9793, Paragraph 1, and K.C.C. 14.32.010, Resolution 9793, Paragraph 2, and K.C.C. 14.32.020, Resolution 9793, Paragraph 3(a) and (b), and K.C.C. 14.32.030, Resolution 9793, Paragraph 3(c), and K.C.C. 14.32.040, Resolution 9793, Paragraph 3(d), and K.C.C. 14.32.050, Resolution 9793, Paragraph 3(e), and K.C.C. 14.32.060, Resolution 9793, Paragraph 3(f), and K.C.C. 14.32.070, Resolution 9793, Paragraph 3(g), and K.C.C. 14.32.080, Resolution 9793, Paragraph 4(a), and K.C.C. 14.32.090, Resolution 9793, Paragraph 4(c), and K.C.C. 14.32.100, Resolution 9793, Paragraph 4(d), and K.C.C. 14.32.110, Resolution 9793, Paragraph 4(e), and K.C.C. 14.32.120, Resolution 9793, Paragraph 4(f), and K.C.C. 14.32.130, Resolution 9793, Paragraph 5(a), and K.C.C. 14.32.140, Resolution

9793, Paragraph 5(b), and K.C.C. 14.32.150, Resolution 9793, Paragraph 5(c), and K.C.C. 14.32.160, Resolution 9793, Paragraph 5(d), and K.C.C. 14.32.170, Resolution 9793, Paragraph 6(a), and K.C.C. 14.32.180, Resolution 9793, Paragraph 6(b), and K.C.C. 14.32.190, Resolution 9793, Paragraph 7, and K.C.C. 14.32.200, Resolution 9793, Paragraph 9, and K.C.C. 14.32.210, Resolution 9793, part, as amended, and K.C.C. 14.32.220,Resolution 9793, Paragraph 10, and K.C.C. 14.32.230, Resolution 9793, Paragraph 11, and K.C.C. 14.32.240,Ordinance 10962, Sections 1 and 6, as amended, and K.C.C. 14.38.010, Ordinance 10962, Sections 2 and 5, as amended, and K.C.C. 14.38.020, Ordinance 14734, Section 3, and K.C.C. 14.38.025, Ordinance 10962, Sections 3 and 4, as amended, and K.C.C. 14.38.030, Ordinance 14734, Section 5, and K.C.C. 14.38.045, Ordinance 14734, Section 6, and K.C.C. 14.38.055, Ordinance 8041, Section 3, as amended, and K.C.C. 14.42.020, Ordinance 8041, Section 6, as amended, and K.C.C. 14.42.050, Ordinance 8041, Section 8, as amended, and K.C.C. 14.42.070, Ordinance 1503, Section 3, as amended, and K.C.C. 14.48.030, Ordinance 3027, Section 1, and K.C.C. 14.52.010, Ordinance 3027, Section 3, and K.C.C. 14.52.030, Ordinance 3027, Section 5, as

amended, and K.C.C. 14.52.050, Ordinance 3027, Section 6, and K.C.C. 14.52.060, Ordinance 11617, Section 3, as amended, and K.C.C. 14.65.010, Ordinance 11617, Section 4, as amended, and K.C.C. 14.65.020, Ordinance 11617, Section 64, as amended, and K.C.C. 14.65.025, Ordinance 11617, Section 5, as amended, and K.C.C. 14.65.030, Ordinance 11617, Section 6, as amended, and K.C.C. 14.65.040, Ordinance 16744, Section 1, and K.C.C. 14.65.055, Ordinance 11617, Section 35, and K.C.C. 14.75.010, Ordinance 11617, Sections 36 through 41, and K.C.C. 14.75.020, Ordinance 11617, Section 42, and K.C.C. 14.75.030, Ordinance 11617, Section 43 and Attachment B, as amended, and K.C.C. 14.75.040, Ordinance 11617, Section 44, as amended, and K.C.C. 14.75.050, Ordinance 11617, Section 45, and K.C.C. 14.75.060, Ordinance 11617, Section 46, as amended, and K.C.C. 14.75.070, Ordinance 17190, Section 5, as amended, and K.C.C. 14.75.075, Ordinance 11617, Section 47, as amended, and K.C.C. 14.75.080, Ordinance 11617, Section 48, as amended, and K.C.C. 14.75.090, Ordinance 11617, Section 49, as amended, and K.C.C. 14.75.100, Ordinance 11617, Section 50, as amended, and K.C.C. 14.75.110, Ordinance 11617, Section 51, and K.C.C.

14.75.120, Ordinance 11617, Section 52, and K.C.C. 14.75.130, Ordinance 11617, Section 53, and K.C.C. 14.75.140, Ordinance 11617, Section 54, as amended, and K.C.C. 14.75.150, Ordinance 11617, Section 55, and K.C.C. 14.75.160, Ordinance 11617, Sections 58 and 59, and K.C.C. 14.80.020, Ordinance 13019, Section 1 (part), and K.C.C. 14.85.030 and Ordinance 13019, Section 1 (part), and K.C.C. 14.85.040, Ordinance 129, Section 3, as amended, and K.C.C. 14.40.030, Ordinance 129, Section 4, as amended, and K.C.C. 14.40.040, Ordinance 129, Section 5, as amended, and K.C.C. 14.40.050 and Ordinance 2759, Section 1, and K.C.C. 14.40.060, adding new sections to K.C.C. chapter 14.40 and adding a new chapter to K.C.C. Title 14.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Sections 2 through 42 of this ordinance should constitute a new chapter in K.C.C. Title 14.

NEW SECTION. SECTION 2. There is hereby added to the new chapter created in section x of this ordinance a new section to read as follows:

A. Definitions in this chapter apply throughout this title.

B. Definitions in RCW 36.75.010 apply to this title unless otherwise defined in this chapter.

NEW SECTION. SECTION 3. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

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

NEW SECTION. SECTION 4. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Capital improvement program" or "CIP" means the expenditures and revenues programmed by King County for capital purposes for road improvements over the six-year period of the adopted CIP currently in effect.

NEW SECTION. SECTION 5. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Comprehensive Plan" means the adopted King County Comprehensive Plan.

NEW SECTION. SECTION 6. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Concurrency" means transportation facilities are in place at the time of development or that a financial commitment is in place to complete within six years the improvements needed to maintain the county level of service standards, according to RCW 36.70A.070(6).

NEW SECTION. SECTION 7. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Concurrency status" means whether or not an area passes the concurrency test.

NEW SECTION. SECTION 8. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Concurrency test" means determining whether or not an area meets level of service standards as described in K.C.C. 14.70.220.

NEW SECTION. SECTION 9. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Concurrency test results map" means the map displaying which travel sheds are passing or failing the concurrency test for residential and commercial land uses.

NEW SECTION. SECTION 10. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

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

NEW SECTION. SECTION 11. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"County road engineer" means the county road engineer, as specified in RCW 36.75.010 and 36.80.010 or the county road engineer's authorized representative.

NEW SECTION. SECTION 12. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Curb" means a cement, concrete or asphaltic concrete raised structure designed to delineate the edge of the roadway and to separate the vehicular portion of the roadway from that provided for pedestrians and to control surface drainage.

NEW SECTION. SECTION 13. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Custodial departments" means those county departments whose function is to manage and control county use of the rights-of-way or other county property.

NEW SECTION. SECTION 14. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Development" means specified changes in use designed or intended to permit a use of land that will contain more dwelling units or buildings than the existing use of the land, or to otherwise change the use of the land or buildings or improvements on the land in a manner that increases the amount of vehicle traffic generated by the existing use of the land and that requires a development permit from King County. This definition does not pertain to the rezoning of land or a grading permit.

NEW SECTION. SECTION 15. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Development application" means the request made to the department of permitting and environmental review, or its successor agency, for approval of a development.

NEW SECTION. SECTION 16. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Development approval" means an order, permit or other official action of the department of permitting and environmental review, or its successor agency, granting or granting with conditions an application for development.

NEW SECTION. SECTION 17. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Development review engineer" means the department of permitting and environmental review employee responsible for the conditioning, review, inspection and approval of right-of-way use permits and road and drainage improvements constructed as part of development permits administered by the department of permitting and environmental review. The development review engineer or the development review engineer's designee shall be a professional civil engineer registered and licensed under the laws of the state of Washington.

NEW SECTION. SECTION 18. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Development units" means the number of dwelling units approved for residential development.

NEW SECTION. SECTION 19. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Financial commitment" consists of expenditures and revenues designated in an adopted CIP. The adopted CIP identifies all applicable and available revenue sources and forecasts these revenues through the six-year period with reasonable assurance that the funds will be available.

NEW SECTION. SECTION 20. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Highway Capacity Manual" means Special Report 209 of the Transportation Research Board of the National Research Council, as it exists on the effective date of this ordinance.

NEW SECTION. SECTION 21. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Intersection standards" means a standard by which King County evaluates intersections affected by new development to assure safe and efficient operation and that improvements to mitigate the adverse impacts of such developments are completed, in accordance with the state Environmental Policy Act, K.C.C. 20.44.080, the King County Comprehensive Plan and K.C.C. chapter 14.80.

NEW SECTION. SECTION 22. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Level of service standard" means the traffic standards that are adopted in the Comprehensive Plan.

NEW SECTION. SECTION 23. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Peak period" means the weekday afternoon period during which the greatest volume of traffic uses the road system.

NEW SECTION. SECTION 24. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Planting strip" means that portion of the right of way behind the curb line and between the curb line and the sidewalk or between the sidewalk and the right of way line used for the planting of trees, grass, shrubs or ground cover.

NEW SECTION. SECTION 25. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Right of way" means land, property or property interest, such as an easement, usually in a strip, as well as bridges, trestles or other structures dedicated to or otherwise acquired by the county for public motor vehicle transportation purposes, including, but not limited to, roads, streets, avenues and alleys, whether or not opened, improved or maintained for public motor vehicle transportation purposes.

NEW SECTION. SECTION 26. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Right of way use agreement" means an agreement between the county and a wireless telecommunications provider through which a site-specific and revocable privilege to use county right of way at a location identified in the agreement for wireless telecommunications facilities is granted and through which the terms and conditions for exercising the granted privilege to use the county right of way are set forth.

NEW SECTION. SECTION 27. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Road classification" means the classification of roadways based on the function and design of a specific road.

NEW SECTION. SECTION 28. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Rural Area" means the area outside the urban growth boundary line as defined in the Comprehensive Plan.

NEW SECTION. SECTION 29. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Rural Mobility Area" means one of the rural towns as defined by the Comprehensive Plan.

NEW SECTION. SECTION 30. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Rural Neighborhood Commercial Center" means the rural neighborhood commercial centers of Cottage Lake, Preston and Cumberland.

NEW SECTION. SECTION 31. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Rural Town" means an unincorporated town governed by King County as defined in the Comprehensive Plan.

NEW SECTION. SECTION 32. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Segment" means a designated portion of an arterial used in level of service standard calculation.

NEW SECTION. SECTION 33. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Sidewalk" means that property between the curb line and the adjacent property, set aside and intended for the use of pedestrians, improved by paving.

NEW SECTION. SECTION 34. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Special use permit" means a permit for the use of county property issued under K.C.C. chapter 14.30.

NEW SECTION. SECTION 35. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Transportation facilities" means principal, minor and collector arterial roads and state highways, as well as associated sidewalks, bike lanes and other facilities supporting nonmotorized travel.

NEW SECTION. SECTION 36. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Travel shed" means a geographic area within which all development would be likely to use or be affected by traffic on arterials within the travel shed.

NEW SECTION. SECTION 37. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Travel time" means the time it takes a vehicle to travel from one specified point to another.

NEW SECTION. SECTION 38. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Travel time standard" means the level of service standard used to judge the performance of arterial road segments. The level of service standard is identified by ranges of average travel speed by road classification.

NEW SECTION. SECTION 39. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Urban Growth Area" means an area inside the urban growth boundary as defined in the King County Comprehensive Plan.

NEW SECTION. SECTION 40. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Wireless" means transmissions through the airwaves including, but not limited to, infrared line of sight, cellular, microwave or satellite.

NEW SECTION. SECTION 41. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Wireless telecommunications facility" means the capital, equipment and property, including, but not limited to, the poles, pipes, mains, conduits, ducts, pedestals and electronic equipment within the right of way used for the purpose of transmitting, receiving, distributing, providing or offering wireless telecommunications.

NEW SECTION. SECTION 42. There is hereby added to the new chapter created in section 1 of this ordinance a new section to read as follows:

"Wireless telecommunications provider" means every person that owns, controls, operates or manages a wireless minor telecommunication facility within the county right of way for the purpose of offering wireless telecommunication services, meaning the transmission for hire of information in electronic or optical form, including, but not limited to, voice, video or data.

SECTION 43. Ordinance 665, Section 1, as amended, and K.C.C. 14.04.010 are each hereby amended to read as follows:

((~~The county executive has been advised by the director of transportation that the need exists for an official~~)) A. King County operates and maintains an extensive

road((~~/street~~)) system. ((~~This system will show, by maps and/or exhibits, the roads/streets~~))

B. The department of transportation maintains a road system database that identifies the roads for which King County ((~~has responsibility~~)) is responsible. Revisions to the road system database shall be made as soon as practicable after a change to the road system is made. The department shall provide information about the road system on the county's website.

SECTION 44. The following are each hereby repealed:

A. Ordinance 665, Section 2, and K.C.C. 14.04.020;

B. Ordinance 665, Section 3, and K.C.C. 14.04.030;

C. Ordinance 665, Section 4, and K.C.C. 14.04.040;

D. Ordinance 665, Section 5, as amended, and K.C.C. 14.04.050; and

E. Ordinance 665, Section 6, and K.C.C. 14.04.060.

SECTION 45. Ordinance 665, Section 7, and K.C.C. 14.04.070 are each hereby amended to read as follows:

All roads constructed by the Washington ((~~S~~))state Department of ((~~Highways~~)) Transportation in conjunction with((~~,and/~~)) or adjacent to((~~,~~)) an Interstate Highway, State Primary or State Limited Access Highway and used as access, exit, frontage road or service road and covered by a maintenance agreement between the Washington ((~~S~~))state Department of ((~~Highways~~)) Transportation and King County shall be considered a part of the King County road((~~/street~~)) system whether or not the state has relinquished any or all claims.

SECTION 46. The following sections are hereby repealed:

A. Ordinance 665, Section 8, and K.C.C. 14.04.080;

B. Ordinance 665, Section 9, and K.C.C.14.04.090

C. Ordinance 665, Section 10, and K.C.C. 14.04.100;

D. Resolution 9793, Paragraph 1, and K.C.C. 14.32.010;

E. Resolution 9793, Paragraph 2, and K.C.C. 14.32.020;

F. Resolution 9793, Paragraph 3(a) and (b), and K.C.C. 14.32.030;

G. Resolution 9793, Paragraph 3(c), and K.C.C. 14.32.040;

H. Resolution 9793, Paragraph 3(d), and K.C.C. 14.32.050;

I. Resolution 9793, Paragraph 3(e), and K.C.C. 14.32.060;

J. Resolution 9793, Paragraph 3(f), and K.C.C. 14.32.070;

K. Resolution 9793, Paragraph 3(g), and K.C.C. 14.32.080;

L. Resolution 9793, Paragraph 4(a), and K.C.C. 14.32.090;

M. Resolution 9793, Paragraph 4(c), and K.C.C. 14.32.100;

N. Resolution 9793, Paragraph 4(d), and K.C.C. 14.32.110;

O. Resolution 9793, Paragraph 4(e), and K.C.C. 14.32.120;

P. Resolution 9793, Paragraph 4(f), and K.C.C. 14.32.130;

Q. Resolution 9793, Paragraph 5(a), and K.C.C. 14.32.140;

R. Resolution 9793, Paragraph 5(b), and K.C.C. 14.32.150;

S. Resolution 9793, Paragraph 5(c), and K.C.C. 14.32.160;

T. Resolution 9793, Paragraph 5(d), and K.C.C. 14.32.170;

U. Resolution 9793, Paragraph 6(a), and K.C.C. 14.32.180;

V. Resolution 9793, Paragraph 6(b), and K.C.C. 14.32.190;

W. Resolution 9793, Paragraph 7, and K.C.C. 14.32.200;

X. Resolution 9793, Paragraph 9, and K.C.C. 14.32.210;

Y. Resolution 9793, part, as amended, and K.C.C. 14.32.220;

Z. Resolution 9793, Paragraph 10, and K.C.C. 14.32.230; and

AA. Resolution 9793, Paragraph 11, and K.C.C. 14.32.240.

SECTION 47. Resolution 25878 and K.C.C. 14.12.010 are each hereby amended to read as follows:

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

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

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

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

~~D. The county will establish the necessary communications with the school districts to provide the proper notification. The county engineer will initiate road~~

~~closures and unless specified otherwise, closures shall be county-wide.~~)) The county road engineer may prohibit or restrict the use of motor trucks or other vehicles or impose weight limits, or any other restriction necessary whenever a county road may be seriously damaged or destroyed. The county road engineer or designee is authorized to issue limited special use permits for the operation of school buses, emergency vehicles and motor trucks transporting perishable commodities or commodities necessary for the health and welfare of local residents during those conditions. In exercising the authority to impose the restrictions, the county road engineer shall be bound by the standards in RCW 36.75.270 and 46.44.080, 47.48.010 and 47.48.020.

SECTION 48. Resolution 27219 and K.C.C. 14.12.020 are each hereby amended to read as follows:

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

REGULAR WINTER LOAD RESTRICTIONS

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

11.00	4500 lbs.	12-22.5	4500 lbs.
12.00 or over	4500 lbs.	12-24.5 or over	4500 lbs.

B. With the exception of vehicles granted special use permits in K.C.C. 14.12.010, when the King County road engineer determines that emergency load restrictions are reasonably necessary for the preservation of the roads within the county and provided that such emergency restrictions are effectively posted by immediately erecting and maintaining traffic control devices in accordance with chapter 46.90 RCW, WAC 308-330-265 and K.C.C. 46.01.010, the following load restrictions shall apply:

SEVERE EMERGENCY LOAD RESTRICTIONS

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

C. A further load restriction of five tons gross weight on any vehicle may be placed on roads under severe conditions.

D. If traffic control devices have been erected and maintained indicating that emergency load restrictions on a road are in effect, any person violating the emergency load restrictions shall be guilty of a traffic infraction.

SECTION 49. Ordinance 11426, Section 1, and K.C.C. 14.16.010 are each hereby amended to read as follows:

A. The county road engineer may prohibit or limit types or weights of vehicles on county roads or bridges, in accordance with RCW 36.75.270. The county road engineer shall be bound by the standards in RCW 36.75.270.

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

C. Notice of closing of an individual bridge((~~s~~)) to certain classes or weights of vehicles shall be:

((~~A.~~)) 1. Published ((~~in a local paper of general circulation~~)) on King County's web site; and

((~~B.~~)) 2. Posted on signs at each end of ((~~subject~~)) the bridge((~~, on or prior to the date of publication~~)). All signs shall be erected and maintained in accordance with RCW 36.86.040, ((~~RCW~~)) 46.61.450 and ((~~RCW~~)) 47.36.030.

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

E. The list of load limited bridges shall be published in the Annual Bridge Report. The report shall be submitted to the county council during the biennial budget process or the midbiennium review in accordance with K.C.C. 4A.100.010.

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

SECTION 50. Ordinance 11426, Section 3, and K.C.C. 14.16.015 are each hereby amended to read as follows:

The county road engineer or the county road engineer's designee ((~~is authorized to~~)) may issue limited special permits for the safe use of load limited bridges by emergency vehicles and other vehicles exceeding the posted maximum weight.

SECTION 51. Ordinance 5701, Section 3, and K.C.C. 14.16.020 are each hereby amended to read as follows:

Those King County bridges that are posted one legal load are done so ((~~pursuant to~~)) in accordance with the definitions and standards for maximum gross vehicle weight contained in ((~~RCW~~)) chapter 46.44 RCW, ((~~particularly)~~) specifically the vehicle weight table of RCW 46.44.041.

SECTION 52. The following sections are each hereby repealed:

A. Ordinance 5701, Section 4, and K.C.C. 14.16.030;

B. Ordinance 5701, Section 5, as amended, and K.C.C. 14.16.040;

C. Ordinance 16744, Section 2, and K.C.C. 14.16.089; and

D. Ordinance 5701, Section 11, as amended, and K.C.C. 14.16.100.

SECTION 53. Ordinance 5701, Section 18, as amended, and K.C.C. 14.16.170 are each hereby amended to read as follows:

A. The ((~~director of the department of transportation~~)) county road engineer and the county sheriff are authorized to enforce the provisions of this chapter and any rules and regulations promulgated thereunder.

B. Any violation of this chapter is a traffic infraction and subject to a penalty of ((~~$250~~)) two hundred fifty dollars.

SECTION 54. Ordinance 1969, Section 1, as amended, and K.C.C. 14.20.010 are each hereby repealed.

SECTION 55. Ordinance 336, (part), as amended, and K.C.C. 14.20.020 are each hereby amended to read as follows:

The department of transportation ((~~will~~)) shall comply with the Soil Conservation Service Standards, Specifications and Contracting Procedures when working in conjunction with the federal government on a project requiring ((~~such~~)) the compliance.

SECTION 56. The following are each hereby repealed:

A. Resolution 22903 (part), as amended, and K.C.C. 14.24.010; and

B. Resolution 22903 (part), as amended, and K.C.C. 14.24.020;

C. Ordinance 10962, Sections 1 and 6, as amended, and K.C.C. 14.38.010;

D. Ordinance 10962, Sections 2 and 5, as amended, and K.C.C. 14.38.020;

E. Ordinance 14734, Section 3, and K.C.C. 14.38.025;

F. Ordinance 10962, Sections 3 and 4, as amended, and K.C.C. 14.38.030;

G. Ordinance 14734, Section 5, and K.C.C. 14.38.045; and

H. Ordinance 14734, Section 6, and K.C.C. 14.38.055.

SECTION 57. Ordinance 15753, Section 1, as amended, and K.C.C. 14.42.005 are each hereby amended to read as follows:

((~~A.~~)) Chapter 36.75 RCW authorizes the county to perform all acts necessary and proper for the administration of the county roads. County roads shall be established, laid out, constructed, altered, repaired, improved and maintained by the legislative authority of the county or by private individuals or corporations who are allowed to perform such work under an agreement with the county legislative authority. The work and improvements shall be done in accordance with adopted county standards under the supervision and direction of the county road engineer.

((~~B. The purpose of the King County Road Design and Construction Standards ("the standards") is to set forth specific, consistent and acceptable road design and construction elements for developers and other private parties constructing or modifying road or right-of-way facilities that require county licenses or permits and to establish uniform criteria to guide the county's own design and construction of new county roads or reconstruction of existing roads. The standards support the county's goals for achieving affordable housing, providing adequate facilities for development in an efficient manner, complying with storm water management and environmental and cultural resource policies, and balance these goals with the general safety and mobility needs of the traveling public.~~

~~C. The county requires standardization of road design elements when necessary for consistency and to ensure, so far as practicable, that motoring, bicycling, transit,~~

~~equestrian and pedestrian public safety needs are met. Considerations include safety, convenience, pleasant appearance, proper drainage, economical maintenance and cultural and environmental resource protection. The standards also provide requirements for the location and installation of utilities within the right-of-way.~~

~~D. The standards are intended to assist, but not substitute for, competent work by design professionals. The standards are not intended to unreasonably limit any economically maintained innovative or creative efforts or to lower impact development alternatives that could result in equivalent or improved safety, quality and maintainability.~~))

SECTION 58. Ordinance 11187, Section 1, as amended, and K.C.C. 14.42.010 are each hereby amended to read as follows:

A. ((~~"~~))King County Road Standards,((~~" 2007~~)) 2016, incorporated ((~~herein~~)) as Attachment A to ((~~Ordinance 15753~~)) this ordinance, are hereby approved and adopted as the King County standards for road design and construction.

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

SECTION 59. Ordinance 8041, Section 3, as amended, and K.C.C. 14.42.020 are each hereby repealed.

SECTION 60. Ordinance 8041, Section 4, as amended, and K.C.C. 14.42.030 are each hereby amended to read as follows:

A. The standards approved and adopted under K.C.C. 14.42.010 apply prospectively to all newly constructed or modified road and right-of-way facilities, both public and private, within King County. The standards apply to modifications of roadway features or existing facilities that are within the scope of reconstructions, required off-site road improvements for land developments or capital improvement projects when so required by King County or to the extent they are expressly referred to in project plans and specifications. ((~~These~~)) The standards are not intended to apply to resurfacing, restoration((~~,~~)) and rehabilitation projects as those terms are defined in the Washington state Department of Transportation Local Agency Guidelines Manual, as amended. The county road engineer may ((~~in his or her discretion~~)) consider the standards as optional goals for the design and construction of resurfacing, restoration and rehabilitation projects.

B. The standards shall apply to every ((~~new placement and every planned, nonemergency replacement of existing~~)) utility pole((~~s~~)) and other utility structure((~~s~~)) within the King County ((~~right-of-way~~)) right of way.

C. Construction shall be performed in accordance with the standards and with due regard to public safety.

D. Where feasible, flow control BMPs shall be applied as required in the Surface Water Design Manual.

E. The director of the department of transportation is authorized to enforce the provision of this chapter and any rules and regulations under this chapter in accordance with the enforcement and penalty provisions of K.C.C. Title 23.

SECTION 61. Ordinance 8041, Section 5, as amended, and K.C.C. 14.42.040 are each hereby amended to read as follows:

A. Any land development that impacts the service level, safety or operational efficiency of roads serving the land development or that is required by other ordinance to improve the roads shall improve those roads in accordance with ((~~these~~)) the standards approved and adopted under K.C.C. 14.42.010. Offsite roadway improvements shall be based on an assessment of the impacts of the proposed land development by the reviewing agency.

B. Any land development abutting and impacting existing roads shall improve the frontage of those roads in accordance with ((~~these~~)) the standards. The extent of improvements shall be based on an assessment of the impacts of the proposed land development by the reviewing agency.

C. Any land development that contains internal roads shall construct or improve those roadways in accordance with ((~~these~~)) the standards, unless otherwise specified in K.C.C. Title 21A.

D. For commercial developments, ((~~these~~)) the standards shall apply unless otherwise determined by the development review engineer or as specified by K.C.C. Title 21A. ((~~These~~)) The standards shall apply to commercial developments with public or dedicated rights-of-way or easements, unless otherwise determined by the development review engineer.

SECTION 62. Ordinance 8041, Section 6, as amended, and K.C.C. 14.42.050 are each hereby repealed.

SECTION 63. Ordinance 8041, Section 7, as amended, and K.C.C. 14.42.060 are each hereby amended to read as follows:

A. A road variance, approved by the county road engineer, is required for any design or construction deviation from ((~~these~~)) the standards approved and adopted under K.C.C. 14.42.010. Detailed procedures for applicants requesting variances and appealing variance decisions are contained within a public rule that is available from the county road engineer or the reviewing agency.

B. Any variances from ((~~these~~)) the standards may be granted by the county road engineer upon evidence that the variance is in the public interest and that requirements for safety, function, fire protection, transit needs, appearance and maintainability are fully met, based upon sound engineering and technical judgment.

C. Variance requests for subdivisions should be proposed at the preliminary plat stage and prior to any public hearing. All known variances must be approved prior to approval of the engineering plans for construction. It is the responsibility of the county road engineer to interpret the standards. Any anticipated variances from these standards that do not meet K.C.C. Title 17 shall also require concurrence by the fire marshal.

SECTION 64. Ordinance 8041, Section 8, as amended, and K.C.C. 14.42.070 are each hereby repealed.

SECTION 65. Ordinance 15753, Section 10, and K.C.C. 14.42.075 are each hereby amended to read as follows:

At the discretion of the county road engineer or development review engineer, any significant errors or omissions in the approved plans or information used as a basis for the approvals may constitute grounds for withdrawal of the approvals or stoppage of

any or all permitted work, or both. It shall be the responsibility of the applicant, developer or contractor to show cause why the work should continue and to make such changes in plans that may be required by the county road engineer or development review engineer before the plans are reapproved.

SECTION 66. Ordinance 1503, Section 1, as amended, and K.C.C. 14.48.010 are each hereby amended to read as follows:

The director of the department of transportation may identify and designate as snow emergency routes ((~~C~~))certain arterial highways and school bus routes in ((~~King~~)) the ((~~C~~))county((~~, to be identified and so designated by the director of transportation, are declared snow emergency routes~~)). ((~~Such~~)) The snow emergency routes shall be the first roads to be either sanded ((~~and/~~)) or cleared of snow, when weather safely allows.

SECTION 67. Ordinance 1503, Section 2, as amended, and K.C.C. 14.48.020 are each hereby amended to read as follows:

The director of the department of transportation shall ((~~issue a news bulletin to all newspapers of general circulation serving King County,~~)) publish on the road services division website a listing of all ((~~such~~)) snow emergency routes in the ((~~King C~~)) county ((~~R~~))road ((~~S~~))system. ((~~Such~~)) The listing of snow emergency routes shall be ((~~prepared and a news bulletin issued within two weeks of January 29, 1973, and thereafter annually, prior to~~)) published before the second Monday in November in order to assist schools, emergency responders and others during inclement weather.

SECTION 68. Ordinance 1503, Section 3, as amended, and K.C.C. 14.48.030 are each hereby repealed.

SECTION 69. Ordinance1503, Section 4, as amended, and K.C.C. 14.48.040 are each hereby amended to read as follows:

The director of the department of transportation or the director's designee shall coordinate ((~~King County~~)) snow removal activities with federal, state, county and local jurisdictions located within or adjacent to King County for the purpose of continuity in clearing snow emergency routes.

SECTION 70. Ordinance 3027, Section 1, and K.C.C. 14.52.010 are each hereby repealed.

SECTION 71. Ordinance 3027, Section 2, as amended, and K.C.C. 14.52.020 are each hereby amended to read as follows:

A. Whenever a portion of any ((~~street or~~)) county road((~~, including any boulevard, avenue, lane or place,~~)) is improved by a sidewalk ((~~thereon,~~)) and the sidewalk ((~~shall have~~)) has become unfit or unsafe for public travel, the department of transportation may determine that the repair of that portion of sidewalk is necessary for the public safety and convenience.

B. If the department ((~~does so find~~)) makes that determination, the duty, burden and expense of repair shall be the responsibility of the abutting property owner((~~; provided~~)), except that the abutting property owner shall not be charged with any costs of repair in excess of twenty-five percent of the valuation of the abutting property, exclusive of improvements.

C. Whenever the department has determined that a segment of a sidewalk has become unfit or unsafe for public travel, the county road engineer shall serve a notice on the owner of the abutting property, instructing the owner to repair the sidewalk segment

in accordance with a right-of-way use permit and standard plans and specifications that shall be attached to the permit. The notice may be delivered in person to the property owner, to the resident of the property or by mail to the last known address of the owner. If the owner is unknown, a copy of the notice shall be posted in a conspicuous place on the portion of the road where the improvements are to be made. The notice shall provide information regarding the application process for the required right-of-way use permit and specify a reasonable time for the repair or reconstruction of the sidewalk segment and shall also state that in the event the repair or reconstruction is not completed within the time specified, the department will proceed to have the repair or reconstruction completed.

D. The owner may administratively appeal the notice by submitting the notice, reasons for appealing, and additional supporting justification to the director of the department of transportation within thirty days of the issuance of the notice. The director shall issue a decision on the appeal within thirty days of receiving the appeal of the notice. The director may concur with the notice, concur with the notice with revisions or overturn the notice. In cases where the review of appeal requires extensive staff review, the director may extend the review period for another ten days. The director's decision shall be final. Further administrative appeal is not available.

E. If the department repairs or reconstructs the sidewalk segment as a result of the owner’s refusal to carry out the work and following completion of the repair or reconstruction, the director shall assess the cost for the repair or reconstruction against the abutting property owner, which shall become a lien against the property if not paid.

SECTION 72. Ordinance 3027, Section 3, and K.C.C. 14.52.030 are each hereby repealed.

SECTION 73. Ordinance 32027, Section 4, and K.C.C. 14.52.040 are each hereby amended to read as follows:

A. Maintenance of planting strips including trees, shrubbery, grass or other ground cover shall be the responsibility of the abutting property owner.

B.1. The abutting property owner shall not allow trees, shrubbery, grass or other ground cover to grow into the ten-foot area adjacent to the edge of any county road that lacks adequate curbing and shall not place or allow objects in the ten-foot area adjacent to the edge of any county road that lacks adequate curbing.

2. The abutting property owner shall not allow trees, shrubbery, grass or other ground cover on the owner's property to block adequate entering sight distance as set forth in Section 2.13 of the road standards or block the visibility of county road signs and signals.

((~~Should~~)) C. If the director of the department of transportation finds that ((~~such~~)) the property abutting a county road is not being properly maintained as set forth in subsection B. of this section, a notice shall be ((~~forwarded~~)) sent to the property owner as provided in K.C.C. ((~~14.52.030~~)) 14.52.020, specifying a reasonable time within which ((~~such~~)) the maintenance shall be accomplished.

D. If the owner fails to ((~~proceed~~)) carry out the maintenance within the period in the notice, the department of transportation ((~~will~~)) shall have the maintenance performed((~~,~~)) and the cost ((~~will~~)) shall be assessed against the property owner as provided in K.C.C. ((~~14.52.030~~)) 14.52.020.

SECTION 74. The following are each hereby repealed:

A. Ordinance 3027, Section 5, as amended, and K.C.C. 14.52.050; and

B. Ordinance 3027, Section 6, and K.C.C. 14.52.060.

SECTION 75. Ordinance 3027, Section 7, and K.C.C. 14.52.070 are each hereby amended to read as follows:

A ((~~R~~))resident((~~s~~)) whose property is substantially higher or lower in elevation than the ((~~street~~)) road and who does not have ((~~street~~)) road access from one or more sides of ((~~their~~)) the resident's property may apply for an exemption from ((~~the provisions of Sections~~)) K.C.C. 14.52.040 ((~~and 14.52.050 of this chapter~~)). Exemptions may be granted by the county engineer based upon standards ((~~which~~) that shall be established by the department of transportation.

SECTION 76. The following are each hereby repealed:

A. Ordinance 11617, Section 3, as amended, and K.C.C. 14.65.010;

B. Ordinance 11617, Section 4, as amended, and K.C.C. 14.65.020;

C. Ordinance 11617, Section 64, as amended, and K.C.C. 14.65.025;

D. Ordinance 11617, Section 5, as amended, and K.C.C. 14.65.030;

E. Ordinance 11617, Section 6, as amended, and K.C.C. 14.65.040;

F. Ordinance 16744, Section 1, and K.C.C. 14.65.055;

G. Ordinance 11617, Section 35, and K.C.C. 14.75.010;

H. Ordinance 11617, Sections 36 through 41, and K.C.C. 14.75.020;

L. Ordinance 11617, Section 42, and K.C.C. 14.75.030;

J. Ordinance 11617, Section 43 and Attachment B, as amended, and K.C.C. 14.75.040;

K. Ordinance 11617, Section 44, as amended, and K.C.C. 14.75.050;

L. Ordinance 11617, Section 45, and K.C.C. 14.75.060;

M. Ordinance 11617, Section 46, as amended, and K.C.C. 14.75.070;

N. Ordinance 17190, Section 5, as amended, and K.C.C. 14.75.075;

O. Ordinance 11617, Section 47, as amended, and K.C.C. 14.75.080;

P. Ordinance 11617, Section 48, as amended, and K.C.C. 14.75.090;

Q. Ordinance 11617, Section 49, as amended, and K.C.C. 14.75.100;

R. Ordinance 11617, Section 50, as amended, and K.C.C. 14.75.110;

S. Ordinance 11617, Section 51, and K.C.C. 14.75.120;

T. Ordinance 11617, Section 52, and K.C.C. 14.75.130;

U. Ordinance 11617, Section 53, and K.C.C. 14.75.140;

V. Ordinance 11617, Section 54, as amended, and K.C.C. 14.75.150; and

W. Ordinance 11617, Section 55, and K.C.C. 14.75.160.

SECTION 77. Ordinance 11617, Section 57, and K.C.C. 14.80.010 are each hereby amended to read as follows:

A. This chapter is enacted ((~~pursuant to~~)) in accordance with the ((~~S~~))state Environmental Policy Act, K.C.C. chapter 20.44, ((~~and RCW~~)) chapter 58.17 ((~~and~~)), the King County Charter as a home rule county((~~,~~)) and Article 11, ((~~§~~)) Section 11 of the Washington ((~~S~~))state Constitution.

B. The purpose of this chapter is to:

1. Assure adequate levels of service, safety((~~,~~)) and operating efficiency on the King County road system, at intersections serving and directly impacted by proposed new development;

2. Establish standards for intersection operation and define the relationship between new developments on road intersection function;

3. Identify development conditions to assure intersection capacity, safety and operational efficiency; and

4. Require that owners of new developments pay the proportionate costs of required intersection improvements.

SECTION 78. Ordinance 11617, Sections 58 and 59, and K.C.C. 14.80.020 are each hereby repealed.

SECTION 79. Ordinance 11617, Section 60, and K.C.C. 14.80.030 are each hereby amended to read as follows:

A. For the purposes of ((~~SEPA~~)) the state Environmental Policy Act and this ((~~chapter~~)) section, a significant adverse impact is defined as any traffic condition directly caused by proposed development that would reasonably result in one or more of the following conditions at the time any part of the development is completed and able to generate traffic:

((~~A.~~)) 1. A roadway intersection that provides access to a proposed development, and that will function at a level of service worse than "E", and that will carry thirty (30) or more added vehicles in any one hour period as a direct impact of the proposed development, and that will be impacted by at least twenty (20) percent of the new traffic generated from the proposed development in that same one hour period; or

((~~B.~~)) 2. A roadway intersection or approach lane where the director of the department of transportation determines that a hazard to safety could reasonably result.

B. The intersection standard for all intersections shall be "E" and calculated according to the Highway Capacity Manual or alternative method approved by the department of transportation.

SECTION 80. Ordinance 11617, Section 61, and K.C.C. 14.80.040 are each hereby amended to read as follows:

A. Based on the identification of ((~~I~~))intersection ((~~S~~))standards being exceeded using analytical techniques and information acceptable to the director of the department of transportation, the owner of a proposed development shall be required to provide improvements ((~~which~~)) that bring the intersection into compliance with ((~~IS~~)) intersection standards, or that return ((~~it~~)) the intersection to its ((~~pre-project~~)) preproject condition, as may be required by the director. Approval to construct the proposed development shall not be granted until the owner has agreed to build or pay fair and equitable costs to build the improvements required by the director within the time schedule set by the director.

B. At the discretion of the director, and based on technical information regarding traffic conditions and expected traffic impacts, the county may require that the owner of a proposed development pay the full costs of required ((~~IS~~)) intersection standards improvements required under this title.

C. Administrative fees shall not be charged for intersection standards review, but the owner of a proposed development is responsible for the costs of any traffic study needed to determine traffic impacts and mitigation measures at intersections, as determined by the director.

SECTION 81. Ordinance 11617, Section 62, and K.C.C. 14.80.050 are each hereby amended to read as follows:

A. Nothing in this section shall prevent the county from entering into agreements with the ((~~WSDOT~~)) Washington state Department of Transportation or other local jurisdictions for the collection of fees and the mitigation of traffic on state highways or city arterials that may be caused by developments proposed in King County. The level of service standards used in such agreements shall be those of the county, the ((~~WSDOT,~~)) Washington state Department of Transportation or the local jurisdiction, or some combination of them, as provided in the agreement.

B. Nothing in this section shall prevent the continuation, modification((~~,~~)) or fulfillment of existing county agreements with the ((~~WSDOT~~)) Washington state Department of Transportation and local jurisdictions that were in force ((~~at~~)) January 9, 1995.

SECTION 82. Ordinance 11617, Section 63, and K.C.C. 14.80.060 are each hereby amended to read as follows:

The procedures ((~~set forth~~)) in this chapter do not limit the authority of King County to deny or to approve with conditions the following:

A. Any zone reclassification request, based on its expected traffic impacts;

B. Any proposed development or zone reclassification if ((~~King County~~)) the department of transportation determines that a hazard to safety would result from its direct traffic impacts without roadway or intersection improvements, regardless of level of service standards; or

C. Any proposed development reviewed under the authority of the Washington ((~~S~~))state Environmental Policy Act.

SECTION 83. Ordinance 13019, Section 1 (part), and K.C.C. 14.85.010 are each hereby amended to read as follows:

((~~The King County council~~)) A. There is hereby ((~~establishes~~)) established a fee relating to the regional vactor waste disposal plan. Effective January 1, 1998, all non((-))road services division entities using county-operated liquid and solid vactor waste disposal facilities shall pay the ((~~service~~)) fee((~~s~~)) ((~~set forth~~)) in ((~~the following schedule~~)) this section and K.C.C. 14.85.020, as recodified by this ordinance.

B. The fee shall be collected by the department of transportation roads services division, which shall establish a procedure for collecting and depositing the fee in the roads operating fund in accordance with RCW 43.09.220.

SECTION 84. K.C.C. 14.85.020 is recodified as a new section in K.C.C. chapter 4A.700.

SECTION 85. Ordinance 13019, Section 1 (part), as amended, and K.C.C. 14.85.020 are each hereby amended to read as follows:

Disposal fees for the use of county-operated regional stormwater decant facilities((~~,~~)) imposed under K.C.C. 14.85.010((~~,~~)) shall be eighty-one dollars per entry for liquids and fifty-nine dollars per ton for solid vactor waste material.

SECTION 86. The following are each hereby repealed:

A. Ordinance 13019, Section 1 (part), and K.C.C. 14.85.030; and

B. Ordinance 13019, Section 1 (part), and K.C.C. 14.85.040.

SECTION 87. Ordinance 129, Section 1, as amended, and K.C.C. 14.40.010 are each hereby amended to read as follows:

((~~Petitions for the vacation of county roads may be granted by the council in accordance with the provisions of RCW Chapter 36.87 as amended by Chapter 185, Laws of 1969 First Extraordinary Session, except as provided herein, and King County shall receive compensation as provided for in this chapter.~~)) A. Proposed vacation of a county right of way may be initiated:

1. By the council which by motion may direct the county road engineer to prepare an ordinance regarding a proposed vacation;

2. By the executive, who shall transmit to the council an ordinance for the council's consideration at the request of the director of the road services division of the department of transportation; or

3. By a petition for vacation of a county right of way filed with the clerk of the council.

B. The council may vacate a right of way in accordance with chapter 36.87 RCW.

NEW SECTION. SECTION 88. There is hereby added to K.C.C. chapter 14.40 a new section to read as follows:

A. Property owners of the majority of the frontage on any county right of way or portion of the right of way they seek to vacate may petition the council to vacate and abandon the right of way or portion of the right of way by submitting a vacation petition to the clerk of the council.

B. The petition must include the name, address and land owned for each petitioner and set forth that the right of way is useless as part of the county road system and that the public will be benefited by its vacation. A county right of way may be considered useless if it is not necessary to serve an essential role in the public road network or if it would better serve the public interest in private ownership.

C. The petition must be signed by owners of a majority of the lineal footage of the right of way the petition seeks to vacate.

D. The petition shall be accompanied by:

1. Payment of the fee in the amount specified in Section 3 of this ordinance; and

2. A legal description of the right of way proposed to be vacated and of the property owned by each petitioner, including the square footage of the area of vacation and a drawing prepared by a surveyor licensed by the state of Washington, for both the area of right of way proposed to be vacated and the property adjacent to the proposed vacation owned by each petitioner.

E. After receipt of a petition and any payment of the fee, the clerk of the council shall transmit the petition to the county road engineer who shall evaluate the proposed vacation.

<u>NEW SECTION. SECTION 89.</u> There is hereby added to K.C.C. chapter 14.40 a new section to read as follows:

A. Upon receipt of a petition, the county road engineer shall determine whether owners of the majority of the lineal footage of the frontage of the right of way proposed for vacation have signed the petition. If the county road engineer determines the signatories of the petition own less than the majority of the lineal footage of the frontage

of the right of way proposed for vacation, the county road engineer shall notify the persons who signed the petition that the petition does not have sufficient signatories and allow them to add additional frontage owners to the petition. Failure of the petition to include the signature of a majority the owners of the lineal footage of the frontage of the right of way proposed for vacation is grounds for the county road engineer to reject the petition. In that event, no further action will be taken on the petition and the county road engineer shall inform the petitioners of the rejection.

B. Upon determining that the petition is valid, the county road engineer shall prepare a report that complies with the requirements in RCW 36.87.040, including the county road engineer's recommendation whether the right of way should be vacated. The report should contain:

1. Whether the county right of way should be vacated and abandoned;

2. Whether the county right of way is in use or has been in use;

3. The condition of the right of way;

4. Whether it is advisable to preserve all or a portion of the right of way for the county transportation system of the future;

5. Whether the public will be benefited by the vacation of the county right of way;

6. Compensation as set forth in K.C.C. 14.40.060 and RCW 36.87.120;

7.a. Whether the proposed county right of way to be vacated serves as access to property abutting the county right of way that is the subject of the vacation request; and

b. a recommendation for requiring access easements for all abutting properties as a condition of granting the vacation;

8.a. Whether the proposed county right of way to be vacated contains utilities; and

b. a recommendation for retaining an easement in respect to the vacated right of way for the construction, repair and maintenance of public utilities and services that are authorized at the time the ordinance is adopted or are physically located on a portion of the right of way being vacated;

9. Other matters that may be of interest, including any fees charged under K.C.C. 14.40.030; and

10. Whether the proposed area to be vacated abuts a body of salt or fresh water as set forth in RCW 36.87.130.

C. The county road engineer should transmit a title-only ordinance to the council.

NEW SECTION. SECTION 90. There is hereby added to K.C.C. chapter 14.40 a new section to read as follows:

A. Vacation petitioners shall pay an administrative fee as set forth in section 5 of this ordinance at the time the petition is filed.

B. In addition to the administrative fee required in subsection A. of this section, the county road engineer may charge a petitioner a fee for additional costs associated with the processing, investigation, determination of value or proceedings pertaining to the petition. A petitioner or petitioners shall be notified in advance of any additional fees charged by the county road engineer. No fee shall be returned to the petitioner.

C. The director of the road services division has the discretion to waive all or a portion of any additional fee assessed under subsection B of this section and required by

this chapter. The waiver must be in writing and shall state a compelling need or public purpose that is served by the waiver.

NEW SECTION. SECTION 91. There is hereby added to K.C.C. chapter 4A.700 a new section to read as follows:

The fee that vacation petitioners shall pay under section 90.A. of this ordinance is two-hundred dollars, plus any additional fees determined under section 90.B. of this ordinance. All or a portion of the fees may be waived as provided under section 90.C. of this ordinance.

SECTION 92. Ordinance 129, Section 1 (part), as amended, and K.C.C. 14.40.015 are each hereby amended to read as follows:

A. The office of the hearing examiner shall hold a public hearing((~~s on vacations which have been recommended for approval by the department of transportation, and provide a recommendation to the council, as prescribed by RCW 36.87.060.~~)) to consider the report of the county road engineer and to take testimony and evidence relating to the proposed vacation. The hearing examiner shall prepare a record of the proceedings and a recommendation to the council concerning the proposed vacation pursuant to K.C.C. 20.22.060 and 20.22.220 and shall recommend the amount of compensation, if any.

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

~~1. The department of transportation shall transmit written notification to the petitioner, citing the rationale for the denial and indicating that the denial may be appealed to the office of the hearing examiner for hearing and recommendation to the~~

~~council. The department of transportation shall file a copy of the notice of denial with the council clerk's office.~~

~~2. The notice of denial shall be final unless the petitioner files an appeal in accordance with K.C.C. 20.22.080.~~

~~3. Any appeal filed by a petitioner shall be processed by the office of the hearing examiner in the same manner as vacations recommended for approval.~~)) Notice of hearing upon the report for vacation and abandonment of a county right of way shall be published at least once a week for two consecutive weeks preceding the date fixed for the hearing, in the official county newspaper. A copy of the notice shall be posted for at least twenty days preceding the date fixed for hearing at each termini of the county right of way or portion of a right of way proposed to be vacated or abandoned. A copy of the notice shall also be provided to petitioners.

C. At least fourteen days before the hearing to consider the proposed vacation, the county road engineer shall send to the hearing examiner and to all parties and interested persons the report set out in section 89 of this ordinance.

D. Upon conclusion of the hearing, the hearing examiner shall transmit to the council the county road engineer's report and the hearing examiner's recommendations relating to the petition. .

SECTION 93. Ordinance 2759, Section 2, as amended, and K.C.C. 14.40.020 are each hereby amended to read as follows:

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

~~A. Vacation of all county roads included in Classes A, B and C, if granted, shall require compensation at the full appraised value of the vacated road for Class A vacations; at seventy-five percent of the full appraised value for Class B vacations; and at fifty percent of full appraised value for class C vacations as of the effective date of the vacation, which amount, for the purposes of this chapter, may be determined from the records of the department of assessments; however, the zoning and subdivision examiner may propose and the council shall have the authority to accept real property of equal or greater value in lieu of cash compensation. The council shall have the authority to waive some or all of the compensation, except two hundred dollars administrative costs for processing the vacation of a county road, where the petitioner is providing an alternative road to the county of equal or greater value and said alternative will fulfill the public purposes of the previous transportation circulation plan.~~

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

~~C. In the recommendation to the council pursuant to K.C.C. 20.22.060, the hearing examiner may recommend the acceptance of real property of equal or greater value in lieu of cash compensation, or may recommend the waiver of some or all of the compensation required by this section.~~

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

~~E. The council may waive some or all of the compensation for any classification of road, if it determines that it would benefit King County to do so.~~)) A.1. Compensation may be required as a condition for the vacation of a county right of way. Compensation may take into consideration the assessed land value of parcels adjacent to the county right of way subject to the vacation request, in addition to any value provided to the county by the factors listed in RCW 36.87.120.

2. The compensation determined to be paid shall be a condition precedent to the vacation of any county road and shall be paid to King County by petitioner within ninety days of receipt of the request for compensation prepared in accordance with this chapter.

B. The county road engineer or the hearing examiner may propose and the council may accept real property of equal or greater value in lieu of cash compensation.

C. Payment shall be made to the King County treasurer and shall be credited to the county road operating fund.

D. Upon meeting the terms and conditions included in the ordinance granting vacation, the county right of way or portion of the right of way shall be considered vacated.

SECTION 94. The following are each hereby repealed:

A. Ordinance 129, Section 3, as amended, and K.C.C. 14.40.030;

B. Ordinance 129, Section 4, as amended, and K.C.C. 14.40.040;

C. Ordinance 129, Section 5, as amended, and K.C.C. 14.40.050; and

D. Ordinance 2759, Section 1, and K.C.C. 14.40.060.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

J. Joseph McDermott, Chair

ATTEST:

_____

Melani Pedroza, Acting Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Dow Constantine, County Executive

Attachments: A. 2016 Road Design and Construction Standards

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2016
ROAD DESIGN AND CONSTRUCTION STANDARDS

King County
Department of Transportation
Road Services Division

Richard A. Brater, P.E.
County Road Engineer

Harold S. Taniguchi, Department Director
Brenda Bauer, Division Director

King County

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For more information
Please call **King County Road Services Division** at 206-477-3601
Or visit our Web site at **http://kingcounty.gov/depts/transportation/roads.aspx**

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KING COUNTY ROAD DESIGN AND CONSTRUCTION STANDARDS

PURPOSE

King County has adopted these road design and construction standards primarily for a two-fold purpose:

1. To set forth specific, consistent and acceptable road design and construction elements for developers and other private parties constructing or modifying road or right-of-way facilities which require county licenses or permits;

2. To establish uniform criteria to guide the county own design and construction of new county roads or reconstruction of existing roads.

In addition, the Standards are intended to ensure adequate facilities are available to support development. Finally, the Standards are drafted in consideration of King County's policies related to affordable housing, stormwater management, and environmental and cultural resources, and are balanced with the general safety and mobility needs of the traveling public.

The county requires standardization of road design elements to provide, where practical, that motoring, bicycling, transit, equestrian, and pedestrian public safety needs are met. In addition to safety, standards contribute to proper drainage, economical maintenance, and cultural and environmental resource protection. These Standards include specifications for the location and installation of utilities within the right-of-way.

The county's permitting and licensing activities require the adoption of specific identifiable standards to guide private individuals and entities. When right-of-way improvements are proposed within maintained, unmaintained or unopened rights-of-way they must satisfy the requirements of these Standards.

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

CHAPTER 1. GENERAL CONSIDERATIONS

1.01 Shortened Designation

These King County Road Design and Construction Standards will be cited routinely in the text as the "Standards."

1.02 Applicability

These Standards shall apply prospectively to all newly constructed road and right-of-way facilities, both public and private, within King County. In the event of conflict with the Surface Water Design Manual, improvements within the roadway right-of-way shall meet the requirements of these Standards.

The Standards apply to any county road right-of-way that is improved or used for access or other purposes. Additionally, they shall apply to modifications of roadway features or existing facilities which are within the scope of reconstruction, widening, required off-site road improvements for land developments, or capital improvement projects when so required by King County or to the extent they are expressly referred to in project plans and specifications. These Standards are not intended to apply to "resurfacing, restoration, and rehabilitation" projects, also known as 3R projects, as those terms are defined in the Washington State Department of Transportation (WSDOT) Local Agency Guidelines Manual (LAG), as amended; however, the County Road Engineer may at his/her discretion consider the Standards as optional goals for the design and construction of 3R projects.

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

1.03 Severability

If any part of these Standards as adopted by ordinance is found invalid, all other parts shall remain in effect.

1.04 Authority and Duties of Inspectors

The County Road Engineer may designate inspectors to inspect all materials used and all work performed. Such inspection may extend to any or all parts of the work and to the preparation and/or manufacture of the materials to be used. The inspector will not be authorized to revise, alter, or relax the provisions of these Standards.

All roadway and drainage infrastructures must be inspected. Subgrade inspection will not commence until density tests confirm that the compaction is in accordance with the specifications. The inspector has the authority to reject defective material and suspend work that is being done improperly. The inspector may advise the applicant or contractor of any faulty work or materials; however, failure of the inspector to advise

the applicant or contractor does not constitute acceptance or approval. The inspector has the authority to require revisions to approved engineering plans when necessary due to conflicting field conditions.

1.05 Responsibility to Provide Roadway Improvements

A. Any land development, which will impact the service level, safety, or operational efficiency of roads serving such land development or is required by other county code or ordinance to improve such roads, shall improve those roads in accordance with these Standards. Off-site roadway improvements shall be based on an assessment of the impacts of the proposed land development by the Reviewing Agency.

B. Any land development abutting and impacting existing roads shall improve the frontage of those roads in accordance with these Standards. The extent of improvements shall be based on an assessment of the impacts of the proposed land development by the Reviewing Agency.

C. Any land development that contains internal roads shall construct or improve those roadways in accordance with these Standards, unless otherwise specified in King County Code Title 21A.

D. For commercial developments, these Standards shall apply unless otherwise determined by the Development Engineer and/or as specified by King County Code Title 21A. These Standards shall apply to commercial developments with public/dedicated rights-of-way or easements, unless otherwise determined by the Development Engineer.

E. For a commercial establishment on a shoulder and ditch type road, where development of adjoining lands and highway traffic assume urban characteristics as determined by the Development Engineer, the frontage shall be finished with curb, gutter, and sidewalk, with pipe drainage, all in accordance with these Standards. Alternatively, the Development Engineer may require the entire frontage area to be graded and paved to the right-of-way line with asphalt. In such cases, surface drainage shall be intercepted and carried in a closed system as set forth in Chapter 7. Access shall be limited by means of concrete curbing.

F. Subdivisions, short subdivisions, binding site plans or any other developments that are subject to recording shall not be recorded until there is a recorded continuous public maintained access, or an access that is covered by a maintenance financial guarantee to the development site, except as provided for in Section 2.06. Additionally, the county will not accept a road or the drainage improvements within the road rights-of-way for maintenance until the road is directly connected to a county maintained or an acceptable publicly maintained road. This requirement also applies to public roadways located within a commercial development and those public roadways created through the binding site plan process and any other permit process.

G. All new and reconstructed road and development projects shall provide applicable pedestrian, bicycle, and equestrian improvements that meet the Standards, unless otherwise approved by the County Road Engineer.

1.06 General References

The Standards are intended to be consistent with:

A. Home Rule Charter for King County, approved by the electorate on November 5, 1968; specifically subsection 920.20.10.

B. King County Code, as amended, including:

Title 9, Surface Water Management
Title 14, Roads and Bridges
Title 16, Building and Construction Standards
Title 17, Fire Code
Title 19A, Subdivisions
Title 20, Planning
Title 21A, Zoning
Title 27A, Financial Guarantees
Titles 46 and 47, Traffic

C. Implementing guidelines prepared by King County Department of Natural Resources, and hereafter referred to as the "Surface Water Design Manual."

D. King County Comprehensive Plan, current edition.

E. Affordable Housing Policy Plan, current edition.

F. King County Regional Trails Plan, current edition.

G. King County Nonmotorized Transportation Plan, current edition.

H. King County Transportation Needs Report, current edition

I. King County Capital Improvement Program, current edition.

J. King County Parks and Open Space Plan, current edition.

K. King County Adopted Basin Plans, current edition.

L. King County Flood Hazard Plan, current edition.

M. Americans with Disabilities Act (ADA).

1.07 WSDOT/APWA Documents as Primary Design and Construction References

Except where these Standards provide otherwise, the design detail, construction workmanship, and materials shall be in accordance with the following publications:

A. WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction, as adopted by King County, current edition as amended. These will be referred to as the "WSDOT/APWA Standard Specifications."

B. The WSDOT/APWA Standard Plans for Road and Bridge Construction, to be referred to as the "WSDOT/APWA Standard Plans," current edition as amended.

C. WSDOT Design Manual, current edition as amended.

D. City and County Design Standards for the Construction of Urban and Rural Arterial and Collector Roads, adopted in accordance with RCW 35.78.040 and RCW 43.32.020, current edition as amended.

1.08 Other Specifications and Guidelines

The following specifications and guidelines shall be applicable when pertinent, when specifically cited in the Standards, when required as a development condition, or when required by state or federal funding authority.

A. Local Agency Guidelines, WSDOT, current edition.

B. Guidelines for Urban Arterial Program, WSDOT, current edition.

C. Design criteria of federal agencies including the Federal Housing Administration, Department of Housing and Urban Development and the Federal Highway Administration, Department of Transportation.

D. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO), current edition, as amended and approved by the WSDOT.

E. Standard Specifications for Highway Bridges, adopted by AASHTO, current edition.

F. FHWA Manual on Uniform Traffic Control Devices, (MUTCD), current editions, as amended and approved by WSDOT.

G. Guide for the Development of Bicycle Facilities, adopted by AASHTO, current edition.

H. American Society for Testing and Materials (ASTM).

I. Metro Transportation Facility Design Guidelines, current edition.

J. Roundabouts: An Informational Guide, FHWA, current edition.

K. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, current edition.

L. Section 106 of the National Historic Preservation Act (49U.S.C. 470) and 36, CFR 800, as amended.

M. Section 4(f) of the Department of Transportation, as amended.

N. Washington State High Occupancy Vehicle (HOV) Policy

O. FHWA Guidance on HOV Lanes

1.09 Cultural Resources

All impacts to any significant cultural resources shall be avoided where and whenever possible, King County Code 20.62. To maximize the opportunities to plan for avoidance, significant cultural resources within or adjacent to a road or development project shall be identified as early in the planning process as possible. At a minimum the following shall apply:

A. The applicant shall commence early consultation with the King County Historic Preservation Program office and the affected federally recognized tribe(s) as soon as possible in an effort to identify significant cultural resources in the planning stages.

B. For certain categories of cultural resources, including Historic Landscapes and Districts, and Heritage Corridors and Scenic Byways, the installation or replacement of barrier systems, lighting, and signage shall be done in consultation with the Historic Preservation Program office, who may condition materials or placement.

C. No project shall be permitted in or adjacent to designated King County Landmarks, until and unless the King County Historic Preservation Program office has issued a Certificate of Appropriateness.

D. For projects in and adjacent to archaeological sites, consultation with the Washington State Department of Archaeology and Historic Preservation is also required (RCW 27.53).

1.10 Scenic Byways

RCW 47.39.075 states that local, regional, or other governmental bodies shall develop a corridor management plan for nominated routes that are under their jurisdiction. State of Washington designated Scenic Byways located in King County include but are not limited to:

1. The Cascade Loop (which includes portions of SR-2)
2. The Mountains to Sound Greenway (I-90)
3. The Stevens Pass Greenway (SR-2)
4. The Cascade Valleys Heritage Corridor (SR-202)
5. The Mather Memorial Parkway/Chinook Scenic Byway (SR-410)

In addition to these state designated byways, King County may designate local scenic byways and heritage corridors.

1.11 Heritage Corridors

King County has designated nine roads in the Unincorporated Area as Heritage Corridors. They are listed below:

1. Cedarhurst Road/Westside Highway (Vashon)
2. Dockton Road (Vashon/Maury)
3. Green Valley Road
4. Issaquah-Fall City Road
5. Old Cascade Scenic Highway
6. Osceola Loop
7. Old Sunset Highway (with the US Forest Service)
8. West Snoqualmie River Road
9. West Snoqualmie Valley Road/Carnation Farm Road

Eight of the nine Heritage Corridors are designated as King County Community Landmarks (all except for the Old Sunset Highway)

These road standards apply to all of the Heritage Corridors; however consideration will be given to preservation of the defining characteristics of Heritage Corridors. The goal of preserving defining characteristics may not preclude road improvements and shall not result in a significant compromise of safety as determined by the County Road Engineer. Any variance from these road standards will require approval of the County Road Engineer.

1.12 Engineering Plans, Final Corrected Plans, and Final Plat Plans

A. Engineering Plans: Engineering plans for private development proposals shall be prepared and submitted to the Reviewing Agency. At a minimum the plans shall meet the following:

1. A professional engineer licensed in the state of Washington shall prepare the engineering plans. The plans must be reviewed and approved by the Reviewing Agency prior to beginning construction.

2. The plans must be signed and stamped by the responsible professional engineer prior to submittal to the Reviewing Agency.

3. The plans shall be 24”x 36” or 22”x 34” sheet size, dark line on light background. The sheets shall be good quality reproducible ink on mylar or equivalent. Engineer scale shall be required.

4. At a minimum, the plans title block shall include the project name and number, applicant’s/developer’s name, and the name, address, seal, date and signature of the responsible professional engineer.

5. All topographic features within and adjacent to proposed improvements and within sufficient area to assess impacts of slopes, drainage, access, future extensions, etc. shall be incorporated into the plans.

6. All existing and proposed public and private utilities, including water and sewer, telephone, power, gas, cable, and any other utilities within the project area shall be shown on the plans.

7. Delineate existing and proposed drainage facilities such as culverts, catch basins, ditches, etc., indicate direction of flow, size, type of pipe, invert and rim elevations.

8. Identification of adjacent roads, neighborhoods, addresses or any other information to facilitate locations and future reference.

9. Profile drawings shall have a horizontal scale of not more than 50 feet to the inch or a vertical scale of not more than 10 feet to the inch. Plan views shall be of a corresponding horizontal scale.

10. The vertical and horizontal survey controls shall meet the requirements of KCC 19A.08.130.

11. The plans shall clearly identify all existing and proposed improvements, such as the right-of-way and/or easement lines, the roadway, sidewalks, shoulders,

utilities, drainage facilities, rock facings, retaining walls and driveways. Existing and proposed driveway cross sections are required.

12. Curb return elevations at a minimum shall be shown at quarter points at all intersections to verify drainage and to facilitate a smooth transition.

13. Roadway profiles shall include existing and proposed centerline elevations at 50-foot stations or less; centerline grades and vertical curves, including stations and elevations at PVC's, PVI's, and PVT's. When existing or proposed roadway includes superelevation, a superelevation diagram shall be included.

14. Detail drawing shall contain adequate dimensions, sections, views, notes, and call outs to construct the structure, or permit preparation of detailed shop drawings by the fabricator when necessary. Use of very light gray shading and very light hatching is acceptable, provided they do not obscure data and other pertinent information at full and reduced scale.

15. Channelization plans for intersections shall be provided at a 1"= 20' scale.

16. Channelization plans for connecting roadways may be 1"= 40' scale.

17. The plans must include existing and proposed monuments. The roadway centerline, easements, and other pertinent data will be referenced to existing monuments.

18. When applicable, the plans shall incorporate the engineering plan requirements of the county's Surface Water Design Manual.

19. The County Road Engineer or Development Engineer may require additional plan elements in addition to those cited above.

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

1. No more than 2,000 square feet will be cleared and graded within the right-of-way or easement; and
2. The existing grade or slope in the road right-of-way or easement does not exceed 8 percent; and
3. The work will not intercept a stream, wetland, or sensitive area buffer, or otherwise impact sensitive areas and natural surface drainage as set forth in King County Code Title 21A and the Surface Water Design Manual; and
4. Plans do not include a retention/detention facility; and
5. The work is required of a short plat development, or a right-of-way use permit and involves less than 100 lineal feet of existing public road improvement; and
6. King County standard drawings, submitted with required permits, are sufficient to describe the improvement to be constructed.

C. Record Plans/Final Corrected Plans: Plan sheets are subject to a physical test that includes wet/dry erasers.

1. Final corrected plans for archiving shall be original documents that meet the minimum requirements listed in this section that are produced in a manner that ensures durability, resistance to damage from use or exposure to water or light, and allows for the detection of any alteration. The plans shall be of suitable quality for producing legible prints through reductions, scanning, microfilming or other standard copying procedure.

2. Acceptable processes to create record plans include black ink on 4 mil polyester drafting film (mylar), photographic mylar, mylar created using an ink jet printer process, or other processes approved by the Engineer. The following criteria shall be used to evaluate acceptability:

   a. Substrates (such as polyester, polyethylene or polypropylene) shall be durable and capable of producing copies without loss, distortion or transfer of print or images. Ink shall be pigmented and ultraviolet (UV) resistant.

   b. Drawing materials used for final corrected plans shall ensure that the documents are stable, reproducible document for a minimum of 50 years.

3. Unacceptable processes to create record drawings include, but are not limited to:

   a. Mylars that have material affixed by adhesive.

   b. Mylars that have shading, except for detail drawings as allowed in this section and when very light shading is used to delineate edge of existing pavement/surface.

   c. Electrostatic mylars such as a xerographic process or mylars created by heat sensitive electrostatic plotting, except as approved by the Engineer.

   d. Ammonia process (sepia type) mylars.

D. Final Plat Plans/Maps: An electronic copy of the final plat map(s) shall be submitted to the reviewing agency when the plans/maps are forwarded to the county's Assessor's office.

E. Plans shall comply with Section 1.11(C) prior to receiving final construction approval.

F. Engineering plans shall be reviewed to ensure that all road elements proposed for public maintenance will be maintained by the county. Maintenance plans may be required for specialized features. For purposes of public maintenance, a maximum reach of 16 feet by a backhoe type bucket shall be assumed.

1.13 Variances

A. A road variance is required for any design or construction deviation from these Standards. Detailed procedures for applicants requesting variances and appealing variance decisions are contained within an administrative public rule that is available from the County Road Engineer or the Reviewing Agency.

B. Variances from these Standards may be granted by the County Road Engineer upon evidence that such variances are in the public interest and that requirements for safety, function, fire protection, transit needs, appearance and maintainability based upon sound engineering and technical judgment are fully met.

C. Variance requests for subdivisions should be proposed at preliminary plat stage and prior to any public hearing. All known variances must be approved prior to approval of the engineering plans for construction. It is the responsibility of the County Road Engineer to interpret the Standards. Any anticipated variances from these Standards, which do not meet the Uniform Fire Code will require concurrence by the King County Fire Protection Engineer.

D. Applications for Road Variances:

1. Applications for proposed variances shall be written and include a specific description of the proposed deviation from the Standards along with any documentation and justification supporting the proposed deviation. Documentation may include, but need not be limited to, a record of successful use by other agencies, or evidence of meeting criteria for quality such as AASHTO and ASTM standards.

2. The applicant shall include those sections of the Standards from which the application proposes to deviate.

3. Applications for location of utilities by an entity allowed under a franchise agreement must be prepared and submitted by that entity.

4. Variance applications not associated with a development proposal shall be directed to the County Road Engineer (CRE) at King County Department of Transportation, Road Services Division, 201 South Jackson Street MS KSC-TR-0313, Seattle, WA 98104-3856.

5. . Variance applications associated with a development proposal shall be directed to the Development Engineer, King County Department of Permitting and Environmental Review (DPER), currently located at 35030 SE Douglas ST., Suite 210, Snoqualmie, WA 98065-9266 on forms prescribed by the CRE and DPER. These applications shall be accompanied by the variance review fee as specified in Title 27 of the King County Code.

6. Variance application forms and submittal requirements are available on the King County website at http://www.kingcounty.gov/property/permits or at 35030 SE Douglas ST., Suite 210, Snoqualmie, WA 98065-9266 .The variance review process is described in Section 6.4.4 of King County Public Rule PUT 10-2-1.

E. Questions regarding interpretation of these Standards may be directed to the County Road Engineer.

F. The County Road Engineer has granted the Development Engineer the decision-making authority for road variances in the following specified areas that relates to development proposals. This authorization is reviewed and approved annually through a memorandum of agreement.

1. Offsite Road Improvement Requirements (Section 1.05A)

2. Engineering Plan Requirements (Section 1.11)
3. Determine Urban or Rural Roadway Section (Section 2.01)
4. Private Access Tracts and Private Roads – Not to exceed 20 lots (Section 2.06)
5. Alley Design (Section 2.09A)
6. Road Grade Transitions (Section 2.11)
7. Stopping Sight Distance for Sag Residential Curves (Section 2.12)
8. Off-Street Walkway – Location (Section 3.02)
9. Paved Shoulders (Section 3.07)
10. Mailbox Location (Section 5.04)
11. Bollard Design (Section 5.08)

Note: Under these circumstances, road variance decisions by the County Road Engineer are required only when the applicant disagrees with the Development Engineer's decision.

1.14 Errors and Omissions

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

1.15 Penalties and Financial Guarantees

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

A. PERFORMANCE/RESTORATION FINANCIAL GUARANTEES: Any construction work on King County right-of-way (both maintained and unmaintained) other than Capital Improvement Projects by the county, county maintenance work, or as waived by K.C.C. 27A shall be guaranteed by a restoration financial guarantee or Public Agency Service Agreement. All work on private road and drainage facilities, required as a condition of a county approval process, shall be guaranteed by a performance financial guarantee at the time of plat recording. The Development Engineer shall determine the maximum amount and form of the financial guarantee. The minimum restoration and/or performance guarantee shall be $10,000.00.

B. MAINTENANCE/DEFECT GUARANTEES: The successful performance of the public right-of-way, or related drainage facilities improvements, shall be guaranteed for a period of at least 2 years (or other period if updated by King County Code)

from the date of the Construction Approval. The Development Engineer shall determine the maximum amount and form of the maintenance financial guarantee. The minimum maintenance financial guarantee shall be $10,000.00.

1.16 Changes to this Manual

The County Road Engineer may incorporate minor changes to these Standards as they become necessary. General updates will be publicly available as the County Council considers adoption.

1.17 Definitions of Terms

When referring to these Standards the definitions below shall apply.

2-R	Resurfacing and restoration of existing roadways by supplementing the existing road prism.
3-R	Resurfacing, restoration, and rehabilitation of existing roadways with minimal changes to alignment or grade.
AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
ADT	The Average Daily Traffic (ADT) is the general unit of measure for traffic defined as the total volume during a given time period (in whole days), greater than one day and less than one year, divided by the number of days in that time period.
Alley	A privately maintained thoroughfare, tract, or easement, usually narrower than a road or street, which provides access to the rear boundary of one or more lots and is not intended for general traffic circulation.
Applicant	Applicant means a property owner, or a public agency or public or private utility which owns a right-of-way or other easement or has been granted possession and use of a right-of-way or other easement in a written agreement signed by the property owner or has obtained a court order in a condemnation proceeding adjudicating that the use for which the agency or utility seeks to condemn the right-of-way or easement is a public use, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval, or their successors or assigns.
Appurtenance	Appurtenance is the equipment and/or accessories that are part of an operating system or subsystem.
APWA	American Public Works Association

Attachment A

As-Built Drawings	See Final Corrected Plans
ASTM	American Society for Testing and Materials
ATB	Asphalt treated base
Auxiliary Lane	The portion of the roadway adjoining the traveled way for parking, turning or other purposes supplementary to through-traffic movement.
Backfill	Replacement of excavated material with suitable material compacted as specified.
Bikeway	A generic term for any road, street, path, or way which in some manner is specifically designated for bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.
Breakaway Structure	A structure that has been crash tested in accordance with National Cooperative Highway Research Program procedures – NCHRP 230.
Boring	Grade and alignment controlled mechanical method of installing a pipe or casing under a road or stream without disturbing the surrounding medium.
Bulb	A round area for vehicle turnaround typically located at the end of a cul-de-sac.
Bus Zone	A designated space for loading and unloading transit passengers.
Channelization	The separation or regulation of conflicting traffic movements into definite paths of travel by the use of pavement markings, raised islands or other suitable means to facilitate the safe and orderly movement of both vehicles and pedestrians.
Clear Run-Out Area	The area beyond the toe of a nonrecoverable slope available for safe use by an errant vehicle.
Clear Zone	The total roadside border area starting at the edge of the traveled way available for use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and/or a clear run-out area.
Compaction	The densification of a fill by mechanical means.
County Road Engineer	King County Road Engineer (CRE), having authorities specified in RCW 36.75.050 and 36.80, or his/her authorized representative.
Cul-de-sac	A short road or street having one end open to traffic and the other temporarily or permanently terminated by a vehicle turnaround at or near the terminus.

Cultural Resources	Material evidence of human activities, occupations, and systems illustrated by districts, sites, landscapes, structures, objects, artifacts, ruins, buildings, and natural features that have been or are important in human history and prehistory, and in the maintenance of living cultures.
Dead End	A road or street without an exit.
Design Speed	The speed approved by the County Road Engineer for the design of the physical features of a road as established by Sections 2.02 and 2.03, for residential and commercial access roads and streets or equal to 10 miles per hour above the posted speed limit for arterials.
Developer	See Applicant
Development Engineer	The Department of Permitting and Environmental Review (DPER) employee responsible for the conditioning, review, inspection, and approval of right-of-way use permits, and road and drainage improvements constructed as part of development permits administered by DPER. The development engineer or his/her authorized representative shall be a professional civil engineer registered and licensed under the laws of the State of Washington.
Driveway	A privately maintained access to residential, commercial or industrial properties.
Dwelling Unit	One or more rooms designed for occupancy by a person or family for living and sleeping purposes, containing kitchen facilities and rooms with internal accessibility, for use solely by the dwelling's occupants; dwelling units include but are not limited to single detached units, townhouses, condominiums, apartments, factory built housing, mobile homes, and accessory units.
Easement	An easement grants the right to use the real property of another for a specific purpose.
Entering Sight Distance	The entering sight distance (ESD) is provided at an intersection and when applicable a driveway to allow drivers to perceive the presence of potentially conflicting vehicles. ESD allows the drivers of stopped vehicles a sufficient view of the intersecting highway to decide when to enter the intersecting highway or when to cross it.
Eyebrow	A partial bulb located adjacent to the serving road that provides access to lots and serves as a vehicle turnaround.
FHWA	Federal Highway Administration

Attachment A

Final Corrected Plans	The plan set which is certified to contain a true and accurate representation of the actual field conditions for the project during construction, or upon completion of construction; also known as "As-Built Drawings".
Geometrics	The physical arrangement of the visible elements of a road such as alignment, grade, curvature, width and side slopes.
Grade	Rate or percent of change in slope measured along the centerline of the roadway or access point either ascending or descending from or along the roadway/access point.
Half-Road/Street	A road section built adjacent to the property line that serves a maximum of 35 dwelling units or equivalent ADT, which eventually will be completed to a full width road section when the adjacent property is developed.
Hammerhead	An alternative turnaround at the terminus of a road running lateral to the road at the end. Serves not more than 4 dwelling units.
Heritage Corridor	A transportation corridor that is known for its intrinsic historic resource values irrespective of jurisdictional boundaries and ownership.
HMA	Hot mix asphalt
Impervious surface	A non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as it would under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt roads, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.
In-fill Development	The development of a parcel of land in a highly developed urban area.
Intersection	The area from the intersection of a roadway to the radius tangent point or stop bar on each approach, whichever is greater.
Joint-Use Driveway	A jointly privately owned and maintained driveway serving two properties.
KCC	King County Code
Landing	A road or driveway approach area to any public or private road. Also, the level area at the back of the sidewalk ramp, typically four feet wide.

Loop	Road of limited length that circles back on itself, having no other intersecting road, and functioning mainly as direct access to abutting properties. A loop may be designated for one-way or two-way traffic. The desired maximum length of a loop is 600-feet.
Lot	A physically separate and distinct parcel of property that has been created pursuant to the provisions of Title 19A or pursuant to any previous laws governing the subdivision, short subdivision or segregation of land.
Low Impact Development	An innovative ecosystem based approach to land development and storm water management that results in fewer environmental impacts.
Low Volume Road	A rural collector arterial with an ADT of 400 or less.
MPH	Miles per hour
MUTCD	The Manual on Uniform Traffic Control Devices, published by the U.S. Department of Transportation, Federal Highway Administration.
New Construction	New construction involves the construction of a new roadway facility or structure where nothing of its type currently exists.
Off-Road/Street Parking Space	An area accessible to vehicles, exclusive of roadways, sidewalks, and other pedestrian facilities that is improved, maintained, and used for the purpose of parking a motor vehicle.
Pavement Widening	Pavement widening projects are expansion of the roadway surface for vehicular use and may involve earthwork, drainage and paving elements. These projects are considered alterations of the roadway and must address ADA accessibility for pedestrians.
Pavement Width	Paved area on shoulder-type roads or paved surface between curb or gutter flow line on all other roads as depicted on Drawings 2-001 through 2-003, and 2-005.
Pedestrian Access Route	A pedestrian access route is a continuous and unobstructed path of travel provided for pedestrians with disabilities within or coinciding with a pedestrian circulation path in the public right-of-way.
Permittee	See Applicant
Pipe Stem	A strip of land having a width narrower than that of the lot or parcel to be served and designed for providing access to that lot parcel.
Plan of Record	See Final Corrected Plans

Posted Speed	The speed limit actually signed along the roadway.
Private Access Tract	A privately owned and maintained tract that is 150 feet or less in length that provides vehicular access to six or fewer residential properties.
Private Road	A privately owned and maintained access provided for by a tract, easement or other legal means, typically serving three or more potential dwelling units.
Professional Engineer	A professional civil engineer registered and licensed to practice in the State of Washington.
Public Road/Street	Publicly owned and maintained facility-providing access, including the roadway and all other improvements, inside the right-of-way.
PVC	Polyvinyl Chloride pipe
PVC	Point of Vertical Curve
PVI	Point of Vertical Intersection
PVT	Point of Vertical Tangency
RCW	Revised Code of Washington
Reconstruction	Reconstruction projects add additional lanes to an existing roadway or bridge and 50 percent or more of the project length involves vertical or horizontal alignment changes.
Recoverable Slope	A slope on which the driver of an errant vehicle can regain control of the vehicle. Slopes of 4H:1V or flatter are considered recoverable.
Rehabilitation	Work similar to restoration except the work may include reworking or strengthening the base or subbase, recycling or reworking existing materials to improve their structural integrity, adding underdrains, replacing or restoring malfunctioning joints, substantial pavement under-sealing when essential for stabilization, pavement grinding to restore smoothness (providing adequate structural thickness remains), removing and replacing deteriorated materials; crack and joint sealing but only when the required shape factor is established by routing or sawing, improving or widening shoulders.
Restoration	Work performed on pavement or bridge decks to render them suitable for resurfacing. This may include supplementing the existing roadway by increasing surfacing and paving courses to provide structural capability, and widening up to a total of ten feet. Restoration will generally be performed within the exiting right-of-way.

Resurfacing	The addition of a layer or layers of paving material to provide additional structural integrity, improve serviceability, and rideability.
Reviewing Agency	King County Department of Permitting and Environmental Review or its successor agency responsible for reviewing subdivisions and other developments within their jurisdiction.
Right-of-Way	Public land, property, or property interest, (e.g., an easement), usually in a strip, as well as bridges, trestles, or other structures, acquired for or devoted to transportation purposes. This does not include recreational or nature trails except where they intersect with or are located within road rights-of-way.
Road	A facility serving three lots or more and providing public or private access including the roadway and all other improvements inside the right-of-way. **NOTE: "Road" and "Street" will be considered interchangeable terms for the purpose of this document.**
Roadway	Pavement width plus any paved or non- paved shoulders**.**
Resource Lands	Areas designated in the King County Comprehensive Plan that are characterized by long-term agriculture, forestry, and mining.
Rural Areas	Areas designated in the King County Comprehensive Plan that are located outside an urban growth area generally characterized by long-term low density residential and commercial/industrial development.
Scenic Byway	A scenic byway is a transportation corridor having special scenic, historic, recreational, cultural, archaeological, and/or natural qualities.
Significant Cultural Resource	A cultural resource that is 40 years or older, and is listed on or eligible for listing on the King County Landmarks Register, Washington State Heritage Register, or National Register of Historic Places.
Single Family Dwelling Unit	A single-family (home, house, or dwelling) means that the building is usually occupied by just one household or family, and consists of just one dwelling unit or suite.
Shared Roadway	A roadway that is open to both bicycle and motor vehicle travel. This may be an existing roadway, a street with wide curb lanes, or a road with paved shoulders.

Attachment A

Shoulder	The paved or unpaved portion of the roadway outside the traveled way that is available for emergency parking or nonmotorized use.
Street	See Road
Street/Road Frontage	Any portion of a lot or combination of lots that directly abuts a public right-of-way.
Stopping Sight Distance	Stopping sight distance is the sum of two distances: the distance traveled during perception and reaction time and the distance to stop the vehicle.
Surveyor	A professional land surveyor registered and licensed by the State of Washington.
Temporary	Lasting for a "limited" time.
Traffic Engineer	The King County engineer responsible for design, operation and maintenance of traffic control devices.
Traveled Way	The portion of a street or road intended for the movement of vehicles, between curbs or shoulders, including turn lanes, but excluding bike lanes, parking lanes and/or shoulders.
Turn Out	The paved or concrete area outside the roadway or traveled way for a transit vehicle.
Unmaintained Road	A road within the county right-of-way that is accessible to public travel but is not maintained by the county.
Unopened Right-of-Way	A county right-of-way that exists by dedication or deed, but for which no vehicular roadway has been constructed.
Urban Areas	Areas designated in the King County Comprehensive Plan that are characterized by denser commercial, industrial and residential development.
Utility	A privately, publicly, or cooperatively owned line, facility, or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, or any other similar commodity which directly or indirectly serves the public. Additionally, the privately, publicly, or cooperatively owned company that owns the line, facility, or system.
Walkway	A facility designated for pedestrian and non-vehicular traffic. Walkways are typically constructed of asphalt. Separation from vehicle traffic may be provided by pavement striping, curbing, a ditch or open space.
WSDOT	Washington State Department of Transportation.

CHAPTER 2. ROAD TYPES AND GEOMETRICS

2.01 Road Classifications

County roads are classified functionally as indicated in Sections 2.02 and 2.03. Roads are further characterized as rural or urban. Function is the controlling element for classification and shall govern right-of-way, road width and road geometric. Other given elements such as access, arterial spacing, and average daily traffic count (ADT) are typical. It is necessary to classify roads and streets for purposes of traffic operations, control, and enforcement. Typically, arterials will have higher speed limits and more stringent traffic control measures at intersections, (e.g., traffic signals or stop signs), than non-arterials. In planning, functional classification establishes the hierarchy of roads and highways necessary for a complete transportation system that serves all types of travel needs. Each road has a specified function that produces a comprehensive network for travel and access throughout an area, when combined with the rest of the system.

Land Developments in Urban Areas. Land developments in urban areas as defined by the current King County Comprehensive Plan Map shall provide "curb" type road improvements unless otherwise specified in these Standards, figures 2-002 and 2-003. A curb type road typically requires an underground pipe storm drainage system with curb, gutter, and sidewalks. Exceptions to this may be approved by the Development Engineer on residential access streets that are located in long-term, low-density neighborhoods and where a pattern of "shoulder" type roads is firmly established. Exceptions for 2 lot urban short plats are as allowed in Section 2.05(A).

Land Developments in Rural Areas. Land developments in rural areas as defined by the current King County Comprehensive Plan shall provide "shoulder" type road improvements, unless otherwise specified by these Standards or approved by the County Road Engineer or the Development Engineer, figure 2-001. Certain exceptions to the "shoulder" type standard may apply within clustered housing developments and rural activity centers (unincorporated rural towns such as Vashon or Fall City) where urban densities and uses may make a "curb" type road appropriate, figures 2-002, 2-003 and 2-005. Within these developments, the specifically authorized land uses or business district design guidelines may provide for either a "curb" or "shoulder" type road section.

The rural area is comprised of all lands in King County outside the designated Urban Growth Area (UGA), and does not include the designated Forest and Agricultural Production Districts. The rural area is generally located east of the UGA, with the exception of the rural cities and their UGAs, and also includes the entirety of Vashon and Maury Islands. Within the rural area, the following land use categories are applied: Rural, allowing low-density residential development, forestry, farming, and a range of traditional rural uses; Rural town, recognizing historical settlement

patterns and allowing commercial uses to serve rural residents; and Rural Neighborhood, allowing small scale convenience services for nearby rural residents.

Rural development can consist of a variety of uses that are consistent with the preservation of rural character and the requirements of the rural element. Rural development does not refer to agriculture or forestry activities that may be conducted in rural areas.

Land Development in Resource Land Areas. Land development in resource land areas as defined by the current King County Comprehensive Plan shall generally provide "shoulder" type road improvements. The actual land use and development proposal will ultimately define the roadway requirements, figures 2-001and 2-004.

2.02 Rural Roadways

A. Rural Principal Arterial

Rural principal arterials provide primary connections between rural areas and also distribute traffic between rural and urban areas. They provide the highest degree of mobility; therefore, direct access to abutting properties is very restricted. They generally serve major centers of activity, highest traffic volume corridors and intra-area travel between business districts, communities and rural town centers.

B. Rural Minor Arterial

Rural minor arterials interconnect with and augment the principal arterial system. They provide intra-community continuity connecting community centers and facilities. A rural minor arterial is typically a continuous road with a direct alignment. Access is partially restricted.

C. Rural Collector Arterial

Rural collector arterials typically are intra-community roadways connecting cities or towns, residential neighborhoods and community centers and facilities. They provide connections between rural local roads and other roadways that are higher in the hierarchy of classification. Access is partially restricted.

D. Low Volume Collector Arterial

Low volume rural collectors are intra-community arterials with an average daily traffic (ADT) of 400 or less that connect residential neighborhoods with small communities. They generally provide connections between rural local roads.

E. Rural Local Roadways

There are several roadway classifications for rural local roadways. Typically "shoulder" type road improvements are provided in the rural area unless otherwise approved by the County Road Engineer or the Development Engineer. The rural local roadway classifications are listed below:

1. Neighborhood Collectors

Neighborhood collectors are the highest in the local roadway classification hierarchy. They connect two or more neighborhoods and typically connect

to arterials or other neighborhood collectors. Direct driveway connections to neighborhood collectors are restricted.

2. Subcollectors

   Subcollectors are the second highest in the local roadway classification hierarchy. They are typically two-lane asphalt roadways. They provide circulation within neighborhoods and typically connect to neighborhood collectors. Although subcollectors typically allow direct driveway access there are some project related exceptions.

3. Subaccess

   Subaccess roads are permanent cul-de-sacs or short loops that connect to subcollectors. Subaccess roads are not supportive of through traffic. They are typically internal subdivision roadways that provide circulation within the subdivision. Direct driveway connections are allowed.

4. Minor Access

   A minor access road is a permanent cul-de-sac or short loop with low traffic volumes that provides circulation and access to off-road parking within a residential development boundary. Like subaccess roads, a minor access road allows direct driveway connections.

F. Rural Commercial Access Road

There are several roadway classifications for rural commercial access roads.

1. Attached-Dwelling Access

   Attached-dwelling access roads typically serve town houses, condominiums, apartments, and other multiple-dwelling developments.

2. Business Access

   Business access roads typically serve very dense multiple-dwelling developments, office buildings, and other professional service buildings.

3. Industrial Access

   Industrial access roads typically serve manufacturing, processing, storing and handling activities. These roadways generally route industrial vehicles from the arterial system to and within industrial districts.

4. Commercial Minor Access

   Commercial minor access roads provide circulation and access to parking and loading sites within multiple-dwelling, business, and industrial developments.

G. Primitive Road**.** A primitive road is a road within county right-of-way that meets the criteria of RCW 36.75.300. These roadways are not part of the county primary road system and must be designated primitive by the County Council. A primitive road must be identified with signs, as provided in the Manual of

Uniform Traffic Control Devices, at all locations where the primitive road begins or connects to a non-primitive road.

2.02(A) Rural Arterials (Shoulder Roadway Section)

Classification	Principal	Minor	Collector	Low Volume Collector
Access	Controlled with very restricted access to abutting properties.	Partially controlled with infrequent access to abutting properties.	Partially controlled with infrequent access to abutting properties.	As needed with some restrictions to abutting properties.
Arterial Spacing[1]	2 to 5 miles	Under 2 Miles	Under 2 miles	-
Design Speed[2]	Varies 40 to 60 mph	Varies 35 to 55 mph	Varies 35 to 50 mph	Varies 35 to 50 mph
Horizontal Curvature	See Table 2.1	See Tale 2.1	See Table 2.1	See Table 2.1
Maximum Grade[3]	9%	10%	12%	12%
Typical Traveled Way[4]	22 to 56 feet	22 to 56 feet	22 to 44 feet	22 feet
Typical Roadway Width[4]	38 to 72 feet	38 to 72 feet	34 to 60 feet	30 feet
Typical Lane Width	11 feet	11 feet	11 feet	11 feet
Typical Left Turn Lane Width	12 feet	12 feet	12 feet	-
Typical Right Turn Lane Width	12 feet	12 feet	12 feet	-
Superelevation[5]	6%	6%	6%	6%
Minimum Stopping Sight Distance	See Table 2.1	See Table 2.1	See Table 2.1	See Table 2.1
Minimum Entering Sight Distance	See Table 2.1	See Table 2.1	See Table 2.1	See Table 2.1
Minimum Passing Sight Distance	See Table 2.1	See Table 2.1	See Table 2.1	See Table 2.1
Minimum Right-of-Way Width[4]	100 feet	84 feet	60 to 84[6] feet	60 feet
Typical Shoulder Width[7]	8 feet	8 feet	6 to 8 feet	4 feet

[1] For arterial spacing, distances are given only as general guidelines.
[2] Design speed is a basis for determining geometric elements and does not imply posted or legally permissible speed.
[3] Maximum grade may be exceeded for short distances.
[4] Criteria for federal and state funding may require greater traveled way, roadway, and right-of-way widths. Greater widths also may be required for the construction of bike lanes, equestrian trails, and other nonmotorized use.
[5] See Section 2.04 for allowed use of superelevations greater than 6 percent.
[6] Four-lane roadway.
[7] For guardrail installation, shoulders shall be 2 feet wider.

2.02(B) Rural Local Access Roadways - (Shoulder Roadway Section)

Classification	Neighborhood Collectors	Subcollectors	Subaccess	Minor Access
Access	Restricted, Lots front on local access road where feasible.	As needed with some restrictions.	Permanent cul-de-sacs or short loop roads[1] that connect to subcollectors. Subaccess roads are not supportive of through traffic.	Permanent cul-de-sacs or short loops[1] with low traffic volumes that provide circulation and access to off-road/ parking within residential development boundaries.
Public or Private	Public	Public	Public or Private	Public or Private (See Section 2.06)
Serving Potential Number of Lots or Dwelling Units	Over 100[2]	100 Maximum[3]	50 Maximum	16 Maximum
Design Speed[4]	35 mph	30 mph	Low Speed Curve (See Section 2.10)	Low Speed Curve (See Section 2.10)
Max Superelevation	6%	6%	See Section 2.04 (B)	See Section 2.04 (B)
Horizontal Curvature	See Table 2.1	See Table 2.1	Low Speed Curve (See Section 2.10)	Low Speed Curve (See Section 2.10)
Maximum Grade[5]	11%	12%	12%	12%
Minimum Stopping Sight Distance	See Table 2.1	See Table 2.1	150 feet	150 feet
Minimum Entering Sight Distance	See Table 2.1	-	-	-
Typical Traveled Way[6]	22 feet	22 feet	20 feet	20 feet
Typical Roadway Width[6]	38 feet	34 feet	28 feet	24 feet
Minimum Right-of-Way Width[6]	60 feet	60 feet	48 feet	48 feet
Minimum Shoulder Width[7]	8 feet	6 feet	4 feet	2 feet
Minimum Half Road Width	20 feet	20 feet	20 feet	20 feet
Minimum One Way Paved Width	20 feet	20 feet	20 feet	20 feet

[1] See Section 2.15 for one-way loop rural roads
[2] See Section 2.19 for residential access connection requirements.
[3] See Section 2.20 for exception criteria.
[4] Design speed is a basis for determining geometric elements and does not imply posted or legally permissible speed.
[5] Maximum grade may be exceeded for short distances. (See Section 2.11)
[6] Greater traveled way, roadway, and road right-of-way widths may be required for the construction of bike lanes, equestrian trails, other nonmotarized use, or water quality facilities
[7] For guardrail installation, shoulders shall be 2 feet wider.

2.02(C) Rural Commercial Access Roads (Shoulder Roadway Section)

Classification	Attached- Dwelling Access	Business Access	Industrial Access	Minor Access
Access	As needed with some regulation.	As needed with some regulation.	As needed with some regulation.	As needed with only minimal restrictions.
Public or Private Road	Typically public roads serving R-12 - R-24 zones.	Typically public roads serving R-48, NB, CB & O zones.	Typically public roads serving RB & I zones	Public or private roads.
Design Speed[1]	35 mph	35 mph	35 mph	Low Speed Curve – See Sec 2.10
Maximum Superelevation	6%	6%	6%	-
Horizontal Curvature	See Table 2.1	See Table 2.1	See Table 2.1	Low Speed Curve – See Sec 2.10
Maximum Grade[2]	12%	12%	11%	12%
Minimum Stopping Sight Distance[3]	See Table 2.1	See Table 2.1	See Table 2.1	150 feet
Minimum Entering Sight Distance[4]	See Table 2.1	See Table 2.1	See Table 2.1	-
Typical Traveled Way	22 feet	24 feet	24 feet	20 feet
Typical Roadway Width[5]	38 feet	40 feet	40 feet	28 feet
Minimum Right-of-Way Width	60 feet	60 feet	60 feet	48 feet
Minimum Shoulder Width	8 feet	8 feet	8 feet	4 feet
Minimum Half-Road/ Width	20 feet	20 feet	20 feet	20 feet
Minimum One-Way Paved Width	20 feet	22 feet	24 feet	20 feet

[1] Design speed is a basis for determining geometric elements and does not imply posted or legally permissible speed.
[2] Maximum grade may be exceeded for short distances. (See Section 2.11).
[3] Standard Stopping Sight Distance (SSD) shall apply unless otherwise approved by the County Road Engineer. (See Section 2.12).
[4] Standard Entering Sight Distance (ESD) shall apply at intersections and driveways except on minor access roads unless otherwise approved by the County Road Engineer.
[5] For guardrail installation, shoulders shall be 2 feet wider.

2.03 Urban Roadways

A. Urban Principal Arterial

Urban principal arterials provide for movement across and between large subareas of an urban region and serves predominantly "through traffic." They carry the highest traffic volume and serve major centers of activity and are fed by other arterials and local access streets. Principals are expected to provide a high degree of mobility; therefore, access to abutting properties is very restricted.

B. Urban Minor Arterial

Urban minor arterials interconnect with and augment the principal arterial system. They provide intra-community continuity connecting community centers and facilities. A minor arterial may also serve "through traffic". Access is partially restricted.

C. Urban Collector Arterial

Urban collector arterials typically are intra-community roadways connecting residential neighborhoods with community centers and facilities. They accumulate traffic from local roadways and distribute that traffic to roadways that are higher in the hierarchy of classification. Access is partially restricted.

D. Urban Local Roadways

There are several roadway classifications for urban local roadways. They are listed below:

1. Neighborhood Collectors

   Neighborhood collector streets are the highest in the local roadway classification hierarchy. They connect 2 or more neighborhoods and typically connect to arterials or other neighborhood collectors. Direct driveway connections to neighborhood collectors are restricted.

2. Subcollectors

   Subcollector streets are the second highest in the local roadway classification hierarchy. Subcollectors provide circulation within neighborhoods and typically connect to neighborhood collectors. Although they typically allow direct driveway access there are some project related exceptions.

3. Subaccess

   Subaccess streets are permanent cul-de-sacs or short loop streets that connect to subcollectors. Subaccess streets are not supportive of through traffic. They provide direct driveway connections.

4. Minor Access

   A minor access street is a permanent cul-de-sac or short loop street with low traffic volumes that provides circulation and access to off-street parking within a residential development boundary. Like subaccess streets, a minor access street allows direct driveway connections.

E. Urban Commercial Access Streets

There are several roadway classifications for urban commercial access streets. Typically "curb" type road improvements are provided along these streets unless otherwise approved by the County Road Engineer or the Development Engineer. The classifications are listed below:

1. Attached-Dwelling Access

   Attached-dwelling access streets typically serve town houses, condominiums, apartments, and other multiple-dwelling developments.

2. Business Access

   Business access streets typically serve very dense multiple-dwelling developments, office buildings, and other professional service buildings.

3. Industrial Access

   Industrial access streets typically serve manufacturing, processing, storing and handling activities. These roadways generally route industrial vehicles from the arterial system to and within industrial districts.

4. Commercial Minor Access

   Commercial minor access streets provide circulation and access to parking and loading sites within multiple-dwelling, business, and industrial developments.

2.03(A) Urban Arterials (Curb Roadway Section)

Classification	Principal	Minor	Collector
Access	Controlled with very restricted access to abutting properties.	Partially controlled with infrequent access to abutting properties.	Partially controlled with infrequent access to abutting properties.
Arterial Spacing[1]	2 to 5 miles	Under 2 Miles	Under 2 miles
Design Speed[2]	Varies 40 to 60 mph	Varies 35 to 55 mph	Varies 35 to 50 mph
Horizontal Curvature	See Table 2.1	See Table 2.1	See Table 2.1
Maximum Grade[3]	9%	10%	12%
Typical Traveled Way[4]	44 to 56 feet	44 to 56 feet	36 to 44 feet
Typical Roadway Width[4]	44 to 66 feet	44 to 66 feet	44 to 54 feet
Typical Lane Width	11 feet	11 feet	11 feet
Typical Left Turn Lane Width	12 feet	12 feet	12 feet
Typical Right Turn Lane Width	12 feet	12 feet	12 feet
Typical Widen Curb Lane Width[6]	14 feet	14 feet	14 feet
Typical Bike Lane Width	5 feet	5 feet	5 feet
Maximum Superelevation[5]	6%	6%	6%
Minimum Stopping Sight Distance	See Table 2.1	See Table 2.1	See Table 2.1
Minimum Entering Sight Distance	See Table 2.1	See Table 2.1	See Table 2.1
Minimum Passing Sight Distance	See Table 2.1	See Table 2.1	See Table 2.1
Minimum Right-of-Way Width[4]	100 feet	84 feet	84 feet
Minimum Sidewalk Width	See Section 3.02	See Section 3.02	See Section 3.02
Curb Type	Vertical	Vertical	Vertical

[1] For arterial spacing, distances are given only as general guidelines.
[2] Design speed is a basis for determining geometric elements and does not imply posted or legally permissible speed.
[3] Maximum grade may be exceeded for short distances.
[4] Criteria for federal and state funding may require greater traveled way, roadway and right-of-way widths. Greater widths also may be required for the construction of bike lanes, equestrian trails, and other nonmotorized use.
[5] See Section 2.04 for allowed uses of superelevations greater than 6 percent.
[6] A widen curb lane is provided to accommodate bicycles.

2.03(B) Urban Local Access Streets - (Curb Roadway Section)

Classification	Neighborhood Collectors	Subcollectors	Subaccess	Minor Access
Access	Restricted, Lots front on local access street where feasible.	As needed with some restrictions.[1]	Subaccess streets are not supportive of through traffic. Generally permanent cul-de-sacs or short loop[2] streets that connect to subcollectors.	Permanent cul-de-sacs or short loops with low traffic volumes that provide circulation and access to off-street parking within residential development limits.
Public or Private	Public	Public	Public or Private	Public or Private (See Section 2.06)
Serving Potential Number of Lots or Dwelling Units	Over 100[3]	100 Maximum[4]	50 Maximum	16 Maximum
Design Speed[5]	35 mph	30 mph	Low Speed Curve (See Section 2.10)	Low Speed Curve (See Section 2.10)
Max Superelevation	See Section 2.04B	See Section 2.04B	See Section 2.04B	See Section 2.04B
Horizontal Curvature	See Table 2.2	See Table 2.2	Low Speed Curve (See Section 2.10)	Low Speed Curve (See Section 2.10)
Maximum Grade[6]	11%	12%	12%	12%
Minimum Stopping Sight Distance	See Table 2.2	See Table 2.2	150 feet	150feet
Minimum Entering Sight Distance	See Table 2.2	-	-	-
Typical Traveled Way[8]	22 feet[17]	22 feet	22 feet	22 feet
Typical Roadway Width[8]	32 feet[7]	28 feet	24 feet	22 feet
Minimum Right-of-Way Width[8]	56 feet	48 feet	40 feet	40 feet
Minimum Half Street Width	20 feet	20 feet	20 feet	20 feet
Minimum One Way Paved Width	20 feet	20 feet	20 feet	20 feet
Minimum Sidewalk Width	See Section 3.02	See Section 3.02	See Section 3.02	See Section 3.02
Curb Type	Vertical	Vertical[1]/Rolled	Vertical/Rolled	Vertical/Rolled

[1] See Section 2.20 for urban exceptions. Also, when Section 2.20 applies the curbing shall be vertical.
[2] See Section 2.15 for one-way loops.
[3] See Section 2.20 for residential access connection requirements.
[4] See Section 2.20 for urban exception criteria.
[5] Design speed is a basis for determining geometric elements and does not imply posted or legally permissible speed.
[6] Maximum grade may be exceeded for short distances. See Section 2.11.
[7] Neighborhood collectors intersecting with arterials shall be 36 feet wide for the first 150 feet. See Section 4.05 for tapers.
[8] Greater traveled way, roadway, and road right-of-way widths may be required for the construction of bike lanes, equestrian trails, other nonmotorized use, or water quality facilities.

2.03(C) Urban Commercial Access Streets (Curb Roadway Section)

Classification	Attached Dwelling Access Streets	Business Access Streets	Industrial Access Streets	Minor Access Streets
Access	As needed with some regulation.	As needed with some regulation.	As needed with some regulation.	As needed with only minimal restrictions.
Public or Private Street	Typically public streets serving R-12 through R-24 zones.	Typically public streets serving R-48, NB, CB, & O zones.	Typically public streets serving RB & I Zones	Public or private streets.
Design Speed[1]	35 mph	35 mph	35 mph	Low Speed Curve- See Section 2.10
Maximum Superelevation	6%	6%	6%	-
Horizontal Curvature	See Table 2.1	See Table 2.1	See Table 2.1	Low Speed Curve - See Section 2.10
Maximum Grade[2]	12%	12%	11%	12%
Minimum Stopping Sight Distance[3]	See Table 2.1	See Table 2.1	See Table 2.1	150 feet
Minimum Entering Sight Distance[4]	See Table 2.1	See table 2.1	See Table 2.1	-
Typical Traveled Way	36 feet	36 feet	40 feet	24 feet
Typical Roadway Width	36 feet	36 feet	40 feet	24 feet[4]
Minimum Right-of-Way Width	56 feet	56 feet	60 feet	40 feet
Minimum Sidewalk Width	See Section 3.02	See Section 3.02	See Section 3.02	See Section 3.02
Minimum Half-Street Width	20 feet	20 feet	20 feet	20 feet
Minimum One-Way Paved Width	20 feet	22 feet	24 feet	20 feet
Curb Type	Vertical	Vertical	Vertical	Vertical

[1] Design speed is a basis for determining geometric elements and does not imply posted or legally permissible speed.
[2] Maximum grade may be exceeded for short distances. See Section 2.11.
[3] Standard Stopping Sight Distance (SSD) shall apply, unless otherwise approved by the County Road Engineer. See Section 2.12.
[4] Standard Entering Sight Distance (ESD) shall apply at intersections and driveways except when a driveway intersects a minor access street, unless otherwise approved by the County Road Engineer.

2.04 Horizontal Curvature and Sight Distance Design Values

A. The values shown in Tables 2.1 and 2.2 are minimum design values per tables 3-1, 3-8 through 3-12, and table 9-6 of AASHTO's "A Policy on Geometric Design of Highways and Streets, 2011 edition". A maximum of eight percent superelevation may be used, upon approval of the County Road Engineer, for design of improvements to existing arterials, as necessary, to meet terrain and right-of-way conditions. Superelevation run-off lengths on arterials, rural residential and commercial access roads and streets shall be calculated in accordance with the WSDOT Design Manual.

B. Superelevation is not required in the design of horizontal curves on urban residential access streets; however, horizontal curves must be designed based on design speed and selected cross section as indicated in Table 2.2. This table is based on AASHTO "Low Speed Urban Streets" design methodology. Superelevation may be used on urban residential streets as necessary to meet terrain and right-of-way conditions.

Table 2.1

Arterial Roads, Rural Local and Commercial Access Roads and Streets Design Values[1]

Design Speed (mph)	30	35	40	45	50	55	60
Horizontal Curvature for 6% *(maximum allowable on neighborhood collectors and local access roads and streets)* Superelevation, Radius (Ft.)	231	340	485	643	833	1,060	1330
Horizontal Curvature for 8% (*maximum allowable on arterials*) Superelevation, Radius (Ft.) (requires approval of the County Road Engineer)	214	314	444	587	758	960	1,200
Stopping Sight Distance (Ft.)	200	250	305	360	425	495	570
Entering Sight Distance (Ft.)[2,3,4]	335	390	445	500	555	610	665
Passing Sight Distance (Ft.) for a 2-Lane Road	500	550	600	700	800	900	1,000

[1] See Section 2.12.
[2] See Section 2.14. Entering sight distance shown is for a stopped passenger vehicle to turn left onto a two-lane highway with no median and grades 3 percent or less. For other conditions the time gap must be adjusted and required sight distance recalculated. (See 2011 AASHTO – Intersection Control section).
[3] For multilane roadways: For left turns onto two-way roadways with more than 2 lanes, add 0.5 seconds for passenger cars or 0.7 seconds for trucks for each additional lane from the left, in excess of one, to be crossed by the turning vehicle.
[4] For minor and approach grades: If the approach grade is an upgrade that exceeds 3 percent; add 0.2 seconds for each percent grade for left turns.

Table 2.2
Urban Residential Access Streets Design Values

Design Speed (mph)	25	30	35
Horizontal Curvature, for 6% Superelevation, Radius (Ft.)	144	231	340
Horizontal Curvature, for 4% Superelevation, Radius (Ft.)	154	250	371
Horizontal Curvature, for 2% Superelevation, Radius (Ft.)	167	273	408
Horizontal Curvature, Normal Crown Section, Radius (Ft.)	181	300	454
Stopping Sight Distance (Ft.)	155	200	250
Entering Sight Distance (Ft.)	280	335	390

2.05 Short Plats

King County will not accept roads or streets for maintenance within a short plat.

A. Urban Residential Short Plats

1. When an urban residential short plat adds one additional lot to an existing lot that already has a permitted habitable residential dwelling unit, a paved shoulder may be constructed along the short plat frontage as an alternative to curb, gutter, and sidewalk improvements, provided:
   a. The surrounding roadways frontage improvements are of rural character; and,
   b. The potential development of the neighborhood is low and consists primarily of in-fill.
2. When the short plat access street extends more than 150 feet measured from the centerline of the nearest street intersection and serves or will serve more than two lots, a turnaround shall be provided. The turnaround may be a cul-de-sac or a hammerhead.
3. The total roadway width shall be 20 feet and the surfacing shall be asphalt.
4. The design and construction shall meet the requirements of a residential minor access roadway.

B. Rural Residential Short Plats

1. When the short plat access road extends more than 150 feet measured from the centerline of the nearest road intersection and serves or will serve more than two lots, a turnaround must be provided. The turnaround may be a cul-de-sac or hammerhead.
2. The total roadway width (traveled way and shoulders) shall be 20 feet.
3. The design and construction shall meet the requirements of a residential minor access roadway.
4. The roadway surfacing may be gravel, bituminous, porous, or hot mix asphalt, as specified in Section 2.17.

2.06 Private Roads

While public roads, owned and maintained by the county, usually best serve community road requirements, private roads may be appropriate for some local access roads. Usually these are minor access or subaccess roads, either residential or commercial. The design shall meet the requirements of the applicable roadway classification

A. Private roads are required when the development proposal will serve a maximum potential of nine single family dwellings units when the entire length of the private road system to the nearest public maintained road is considered. The designed shall meet the minor access roadway requirements of Sections 2.02 and 2.03 of these Standards. The Development Engineer may allow modifications such as an inverted crown or a thickened asphalt edge rather than curb, provided that stormwater treatment will be adequate and safety will not be compromised.

B. Private roads may be allowed to serve a maximum of 50 single family dwelling units when the entire length of the private road system to the nearest public maintained road is considered and when the County Road Engineer determines:

   1. There is no opportunity for connecting to neighboring parcels or developments, or
   2. When there are physical barriers, zoning regulations, legal constraints or any other applicable restrictions that prohibits the connection to road stub-outs, easements, neighboring parcel(s), public roads, or rights of way.

C. King County will not accept private roads for maintenance as public roads until King County determines that there is a benefit to the public and such roads are brought into conformance with current King County Code and these Standards.

D. The county will not maintain roadways, signs, drainage conveyance improvements or other appurtenances on private roads, unless otherwise specified. The maintenance responsibility shall be clearly noted on the face of the recorded plat, short plat or binding site plan. The road shall be signed as a private road that is privately maintained.

E. Best Management Practices (BMPs) should be used when maintaining private roadways.

F. A private maintenance covenant recorded with the King County Recorder's Office will be required for any private road. Maintenance shall include, but not be limited to, road surfacing, shoulders, signs, storm drainage facilities and vegetation control. The covenant shall set out the distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easements and other considerations. It shall be recorded prior to final construction approval and meet the following terms:

1. The covenant shall establish minimum annual assessments in an amount adequate to defray costs of ordinary maintenance and procedures for approval of additional needed assessments.

2. The covenant shall include a periodic maintenance schedule.

3. The covenant for maintenance shall be enforceable by any property owner served by the road.

4. The covenant shall establish a formula for assessing maintenance and repair costs equitably to property owners served by the private road.

5. The covenant shall provide provision for pedestrian access by the public when the private road and/or associated sidewalk or shoulder/walkway adjoins or is connected to a school or park.

6. The covenant shall run with the land.

G. Additionally, all private roads shall adhere to the following criteria:

1. Permanently established by, tract or easement with a minimum width of 40 feet, and
2. They shall provide legal access to each affected lot, dwelling unit, or business, and
3. Sufficient to accommodate required improvements to include provision for future use by adjacent property owners and connection to school pathways, trails or public sidewalks when applicable; and
4. The improved surface width shall be the minimum required per the classification of the roadway. Private roadway width requirements may be increased at the discretion of the Development Engineer if necessary for safe vehicle movement or to accommodate grading, utilities, on-street parking, turning movements or any related road or utility need.-
5. Accessible at all times for emergency and public service vehicle use; and
6. Not obstructing, or part of, the present or future public neighborhood circulation plan developed in processes such as the King County

Comprehensive Plan, King County Transportation Plan, or Capital Improvement Program; and

7. Not resulting in land locking of present or future parcels; and
8. Not needed as public roads to meet the minimum road spacing requirements of these Standards.

2.07 Half Roads

A. A half road, figure 2-010, may be permitted as an interim facility when:

1. Such road shall not serve as primary access to more than 35 dwelling units or equivalent ADT; and
2. Such alignment is consistent with or will establish a reasonable circulation pattern; and
3. There is reasonable assurance of obtaining the prescribed additional right-of-way from the adjoining property with topography suitable for completion of a full width road.

B. A half road shall meet the following requirements:

1. Right-of-way width of the half road shall be a minimum width of 30 feet and sufficient to construct the roadway and related grading; and
2. The half road shall be graded consistent with locating the centerline of the ultimate road section as close as possible to the property line; and
3. Traveled way shall be surfaced the same as the designated road type to a width not less than 20 feet, sidewalk shall be constructed as required for the designated road type; and
4. Property line edge of road shall be finished with temporary curbing, shoulders, ditches, and/or side slopes in order to assure proper drainage, bank stability, and traffic safety; and
5. Half roads shall not intersect other half roads or exceed these requirements unless so approved by the County Road Engineer, and
6. The intersection of a half road shall be improved to a full width road of a designated section, and
7. Half-roads shall meet the requirements of Section 4.03 of these Standards.

C. When a half road is eventually completed to a whole road, the completing builder shall reconstruct the original half road as necessary to produce a proper full width crowned road of a designated section.

D. Obtaining any right-of-way or easements to accomplish the above shall be the responsibility of the applicant or developer.

2.08 Cul-de-sacs, Islands, and Hammerheads

A. Cul-de-sacs: Whenever a dead-end street serves or will serve more than six lots or extends more than 150 feet from centerline of accessing street to farthest extent of surfaced traveled way, a widened "bulb," figure 2-007 shall be constructed as follows:

1. Minimum right-of-way diameter across bulb section: 100 feet in a permanent cul-de-sac; 84 feet in a temporary cul-de-sac, with bulb area lying outside straight-street right-of-way provided as temporary easement pending forward extension of the street. Right-of-way may be reduced, provided utilities and necessary drainage are accommodated on permanent easements within the development. See Section 2.18.
2. Minimum diameter of surfacing across bulb: 80 feet of paving in curb-type road; 80 feet total in shoulder-type road to include 64 feet of paving and eight-foot shoulders with compacted crushed surfacing material.
3. Where required on cul-de-sacs, sidewalks shall be constructed on both sides, except private porous roadways.
4. A permanent cul-de-sac shall not be longer than 600 feet measured from centerline of intersecting loop or through street to the center of the bulb section. On the basis of pertinent traffic planning factors such as topography, sensitive areas and existing development, the County Road Engineer will consider variances to this requirement.
5. The County Road Engineer or Development Engineer may require an emergency vehicle access and/or an off-street walkway to connect a cul-de-sac at its terminus with other roads, streets, parks, schools, bus stops, or other pedestrian traffic generators.
6. If a road or street temporarily terminates at a property boundary, serves or will serve more than six lots, or is longer than 150 feet, a temporary bulb shall be constructed near the development boundary. The paved bulb shall be 80 feet in diameter with sidewalks. Removal of the temporary constructed cul-de-sac and construction of the extension of the sidewalk shall be the responsibility of the applicant/developer who extends the road. See figure 2-008.
7. The maximum cross slope in a bulb shall not exceed six percent in any direction.
8. Partial bulbs or eyebrows shall have a minimum paved radius and an island configuration as shown on figure 2-009 and located only at mid-block. Partial bulbs shall not be used as temporary or permanent road ending cul-de-sacs. Island shall be offset two feet from edge of roadway.
9. Temporary cul-de-sac easements are extinguished, when applicable, through the right-of-way vacation process in accordance with King County Code 14.40.
10. When a commercial access street change from a public to private designation a public turnaround shall be required, regardless whether

another fire access turnaround is provided elsewhere, except as noted in Section 2.08(A).

B. Cul-de-sac Island: A cul-de-sac island is an optional feature for any cul-de-sac when bulb paved diameter is 80 feet or less; mandatory when bulb paved diameter exceeds 80 feet. If provided, island shall have full depth cement concrete vertical curb and gutter. Minimum island diameter shall be 20 feet and there shall be at least 22 foot wide paved traveled way in a shoulder-type section and a 30 foot wide paved traveled way in a curb-type section around the circumference. An island shall be grassed or landscaped. The adjoining property owners or homeowner's association shall be responsible for the landscaped and or grassed area within the island and the island's curbing. Additionally, if the island curbing is damaged the adjoining property owners or homeowner's association shall be responsible for its repair or replacement.

C. Hammerheads: A hammerhead may be used to satisfy the turnaround requirements where a private road or street serves or will serve six or fewer lots. See figure 2-012.

2.09 Alleys and Private Access Tracts

The geometric design criteria for subaccess streets shall be used to design alleys. An alley is considered a private road that provides secondary access.

A. Alleys

1. An alley shall serve a maximum of 30 dwelling units; have a maximum length of 400 feet, no dead ends or cul-de-sacs.
2. The tract width shall be sufficient to construct the alley and related grading. The minimum tract width shall be 20 feet with a pavement surface width of 18 feet (including curb) based on a five foot structure setback. For differing structure setback requirements, the alley surfacing width may be reduced if designed to provide for safe turning access to properties.
3. Paved surface shall have a curb on one side and cross slope in one direction to control surface runoff. It shall be a minimum length of 20 feet. See figure 2-011.
4. Public roads to which an alley connects or which provide access to the front boundary of the properties served by the alley shall be 28 foot minimum paved width with vertical curb. Where connecting streets are curb type sections, driveway cuts shall be required.
5. Modifications to existing alleys serving commercial or industrial properties, in accordance with the above, will be determined on a case-by-case basis subject to approval by the Development Engineer.
6. Alleys shall not intersect other alleys.
7. Alleys shall be privately maintained.

B. Private Access Tracts

1. A private access tract shall serve a maximum of six dwelling units.
2. The tract shall have a minimum width of 20 feet with a maximum length of 150 feet. The length shall be measured from the centerline of intersecting street to furthest extent of paved tract. The tract width shall be increased up to 30 feet to accommodate drainage and utilities.
3. The pavement width shall be a minimum of 18 feet with a cross slope in one direction. The pavement width includes curb and gutter; thickened edge curbing is acceptable in both urban and rural areas.
4. The pavement surface may be constructed with a porous surface to reduce surface water runoff.
5. The private access tract shall meet the driveway requirements specified in section 3.01C (4) of these Standards.
6. When crossing an open ditch section, culverts shall be adequately sized to carry anticipated storm water flows and in no case be less than 12 inches in diameter. Pipe shall be long enough to allow for the minimum 3:1 beveled ends, figure 7-001.
7. Storm drainage from private access tracts surfaces must be accounted for in the roadway drainage design. Direct discharge to roadway surfaces and sidewalks is not allowed.
8. The private access tract shall meet the entering sight distance requirements specified in Section 2.13 of these Standards.

2.10 Intersections and Low-Speed Curves

A. Intersections

1. Angle of intersection (measured at 10 feet beyond road classification right-of-way)	Minimum 85 degrees Maximum 95 degrees
2. Minimum centerline radius (2-lane) (radii are for minor or subaccess roads/streets)	55 feet
3. Minimum curb radius	
a. Arterials and roads classified neighborhood collector or higher:	35 feet
b. Residential access street intersections where the highest classification involved is subcollector:	25 feet
4. Minimum right-of-way line radius:	25 feet

B. Spacing between adjacent intersecting roads/streets, whether crossing or T-connecting, shall be as follows:

When highest classification involved is:	Minimum centerline offset shall be:
Principal arterial	1,000 feet
Minor arterial	500 feet
Collector arterial	300 feet
Neighborhood collector	150 feet
Any lesser street classification	100 feet

C. On sloping approaches at an intersection, landings shall be provided with grade not to exceed one foot difference in elevation for a distance of 30 feet approaching an arterial or 20 feet approaching a residential or commercial street, measured from the future right-of-way line (intersected by an imaginary two percent grade extended from crowned road to right-of-way line) of intersecting street as provided in Section 2.02 or 2.03. See figure 2-014.

D. Roundabout intersections taking the place of standard intersections shall be designed in accordance with current USDOT/FHWA guidelines and the WSDOT Design Manual.

E. Entering Sight Distance. See Sections 2.02, 2.03, 2.04 and 2.13 for design requirements. See Tables 2.1 or 2.2 for specific entering sight distance values based on required design speed.

F. Low Speed Curves: applicable to subaccess and minor access roads/streets only. See Sections 2.03 and 2.04.

	Up to 75°	75° & Over
1. Minimum centerline radius (two-lane):	100 feet	55 feet
2. Minimum curb radius:	80 feet	35 feet[1]
3. Minimum right-of-way line radius:	70 feet	25 feet

2.11 Maximum Grade and Grade Transitions

A. Maximum roadway grade as shown in Sections 2.02 and 2.03 may be exceeded for short distances of 300 feet or less, upon showing that no practical alternative exists. Grades greater than 15 percent that exceed the 300-foot distance must be approved by the County Road Engineer through the road variance process. Additionally, the maximum grade shall not exceed 15 percent unless verification is obtained from the Fire Marshal that additional fire protection requirements will be met and the applicant's engineer must demonstrate what method will be used to ensure drainage will be controlled. Grades exceeding 12 percent shall be paved with hot mix asphalt (HMA) or portland cement concrete.

[1] On residential access road/street intersections where the highest classification involved is a subcollector, the minimum curb radius is 25 feet.

B. Grade transitions shall be constructed as smooth vertical curves, without angle points, except in intersections where the difference in grade is one percent or less and upon approval of the County Road Engineer or Development Engineer.

2.12 Stopping Sight Distance

A. Stopping Sight Distance (SSD) is the sum of two distances: the distance traveled during perception and reaction time and the distance required to stop the vehicle. The perception and reaction time used in design is 2.5 seconds. The stopping sight distance is calculated using a constant deceleration rate of 11.2 feet/second^2. SSD, see Tables 2.1 and 2.2, applies to street classifications as shown in Sections 2.02 and 2.03.

B. Available stopping sight distance is calculated for a passenger car using an eye height of 3.50 feet and an object height of 2.00 feet

C. When calculating stopping sight distance, use h_1=3.50 feet and h_2=2.00 feet.

D. The grade of the roadway has an effect on the vehicle's stopping sight distance. The stopping distance is increased on downgrades and decreased on upgrades. When evaluating sight distance with a changing grade, use the grade for which the longest sight distance is needed. Road grades other than those shown in exhibit 2-1 must be interpolated.

Exhibit 2-1. Stopping Sight Distance on Grades

	DOWNGRADE		
DESIGN SPEED (MPH)	3 Percent	6 Percent	9 Percent
60	598	638	686
55	520	553	593
50	446	474	507
45	378	400	427
40	315	333	354
35	257	271	287
30	205	215	227
25	158	165	173
20	116	120	126

	UPGRADE		
DESIGN SPEED (MPH)	3 Percent	6 Percent	9 Percent
60	538	515	495
55	469	450	433
50	405	388	375
45	344	331	320
40	289	278	269
35	237	229	222
30	200	184	179
25	147	143	140
20	109	107	104

E. Sag vertical curves on residential or commercial roads and streets that do not meet the minimum SSD may be approved by the Development Engineer if no practical design exists and if acceptable illumination is provided throughout the curve and is maintained by a franchised utility. The design shall meet the requirements of Section 5.05.

F. Intersecting Stopping Sight Distance.

1. Stopping sight distances for the design speeds of proposed commercial access roads and streets, neighborhood collector roads and streets and arterials must be met when intersecting arterials.

2. The minimum stopping sight distance on proposed intersection approaches for all other access to intersecting roadways shall be 125 feet.

2.13 Entering Sight Distance (ESD)

Entering sight distance applies on driveways, roads and streets approaching intersections as set forth in Sections 2.02 and 2.03 with the exception of subcollectors, subaccess, residential minor access, and commercial minor access roads and streets. Specific ESD values for required design speeds are listed in Section 2.04, Tables 2.1 and 2.2.

A. The driver's eye is 3.50 feet above the roadway surface and the object height is 3.50 feet above the surface of the intersecting roadway, measured 14.5 feet back from edge of traveled way, see figure 2-013.

B. Approaching vehicle height is 4.35 feet.

C. Requirements in Section 2.04, Tables 2.1 and 2.2 apply to an intersection or driveway approach to a typical road under average conditions. In difficult topography the County Road Engineer may authorize a reduction in the ESD based on factors mitigating the hazard. Such factors may include an anticipated posted or average running speed less than the design speed or the provision of acceleration lanes and/or a median space allowing an intermediate stop by an approaching vehicle making a left turn.

D. Where a significant number of trucks will be using the approach road, the County Road Engineer may increase the entering sight distance requirements by

up to 30 percent for single-unit trucks and 70 percent for semi-trailer combinations.

2.14 Medians (Optional Design Feature)

Median width shall be additional to, not part of the specified width of traveled way. Edges shall be similar to outer road edges: either extruded or formed vertical curb; or shoulder and ditch; except that median shoulders shall be four feet in width minimum. Twenty feet of drivable surface (which includes traveled way and paved shoulders, if any) shall be provided on either side of the median. The median may be grassed, landscaped, or surfaced with aggregate or pavement. Median shall be designed so as not to limit turning radii or sight distance at intersections. No portion of a side street median may extend into the right-of-way for an arterial street. The County Road Engineer or Development Engineer may require revisions to medians as necessary to provide for new access points and to maintain required sight distance. Non-yielding or non-breakaway structures shall not be installed in medians. Street trees may be planted in the median subject to approval by the County Road Engineer.

2.15 One-Way Roads and Streets

Local access roads and streets, including loops and bulbs, may be designated one-way upon a finding by the County Road Engineer that topography or other site features make two-way traffic impractical.

2.16 Bus Zones and Turn-Outs

During the design of arterials and neighborhood collectors, the designer shall contact the transit agencies and the local school district to determine bus zone (stop) locations and other bus operation needs. The project shall provide wheelchair accessible landing pads at designated bus zones, and where required shall include turn-outs and shelter pads. Pedestrian and disabled access improvements within the right-of-way to and from the bus loading zone or turn-out from nearby businesses or residences shall also be provided as part of the road improvement. Surfacing for bus zones and turnouts shall at a minimum meet the requirements of Section 4.01 of these Standards. Metro's publication, "Metro Transportation Facility Design Guidelines," or other applicable agencies guidelines may require additional surfacing requirements.

2.17 Exception to Paving on Rural Minor Access Roads and Streets (Residential)

A rural minor access street (residential) that is a private street can be designed and constructed to meet the following standard: It shall be graded and, as minimum treatment, be surfaced full width including shoulders, 24 feet with crushed surfacing material as provided in Table 4-1 and Figure 2-004. See Section 2.05 for exception. Half roads shall be surfaced not less than 20 feet wide. Where connecting to a paved public street the connecting area shall be paved between traveled way and right-of-way line (extended) of the public street or provide a landing that is a minimum length of 20 feet, with a radius that meets the requirements of Section 2.10. Paving shall be in accordance with Section 4.01 of these Standards.

2.18 Slope, Wall, and Drainage Easements and Right-of-Way Reduction

A. Easements: Either the functional classification or particular design features of a road may necessitate slope, sight distance, and wall or drainage easements beyond the right-of-way line. The County Road Engineer or Development Engineer may require such easements in conjunction with dedication or acquisition of right-of-way. The design engineer must document there is sufficient right-of-way to include cuts and fills and necessary clear zone.

B. Right-of-Way Reduction: The right-of-way width may be reduced to minimum roadway width, plus storm drainage, sidewalk, one-foot behind sidewalk, provided that potential serving utilities are accommodated within permanent public easements. The reduced right-of-way, plus easement, at a minimum shall allow for construction and maintenance of the sidewalks, one-foot behind sidewalk, planting strips, drainage facilities, and sign placement. Additionally, they shall allow for sidewalk widening around mailbox locations.

2.19 Access and Circulation Requirements

No residential street shall serve more than 100 lots or dwelling units unless the street is connected in at least two locations with another street that functions at a level consistent with Sections 2.02 or 2.03. Additionally, every effort shall be made to provide a second access through the building permit process.

A. The second access requirement may be satisfied through use of connecting a new street to an existing street in an adjacent neighborhood if:

   1. No other practical alternative exists, or
   2. Existing street was previously stubbed indicating intent for future access, or
   3. An easement has been recorded specifically for said purpose.

B. The second access requirement may cause the construction of an off-site road connecting the development to a suitable serving street.

C. These provisions are not intended to preclude the state statute on land locking.

D. This section does not preclude a non-residential project from gaining access through a residential development. Traffic impacts for such projects will be analyzed during the environmental and permitting process.

2.20 Exception for Maximum Dwelling Units on Urban Subcollectors

Proposed subcollectors serving new urban area developments with an average density of seven to eight dwelling units per acre and that meet the access requirements of Section 2.19 may serve up to 250 dwelling units, if approved by the Development Engineer. In this situation, the curbing shall be vertical. Prior to approval, the applicant must submit a traffic circulation study demonstrating a balanced traffic flow of less than 1500 vehicles per day past any access point. Street trees shall be mandatory along subcollectors serving higher densities of seven to eight dwelling units per acre and shall be in conformance with Section 5.03.

CHAPTER 3. DRIVEWAYS, SIDEWALKS, CURBS, RAMPS, BIKEWAYS, TRAILS

3.01 Driveways

This section provides driveway standards for connections to public and private roads. It is not the intent of these Standards to govern design or location of driveways on private property except where they connect to the road right-of-way. However, fire access requirements governed by the Uniform Fire Code and Zoning Code (KCC21A), establish criteria for driveway widths. No new driveway connection shall be constructed which does not conform to this chapter and minimum sight distance criteria established in 2.13.

A. Dimensions slope, and detail shall be as indicated in Figures 3-003, through 3-009, as further specified in the following subsections. See Section 2.13 for entering sight distance and 2.12 for stopping sight distance requirements.

B. New Driveways Requirements:

1. Driveways directly giving access on to arterials may be denied if alternate access is available.
2. All abandoned driveway areas on the same frontage shall be removed, and the curbing and sidewalk or shoulder and ditch section shall be properly restored.
3. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve.
4. Driveways shall be paved with asphalt between the edge of the paved surface and the right-of-way line, except when on curb and gutter section roadways. See Figure 3-003. The pavement may be porous asphalt to reduce surface water runoff.
5. For driveways crossing an open ditch section, culverts shall be adequately sized to carry anticipated storm water flows and in no case be less than 12 inches in diameter, and at a minimum the culvert shall be equal to or larger than existing pipes within 500 feet upstream. Pipe shall be long enough to allow for the minimum 3:1 beveled ends, figure 7-001. The property owner making the installation shall be responsible for ensuring the proper pipe size. The Development Engineer may require the owner to verify the adequacy of pipe size.
6. Storm drainage from driveway surfaces must be accounted for in the roadway drainage design. Direct discharge to roadway surfaces and sidewalks is not allowed.

C. Location and Width of New Driveways. Refer to Figure 3-008.

1. A residential driveway shall typically serve only one parcel except as noted below. The minimum width of a residential driveway is 10 feet and the maximum width is 30 feet. A driveway serving more than one parcel shall be classified as a commercial driveway, or a private street, except as provided in 3.a. below.

2. On frontages 75 feet or less, no more than one driveway per lot shall be constructed. On frontages over 75 feet, the Development Engineer may permit two or more driveways per lot, subject to approval.

3. No portion of driveway width shall be allowed within 5 feet of side property lines where it intersects with the street right-of-way line in residential areas or nine feet in commercial areas except as follows:

   a. A joint-use driveway tract may be used to serve two parcels:

      i. Minimum driveway tract width in urban areas shall be 20 feet with an 18 foot paved surface cross slope in one direction and curb or thickened edge on one side. Minimum driveway length shall be 20 feet from right-of-way line. When required, radius returns on paved apron shall have 10 foot radii.

      ii. Minimum driveway tract width in rural areas shall be 20 feet; 30 feet if a ditch is required. Minimum driveway length shall be 20 feet from right-of-way line. Radius returns on paved apron shall have 10-foot radii.

      iii. Driving surface (rural areas) shall be 18 feet, paved or gravel, with a paved apron from the edge of pavement of intersecting street to right-of-way line or 20 feet, whichever is greater.

      iv. The Development Engineer may allow use of an easement if the only access to a serving roadway is through an adjacent parcel not owned by the applicant, or for urban residential short plats to satisfy minimum lot width requirements.

   b. Driveways may utilize full width of narrow "pipe stem" parcels or easements if approved by Development Engineer.

   c. On cul-de-sac bulbs, eyebrows, or hammerheads as necessary for proposed residential access.

4. Grade transitions, excluding the tie to the roadway, shall be constructed as smooth vertical curves. Ties to the roadway shall be constructed as shown in driveway figures 3-003 through 3-009. The maximum change in driveway grade, within the right-of-way, shall be eight percent within any 10 feet of distance on a crest and 12 percent within any 10 feet of distance in a sag vertical curve. Whenever there is a potential for future roadway widening, the driveway shall be graded to match the future widened road section without encroachment into graded shoulder or sidewalk. The design engineer for proposed developments shall consider the access

driveway profile when designing the serving road to ensure that required grade transitions can be complied with considering building set back and lot terrain conditions. Driveways with slope exceeding two percent shall be designed to ensure surface water does not impact the right-of-way adjacent to the driveway.

5. Driveways in rolled curb sections may be constructed abutting and flush with sidewalk or back of curb without gapping or lowering height of curb.

D. Existing driveways may be reconstructed at their existing location provided such reconstruction is compatible with the adjacent road. For new development and/or changes in land use, existing driveway connections, which do not conform to this chapter, shall be reconstructed to the requirements for new driveways.

E. The minimum width for a commercial/business district driveway is 25 feet, and the maximum width is 35feet.

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

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

H. When an existing driveway is removed or abandoned, the driveway opening shall be restored to match the frontage improvements.

3.02 Concrete Sidewalks

Sidewalks shall be required and constructed on urban category, curb and gutter type streets, Figures 2-002 and 2-003, unless otherwise allowed by these Standards or the County Road Engineer. They shall be located and constructed as follows:

1. On all arterials, neighborhood collectors, subcollectors, subaccess, attached dwelling, business access streets, and industrial access streets, both sides.
2. On minor access streets (commercial), both sides unless alternative routes are provided for pedestrians.
3. On minor access streets (residential) exceeding 150 feet, both sides.
4. On any cul-de-sacs, both sides.
5. Extended off-street walkways may be required by the Development Engineer to provide direct connections for ease and safety of pedestrians.

6. Sidewalks shall be constructed next to the curb except in those situations where the County Road Engineer approves the construction of a planting strip adjacent to the curb.
7. Sidewalks shall be a minimum width of five feet on residential access streets and arterials. Minimum sidewalk width shall be six and one-half feet on arterials if curb is next to traveled lane. Sidewalks shall be a minimum width of eight feet on commercial access streets.
8. At least eight feet wide:
   a. Where the street frontage has the characteristics of a business/commercial district and where the building frontage is within 80 feet of the street right-of-way.
   b. Within the curb radius returns of all arterial intersections where curb ramps are required.
   c. Within designated bus zones to provide a landing area for wheelchair access to transit services.
9. With specified width greater than eight feet where the County Road Engineer or Development Engineer determines this is warranted by expected pedestrian traffic volume.
10. With Portland cement concrete surfacing as provided in Sections 3.03 and 4.01. See specifications for joints in Section 3.04 and figure 3-001.
11. A minimum of one foot of gravel or native material shall be provided back of and immediately adjacent to the sidewalk. The material shall be flushed with the top of sidewalk.

3.03 Construction of Curbs, Gutters, and Sidewalks

A. Subgrade compaction for curbs, gutters, and sidewalks shall meet a minimum 90 percent of maximum density. A minimum four inch section of crushed surfacing is required below the curb, gutter and sidewalk.

B. Concrete for curbs, gutters, and sidewalks shall be Class 4000, furnished and placed in accordance with WSDOT/APWA Standard Specifications, Sections 6-02, 8-06, and 8-14, except as otherwise noted in these Standards. Cold and hot weather precautions as set forth in WSDOT/APWA Standard Specifications Sections 5-05.3(14) and 6-02.3(6) A shall apply. As soon as the surface can be worked, it shall be troweled smooth with a steel trowel. After troweling and before jointing or edging, the surface of the sidewalk and curb ramps shall be brushed in a transverse direction with a stiff bristled broom. Concrete sidewalks and curbs shall be cured for at least 72 hours. Curing for sidewalks shall be by means of moist burlap or quilted blankets or other approved methods. During this curing period, all traffic, both pedestrian and vehicular, shall be excluded. Curing for curbs shall be in accordance with one of the methods specified in Section 5-05 of the WSDOT/APWA Standard Specifications. Curing of concrete driveways shall be in accordance with

Section 5-05.3(13) as set forth in WSDOT/APWA Standard Specification. The driveway entrances may be opened to traffic in accordance with Section 5-05.3(17) of the WSDOT/APWA Standard Specifications.

C. Extruded cement concrete curb shall be anchored to existing pavement by either steel tie bars or adhesive in conformance with WSDOT/APWA Standard Specification Section 8-04. Joints shall be spaced at ten (10) foot intervals and in accordance with figure 3-001.

D. Extruded asphalt curbs shall be constructed in accordance with WSDOT/APWA Standard Specification Section 8-04 and anchored by means of a tack coat of asphalt.

E. Transitions between curb streets or curbs with sidewalks to rural road sections shall meet the following:

1. At intersections, curb wraps shall extend around the radius to better define the lane edge and enhance safe turning movements. The appropriate access ramp described in Section 3.05 shall be provided at terminus.
2. For straight connections, end section shall conform to figure 3-014.
3. The minimum shy distance between the edge of traveled way and the curb shall be 1.5 feet.

F. Replacement of any portion of an existing driveway, sidewalk, or curb shall be from dummy joint to dummy joint.

3.04 Expansion and Dummy Joints.

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

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

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

D. Tool marks consisting of one inch V-grooves must be made in sidewalk at five-foot intervals, intermediate to the expansion joints.

E. Interface between curb and adjacent sidewalk on integral pour construction shall be formed with 1- inch radius edging tool. On separate pour construction an expansion joint consisting of 3/8 inch or 1/4 inch of pre-

molded joint material shall be placed full depth between the curb or thickened edge and the adjacent sidewalk.

3.05 Curb Ramps – New Construction and Alterations

On all curbed streets, ramped sections to facilitate passage of disabled persons shall be constructed through curb and sidewalk at street intersections and other crosswalk locations, figure 3-010. Two ramps shall be provided per curb radius. Where a ramp is constructed on one side of the street, a ramp shall also be provided on the opposite side of the street, unless there is no curb or sidewalk on that receiving end. The placement of gratings, solid covers, utility access plates, and similar structures shall be located outside the pedestrian route on all newly constructed roadways.

Curb ramps shall be positioned so that a ramp opening is situated within the marked crosswalk or crossing area if unmarked, figure 3-010. The ramps shall have detectable warning surface consisting of raised tactile surfaces, see WSDOT Standard Plans. The detectable warning surface shall contrast visually with the adjacent gutter, street or roadway, or walkway surfaces. They shall be located outside areas designated or intended for vehicular travel, including driveways. Placement of the detectable warning surface shall be in compliance with WSDOT/APWA Standard Specification Section 8.14.3(5).

Additionally, the following requirements apply to perpendicular and parallel curb ramps.

<u>Perpendicular Curb Ramps</u>:

1. Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.
2. The running slope shall not exceed 8.3 percent.
3. The ramp length shall not exceed 15.0 feet.
4. The cross slope at intersections shall be two percent maximum. The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.
5. A landing that is a minimum of four feet by four feet shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. Running and cross slopes at intersections shall be two percent maximum. Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.
6. Flared sides shall not exceed a slope of 10 percent maximum, measured parallel to the curb line, but shall not require the flared length exceed 15 feet.
7. Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of

curb. Grade breaks shall not be permitted on the surface of curb ramps, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

8. The counter slope of the gutter or street at the foot of a curb ramp or landing shall be five percent maximum.
9. Beyond the curb face, a clear space of four feet minimum by four feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.

Parallel Curb Ramps:

1. Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel.
2. The running slope shall not exceed 8.3 percent.
3. The ramp length shall not exceed 15.0 feet.
4. The cross slope shall be two percent maximum.
5. A landing that is a minimum of four feet by four feet shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. Running slope and cross slopes at intersections shall be two percent maximum. Running and cross slope at mid-block crossings shall be permitted to be warped to meet street or highway grade.
6. Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.
7. Grade breaks shall not be permitted on the surface of curb ramps, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
8. The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be five percent maximum.
9. Beyond the curb face, a minimum clear space of four feet by four feet shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.

The area in which an alteration to an existing roadway takes place is known as the project footprint. If a crosswalk (marked or unmarked) will be reconstructed, paved (overlay or inlay), or otherwise altered as part of a project, then the curb ramps that serve the crosswalk are within the construction impact zone and shall comply with the applicable requirements to the maximum extent feasible. Alterations do not include: Spot pavement repair, liquid-asphalt sealing, chip seal (bituminous surface treatment), or crack sealing; or; lane restriping that does not alter the usability of the shoulder.

When reconstructing or altering roadways the placement of gratings, solid covers, utility access plates, and similar structures shall be located outside the pedestrian

route to the maximum extent feasible. When located within the pedestrian access route the structures shall be stable, firm, and slip resistant and meet the requirements of no abrupt edges of more than 1/4 inch. They shall have spaces no greater than 1/2 inch wide in one direction. Grates with elongated opening shall be placed with long dimension perpendicular to the dominant direction of travel.

3.06 Concrete Steps, Metal Handrail and Barrier-Free Access Ramps

A. Steps shall only be used where acceptable alternative access is available for barrier-free access, and there is a need for a separate stairway. Where used, concrete steps shall be approved by the County Road Engineer and constructed in accordance with figure 5-007 or other design acceptable to the County Road Engineer or Development Engineer and consistent with the WSDOT/APWA Standard Specifications. Handrails, whether for steps or other applications, shall be provided consistent with Figure 5-008 and the WSDOT/APWA Standard Specifications.

B. Ramps used to provide barrier-free access shall have a maximum slope of 12:1 with a maximum rise of 30 inches between landings. Landings shall have a minimum length of four feet and shall be of sufficient width to allow wheelchairs to pass, generally four feet minimum width for two-way traffic.

3.07 Asphalt Shoulders

When allowed, paved shoulders shall be placed in conformance with Sections 2.02.

A. In urban areas, asphalt paved shoulders may be used where approved by the County Road Engineer on existing roads to provide for bicycle and pedestrian use.

B. In rural areas, asphalt paved shoulders, which may serve as walkways and bikeways shall be provided on both sides of any arterials and neighborhood collectors or other roads designated in the King County Nonmotorized Transportation Plan or as directed by the County Road Engineer or Development Engineer.

C. Where shoulders are paved on one side only, they shall be delineated by a four-inch white thermoplastic edge line.

3.08 Separated Pedestrian Walkways and Trails

Separated pedestrian walkways and trails shall be provided where designated in the King County Comprehensive Plan or where required by the County Road Engineer or Development Engineer because of anticipated significant public usage.

Separated facilities are typically located on an easement or within the right-of-way when separated from the roadway by a drainage ditch or barrier. Where

multi-purpose trails intersect with motorized traffic, sight distance, marking and signalization (if warranted) shall be as provided in MUTCD.

Separated asphalt walkways are designed primarily for pedestrians and are typically located within the right-of-way or easement. Minimum width shall be five feet with asphalt surfacing as indicated in Section 4.01.

3.09 School Access

When school access is required as part of development approval, the surfacing shall be an asphalt walkway, concrete sidewalk or full-width delineated shoulder unless another alternative is available and approved by the County Road Engineer through a road variance request.

3.10 Bikeways

Every effort shall be made to include safe bikeways on all new roadways and reconstruction projects, unless bicyclists are prohibited by law from using the roadway. An exception also may be granted if the designers can demonstrate that there is no need for accommodation or the cost exceeds 20 percent of the project's construction cost. They shall be located and designed according to the Nonmotorized Transportation Plan, King County Comprehensive Plan, Roads Capital Improvement Program, Transportation Needs Report or as directed by other County code or policy.

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

Bikeways are generally shared with other transportation modes. When substantial bike usage is expected, which would benefit from construction of a bikeway, the facility may be required to be designed exclusively for bicycle use. However, where there is limited right-of-way availability or environmental constraints the bikeway may be a shared roadway facility. Bikeways are categorized below based on degree of separation from motor vehicles and other transportation modes. This classification does not denote preference of one type over another.

The Standards classify bikeways into five groups:

1. Shared Roadway: A roadway that accommodates bicyclists without special markings or designations. Shared roadways accommodate bicycles by either providing a wide paved shoulder or a wide curb lane. A paved shoulder should be at least 4 feet wide to accommodate bicycle travel. A wide curb lane should have a total width of 14 feet without parking. See Figure 3-021.
2. Signed Shared Roadway: Shared roadways that are identified by signing as preferred bicycle routes.
3. Bike Lanes: A portion of the road that is designated by pavement striping for exclusive bicycle use. Bicycle lanes may be signed as part of a

directional route system. Bicycle lanes are five feet wide on a curbed road and minimum of four feet wide as a shoulder bike lane. See figure 3-021.

4. Bike Path: Bicycle facilities on exclusive rights of way and with minimal cross flow by motor vehicles. However, they may be useful extensions of the road network in some situations, such as providing bicycle connections between roads in places where motor-vehicle travel is prohibited.
5. Shared Use Path: Shared use paved tread trails, double track, are typically designated for bicycle and pedestrian use and in general follow a right-of-way independent from any road. They shall be designed to meet the requirements of figure 3-018 and 3-019.
6. Striping and signing shall be implemented as follows:
    1. Pavement markings shall be used on bike lanes and paths according to MUTCD and AASHTO Guide for the Development of Bicycle Facilities, current edition.
    2. The design of all signalized intersections will address bicycle usage.

3.11 Equestrian Facilities

Every effort shall be made to include safe equestrian facilities on all new roadways and reconstruction projects located within designated equestrian communities, unless equestrians are prohibited by law from using the roadway. An exception also may be granted if the designers can demonstrate that there is no need for accommodation or the cost exceeds 20 percent of the project's construction cost.

Equestrian facilities shall meet the following requirements:

1. Shoulders adjacent to the traveled way intended for equestrian use shall be surfaced full-width, with a minimum width of four feet on local access roads and a minimum width of eight feet on neighborhood collectors and arterials. The surfacing shall meet the rural shoulder specifications outlined in Table 4-1 of these Standards.
2. When a separated trail is required it shall be constructed with an 18 percent maximum grade, minimum 10 foot vertical clearance and five foot wide pathway zone and meet the requirements of figure 3-017. The trail shall be constructed of native soil or, where drainage or erosion problems are present, a minimum of 2.5 inches of crushed surfacing top course on graded and compacted native soil shall be used. Native soil, which is not free draining, shall be removed and replaced with free draining soil as necessary to provide a maintainable and well-drained subgrade. Additional crushed surfacing, cinders or other stabilizing materials shall be required if heavy usage is anticipated or if there is any evidence of instability in the subgrade, including free water, swamp conditions, fine-grained or organic soils, slides or uneven trails. When a multi-use trail is required, it shall meet the requirements of figures 3-018 or 3-019.

3. Where the trail intersects with a paved roadway, the trail approach shall be paved from the edge of the traveled lane to the right-of-way line.
4. Appropriate signs shall be provided to indicate the location of street crossings for trails.
5. On roads with high volumes of equestrian traffic, the County Traffic Engineer may require a crossing signal where the trail and roadway intersects. The signals shall be designed in consultation with and approved by the County Traffic Engineer.

CHAPTER 4. SURFACING

4.01 Residential Roads, Streets, Sidewalks, Shoulders, Walkways, and Bikeways

The minimum paved section, with alternative combinations of materials, for new and reconstructed residential roads, streets, lanes, shoulders, sidewalks and bikeways shall be as indicated in Table 4-1. These sections are acceptable only on stable compacted subgrade constructed with suitable materials. A geotechnical analysis of the proposed road design may be required at the discretion of the Development Engineer.

Any proposed exception to these materials as outlined in Section 4.04 below will be subject to soils strength testing and traffic loading analysis, and subject to review and approval by the County Road Engineer or designee. At any time during construction, should a question on the suitability or placement of native soil or import materials exist, the inspector may require a geotechnical evaluation to address soil conditions. When required, the report shall be prepared, stamped, and signed by a licensed civil engineer registered in the State of Washington and include an assessment of the site conditions and recommendations for corrective actions. A copy of maximum density curves and all associated compaction test reports shall be included with the report. All materials shall meet the requirements of the WSDOT Standard Specifications unless otherwise approved.

Table 4-1
Residential Roads, Streets, Shoulders, Sidewalks, Walkways and Bikeways

TYPE OF FACILITIES	HOT MIX ASPHALT (HMA) CLASS ½" (WEARING COURSE)	HMA CLASS ½" (LEVELING COURSE)[2]	BITUMINOUS SURFACE TREATMENT	CRUSHED SURF. TOP COURSE (CSTC)	CRUSHED SURF. BASE COURSE (CSBC)	PORTLAND CEMENT CONCRETE
RESIDENTIAL ROADS and STREETS – Typical Design Section	2"	2"			8 ½"	
AGRICULTURAL PRODUCTION DISTRICTS AND PRIVATE RURAL MINOR ACCESS-Roads, on Grades not Steeper than12 percent			Class A	1½"	2½"	
SHOULDERS						
Typical Design Section - Non-Equestrian Route	2"	2"			8 ½"	

Attachment A

TYPE OF FACILITIES	HOT MIX ASPHALT (HMA) CLASS ½" (WEARING	HMA CLASS ½" (LEVELING COURSE)[2]	BITUMINOUS SURFACE TREATMENT	CRUSHED SURF. TOP COURSE (CSTC)	CRUSHED SURF. BASE COURSE (CSBC)	PORTLAND CEMENT CONCRETE
Typical Design Section - Equestrian Routes Neighborhood Collector and Arterial				1½"	8½"	
Typical Design Section - Equestrian Routes- Minor, Subcollector, Subaccess				1½"	2½"	
SIDEWALKS						
Vertical Curb Design Section						4" Class 4000,
Rolled Curb Design Section						5" Class 4000,
WALKWAYS & BIKEWAYS						
Alternative I	2"			1½"	2½"	
Alternative II	3½"					
Alternative III						5" Class 4000, (20 MPa)

Notes:

1. The wearing course and leveling course of HMA for residential roads, streets and shoulders shall be placed as two distinct separate lifts.
2. The entire surface of the leveling course of HMA shall be clean and a tack coat shall be applied to the surface prior to placement of the wearing course of HMA as specified in Section 5-04.3(5)A of the WSDOT Standard Specifications.
3. When a walkway or bikeway is incorporated into a road shoulder, the required shoulder section, if higher strength shall govern. Subgrade compaction for bikeways and paved walkways shall meet a minimum of 90 percent maximum density.

Attachment A

4.02 Driveway Surfacing

Driveways may be surfaced as desired by the owner, except:

1. On curbed streets with sidewalks, driveway shall be paved with Portland cement concrete Class 4000 (28 MPa) or pervious concrete from curb to back edge of sidewalk. See figures 3-004 through 3-007.
2. On shoulder and ditch sections, the driveway between edge of pavement and right-of-way line shall be HMA or porous asphalt as required by figure 3-003.
3. On thickened edge roadways with underground utilities, Portland cement concrete may be used for driveways between the thickened edge and the right-of-way line provided that a construction joint is installed at the right-of-way line.

4.03 Street Widening

1. When an existing asphalt paved street is to be widened, the edge of the driving lane shall be saw cut to provide a clean, vertical edge for joining to the new asphalt. The existing asphalt may require grinding and/or removal as directed by the Inspector, depending on the condition of the surface and as needed to control surface water flow. After placement of the new asphalt section, the joint shall be sealed and the street overlaid with a minimum of 2.0 inch HMA, Class 1/2 inch, plus a prelevel course, full width throughout the widened area. All failures and cracking on road surfaces must be repaired prior to the overlay see Section 4.07. The limits of the overlay will be based on the condition of existing pavement and the extent of required changes to the surfacing and channelization. When the County Road Engineer or Development Engineer determines that potential impacts from a development warrant subgrade repairs prior to the overlay, the applicant must provide a geotechnical report that includes recommendations for repairing the subgrade. The exception to this requirement must be through the road variance process.
2. If an existing shoulder is proposed to be incorporated into a future traveled way, a pavement evaluation shall be performed. This evaluation shall analyze the structural capacity and determine any need for improvement. Designs based on these evaluations are subject to review and approval by the County Road Engineer or Development Engineer. The responsibility for any shoulder material thickness improvement shall be considered part of the requirement for roadway widening. The shoulder shall be replaced in width as specified in Sections 2.02.
3. Any widening of an existing roadway, either to add traveled way, or paved shoulder, shall have the same surfacing material as the existing roadway.
4. Any widening or channelization will require a full-width overlay, see paragraph one of this section.

Attachment A

4.04 Requirements for Residential Streets on Poor Subgrade

The minimum material thickness indicated in Section 4.01 is not acceptable if there is any evidence of instability in the subgrade. This includes but is not limited to free water, swamp conditions, fine-grained or organic soil, slides or uneven settlement. If any of these characteristics are present, the soil shall be sampled, tested, and a pavement section designed in accordance with Section 4.05. Both the soils test report and the resulting pavement design will be subject to review and approval by the County Road Engineer.

4.05 Arterials and Commercial Access Roads and Streets

Rigid pavement designs for arterial and commercial access streets shall be prepared by a licensed professional civil engineer registered in the State of Washington and in accordance with the AASHTO Guide for Design of Pavement Structures, current edition. Flexible pavements shall be designed using a layered design analysis in accordance with the AASHTO Guide for Design of Pavement Structures, current edition. The pavement design shall be based on soil parameters reflecting actual field or laboratory tests, and a traffic loading analysis. A subsurface investigation shall be performed in order to provide information on any materials that would cause settlement, stability, or drainage problems. Soil used for the design analysis shall be representative of the native subgrade conditions. The traffic loading analysis shall include traffic volume, percentage growth rate, and axle loadings. Materials shall meet WSDOT specifications. The following design inputs shall be used for calculation of a flexible pavement section:

1. Pavement Design Life = 20 years
2. Reliability (R) = 85%
3. Overall Standard Deviation (S_o) = 0.50
4. Serviceability
   a) Initial Serviceability = 4.5
   b) Terminal Serviceability = 3.0
5. Drainage Coefficient (m) $\leq$ 1.0
6. Layer Coefficients
   a) Hot Mix Asphalt, Class ½" = 0.44
   b) Crushed Surfacing Materials: a_2 = 0.14
7. Resilient Modulus (M_r)
   a) HMA: M_r = 450,000 psi
   b) Crushed Surfacing Materials: M_r = 28,000 psi
   c) Subgrade Soil: The subgrade M_r is based on actual field or laboratory tests. The subgrade M_r value used in the pavement design is not to exceed 15,000 psi.

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

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

Table 4-2
Default M_r Values Based on Soil Classification

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

(1) Nonplastic
(2) Plastic
(3) Class F soils require a special design to stabilize the subgrade and will be subject to review and approval by the County Road Engineer.

Table 4.3 provides typical layer thicknesses for both flexible and rigid pavements. Pavement sections in these tables may be utilized in lieu of the full AASHTO design procedure for use on arterial and commercial access roads and streets with a native subgrade resilient modulus of 10,000 psi or greater. Resilient modulus values for the subgrade soil shall be determined by Laboratory M_r tests or Falling Weight Deflectometer tests (FWD) performed in situ or default M_r values based on soil classification per the Unified Soil Classification System (USCS).

The soil classification shall be based on laboratory testing of representative samples of subgrade soil. USCS soil types shall be determined per ASTM D 2487. Default M_r values based on the USCS are provided in Table 4.2. Calculation of the equivalent single axle load (ESAL) levels shall be based on a 20 year design period for flexible pavements and a 50 year design period for rigid pavements.

Attachment A

Table 4-3
Flexible and Rigid Pavement Layer Thickness for Arterial and Commercial Access Roads and Streets

Design Period ESALs	Layer Thicknesses, Inches				
	Flexible Pavement		Rigid Pavement		
	HMA	CSBC	PCC Slab	Base Type and Thickness	
< 2,500,000	6.0	6.0	8.0	CSBC Only	4.0
2,500,000 to 5,000,000	7.0	6.0	8.0	CSBC Only	4.0
5,000,000 to 10,000,000	8.0	6.0	9.0	HMA over CSBC	4.0 + 4.0
10,000,000 to 25,000,000	9.0	6.0	10.0	HMA over CSBC	4.0 + 4.0
>25,000,000	10.0	6.0	11.0	HMA over CSBC	4.0 + 4.0

Notes:
1. Pavement design sections shall not be less than those required for residential roads and streets.
2. The roadway section for a multi-family residential development (commercial) can be designed and constructed to meet the requirements of a residential roadway section.

4.06 Porous Hot Mix Asphalt (PHMA)

This work shall consist of providing and placing one or more layers of plant-mixed Porous Hot Mix Asphalt (PHMA) on a prepared foundation or base in accordance with Section 5-04 of the WSDOT Standard Specifications and as modified or supplemented in these Standards, and the lines, grades, thicknesses, and typical cross-sections shown in the Plans, or as established by the Engineer. The manufacture of PHMA may include Porous Warm Mix Asphalt (PWMA) processes in accordance with these Specifications. PWMA processes include organic additives, chemical additives, and foaming. PHMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture. Work shall also include preparation and protection of subgrade, subbase and leveling course specific to PHMA.

Design Considerations

PHMA roadway designs shall meet the applicable requirements of Appendix C, Section C.2.7 of the Surface Water Design Manual. The design shall include an emergency overflow system, unless otherwise approved by the County Road Engineer. PHMA roadways will not be publicly maintained and are limited to private roadways serving nine lots or less.

A typical cross-section for a private porous asphalt roadway is provided in Figure 2-006. This section may be modified based on actual site conditions and supporting technical reports and analyses.

Infeasibility Criteria

PHMA roadways are considered infeasible and not required for projects that cannot meet the minimum design requirements prescribed in Appendix C, Section C.2.7 of the King County Surface Water Design Manual. Application of PHMA pavement on steeper slopes may not be suitable because water draining through permeable base may daylight downslope. Ideally, the slope should be less than five percent. Additionally, areas with a high water table or highly impervious soils may be unsuitable for this pavement type.

Materials

Section 5-04.2 of the WSDOT Standard Specifications is supplemented with the following:

Aggregates for PHMA shall meet the requirements in Section 9-03.8 of the WSDOT Standard Specifications and conform to the following gradation:

Sieve Size	Percent Passing
¾" square	100
½" square	90 - 100
3/8" square	55 - 90
U.S. No. 4	10 - 40
U.S. No. 8	0 - 20
U.S No. 40	0 - 13
U.S. No. 200	0 - 5

Aggregates shall consist of crushed stone with a percent fracture greater than 90 percent on two faces on the No. 4 sieve and above, when tested in accordance with the field operating procedures for AASHTO T 335.

Asphalt binder for PHMA shall be PG 70-22ER polymer modified or higher grade.

Recycled asphalt pavement (RAP) shall not be used in PHMA.

Mix Design

Section 5-04.3(7)A of the WSDOT Standard Specifications is supplemented with the following for PHMA:

The asphalt binder for PHMA shall be PG 70-22ER polymer modified or higher grade.

Binder content shall be between six percent and seven percent by total weight of the mix, and shall be the highest percentage that passes both the drain down and void requirements tests at Ndesign = 75 gyrations. The binder content tolerance shall be ±0.3 percent during production/ placement of the PHMA. The contractor shall adjust the aggregate to meet the maximum drain down test requirements within the ranges provided in section 9-03.8.

Drain down shall be 0.3 percent, maximum, according to ASTM D6390-05.
Void ratio shall be 16 percent to 25 percent per ASTM D3203 at Ndesign = 75 gyrations.

The Contractor shall determine anti-strip requirements for PHMA/PWMA and provide data for anti-stripping. The asphaltic mix shall be tested for its resistance to stripping by water in accordance with ASTM D-3625. If the estimated coating area is not above 95 percent, anti-stripping agents shall be added to the asphalt. A report of the anti-stripping evaluation shall be provided to the County Road Engineer.

Alternately, anti-strip evaluation of existing dense graded hot mix asphalt of the same maximum nominal aggregate class and from the same aggregate materials source may be used to set the anti-stripping requirements for PHMA/PWMA. The anti-strip requirement for the PHMA/PWMA shall be equivalent to the anti-stripping requirement for the HMA.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, the Construction Materials Engineering Council, ISO 17025 or AASHTO Accreditation Program and shall supply evidence of participation in the AASHTO Material Reference Laboratory program.

The pavement design will be subject to review and approval by the County Road Engineer. Mix designs for PHMA shall be submitted to the County Road Engineer on Washington State DOT Form 350-042 and with the additional PHMA test data required by this Standard. All test results and other relevant information used for preparation of the mix design shall be submitted for review and approval. The Contractor shall include with the submittal temperature viscosity curves from the polymer-modified asphalt binder supplier showing the recommended mixing and compaction temperatures developed for dense graded HMA applications. The proposed HMA mix design submittal shall include the seal and certification, stamp and signature, of a valid licensed Washington State Professional Engineer.

Construction Requirements

Section 5-04.3 (1) of the WSDOT Standard Specifications is supplemented with the following: When fiber stabilizing additives are used for PHMA (if needed to achieve the drain down specification), a separate feed system that meets the following will be required:

Accurately proportions by weight the required quantity into the mixture in such a manner that uniform distribution will be obtained. The fibers shall be uniformly

distributed prior to the injection of the asphalt binder into the mixture. When a continuous or drier-drum type plant is used, the fiber shall be added to the aggregate and uniformly dispersed prior to the injection of asphalt binder.

Section 5-04.3(2) of the WSDOT Standard Specifications is supplemented with the following: The temperature of the mix at the time of discharge from the haul vehicle shall be within the temperature range identified in the approved PHMA.

Section 5-04.3(4) of the WSDOT Standard Specifications is supplemented with the following: Pneumatic tire rollers shall not be used.

Section 5-04.3(8) of the WSDOT Standard Specifications is supplemented with the following: The storage time for PHMA mixtures not hauled immediately to the project shall be no more than four hours for non-insulated silos or eight hours for insulated silos. Placement temperature specifications shall still be met regardless of silo storage time.

Acceptance Sampling and Testing

Section 5-04.3(8)A of the WSDOT Standard Specifications is supplemented with the following: Commercial evaluation will be the basis for acceptance of PHMA.

Section 5-04.3(9) of the WSDOT Standard Specifications is supplemented with the following: Placement temperature of the mixture shall be within the temperature range identified in the approved PHMA submittal.

Section 5-04.3(10) of the WSDOT Standard Specifications is supplemented with the following: The Contractor shall develop a roller pattern that will initially consolidate the pavement structure as well as target 15 percent to 18 percent final air voids (82 percent to 85 percent of maximum theoretical (Rice) density). The Contractor shall monitor compaction during placement of PHMA with a pavement density gage. Compaction Test Results will be submitted to the County Road Engineer as information only.

PHMA Acceptance Infiltration Test

The contractor shall conduct infiltration tests on the finished PHMA per ASTM C1701 at locations chosen by the County Road Engineer. Newly-placed PHMA shall be able to accommodate a minimum infiltration rate of 100 inches/hour.

If the measured infiltration rate is less than 100 inches /hour, conduct additional four additional tests as follows in line with the paver direction of travel. Two tests upstream and two tests downstream of the initial test locations shall be taken at distances of 20 feet and 40 feet. Results of the additional tests should be averaged. Conduct additional testing upstream and downstream to identify area to be removed. If the average infiltration rate is less than required remove and replace at the direction of the County Road Engineer and at no cost to the county.

Attachment A

PHMA Paving

Paving should be completed late in the project to prevent plugging during construction activities and the potential structural damage that could be caused by heavy equipment and trucks working within the construction site.

ADA and Permeable Pavements

Permeable pavements used for pedestrian facilities and accessible routes of travel must have surfaces that comply with ADA Standards and Guidelines. ADA-compliant pedestrian facilities must include detectable warning surfaces to distinguish pedestrian areas from vehicular areas for the visually impaired. If the surface of a permeable pavement facility is rough enough to obscure raised tactile surface, then a section of conventional asphalt or concrete shall be installed around the warning strip to highlight the transition.

4.07 Materials and Lay-Down Procedures:

Materials and lay-down procedures shall be in accordance with WSDOT/APWA Standard Specifications and the following requirements:

A. Prior to placement of the curb, gutter, and pavement section, a proof roll shall be performed and observed by the inspector to confirm the subgrade is firm and unyielding. A single or dual axle dump truck, loaded to a minimum 90 percent maximum gross weight capacity, shall be used to perform the proof roll. The subgrade must comply with the requirements of Section 8.03, 9.04, and 9.05 of these Standards.

B. During surfacing activities utility covers in roadway shall be adjusted in accordance with Section 8.05.

C. Asphalt pavers shall be self-contained, power-propelled units. Truck mounted pavers are not considered self-propelled. Truck mounted pavers shall only be used for paving of irregularly shaped or minor areas as approved by the County Road Engineer, or as follows:

   a) Pavement widths less than eight feet; and

   b) Pavement lengths less than 150 feet

D. Hot mix asphalt (HMA) for wearing course shall not be placed on any traveled way between October 1 of any year and April 1 of the following year without written approval from the Inspector. Prior to placement of HMA, a tack coat shall be thoroughly and uniformly applied to all existing paved surfaces in accordance with Section 5-04.3(5)A of the WSDOT/WPWA Standard Specifications. Asphalt for prime coat shall not be applied when the ground temperature is lower than fifty degrees Fahrenheit without written approval from the Inspector.

   When discharged from the mixing batch plant, the temperature of the HMA shall not exceed the maximum temperature recommended by the asphalt binder

manufacturer. Documentation of recommended temperatures shall be submitted prior to placement.

The asphalt shall have a temperature of not less than 260 degrees Fahrenheit. For surface temperature limitations, see Section 5-04.3(16) of the WSDOT/APWA Standard Specifications. Each truckload shall be covered with a suitable tarpaulin while in transit and while waiting to be unloaded to prevent unnecessary heat loss.

E. Unfavorable Weather

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

4.08 Asphalt Surfacing Repairs:

When repairing shallow holes and gouges in asphalt, the surface must be thoroughly cleaned. The bottom and edges of the hole/gouge shall be swabbed with asphalt tack. HMA shall then be placed into the hole or gouge and thoroughly tamped or rolled. The edges shall then be sealed in accordance with Section 5-04.3(19) of the WSDOT/APWA Standard Specifications.

For failures or holes/gouges exceeding one inch in depth, the minimum repair area shall be three feet beyond the perimeter. The existing pavement shall be sawcut or removed by a pavement grinder. Asphalt for tack coat shall be applied to all surfaces of existing pavement in the repair area. HMA shall be placed in lifts of not greater than 0.35 foot compacted depth and shall be thoroughly and uniformly compacted to not less than 92 percent of the maximum density as determined by AASHTO Test Method T-209. Edges shall be sealed in accordance with Section 5-04.3(19) of the WSDOT/APWA Standard Specifications.

4.09 Pavement Markings, Markers, and Pavement Tapers

A. Crosswalks shall be installed at all intersections controlled by traffic signals and other locations approved by the Traffic Engineer. Crosswalk markings shall consist of longitudinal thermoplastic lines 8 inches wide by 10 feet long with an eight inch separation between pairs. The center of the eight inch separation shall be in line with lane lines and the midpoints of lanes as much as practical to separate crosswalk stripes from the wheel paths of vehicles.

B. Centerline medians for left turn channelization shall delineate the opening of the turn lane and close off the median island using reverse curves, Figure 4-001.

C. Right turn lanes that begin adjacent to the through lanes shall have a deceleration taper length in feet equal to the posted speed in miles per hour multiplied by a factor of three.

D. Yield lines at roundabout entries shall follow the outside edge of the circulatory roadway and shall consist of 12 inch wide thermoplastic stripes three feet in length with a two foot gap. If added emphasis is necessary, the word “YIELD”

Attachment A

may be installed with thermoplastic letters in the lane in advance of the yield line but the use of shark's teeth markings is not recommended.

E. Bike lane stripes shall be painted wide lines. Thermoplastic arrows and bike lane markings are permitted within or adjacent to bike lanes.

All pavement markings shall be laid out with spray paint and approved by the County Traffic Engineer or designee before they are installed. Approval shall require advance notice of three working days to either have field layout reviewed and approved or to make arrangements to meet the County Traffic Engineer or designee on site during the installation.

CHAPTER 5. ROADSIDE FEATURES

5.01 Rock Facings

A. Rock facings may be used for the erosion protection of cut or fill embankments up to a maximum height of 8 feet above the keyway in stable soil conditions, which will result in no significant foundation settlement or outward thrust upon the walls. See figures 5-003 through 5-006. Fill rock facing heights greater than four feet must be reinforced with geo-fabric or geo-grid, see Figure 5-006. A structural wall of acceptable design, stamped by a licensed structural engineer, is required for rock facings heights greater than 8 feet above the keyway or when soil is unstable. As an exception, rock-facing heights may exceed eight feet to a limited extent based on favorable soils analyses and a design by a geotechnical engineer or other professional engineer qualified in rock wall design, subject to approval by the County Road Engineer. Terracing of rock facings is subject to approval by the County Road Engineer. Terracing shall not surcharge lower rock facings.

B. Materials

1. Size categories shall include:

Two-man rock	200 to 700 lb.	18 to 28in.
Three-man rock	701 to 2,000 lb.	28 to 36 in.
Four-man rock	2,001 to 4,000 lb.	36 to 48 in.

Four-man rocks shall be used for bottom course rock in all rock facings over 6 feet in height.

2. The rock material shall be as nearly rectangular as possible. No stone shall be used which does not extend through the wall. The quarried trap rock shall be hard, sound, durable and free from weathered portions, seams, cracks and other defects. Rock quality shall meet all the test requirements of Section 9-13, "Riprap, Quarry Spalls, and Slope Protection" of the current Washington State Department of Transportation (WSDOT) Standard Specifications."

C. Keyway

A keyway consisting of a shallow trench of minimum 12-inch depth shall be constructed the full rockery length, and slightly inclined towards the face being protected. It shall be excavated the full rockery width including the rock filter layer. The keyway subgrade shall be firm and acceptable to the County Road Engineer. See figures 5-003 through 5-006.

D. Underdrains

1. A minimum six inch diameter perforated or slotted drainpipe shall be placed in a shallow excavated trench located along the inside edge of the keyway. The pipe shall be bedded on "Gravel Backfill for Drains" (WSDOT/APWA 9-03.12(4)). The pipe shall be completely surrounded and covered with the gravel backfill to a minimum height of 18 inches from the bottom of the trench. Nonwoven geotextile for underground drainage shall surround the gravel backfill and shall have a minimum one-foot overlap along the top surface of the gravel. This requirement for geotextile may be waived by the County Road Engineer or Development Engineer, if shown that soils and water conditions make it unnecessary. See figures 5-003 through 5-006.
2. The perforated pipe shall be connected to the storm drain system or to an acceptable outfall. Cleanouts must be provided at main angle points.

E. Rock Selection and Placement:

Rock selection and placement shall be such that there will be minimum voids and, in the exposed face, no open voids over 6 inches across in any direction. The final course shall have a continuous appearance and be placed to minimize erosion of the backfill material. The larger rocks shall be placed at the base of the facing so that it will be stable and have a stable appearance. The rocks shall be placed in a manner such that the longitudinal axis of the rock shall be at right angles to the face. The rocks shall have all inclined faces sloping to the back of the facing. Each course of rocks shall be seated as tightly and evenly as possible on the course beneath. The rocks shall be placed so that there are no continuous joint planes either horizontally or vertically. After setting each course of rock, all voids between the rocks shall be chinked on the back with quarry rock to eliminate any void sufficient to pass a two inch square probe. See figures 5-003 through 5-006.

F. Rock Filter Layers:

The rock filter layer shall consist of quarry spalls with a maximum size of four inches and a minimum size of two inches. This material shall be placed to a 12 inch minimum thickness between the entire facing and the cut or fill material. The backfill material shall be placed in lifts to an elevation approximately six inches below the top of each course of rocks as they are placed, until the uppermost course is placed. Any backfill material on the bearing surface of one rock course shall be removed before setting the next course.

G. Fill Rockery Facing Supporting Roadway Embankment:

Embankment behind rock facings exceeding four feet in height above the keyway shall be reinforced with a geosynthetic fabric or geogrid specifically manufactured for soil reinforcement, designed on a project-specific basis by a qualified engineer. See figures 5-004 and 5-006.

H. Sidewalks Above Rockery Facings:

When a sidewalk is to be built over a rock facing, the top of the facing shall be sealed and leveled with a cap constructed of cement concrete Class 4000 in accordance with the applicable provisions of Section 6-02 of the WSDOT/APWA Standard

Specifications, but with reduced water content resulting in slump of not over two inches. See figure 5-005.

I. Fences and Handrails:

A chain link fence or metal handrail shall be installed when rockery is 18 inches or greater in height or as required by the County Road Engineer or Development Engineer. See figures 5-003 through 5-005, 5-007 and 5-008.

5.02 Side Slopes

A. Side slopes shall generally be constructed no steeper than 2:1 on both fill slopes and cut slopes. Steeper slopes may be approved by the County Road Engineer upon showing that the steeper slopes, based on soil analyses, will be stable. Side slopes on projects funded by federal grants shall be constructed in conformance with WSDOT Local Agency Guidelines.

B. Side slopes shall be stabilized by grass sod or seeding or by other planting or surfacing materials acceptable to the County Road Engineer.

5.03 Street Trees and Landscaping

A. Street trees and landscaping should be incorporated into the design of road improvements for all classifications of roads. Such landscaping in the right-of-way, by applicants/developers, shall be coordinated with off-street landscaping required on applicant's property under the provisions of King County Code Title 21A.

B. The preservation of existing trees and vegetation is strongly encouraged, where feasible. Placement of new trees and landscaping shall be compatible with road features and natural elements of the environment. In particular, mature tree heights and spacing shall not conflict unduly with overhead utilities or impact line of sight. Natural root growth shall not impact sidewalks, curbs, inlet structures, bus shelters, and underground utilities. Street tree planting shall conform to the standards in the drawings contained herein. Where street tree(s) are proposed in "existing planting strips" within the county right-of-way and are not part of a new development, the applicant shall obtain the appropriate Special Use Permit from the King County Real Property Division. This permit requires the review and approval by the County Road Engineer or designee with a commitment by the applicant for its permanent care. In these cases, the tree planting procedures (see Figure 5-011) shall still apply, except that the tree(s) may be "pocket planted" in lieu of planter strip excavation (see section 5.03 D6) and the use of a root barrier shall be installed, unless otherwise waived by the County Road Engineer.

C. The preference in approving the planting of trees within the public right-of-way shall be for planting at back of walk. Planting strips shall be approved by the County Road Engineer only as part of a landscape plan in which the standards have duly been considered, including but not limited to compatibility with above and below ground utilities, size and growth habit, traffic safety, and a lifetime maintenance commitment for the caring of the planting strip and the repairing of

any associated damages to sidewalks, curbs and gutters, drainage, and other structures.

D. When the County Road Engineer allows planting strips to be located adjacent to the curb they shall meet the following requirements:

1. The minimum width from back of curb to sidewalk shall be four feet on residential roads and streets and five feet on arterials.

2. Minimum distance from the center of any tree to the face of curb shall be three feet.

3. Only deciduous trees from the approved street tree list, and shrubs and grasses that mature less than 24 inches in height, shall be planted in the planting strips.

4. All trees shall be staked so as to be parallel to the walk and curbs. All tree planting shall include the installation of an approved root barrier adjacent to walks and curbs for each tree, unless otherwise approved by the County Road Engineer.

5. Location of trees shall take into consideration fixed objects so as not to obstruct sight distance, bus shelters, street signs, luminaries, mailboxes, utility boxes and other fixtures, (see Figure 5-009).

6. The top 12 inches of soil within the entire planting strip shall be removed prior to planting and replaced with appropriate topsoil conducive to good plant growth. Provision for drainage and watering shall be considered required relative to the plant species approved. Permanent irrigation systems are not allowed in the right-of-way. The applicant/developer shall ensure that temporary irrigation systems are either removed or properly disconnected to prevent water leakage prior to final roadway acceptance by the county. Permanent irrigation systems are not allowed within the right-of-way, unless approved as part of an approved development and meet the requirements of King County Code 21A.16.330–370 and King County Code 14.28.

7. The County Road Engineer may restrict the use of plant materials in the right-of-way where sight distance (see Figure 2-013 and King County Code 21A.12.210), traffic safety, pedestrian conflicts and maintenance issues are of concern.

E. Minimum setback of trees in right-of way from fixed objects shall meet the following criteria, as shown in figure 5-009:

1. 50 feet from intersection vertical curb line
2. 20 feet from luminaries and utility poles
3. 20 feet from signs

4. 15 feet from bus shelters,
5. 10 feet from driveways
6. 10 feet from utility vaults/boxes
7. 10 feet back of sidewalk for all evergreen trees
8. 5 feet from hydrants
9. 2 feet from back of sidewalk for all deciduous trees
10. Outside identified sight distance restricted areas

F. All trees adjacent to walkways shall have a seven foot minimum branching height at time of planting. This may be reduced if trees are more than five feet back of sidewalk. Minimum height clearance of existing trees adjacent to new road shall be 15 feet above the finished roadway grade.

G. Commercial root barriers shall be required for all trees planted back of sidewalks and curbs. See figure 5-011.

H. The use of tree blockouts, figure 5-010, shall meet ADA standards for minimum sidewalk clearance of 36 inches. Tree grates that meet ADA standards may be considered for meeting the minimum sidewalk width.

I. Trees planted within the King County clear zone shall have a breakaway mature trunk diameter of four inches or less. Trees with mature trunk diameters of greater than 4 inches shall be located outside the clear zone. King County clear zone setbacks for larger diameter trees shall meet the requirements of Section 5.10. See figure 5-010.

J. Traffic islands and circles may be paved or planted with low shrubs (24 inch mature height or less) and ground covers, if long-term maintenance is provided by the applicant and they have no traffic or pedestrian safety issues. These planter islands shall be at least nine feet wide from curb face to face. The first 20 feet of these islands may be planted with low shrubs and ground covers. Deciduous trees may be used if set back a minimum of 20 feet from the front of the island and evergreens at a minimum of 30 feet, provided they meet the requirements of 5.03(I).

K. When rock facings or retaining walls are proposed adjacent to sidewalks, they shall generally be placed as close to the right-of-way line as practicable and a minimum of 10 feet from the edge of the traveled way or edge line and in accordance with figure 5-001.

L. Planting of street trees within the right-of-way shall be in accordance with the list herein. Alternative tree plantings, not on this list, may be used subject to review and approval by the County Road Engineer.

M. Deciduous trees identified as not acceptable in planting strips less than 15 feet wide include, but are not limited to london plane, sycamore, sweetgum, soft or sugar maple, alder, boxelder, black locust willow spp., oak, elm, mountain ash,

cherry, cottonwood, lombardy poplar, yellow or tulip poplar, walnut, paulownia, honeylocust, horse chestnut, hawthorn, big leaf maple, bamboo, larch and evergreen trees including but not limited to cedar, fir, spruce, pine, monkey puzzle, cypress evergreen, redwood, holly, juniper, madrone or any other tree the department determines has potential to disrupt utilities or impact roadway improvements. See Water & Sewer Systems King County Code, Title 13.04.230. Evergreen trees shall not be allowed in planting strips between walk and curb, due to their size and the potential to impact visibility. Evergreen tress may be proposed for planting at back of walk where they meet the requirements as detailed in Figure 5-009 and are planted outside the established "clear zone" for that roadway.

N. This tree list is a guide for selecting street trees for planting within the right-of-way and no preference is given by their order of listing. There may be other tree species and varieties not on this list that may be acceptable to the County Road Engineer. Unless otherwise approved, trees that are invasive, bear fruit, have poisonous features or thorns, host disease, cause damage to infrastructure or pose any health or safety risk to the require special maintenance general public will not be approved for use as street trees. Native trees are generally not acceptable for planting in strips between walk and curb, as they become too large and are not typically "nursery grown" (shaped/pruned) as street trees.

The use of the approved "Street Tree List" is as follows:

SMALL / MEDIUM TREES (~18'- 30' ht.):

Small/medium trees are acceptable for use in planting strips four feet or wider. Use of a root barrier required. Maintenance of some species listed is required to maintain clearance under lower power lines.

Acer ginnala / Amur Maple
Acer glabrum / Rocky Mountain Maple
Acer griseum / Paperbark Maple
Acer triflorum / Three-Flower Maple
Acer truncatum 'Warrensred' / Pacific Sunset Maple
Amelanchier x grandiflora 'Autumn Brilliance' / Serviceberry
Carpinus japonica / Japanese Hornbeam
Carpinus caroliniana / American Hornbeam
Cercis canadensis / Eastern Redbud
Cornus 'Eddie's White Wonder' / Eddies White Dogwood
Cornus kousa / Chinese or Korean Dogwood
Fraxinus pennsylvanica 'Johnson' / Leprechaun Ash
Magnolia 'Elizabeth' / Elizabeth Magnolia
Magnolia 'Galaxy' / Galaxy Magnolia
Malus 'Golden Raindrops' / Flowering Crabapple (little to non-fruiting)
Malus 'Spring Snow' / Flowering Crabapple (non-fruiting)
Malus tschonoskii / Tschonoski Flowering Crabapple (sparse to non-fruiting)
Malus 'Red Jewel' /Flowering Crabapple

Parotia persica / Persian Parrotia
Prunus cerasifera 'Thundercloud' / Thundercloud Flowering Plum
Prunus cerasifera 'Newport' / Newport Flowering Plum
Pyrus calleryana ‘Aristocrat’ / Aristocrat Flowering Pear
Pyrus calleryana ‘Autumn Blaze’ / Flowering Pear
Pyrus calleryana ‘Capital’ / Capital Flowering Pear
Pyrus calleryana ‘Chanticleer’/Flowering Pear
Pyrus calleryana ‘Cleveland Select’/ Cleveland Flowering Pear
Pyrus calleryana ‘Redspire’ / Redspire Flowering Pear
Pyrus calleryana x betulafolia ‘Edgewood’ / Edgewood Callery Pear
Oxydendron arboreum / Sourwood
Stewartia koreana / Korean Stewartia
Stewartia mondelpha / Tall Stewartia
Styrax japonica / Japanese Snowbell or Snowdrop

Note: The number of Flowering Pear tree cultivars is too extensive to list. Some cultivars are intentionally not listed, as they are too small to meet minimum branch height (seven inches) above sidewalks. For unlisted cultivars obtain written approval from the King County DOT – Road Services Division representative.

MEDIUM / LARGE TREES (~30’- 45’ Ht.)

Acceptable for use in planting strips six feet or wider. Use of a root barrier required. (Not for use under power line locations).

Acer campestre ‘Evelyn’ / Queen Elizabeth Maple
Acer grandidentatum ‘Schmidt’ / Rocky Mountain Glow Maple
Acer rubrum ‘Armstrong’ / Armstrong Maple
Acer rubrum ‘Autumn Flame’ / Autumn Flame Maple
Acer rubrum ‘Bowhall’ / Bowhall Maple
Acer rubrum ’Karpick’ / Karpick Red Maple
Acer rubrum ‘October Glory’ / October Glory Maple
Acer rubrum ‘Scarsen’ / Scarlet Maple
Acer rubrum ‘Red Sunset’ / Red Sunset Maple
Betulus jacquemontii, / Jacquemonti Birch
Carpinus betulus ‘Fastigiata’ / European Hornbeam
Cercidiphyllum japonicum / Katsura
Fraxinus oxycarpa ‘Raywood’ / Raywood Ash
Fraxinus latifolia / Oregon Ash
Fraxinus pennsylvanica ‘Patmore’ / Patmore Ash
Fraxinus pennsylvanica ‘Summit’ / Summit Ash
Fraxinus pennsylvanica ‘Urbanite’ / Urbanite Ash
Ginkgo biloba ‘Autumn Gold’ / Autumn Gold Ginko (males only)
Ginkgo biloba ‘Princeton Sentry’ / Princton Sentry Ginko (males only)
Halesia monticola ‘Silverbell’ / Mountain Silverbell
Robinia psuedocacia ‘Bessoniana’/ Bessoniana Black Locust
Robinia x ambigua ‘Idahoensis’ / Pink Idaho Locust
Tilia cordata / Little Leaf Linden

Tilia cordata 'Greenspire' / Greenspire Linden
Ulmus parvifloia 'Emer I' / Athena Elm
Zelkova serrata 'Green Vase' / Green Vase Zelkova
Zelkova serrata 'Village Green' / Village Green Zelkova

LARGER TREES: (~45' and Taller):
Acceptable for use in planting strips that are a minimum width of 15 feet or when planted a minimum of 10 feet back of sidewalk. Use of a root barrier is required unless waived by KCDOT. (Not for use under power line locations).

Acer campestre / Hedge Maple
Acer fremanii 'Autumn Blaze'/ Autumn Blaze Maple
Acer platanoides 'Warrenred' / Pacific Sunset Maple
Acer saccharum 'Bonfire' / Bonfire Maple
Acer saccharum 'Green Mountain' / Green Mountain Maple
Acer saccharum 'Commemoration' / Commemoration Maple
Betula 'Crimson Frost' / Crimson Frost Birch
Betula nigra / River Birch
Betula Papyrifera / Paper Birch (Canoe Birch)
Cercidiphyllum japonicum / Katsura
Fagus sylvatica / Green Beech
Fagus sylvatica 'Fastigiata' / Columnar Beech
Fagus sylvatica 'Dawyck Purple' / Dawyck Purple Beech
Fagus sylvatica 'purpurea' / Copper Beech (limit use as accent tree only)
Fagus sylvatica 'Rohanii' / Purple Oakleaf Beech
Fraxinus americana 'Autumn Applause' /Autumn Applause Ash
Fraxinus americana 'Empire' /Empire Ash
Fraxinus latifolia / Oregon Ash
Fraxinus pennsylvanica 'Cimmzam'/ Cimmaron Ash
Fraxinus pennsylvanica 'Urbdell'/ Urbdell Ash
Fraxinus pennsylvanica 'Marshall' / Marshall Ash
Prunus sargentii 'Columnaris' / Columnar Sargents Cherry
Prunus sargentii / Sargents Cherry
Prunus serrulata 'Kwanzan' / Kwanzan Cherry
Prunus x yedoensis / Yoshino Cherry
Prunus x yedoensis 'Akebono' / Akebono Flowering Cherry
Prunus x hilliei 'Spire' / Spire Cherry
Pyrus calleryana 'Cambridge' / Cambridge Flowering Pear
Quercus alba / White Oak
Quercus coccinea / Scarlet Oak
Quercus garryana / Oregon Post Oak
Quercus kelloggii / California Black Oak
Quercus robur / English Oak
Quercus robur 'Fastigiata' / Skyrocket Oak
Quercus robur 'Pyramid' / Skymaster Oak
Quercs robur x Quercus alba 'Crimschmidt'
Quercus rubra / Northern Red Oak
Ulmus 'Homestead' / Homestead Elm

Ulmus 'Fronteer' / Frontier Elm
Umbellularia californica / California Bay Laurel

O. All street tree plans shall duly consider the natural form, size, habits, (including trunk diameter growth), impact on current and future sight distance, disease resistance, hardiness, level of maintenance, etc. in selecting the appropriate tree(s).

P. The preparation and planting of street trees is required to follow the general details, specifications and corresponding text contained within the adopted Standards. Alternative planting practices and emerging technologies that achieve the same intent of these requirements will be considered and may be approved during the review process.

5.04 Mail Boxes

A. The responsibilities for location support structures, and installation of mailboxes in connection with the construction or reconstruction of county roads are as follows:

1. The County Road Engineer or Development Engineer will:

   a. Require road improvement plans, whether for construction by the Department of Transportation or by a private builder, to show clearly the designated location or relocation of mailboxes, whether single or in clusters.

   b. Require with this information any necessary widening or reconfiguration of sidewalks with suitable knockouts or open strips for mailbox posts or pedestal.

   c. Require these plans to include a statement on the first sheet that mailbox locations as shown on these plans have been coordinated with the serving post office at (City/Community), Washington. This will be a prerequisite to plan approval.

   d. Require construction of mailbox locations in accordance with these plans, through usual inspection and enforcement procedures.

2. The Postmaster or designated serving post office will:

   a. Designate location and manner of grouping of mailboxes when so requested by the design agency. Note on the plans the type of mailbox delivery: NDCBU (Neighborhood Delivery and Collection Box Unit), or Rural type box. Authenticate by stamp or signature when these data have been correctly incorporated into the plans.

   b. Do all necessary coordination with owners or residents involved to secure agreement as to mailbox location and to instruct them regarding mailbox installation. Actually install or relocate NDCBUs if these are the types of box to be used in the neighborhood.

3. Owners or residents served by mailboxes, at time of original installation, will:
   a. If using individual mailboxes, clustered or separate, install and thereafter the owners/residents must maintain their own mailboxes as instructed by the post office.
   b. If NDCBU delivery, rely on Post Office to provide and maintain NDCBUs.
4. Applicants or their contractors shall:
   a. Where there are existing mailboxes and no plans to replace them with NDCBUs:

      When it becomes necessary to remove or otherwise disturb existing mailboxes within the limits of any project, install the boxes temporarily in such a position that their function will not be impaired. After construction work has been completed, the mailboxes must be reinstalled at original locations or at new approved locations as indicated on the plans or as directed by the County Road Engineer or Development Engineer. Use only existing posts or materials except that any damage caused by the builder or his/her contractor is to be repaired at the expense of the applicant.
   b. Where there are existing NDCBUs or plans to install NDCBUs:

      Call on the Postmaster or designated serving post office to locate or relocate NDCBUs and make the necessary installation.

B. Installation methods are as follows:
   1. Mailboxes, in the general case, shall be set in accordance with figures 5-014, 5-015, 5-016, or 5-017. Boxes shall be clustered together when practical and when reasonably convenient to the houses served.
   2. NDCBUs will be installed by the Postal Service generally in accordance with figure 5-017.
   3. Non-yielding and non-breakaway mailbox structures will not be allowed within the clear zone. See Section 5.10 of these Standards. The use of concrete filled metal pipe for any mailboxes, or the use of horizontally mounted wooded members to support multiple mailboxes is expressly prohibited.

5.05 Street Illumination

Street illumination shall be provided on all urban and rural arterial roadways where there are three or more lanes of travel or where one-half of the roadway is improved to provide a future left-turn, right-turn or two-way left-turn lane. Illumination will also be required where a public road intersects an arterial. Illumination of roadways with turn channelization will include the turn pocket(s) and lane tapers.

All new street lights shall be Light Emitting Diode (LED) type. Contact the Traffic Engineer for the most current acceptable make, model and manufacturers of LED light fixtures.

Where existing illumination systems are modified, all fixtures within the project limits and turn channelization being extended shall be LED-type, unless otherwise approved. Light levels and average/minimum uniformity of light shall be based on the location of the system relative to the Urban Growth Boundary as identified on the most recent Comprehensive Plan Land Use map available on the county's website. The calculation area will include only the driving lanes, no shoulder areas.

Illumination systems within the urban growth boundary shall be designed to provide an average of 1.2 foot candles with an average-to-minimum uniformity ration of 3:1, except at intersections where the system shall be designed to provide a minimum of 1.5 foot candles with an average-to-minimum uniformity ratio of 3:1.

Illumination systems outside the urban growth boundary shall be designed to provide an average of 1.0 foot candles with an average-to-minimum uniformity ratio of 3:1, except at intersections where the system shall be designed to provide an average of 1.5 foot candles with an average-to-minimum uniformity ratio of 3:1. The intersection is the area bounded by the stop bars and/or the radius tangent points, whichever is closer to the center of the intersection. The road approach calculation area will include the turn lanes and tapers.

When illumination is required to satisfy a variance for a sag vertical curve the system shall be designed to provide a minimum of 0.4 foot candles within the limits of the sag curve with a maximum average foot-candle value of 1.0. If an intersection is adjacent to the sag vertical curve, the illumination area must include the intersection. If the adjacent intersection is an arterial, the design criteria (foot candle and uniformity values) above will apply. If the adjacent intersection does not have an arterial classification, then the 0.4 minimum foot candle value shall be met throughout the intersection as well as the sag curve area.

Steel poles shall be used for the street illumination system, unless otherwise approved. See Section 5.10, Roadside Obstacles for direction regarding placement of poles. Where poles are installed along roadways with posted speed limits of 40 mph or more, slip bases will be required, regardless of the presence of curb. Fixed based poles are permitted on roadways with posted speeds of less than 40 MPH as long as they are placed such that the face of pole is at least 10-feet from the edge of traveled way on shoulder-type roadways or behind sidewalk meeting the width requirements of Section 5.10.

Where street illumination is required by the DPER, the applicant shall bear all costs associated with installation. Where the street illumination serves the arterial roadway system, King County will pay for maintenance and energy usage of the system upon acceptance by DPER. Where the street illumination serves non-arterial roadways, the applicant shall bear all costs associated with maintenance and energy usage, or assign such costs to homeowners and/or homeowners associations.

Decorative poles and fixtures shall not be installed within county rights-of-way without approval. All maintenance and energy usage associated with decorative poles and fixtures shall be the responsibility of the party seeking approval and will not be assumed by King County, unless authorized in writing.

All equipment shall meet current illumination design standards. Said design standards and current electronic drawing files for equipment will be provided upon request.

5.06 Survey Monuments

A. Monuments that conform to Figure 5-019 shall be placed at all road and street intersections, boundary angle points, points of curves in roads and streets and at such intermediate points as may be required by the County Road Engineer or Development Engineer.

B. All existing monuments, which are disturbed, lost, or destroyed during construction or surveying, shall be replaced by a land surveyor registered in the State of Washington at the expense of the responsible applicant, contractor, builder, developer, or utility per RCW 58.09.130 and 58.04.015.

C. Plat monumentation shall comply with these standards and in conformance with figure 5-019 and 5-020 on developments such as subdivisions, residential, commercial, binding site plans, or any other construction that establish new roadways or reconstruct existing roadways. Monuments shall be set along the center of the right of way at the PVCs and PVTs of curves. When the PVI of the curve falls within the paved area of the road, a PVI monument may be set in lieu of setting monuments at the PVC and PVT.

D. All lot and block corners shall be set with an iron pipe or steel reinforcing bar at least 24 inches in length within 90 days after recording of the plat. All lot corners shall be identified with the land surveyor's registration number.

E. The monument case will be installed after the final course of surfacing has been placed on the road.

5.07 Roadway Barricades

Temporary and permanent barricades shall conform to the standards described in Section 6C-8 of the Manual on Uniform Traffic Control Devices (MUTCD) and figure 5-002.

A. Type I or Type II barricades may be used when traffic is maintained through the area being constructed/reconstructed.

B. Type III barricades shall be used when roadways and/or proposed future roadways are closed to traffic. Type III barricades shall extend completely across a roadway (as a fence) or from curb to curb. Where provision must be made for access of equipment and authorized vehicles, the Type III barricades may be provided with movable sections that can be closed when work is not in progress, or with indirect openings that will discourage public entry. Where job site access

is provided through the Type III barricades, the applicant/contractor shall assure proper closure at the end of each working day.

C. Unless otherwise approved, Type III permanent barricades shall be installed to close arterials or other through roads and streets hazardous to traffic. They shall also be used to close off lanes where tapers are not sufficiently delineated.

D. Type III permanent barricades shall be used at the end of a local access road or street terminating abruptly without a cul-de-sac bulb or on temporarily stubbed off roads and streets. Each such barricade shall be used together with an end-of-road marker.

E. Barricades placed across shoulders shall meet the clear zone requirements outlined in Section 5.10.

5.08 Bollards

When necessary to deny motor vehicle access to an easement, tract, or trail, except for maintenance or emergency vehicles, the point of access shall be closed by a line of bollards. These shall include one or more fixed bollards on each side of the traveled way and removable, locking bollards across the traveled way. Spacing shall provide one bollard on centerline of trail and other bollards spaced at a minimum of 50 inches on center on trails 10 feet wide or less. Spacing shall be 60 inches on center on trails wider than 10 feet. Bollard design shall be in accordance with figure 5-018 or other design acceptable to the County Road Engineer or Development Engineer. No fire apparatus access roads shall be blocked in this manner without the concurrence of the Fire Marshal. Bollards shall be located outside the designated clear zone.

5.09 Guardrail/Embankment Heights

New shoulder section roadways shall be designed with due regard to safety for the traveling public. To ensure a safe roadway configuration, the following features shall be included in the roadway design in order of preference:

1. Provide 4:1 or flatter fill slopes adjacent to the roadway where vertical drops will be greater than six feet.
2. Provide 3:1 or flatter fill slopes where 4:1 slopes cannot be provided and vertical drops will exceed six feet.
3. Design location of storm water runoff ponds where they are not accessible from errant vehicles.
4. Evaluate need for barrier systems and provide design in conformance with WSDOT/APWA Standard Plans, Standard Specifications, and the WSDOT Design Manual

5.10 Roadside Obstacles

Non-yielding or non-breakaway structures exceeding six inches in height, including rock facings, retaining walls and any other objects, which may be potential hazards to

the traveling public shall be placed with due regard to safety. On shoulder or mountable curb roads, such as rolled curb, extruded curb, or thickened edge, hazardous objects that are essential to the roadway network shall be placed as close to the right-of-way line as practicable and a minimum distance of 10 feet measured from the edge of the traveled way or edge line and in accordance with figure 5-001.

Nonessential items, (e.g., decorative items) shall not be placed within the right-of-way unless otherwise approved by the County Road Engineer through the road variance process. Additionally, no open water facilities, with the exception of ditches and bioswales shall be located within the road right-of-way, unless the County Road Engineer grants a road variance. Landscaping placed within the right-of-way shall meet the minimum requirements specified in Section 5.03 of these Standards.

On urban vertical curb roadways with speed limits less than 40 miles per hour, hazardous objects shall be placed as far from the edge of the traveled way or edge line as practical. Such an object shall not be placed in a sidewalk or with the object edge nearest the roadway less than 8.5-feet from the face of curb in commercial/business areas and 5.5-feet from face of curb in residential areas. On urban roads with speed limits of 40 miles per hour or greater, hazardous objects shall be placed as close to the right-of-way line as practicable and a minimum distance of 10 feet from the edge of the traveled way or edge line and in accordance with figure 5-001.When sidewalks are constructed or will be constructed in the future, structures shall be placed a minimum distance of two feet behind the sidewalk.

The County Road Engineer must approve the placement of roadside obstacles within a planter strip, provided the minimum roadside obstacle requirements are met. Placement of utility structures shall be in accordance with requirements of Chapter 8 and figure 5-001 to include constraints on placement of poles on the outside of curves. The applicant or his engineer may apply for the setback variance for the obstacle or utility structure when justified by a traffic safety evaluation. The applicable utility company shall be contacted for the opportunity to submit a written recommendation.

CHAPTER 6. BRIDGES, SPECIAL CULVERTS, AND STRUCTURAL WALLS

6.01 Bridge Principal References

Except as specified below, King County bridges, special culverts, and walls whether on public roads or on private roads, shall be designed and constructed to meet the minimum requirements set forth in the latest edition, including all interim addenda of AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications, WSDOT Bridge Design Manual, and in accordance with the most current requirements of WSDOT/APWA Standard Specifications. Bridge traffic barrier and approach railings shall be provided in accordance with those references and the WSDOT Bridge Design Manual and WSDOT/APWA Standard Plans. All new bridges, special culverts, and walls shall be designed to carry HL93 and other loads as defined in AASHTO LRFD, unless otherwise approved by the County Road Engineer. The work shall comply with current King County critical area code requirements. Pedestrian bridges shall be designed in accordance with the most current AASHTO Guide Specifications for Design of Pedestrian Bridges.

6.02 Bridge Geometrics

A. In general, the bridge shall comprise the full width and configuration of the road being served, e.g. traveled way plus curb, sidewalks, walkway, bike lane, equestrian lane and/or shoulder on one or both sides. Requirements of utilities shall be duly considered. Bridge roadway width shall be measured between curbs or between faces of bridge traffic barrier; whichever is less.

B. On designated bike routes, combination bridge traffic barrier and bicycle railings shall be used. Where typical speed is 35 mph or higher and significant pedestrian, bike and/or equestrian traffic can be expected, the County Road Engineer may require that the lanes for these other modes of traffic be separated from motor vehicle traffic by use of a bridge traffic barrier and further protected by a rail at the outer edge.

C. Approach railings and transitions shall be made structurally continuous with bridge railings and shall meet AASHTO specifications as cited in Section 6.01 and details per WSDOT Standard Plans.

D. Overhead vertical clearances for motor traffic on the traveled way or under overpasses shall be 16.5 feet minimum. Vertical clearance for bridges over railroad tracks shall comply with the minimum vertical clearance required by the WSDOT Design Manual and also may require negotiations with the railroad company concerning necessary clearances and bridge span. Vertical clearance of structures above a walkway or sidewalk shall be eight feet minimum and shall be 10 feet minimum on designated equestrian routes unless otherwise specified.

E. Best available flood data, as defined in the Department of Development and Environmental Services Public Rule, Sensitive Areas: Flood Hazard Areas, shall be used to establish the 100-year water surface elevation in consultation with the Department of Natural Resources and Parks, Flood Hazard Reduction Services Section

F. For stream crossing locations where the 100-year peak flow exceeds 100 cubic feet per second (cfs), the height of bridge clearance above rivers and streams shall be a minimum three feet above the 100-year water surface elevation unless otherwise required by the County Road Engineer based on an evaluation of conveyance factors as specified in subsection G of this section. For stream crossing locations where the 100-year peak flow is 100 cfs or less, there is no specific clearance requirement, but bridges must meet the standards in the King County Surface Water Design Manual.

G. Evaluation of conveyance factors shall consider hydraulic capacity, bed aggradations, debris passage, safety margins, and bridges and levees, as specified in Section 4.3.3.1 of the Surface Water Design Manual.

H. For bridge stream crossings, the most current FHWA HEC-18 shall be used for scour analysis.

I. A minimum three feet of clearance between the low chord of the bridge and ground line shall be maintained along the entire bridge to facilitate future bridge inspection and maintenance access.

6.03 Bridge Design Criteria

A. Unless otherwise approved by the County Road Engineer, concrete approach slabs will be required for all new vehicular bridges and shall be constructed in accordance with WSDOT/APWA Standard Plans.

B. Criteria under other recognized road and bridge project classifications, such as those of 3-R projects, set forth in WSDOT Local Agency Guidelines, may be applied under conditions deemed appropriate by the County Road Engineer.

C. The construction, reconstruction, or rehabilitation of bridges will necessitate submittal of the following items to the County Road Engineer:

The construction, reconstruction, or rehabilitation of bridges will necessitate submittal of the following items to the County Road Engineer:

1. Design calculations
2. Load rating analysis and report per WSDOT Bridge Design Manual requirements
3. Hydraulic report
4. Scour analysis
5. Material certification of the major load bearing members

6. Pile driving and drill shaft construction records,
7. Plans of Record (As-built plans)

E. The construction or reconstruction of bridges will necessitate the County Road Engineer's approval of the following:

1. General bridge type, layout
2. Foundation type
3. Size and shape of the hydraulic opening
4. Vertical clearance between the superstructure and the design water surface, including sensitive areas
5. Location of piers and abutments
6. Roadway cross section
7. Bridge traffic barrier and approach guardrail type
8. Aesthetic treatments
9. Expansion joints (the design of bridge expansion joints shall consider the presence of bicycle traffic).

E. Bridge studies, design reports, design calculations and plans shall be stamped and signed by a Structural Engineer (SE) licensed in the state of Washington. All other structural design reports, design calculations and plans shall be stamped and signed by a Professional Engineer or SE licensed in the state if Washington. Structural design calculations and plans shall be prepared and quality control (QC)/quality assurance (QA) per WSDOT Bridge Design Manual.

6.04 Special Culverts

All corrugated metal structures and reinforced concrete 3-sided and 4-sided box culverts shall be designed in accordance with the most current AASHTO LRFD Bridge Design Specifications.

6.05 Structural Walls

Structural retaining walls shall be designed in accordance with the most current AASHTO "Standard Specifications for Highway Bridges" and the most current WSDOT Bridge Design Manual.

Geosynthetics proposed for design of structural earth walls (SEW), geosynthetics retaining walls (GRW), reinforced slopes, and rock facing fill sections shall be listed in the most recent WSDOT Qualified Product List (QPL). The QPL shall be used for determination of ultimate and long-term geosynthetic strengths. Reinforcement lengths of geosynthetics shall meet the minimum embedment

length of 0.7H or 8.0 feet, whichever is greater. Backfill for the reinforced and retained zones of SEW, GRW, and reinforced slopes shall meet the current WSDOT Standard Specification 9-03.14(4) "Gravel Borrow for Structural Earth Wall".

CHAPTER 7. DRAINAGE

7.01 General

A. Designs: Drainage facilities shall be designed consistent with King County Code 9.04 and the King County Surface Water Design Manual, current edition. No drainage from downspouts, splash blocks, etc. shall discharge across a sidewalk, walkway, or roadway. Structures shall be placed and constructed as shown in the Standard Drawings.

B. Specifications: Materials, construction, and testing are specified in the WSDOT/APWA Standard Specifications. The County Road Engineer may amend, delete, or add specifications or Standard Drawings.

C. Conflicts: Where technical conflicts may occur between this document and the Surface Water Design Manual, the County Road Engineer shall decide which document governs.

7.02 Road Ditches

The following standards shall only apply in design of drainage ditches not requiring drainage review under the provisions of the Surface Water Design Manual.

A. On grades up to 6 percent, grass-lined ditches with grasses as specified in 7.02D shall be used for the drainage requirement. These ditches shall be designed and constructed in accordance with figures 2-001, 2-004 and 2-007. If grass cannot be readily established by the usual seeding method, other methods such as sodding or seeding with slope mat protections shall be used as necessary. For grades between 3 percent and 6 percent, grass lining alone may not be sufficient to stop erosion. Preferred methods to further reduce potential erosion problems include the use of check dams, matting, or wider ditch sections. Rock-lined ditches shall be avoided whenever possible. See figure 7-024.

B. Where the grade is over 6 percent and not over 9 percent, the County Road Engineer may direct use of a standard rock-lined ditch or alternatively a closed (pipe) drainage system under a paved shoulder with asphalt curb or turnpike shoulder. As an exception, cul-de-sacs with over 6 percent grade shall be provided with pipe drainage and not with rock-lined ditches.

1. The standard rock lining shall be in accordance with the Surface Water Design Manual and Section 9-13.6 of the WSDOT/APWA Standard Specifications. Rock gradation shall be as follows:

Passing 8-inch square sieve	100 percent
Passing 3-inch square sieve	40 percent max.
Passing 3/4-inch square sieve	10 percent max.

2. Rocks shall be placed so as to form a firm, dense, protective mat consistent with examples in figure 7-024 and conforming to the design surface of the

ditch. Individual rocks shall not protrude more than 3 inches from that surface.

C. Where the grade exceeds 9 percent, pipe drainage, a special rock-lined ditch or other approved methods shall be provided unless otherwise waived by the County Road Engineer. The special rock-lined ditch shall be designed by a professional engineer, based on soils and hydraulic analyses. Design shall include rock sizing, together with filter rock gradations and/or construction geotextile, and be subject to approval by the County Road Engineer.

D. Grass seed mixture by weight may be 10 percent Colonial bentgrass, 40 percent Tall or Red fescue, 10 percent White clover, hydroseed at 120 lbs./acre, handseed at 3 lbs./1,000 square feet. Where there is high groundwater, the following species may be substituted or added: Meadow or Pacific foxtail, Timothy, or Redtop.

7.03 Storm Sewers and Culverts

A. Minimum pipe size shall be 12-inch diameter. Eight-inch diameter may be permitted on cross street laterals less than 66 feet long to avoid utility conflict or meet shallow gradient. Pipe shall be installed in accordance with section 7-08 of the WSDOT/APWA Standard Specifications.

B. All flexible storm sewer pipe and culvert material, corrugated polyethylene, solid wall PVC and profile wall PVC shall be covered by a minimum two feet of cover unless the applicant submits detailed plans accompanied by the manufacturer's recommendations specifying allowable cover less than two feet in depth. All nonflexible storm sewer pipe and culvert material, except PVC shall be covered by a minimum of one foot of cover.

C. Driveway culverts shall conform to Figure 3-003.

D. Pipes specified in Section 7-02, 7-03, and 7-04 of the WSDOT/APWA Standard Specifications are allowed. Materials shall meet the requirements specified in Section, 9-01, 9-03, 9-05, 9-07, 9-20 and 9-23 of the WSDOT/APWA Standard Specifications.

E. Thermoplastic pipe, (e.g., SWPE) shall be tested using the deflection test procedure described in Section 7-17.3 of the WSDOT/APWA Standard Specifications.

F. Concrete pipe shall be rubber gasketed and metal pipe shall be gasketed and securely banded. Leak testing shall be conducted if required by the County Road Engineer.

G. The projecting ends of culverts within the right-of-way shall be beveled per Figure 7-001.

7.04 Catch Basin Locations and Junctions

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

B. Catch basins, figures 7-003 through 7-006, rather than inlets shall be used to collect storm water from road surfaces, unless approved by the County Road Engineer.

C. Connections to pipe systems may be made without placing a catch basin or manhole on the mainline by meeting all of the following conditions:

1. The mainline pipe is 48 inches or greater and at least two times the size of the connecting pipe.
2. Make connections in accordance with the manufacturer's recommendations. Standard shop fabricated tees, wyes and saddles shall be used, except for concrete pipe connections constructed in accordance with figure 7-002.
3. There shall be a catch basin or manhole on the connecting pipe within 2 to 10 feet of the external wall of the main line. See figure 7-002.
4. Offset angle of connecting pipe to mainline, horizontally and vertically, shall be less than 45 degrees.
5. 2-point survey control shall be used to set catch basin locations.

D. Use Type 2 catch basins, figure 7-005, where the depth to the invert of the pipe exceeds 5 feet.

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

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

G. Catch basins or manholes are required when joining differing types of pipes.

H. The location of at least two points of all catch basins shall be surveyed to ensure that the catch basin, frame and grate will properly align with finished curb, horizontally and vertically.

7.05 Frames, Grates, and Covers

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

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

C. For all metal castings the producing foundry shall provide certification stating the country of origin, the material shall meet the requirements specified in Section 9-05 of the WSDOT/APWA Standard Specifications. All mating surfaces shall be machine finished to ensure a nonrocking fit.

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

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

F. Castings for metal frames for catch basins, inlets, grates and solid metal covers shall meet the strength requirements of Federal Specification RR-F-621 E.

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

H. Grates and covers shall be seated properly to prevent rocking, including the replacement of existing covers with solid metal covers.

I. Subject to prior approval by the County Road Engineer, other types and materials and drainage hardware may be used provided that recognized specifications are available to control quality and acceptable user experience with the product can be shown.

J. Unless otherwise specified, vaned grates, figure 7-018, shall be used with standard frame in the traveled way, gutter, or shoulder. Grates shall not be located within crosswalks.

K. At sag vertical curves, on the end of downgrade cul-de-sacs, or before intersections with a grade four percent or greater, an analysis shall be done to assure that typical catch basin grates will collect the surface runoff. To collect excessive volumes of runoff or protect against plugged grates and overflow situations, the County Road Engineer or Development Engineer will require the use of through-curb inlet frames on vertical curbs, figure 7-017. On rolled curbs use through curb frames, figure 7-019, that require a hand formed curb taper extending three feet on either side of the frame. Where the through-curb inlets cannot be used, place a catch basin at the low point and two extra inlets located not greater than 0.1 foot above the low point grate within a spacing of 25 feet.

L. Use rolled curb frame and (vaned) grates along rolled curbs. See Figure 7-021.

M. New catch basins that do not collect runoff shall use solid locking covers. See Figure 7-022. Existing catch basins, which no longer collect runoff, shall have their frame and grates replaced with solid covers, figure 7-015).

N. All storm drain covers and grates shall be locking. However, when located outside the improved right-of-way area locking lids are required, unless otherwise approved by the custodial agency; additionally, all control structures storm drain covers shall be locking regardless of their location.

O. Slit drains may be used when approved by the County Road Engineer. At a minimum slit drains shall have catch basins at either end unless used as a driveway culvert. The maximum distance between catch basins along a slit drain shall be 50 feet.

7.06 Erosion Control

Provide erosion control as required in the King County Surface Water Design Manual or as specified by other guidelines and/or regulatory requirements.

When using geotextile for temporary silt fences, the material shall be designed specifically for erosion control. It shall meet the requirements of WSDOT Standard Specifications, Section 9-33.1, Table 6.

Fencing must be inspected regularly for damage. Silt fencing does break down under UV light. Sediment collected behind the fence must be removed so that this material does not push the fence over. Geotextile for permanent erosion control and ditch lining shall meet the requirements of WSDOT Standard Specifications.

7.07 Trenches

All trenches shall comply with Section 8.03 of these Standards.

7.08 Low Impact Development (LID) – Best Management Practices

LID BMPs shall be designed and constructed in accordance with the county's Surface Water Design Manual, including the design criteria, limitations and infeasibility criteria identified for each BMP, as applicable. Additionally, LID BMPs shall adhere to the following:

a. To ensure that public priority is maintained, the right-of-way shall not be used for placement of stormwater facilities serving private property.

b. LID BMPs may be installed in the right-of-way for treatment or flow control of stormwater runoff from public roads. The facility shall comply with the county's clear zone requirements and Section 5.10 of these Standards.

c. BMP and bioretention system plantings in the right-of-way must be low-growing species and mowable by county maintenance equipment, unless otherwise approved by the Engineer. No plantings that require individual maintenance will be approved in the right-of-way.

d. Rain gardens shall not be located in the public right-of-way due to their special maintenance requirements, unless approved by the County Road Engineer.

e. In the event a bioretention facility is damaged by construction, maintenance activities or motor vehicles, the party responsible shall restore the facility to an equivalent or better condition, as determined by the County Road Engineer.

CHAPTER 8. UTILITIES & INSTALLATION

8.01 Franchising Policy and Permit Procedure

A. Utilities to be located within existing and proposed county road right-of-way shall be constructed in accordance with current franchise and/or permit procedure, the county's Regulations for Accommodation of Utilities, and in compliance with these Standards. In their use of the right-of-way, utilities will be given consideration in concert with the traffic-carrying requirements of the road which are, namely, to provide safe, efficient and convenient passage for motor vehicles, pedestrians, and other transportation uses. Aesthetics shall be a consideration. Underground installation of electric and telecommunication utilities will be strongly encouraged, particularly in urban development. Utilities are subject to county codes and policies relating to drainage, erosion/sedimentation control and sensitive areas as set forth in KCC 9.04 and the Surface Water Design Manual.

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

C. Requests for exceptions to these Standards will be processed in accordance with variance procedure as referenced in Section 1.12.

8.02 Standard Utility Locations within the Right-of-Way

Utilities within the right-of-way on new roads or on roads where existing topography, utilities or storm drains are not in conflict shall be located as shown in typical sections, figures 2-001 through 2-006, and as indicated below. Where existing utilities or storm drains are in place, new utilities shall conform to these Standards as nearly as practicable and yet be compatible with the existing installations. Above ground utilities located within intersections shall be placed so as to avoid conflict with placement of curb ramps. Mains and service connections to all lots shall be completed prior to placing of surface materials.

A. Gas and Water Lines:

1. Shoulder-and-Ditch Section:
   In shoulder three feet from edge of traveled lane.

2. Curb and Gutter Section:
   Preferable: 1.5 feet back of curb but clear of the sidewalk, or at distance which will clear root masses of street trees if these are present or anticipated.

Otherwise: In the street as close to the curb as practical without encroachment of the storm drainage system.

3. Designated Side of Centerline:
   GAS: South and West. WATER: North and East.
4. Depth: 36 inches minimum cover from finished grade, ditch bottom or natural ground.

B. Individual water service lines and side sewers shall:

1. Be placed with minimum 36 inch cover from finished grade, ditch bottom or natural ground.
2. Use road right-of-way only as necessary to make side connections.
3. For any one connection, not extend more than 60 feet along or through the right-of-way, or the minimum width of the existing right-of-way.
4. Water meter boxes, when placed or replaced, shall be located on the right-of-way line immediately adjacent to the property being served, unless otherwise approved by the County Road Engineer.

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

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

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

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

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

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

G. Electric utilities, power, telephone, cable TV, fiber optic conduit: Preferable, underground with 36 inch minimum cover, either side of road, at plan location and depth compatible with other utilities and storm drains. All utility poles and other utility structures located above grade shall conform to the following:

1. Utility poles or other approved essential roadside obstacles may be placed within the right-of-way only as follows:

   a. Poles and obstacles shall be located as far back from the traveled way or auxiliary lane as practicable.

   b. Poles and other obstacles may not unreasonably interfere with the use of the right-of-way by the county, by the general public or other persons authorized to use or be present in or upon the right-of-way.

   c. On shoulder type or mountable curb roads, poles or obstacles shall be located behind existing ditches and in accordance with the criteria in Section 5.10 and Drawing No. 5-001. Placement of barrier between the traveled way and the pole or obstacle shall not satisfy this requirement unless the barrier already exists for other purposes and the pole provides a minimum of 3.5 foot separation from the barrier or unless allowed by an approved variance. Variances will be considered only when other reasonable alternatives do not exist.

   d. On vertical curb-type roads with a speed limit less than 40 mph, poles or obstacles shall be placed clear of sidewalks and at least 8.5 feet from face of curb in commercial/business areas and 5.5-feet from curb face in residential areas. On urban roads with speed limits of 40 miles per hour or greater, hazardous objects shall be placed as close to the right-of-way line as practicable and a minimum of 10 feet from the edge of the traveled way or edge line and in accordance with figure 5-001. The Development Engineer or County Road Engineer must approve placement of utility poles and other essential roadside obstacles structures within planter strips.

   e. Notwithstanding other provisions regarding pole locations described in these standards, no pole shall be located so that it poses a hazard to the general public. Utilities shall place and replace poles with primary consideration given to public safety.

2. Within 30 days, or such longer period as may be specified by the County Road Engineer, following written notice from the County Road Engineer, a utility shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any facilities within the right-of-way whenever the County Road Engineer shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

a. The construction, repair, maintenance, or installation of any county or other public improvement in or upon the right-of-way.

b. The operations of the county or other governmental entity in or upon the right-of-way.

3. Within 30 days following written notice from the County Road Engineer, any utility that owns, controls or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove such facilities or appurtenances from the right-of-way. If such utility fails to remove such facilities or appurtenances, the county may cause the removal and charge the utility for the costs incurred. A facility is unauthorized and subject to removal in the following circumstances:

   a. Upon expiration or termination of the utility's franchise.

   b. Upon abandonment of a facility within the right-of-way.

   c. If the system or facility was constructed or installed without the prior grant of a franchise.

   d. If the system or facility was constructed or installed without the prior issuance of a required Utility Right-of-Way Permit.

   e. If the system or facility was constructed or installed at a location not permitted by the utility's franchise.

   f. Any such other reasonable circumstances deemed necessary by the County Road Engineer.

4. Every effort shall be made to meet the standards during emergency replacement of existing utility poles and other structures. After a pole has been replaced, all utilities sharing that pole shall have a maximum of 180 days to relocate their facilities to the new pole and remove the old pole.

5. If a utility is required to relocate, change or alter the facilities constructed, operated and/or maintained hereunder and fails to do so, the county may cause such to occur and charge the utility for the costs incurred.

6. The county retains the right and privilege to cut or move any facilities located within the right-of-way as the county may determine to be necessary, appropriate or useful in response to any public health or safety emergency.

7. The above provisions on pole and obstacle location will not apply to (1) locations not accessible by moving vehicles, (2) "breakaway" structures whose break-off resistance does not exceed that of a single 4 inches x 4 inches wood post or a 1.5 inch standard (hollow) iron pipe or (3) "breakaway" fire hydrants installed to manufacturer's specifications.

8. Deviations from these pole and obstacle clearance criteria will only be allowed through an approved variance when justified by suitable engineering study considering traffic safety. For franchised utility

permits, the Utility may request a variance from pole and obstacle clearance criteria.

9. Locations of poles shall also be compatible with driveways, intersections, and other road features (i.e., they shall not interfere with sight distances, road signing, traffic signals, culverts, etc.). To the extent possible, utilities shall share facilities so that a minimum number of poles are needed.

10. Where road uses leave insufficient overhang, anchor, and tree-trimming space for overhead utilities, additional easements and/or right-of-way may be required to accommodate the utilities. The costs associated with additional easements and/or right-of-way for this purpose shall be borne by the applicant, builder, or other party initiating the improvement. The associated cost of relocating the utility shall not be borne by King County.

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

8.03 Underground Installations

All hard surface roadways shall be jacked or bored. Exceptions will be on a case-by-case basis with the expressed permission of the County Road Engineer. The current WSDOT/APWA Standard Specifications, Sections 7-08 and particularly 7-08.3(3) will generally apply unless otherwise stated.

A. New Roadway Construction, Reconstruction and Widening

1. Cuts on traveled way

   When approved, the open cut shall be a neat-line cut made by either saw cutting or jackhammering a continuous line. Trench sides shall be kept as nearly vertical as possible. Compaction and restoration must be done as detailed below and immediately after the trench is backfilled, so as to cause least disruption to traffic. The asphalt or cement pavement shall be cut a minimum of one foot beyond all edges of the trench.

2. Cuts parallel and transverse to road alignment:

   a. The entire trench must meet 95 percent of the maximum density as determined by the compaction control tests described in Section 2-03.3(14)D of the WSDOT/APWA Standard Specifications

      Regardless of trench depth, a contractor can use native mineral soil or can import a mineral soil as backfill, provided the material meets the requirements of Section 9-03.14(3) of the WSDOT/APWA Standard Specifications for Common Borrow. The material shall not contain more than three-percent organic material by weight. The material shall be mechanically compacted to a minimum of 95 percent of maximum density in lifts as described by Section 8.03.B.3a of these Standards. When the material remaining in the trench bottom is

unsuitable, the excavation shall be continued to such additional depth and width as required by the Inspector. In any trench where compaction cannot be attained with the native or unclassified backfill, the trench must be backfilled and compacted with "Gravel Borrow "that meets the requirements of WSDOT/APWA Standard Specifications, Section 9-03.14(1). The gravel shall be mechanically compacted to a minimum of 95 percent of maximum density.

After backfill and compaction an immediate cold mix patch shall be placed and maintained in a manner acceptable to the County Road Engineer. On asphalt pavement, a permanent hot mix patch the same thickness as the existing asphalt or a minimum of 2 inches, whichever is greater, shall be placed and sealed with a paving grade asphalt within 30 calendar days. Cement concrete pavement shall be restored in accordance with Section 5-05.3(22) of the WSDOT/APWA Standard Specifications.

b. Backfill used for trenches exceeding 15 feet in depth will require a soil analysis prior to plan approval.

c. Backfill outside the roadway prism shall be excavated material free of wood waste, debris, clods and/or any rocks exceeding six-inches in any dimension and meet compaction requirements of Section 9.05 of these Standards.

d. Restoration of a trench within an asphalt pavement shall include a minimum of 6.5 inches of crushed surfacing material and HMA the same thickness as the existing asphalt pavement or a minimum of 2 inches, whichever is the greater. Pavement shall then be overlaid full width with a minimum of 2.0 inches compacted HMA. Prior to the overlay, transverse joints and vertical curb lines shall be planed in accordance with figure 5-021. Exceptions to this overlay requirement will be granted only through variance, subject to approval by the County Road Engineer, after considering the pre-existing condition, damage caused by construction, and rating of the pavement. Concrete pavement shall be restored consistent with Section 5-05 of the WSDOT/APWA Standard Specifications. Any concrete pavement traffic lane affected by the trenching shall have all affected panels replaced.

B. Existing Roadways:

1. Cuts on Traveled Way

All hard surface roadways shall be jacked or bored. Exceptions will be on a case-by-case basis with the expressed permission of the County Road Engineer if it can be shown that jacking or boring are not possible due to conflicts or soil conditions, or unless the utility, including drainage structures, can be installed just prior to reconstruction or overlay of the roadway.

2. Cuts Parallel to Road Alignment:

   In cuts parallel to the road alignment, the entire trench shall meet the requirements of Section 8.03A (2) of these Standards. Trench restoration shall satisfy the requirements of Section 8.03A(2)(d) when cuts occur within the traveled way. All cuts outside the traveled way that are located in paved areas shall be restored. The restoration shall include but is not limited to repairing all failures and cracking of the paved surface, repairing failures caused by the construction activity, rebuilding the cross slope to uniformity, and overlaying the area where the pavement was removed.

3. Cuts Transverse to Road Alignment

   a. Without exception, the entire trench shall be backfilled with 1¼-inch minus crushed surfacing base course meeting the requirements of Section 9-03.9(3) of the WSDOT/APWA Standard Specifications. Backfill shall be placed and compacted mechanically in 6- inch lifts to 95 percent of the maximum density as determined by the compaction control tests described in Section 2-03.3(14)D of the WSDOT/APWA Standard Specifications. If the capability can be demonstrated, based on compaction equipment or quality of backfill to achieve 95 percent density in thicker lifts, the depth of backfill lifts may be increased up to 1 foot. If the Inspector approves use of CDF, it shall meet the requirements of Section 8.03(C) of these Standards.

   b. After backfill and compaction, an immediate cold mix patch shall be placed and maintained in a manner acceptable to the County Road Engineer. On asphalt pavement, a permanent hot mix patch the same thickness as the existing asphalt or a minimum of 2 inches, whichever is the greater, shall be placed and sealed with a paving grade asphalt within 30 calendar days. Cement concrete pavement shall be restored with an eight-sack mix, using either Type II or Type III cement, within 30 calendar days.

C. Controlled Density Backfill:

   As an alternative to mechanical compaction, trench backfill above the bedding and below the base course or ATB may be accomplished by use of controlled density backfill (CDF) in a design mixture according to Section 2-09.3(1) E of WSDOT/APWA Standard Specifications. The contractor shall provide a mix design in writing and the CDF shall not be placed until the Engineer has reviewed the mix design. CDF shall meet the requirements of Section 6-02.3(5)C of the WSDOT/APWA Standard Specifications and shall be accepted based on a Certificate of Compliance. The producer shall provide a Certificate of Compliance for each truckload of control density fill. The Certificate of Compliance shall verify that the delivered material is in compliance with the mix design. Testing of CDF shall be in accordance with ASTM D4832.

Note: On crossings required to be opened to traffic, and prior to final trench restoration, steel plates shall be installed by the contractor as directed by the County Road Engineer or Development Engineer.

8.04 Notification and Inspection

Consistent with Section 9.02 of these Standards, any applicant, utility, or others intending to trench existing or proposed traveled county roads shall notify the county as set forth in Section 9.02 of these Standards for all work associated with a land use permit, and not less than one working day prior to beginning utility construction. This notification shall include:

1. Location of the work and application/permit number
2. Method of compaction to be used
3. Day and hour when compaction is to be done
4. Day and hour when testing is to be done.

As set forth in Section 9.03 of these Standards, failure to notify may necessitate testing or retesting by King County at the expense of the Applicant or Utility. Furthermore, the work may be suspended pending satisfactory test results.

8.05 Final Adjustment (To Finish Grade)

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

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

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

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

In addition to restoration of the road as described above, the responsible applicant, utility, contractor, etc., shall care for adjacent areas in compliance with Sections

1-04.11 "Final Cleanup" and 8-01 "Roadside Seeding" in the WSDOT/APWA Standard Specifications. In particular:

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

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

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

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

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

CHAPTER 9. CONSTRUCTION CONTROL AND INSPECTION

9.01 Basis for Control of the Work

A. Work performed in the construction or improvement of public or private roads shall be done in accordance with these Standards and approved plans and any other specifications (Section 1.07) or guidelines. It is emphasized that no work may be started until such plans are approved. Any revision to such plans shall be approved, by the County Road Engineer or Development Engineer before being implemented.

B. The County Road Engineer is authorized to enforce the Standards as well as other referenced or pertinent specifications or guidelines. The County Road Engineer will appoint project engineers, assistants, and inspectors as necessary to inspect the work and they will exercise such authority as the County Road Engineer may delegate.

C. Provisions of Section 1-05 of the WSDOT/APWA Standard Specifications shall apply, with the term "Engineer" therein construed to be the County Road Engineer as defined in Section 1.13.

9.02 Inspection

Generally, on all privately developed infrastructure road and drainage facility construction proposed or in progress by a private developer, control and inspection will be done by the DPER land use inspection staff, on behalf of the County Road Engineer. The custodial agency, (i.e., Road Services Division and Water and Land Resources Division) performs the maintenance/defect inspections. The County Road Engineer must approve any variances from the Standards during construction.

The applicant is ultimately responsible for quality control of construction and the assurance of meeting the standards. DPER and the custodial agency inspectors monitor these activities with enforcement authority when requirements are not met. All work conducted on electrical and communications systems to be maintained by the county shall be inspected by the King County Department of Transportation Electrical Inspector. The LUIS Inspector coordinates the inspections.

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

The inspector has the authority to reject defective material and suspend work that is being done improperly. The inspector may advise the applicant or contractor of any faulty work or materials; however, failure of the inspector to advise the

applicant or contractor does not constitute acceptance or approval. At the inspector's order, the applicant/contractor shall immediately remedy, remove, replace, or dispose of unauthorized or defective work or materials and bear all the costs of doing so.

All roadway and drainage infrastructures must be inspected. Subgrade inspection will not commence until density tests confirm that the compaction is in accordance with the specifications. Prior to any critical task being started the applicant/developer must schedule in advance with DPER. At a minimum the following critical tasks require advance notification:

A. Preconstruction Conference: Three working days prior notice. Conference must precede the beginning of construction and include the applicant, contractor, design engineer, utilities, and other applicable participants. Plan approvals and permits must be in hand prior to the conference.

B. Clearing and Temporary Erosion/Sedimentation Control: One working day notice prior to initial site work involving drainage and installation of temporary erosion/sediment control. Such work to be in accordance with Section 7.06 and the approved plans.

C. Utility and Storm-Drainage Installation: One working day notice prior to trenching and placing of storm sewers and underground utilities such as sanitary, water, gas, power, telephone, and TV lines. See Section 8.03 for additional information.

D. Utility and Storm Drainage Backfill and Compaction: One working day notice before backfill and compaction of storm sewers, drainage structures, and underground utilities.

E. Subgrade Completion: One working day notice at stage that underground utilities and roadway grading are complete; to include placement of gravel base if required. Inspection to include compaction tests and certifications described in Sections 8.03 and 9.04 of these Standards and observation of the proof roll.

F. Curb and Sidewalk Forming: One working day notice to verify proper forming and preparation prior to placing concrete.

G. Curb and Sidewalk Placement: One working day notice to check placement of concrete.

H. Sidewalk Forming: One working day notice to verify forms and crushed surfacing base preparation.

I. Crushed Surfacing Placement: One working day notice to check placement and compaction of crushed surfacing base course and top course.

J. Paving: Three working days' notice in advance of paving with asphalt or Portland cement concrete.

K. Structural: Three working days notice prior to each critical stage such as placement of foundation piling or footings, placement and assembly of major

components, and completion of structure and approaches. Structural tests and certification requirements will be as directed by the County Road Engineer.

L. Punchlist Inspection: Fifteen working days prior to overall check of road or drainage project site, to include completion of paving and associated appurtenances and improvements, cleaning of drainage system, and all necessary clean-up. Prior to approval of construction work, acceptance and release of construction performance financial guarantees, the applicant/contractor shall pay any required fees, submit any required maintenance and defect financial guarantees, provide a certificate of monumentation and submit required archival quality plans (see Section 1.11), final corrected plans (as-built drawings) reflecting all minor and design plan changes of the road and drainage systems. The Development Engineer shall specify the number of blue-line sets as warranted by the type of improvement. Mylars and blue-line drawings shall not have shading or adhesive addition in any areas except as allowed in Section 1.10 of these Standards.

M. Final Maintenance Inspection: The final maintenance inspection is performed by the Department of Transportation Road Services Division and/or the Department of Natural Resources and Parks Water Land and Resources Division 45 days prior to the end of the maintenance period. Prior to release of the maintenance financial guarantee, there shall be successful completion of the maintenance period as described in Section 1.14, replacement/repair of any failed facilities, and the payment of any outstanding fees.

9.03 Penalties for Failure to Notify and Obtain Approval

Notification by the applicant or the applicant's contractor, at the necessary time frames noted above, is essential for the county to verify, through inspection, that the work meets the standards. Failure to notify and obtain approval will result in the county requiring sampling and testing with certification either by an approved private laboratory or the King County Materials Laboratory. Costs of such testing and certification shall be borne by the applicant. If the test results conclude that the unauthorized work doesn't meet the Standards, the applicant will be required to remove the unauthorized material and replace it with materials that meet the Standards at his/her own expense. At the time that such action is directed by the County Road Engineer, further work on the development may be limited or prohibited until all directed tests have been completed, approved, and all corrections identified by the county have been made to the satisfaction of the County Road Engineer. If necessary, the county may take further action as set forth in King County Code Title 23, Enforcement.

9.04 Control of Materials

A. Source of Supply and Quality of Materials: The contractor shall notify the County Road Engineer of Development Engineer of proposed sources of supply for all materials to be furnished. The County Road Engineer or Development Engineer shall approve the source of supply of each of the materials before the delivery is started. Representative preliminary samples or

test data of the character and quality prescribed may be required to be submitted by the contractor or producer for examination by the County Road Engineer or Development Engineer.

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

B. Samples and Tests: At the direction of the Development Engineer, the applicant shall direct a certified testing laboratory to conduct necessary field and/or lab tests of materials or methods. All testing shall be in accordance with WSDOT, ASTM and/or AASHTO standards. The applicant/developer shall furnish samples of all materials as requested by the Development Engineer. Materials shall not be used until approved.

   The testing laboratory and Inspector should be present during all field tests. Regardless, the Development Engineer shall be furnished certified copies of the complete test reports directly from the testing laboratory.

9.05 Construction Control in Developments

The provisions of Section 2-03 of the WSDOT/APWA Standard Specifications apply in all respects to development construction unless otherwise instructed by the County Road Engineer. The following elements are mentioned for clarification and emphasis:

A. Embankment and Cut Section Compaction: Each layer of the entire embankment shall be compacted to 95 percent of the maximum density as determined by the compaction control tests described in Section 2-03.3(14)D of the WSDOT/APWA Standard Specifications – Method C. In the top two-feet, horizontal layers shall not exceed four-inches in depth before compaction. No layer below the top two-feet shall exceed eight-inches in depth before compaction. The Contractor shall use compacting equipment approved by the Engineer. Any embankment inaccessible to large compacting equipment shall be compacted with small mechanical or vibratory compactors. Controlled Density Fill shall be used in areas that are difficult to reach with any equipment. The moisture content of the material shall not vary more than 3 percent above or below optimum determined by the tests described in Section 2-03.3(14)D.

B. Testing for In-Place Density and Moisture Content

   1. Prior to placing any surfacing material on the roadway, it will be the responsibility of the applicant/contractor to provide density test reports

reviewed and approved by a professional engineer and accepted by the Inspector. Optimum moisture content, maximum density, in-place density and moisture content shall be determined by methods cited in Section 2-03.3(14) D of WSDOT/APWA Standard Specifications or by other test procedures approved by the County Road Engineer. For work to be accepted, tests must show consistent uniform density and moisture content as required by tests referenced above.

2. Compaction reports are required for all projects. The reports shall include a sketch showing the locations the tests were taken. Compaction testing shall be accomplished as backfill or embankment construction progresses. At a minimum, compaction tests are required at the following locations. Additional tests and/or shorter intervals may be required by the inspector.

   a. Embankment: In fill sections every 1,000 cubic yards or fraction thereof on each lift of fill. In cut sections, once for every 100 linear feet or 500 square yards, whichever results in a greater number of tests.

   b. Trench lines: At 150 foot intervals (or between structures if less than 150 feet) and for every two foot depth of material placed or as required by the County Road Engineer.

   c. Road and shoulder subgrade: At 50 foot intervals.

   d. All curb and gutter locations: At 150 foot intervals, each side.

   e. Crushed Surfacing: At 100 foot intervals.

   f. All sidewalk, walkway and/or bikeway locations: At 150 foot intervals, each side.

   g. Drainage structures: For every two foot of backfill at each structure, unless controlled density fill is used.

   h. Hot Mix Asphalt (HMA): A minimum of five density tests per 400 tons or portion thereof.

   In cases where tests or frequency of testing do not meet the minimum standard, corrective action shall be taken as directed by the applicant's engineer and approved by the inspector. Retests shall show passing densities prior to placing the next lift of fill.

C. Unsuitable Foundation Excavation

The contractor shall excavate unstable natural ground before building any embankment over it. This unstable material may include peat, muck, swampland, buried logs and stumps, or other material not fit for a base. If unsuitable material is encountered, the applicant/contractor shall immediately contact the Inspector. No fill, backfill or permanent parts of a structure shall progress until authorized by the Inspector. Corrective actions may include, but are not limited to, over excavation, dewatering and/or development and

approval of a special design section. The contractor shall excavate such material to the boundaries set by the Inspector.

9.06 Subgrade

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

9.07 Construction Staking

To ensure that the construction meets the intent of the engineering design, construction staking performed by or under the direction of a licensed Washington State land surveyor, is required. Construction staking shall consist of, but not limited to, the following:

A. Easement/Right-of-Way lines
B. Easements and/or tracts
C. Slope stake sub-grade
D. Catch basins
E. Gutter line
F. Top of sub-grade
G. Top of gravel base
H. Top of crushed surfacing, if required
I. Drainage
J. Quarter points on cul-de-sacs
K. Centerline stations

Staking location shall be determined by the inspector at the pre-construction conference and during construction.

9.08 Traffic Control in Development Construction

A. Interim Traffic Control: The applicant/contractor shall be responsible for interim traffic control during construction on or along traveled county roads. When road or drainage work is to be performed on county roads that are open to traffic, the applicant/contractor will be required to submit a traffic control plan for approval by the Development Engineer prior to beginning the work. Traffic control shall follow the guidelines of Section 1-07.23 of the WSDOT/APWA Standard Specifications. All barricades, signs and flagging shall conform to the requirements of the MUTCD Manual. For more specific requirements for barricades, see Section 5.07 and figure No. 5-002. Signs must be legible and visible and should be removed at the end of each workday if not applicable after construction hours.

B. Temporary Road Closures and Detours: When temporary road closures cannot be avoided the applicant/contractor shall post "This Road Will Be Closed" signs a minimum of 10 days prior to the closing. The types and locations of the signs shall be shown on a detour plan. A proposal for a road closure and a detour plan must be prepared and submitted to the Department of Transportation, Traffic Engineering Section at least 20 working days in advance, (40 calendar days if arterial) and approved prior to closing any county road. In addition, the applicant/contractor must notify, in writing, local fire, school, and law enforcement authorities, Metro transit, and any other affected persons as directed by the County Road Engineer at least 10 days prior to closing.

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

When required, the haul route plan must be prepared and submitted to the Development Engineer and approved prior to beginning or continuing construction. The haul route plan shall address routing, hours of operation, signage and flagging, and daily maintenance.

If the developer/contractor ‘s traffic fails to use the designated haul route, the Development Engineer may prohibit or limit further work on the development until such time as the requirements of the haul route are complied with.

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

9.09 County Forces and County Contract Road Inspection

Road construction performed by County forces or by contract for the County will be inspected under the supervision of the County Road Engineer.

9.10 Call Before You Dig

Builders are responsible for timely notification of utilities in advance of any construction in right-of-way or utility easements.

9.11 Utility Certification

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

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ATTACHMENT 2

August 4, 2016

The Honorable Joe McDermott
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember McDermott:

This letter transmits three ordinances that will amend King County Code Title 14 and Title 46 (KCC Title 14 and 46). The amendments will update KCC Title 14 and 46 to be consistent with state law, current standards and recent court decisions; modernize King County government and practices; repeal obsolete sections; and provide better public access to information and code.

The Road Services Division has led a comprehensive review and rewrite of both KCC Title 14 and 46 in conjunction with Council staff, the Clerk of the Council, the County Code Reviser, and the Prosecuting Attorney's Office. The rewrite of KCC Title 14 and 46 updates and modernizes the code to be consistent with state law and current practices while improving the readability of the code and access to information from the perspective of the public.

KCC Title 14
The attached ordinance regarding KCC Title 14 reflects numerous changes to the code with respect to the administration and road standards sections of the code. Highlights of major policy changes, updates to general code organization, and updates to improve the public's experience working with the code as set forth in the proposed ordinance include:

- Repealing sections of the code that refer to Revised Code of Washington (RCW) sections which have been repealed or revised;
- Revising the road standards regarding clear zone to include language that requires utilities to not be placed in the clear zone unless other reasonable alternatives do not exists, and as needed, existing utilities within the clear zone must be moved or mitigated;

- Revising road vacation provisions to be consistent with the recently adopted state law regarding the allowance to include the value of the transfer of liability or risk, increased value to the public in property taxes, and the costs for management and maintenance to determine the appropriate compensation for the road right-of-way being vacated;
- Repealing Chapter 14.38 Road Closures and Reopening by Petition to update provisions in the code that are outdated and have never been used;
- Reorganizing the Title so that all defined terms are consolidated under one definition section to ensure consistency of definitions as well as improved readability of the code by the public;
- Consolidating all fee provisions under Title 14A to improve timely updates when needed and improve ease of access by the public;
- Modernizing the publication of reports and information by publishing them on the County's website to improve public access to information, such as notice of bridge closures, load limited bridges, the road system, and snow emergency routes; and
- General update to the code language to reflect current drafting standards.
- Recodifying Chapter 14.60 Commute Trip Reduction as a new chapter in KCC Title 28.

As stated above, this ordinance addresses the administrative and road standards sections of the KCC Title 14. It does not include updates on the rights-of-way, permit system for County property, utilities on County rights-of-way, wireless communication facilities, and utilities on County properties chapters as these chapters are still being reviewed and updated. These remaining KCC Title 14 chapter updates will be transmitted to Council for consideration by the first quarter of 2017.

KCC Title 46

The current KCC Title 46, as written, has adopted provisions and revised Washington State law that may not be enforceable. The revised Title 46 has been reviewed and analyzed to include only those provisions that are not clearly addressed in the RCW and are necessary additions to provide a safer transportation system to the residents of King County. The proposed Title 46 is also consistent with neighboring counties so that drivers will experience a regional transportation system that is seamless in both operation and enforcement.

King County's Traffic Code has not been comprehensively updated since 1981. Proposed major changes to the code as set forth in the proposed ordinance include:

- Repealing sections of the code that refer to RCW sections that have been repealed or revised;
- Implementing a speed limit of 35 mph on County roads and 25 mph in residential districts, unless otherwise posted;
- Replacing "speed limit schedules" with a list of County roadways with posted speed limits and a GIS-based map;

- Repealing Chapter 46.10 "No Cruising";
- Adding a new chapter "No Racing or Attending Illegal Races"; and
- Revising the existing traffic violation penalties to be subject to a monetary penalty per the Infraction Rules for Courts of Limited Jurisdiction 6.2.

The proposed changes to the existing KCC Title 14 and 46 will address and further the goals of the King County Strategic Plan in the following ways:

- Efficient, Accountable Regional and Local Government: *Ensure that County government operates efficiently and effectively and is accountable to the public* is further advanced by modernizing government by updating outdated provisions of the code, using the County website to publish reports and notices, and clarifying and improving the process for road vacation petitions.
- Safety and Justice
  - Objective 1e: *Collaborate with local jurisdictions to define and provide regional law, safety and justice service* is further advanced by using the Infraction Rules for Courts of Limited Jurisdiction to apply consistent traffic infractions regionally.
  - Objective 2b, c: *Prosecute accused individuals fairly and efficiently* and *Manage and resolve court cases in a timely manner* will be met by using the Infraction Rules for Courts of Limited Jurisdiction to treat violators equitably and with less confusion over fines.
- Service Excellence
  - Objective 4: Increase access to King County services, personnel and information will be furthered by publishing reports and notices on the County's website and holding speed limit revision hearings at convenient times and locations to increase fairness and opportunity for citizen involvement.

The proposed ordinance includes penalties for violations of selected provisions of the ordinance. Accordingly, per RCW 36.32.120(7), the proposed ordinance must be advertised in an official newspaper 10 days prior to adoption.

A portion of the existing KCC Title 46 relates to the daily operation and activities of the King County Sheriff's Office (KCSO). The Road Services Division coordinated and collaborated with KCSO on those sections and has included their revisions in this proposal. Because of this coordinated effort, KCSO will be able to more effectively and efficiently enforce the provisions of KCC Title 46 to provide safer roadways for the citizens of unincorporated King County.

Thank you for your consideration of these ordinances. This important legislation to amend King County Code Title 14 and 46 will result in a more efficient, streamlined roads and bridges and traffic code and will create easier access for King County residents and enhanced traffic safety for the traveling public.

If you have any questions regarding these ordinances, please contact Brenda Bauer, Director, Road Services Division, at 206-477-3580.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Carolyn Busch, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance Strategy and Budget
Harold S. Taniguchi, Director, Department of Transportation (DOT)
Brenda Bauer, Director, Road Services Division, DOT
The Honorable John Urquhart, King County Sheriff

2015/2016 FISCAL NOTE

Ordinance/Motion:
Title: King County Code Title 14 Roads and Bridges Amendments
Affected Agency and/or Agencies: Department of Transportation (DOT)
Note Prepared By: Rey Sugui, Project/Program Manager
Date Prepared: June 26, 2016
Note Reviewed By:
Date Reviewed:

Description of request:

Revenue to:

Agency	Fund Code	Revenue Source	2015/2016	2017/2018	2019/2020
TOTAL			**0**	**0**	**0**

Expenditures from:

Agency	Fund Code	Department	2015/2016	2017/2018	2019/2020
TOTAL			**0**	**0**	**0**

Expenditures by Categories

	2015/2016	2017/2018	2019/2020
TOTAL	**0**	**0**	**0**

Does this legislation require a budget supplemental? No

Notes and Assumptions:

1. An Ordinance relating to KCC Title 14 amendments. The amendments reflect a comprehensive review and rewrite of the KCC Title 14 that updates and modernizes the code to be consistent with state law and current practices while improving the readability of the code and access to information from the perspective of the public.

2. Approval of the legislation has no fiscal impact to the DOT.

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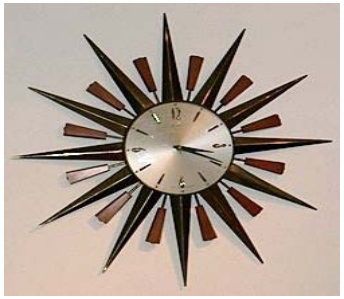
Road Related Code Modernization



Why now?

- Resolves conflicts with state law
- A comprehensive look at road related code, some dating to 1945, last major update in 1994
- Reflect a more rural system
- Allows the county to respond quicker to changing conditions

King County

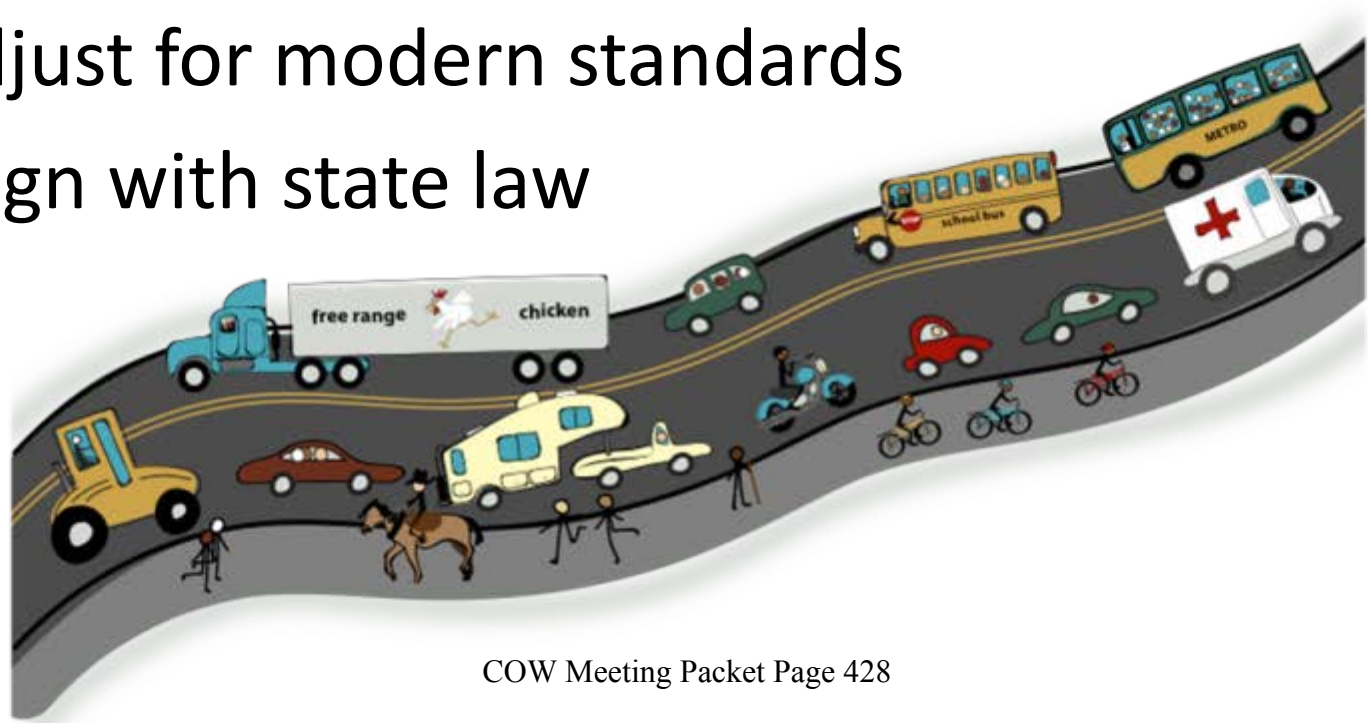
Who was involved?

- Clerk of the Council, Code Reviser
- Council staff
- Facilities Management and DPER staff
- Prosecuting Attorney's Office
- County Road Engineer
- DOT/Road Services Division staff

Titles 14 Modernization

County code should flow with:

- Clear expectations – user friendly
- Responsibilities defined
- Adjust for modern standards
- Align with state law



Title 14
The Official Road System Code

- The map – adding or subtracting right-of-way
- How roads can be used
- Road construction standards
- Permits and utilities
- Concurrency and mitigation payments

What's modernizing?

- Publication methods: using the county's website.
- Repealing unused provisions like public benches.
- Moving fees and definitions in the appropriate places in the code
- Mitigation Payment System

What's matching state law?

- Revising road vacation provisions to match new RCW provisions.
- Allows county to consider value like reduced risk and maintenance costs, property tax benefits, other public benefits.

Bridges & Roads Task Force High Impact Recommendation:

Transfer unnecessary right of way

County Road Engineer

- Clarifying that the County Road Engineer can carry out day to day operations (close bridges, load limit bridges/roads, respond to emergencies) for reasons of public safety or risk to the road infrastructure.
- Update the road vacation process and clarify the County Road Engineer's responsibilities in the process.

Questions?

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King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	9	**Name:**	Lise Kaye
Proposed No.:	2016-0411	**Date:**	October 17, 2016

SUBJECT

A motion approving the second quarter 2016 report on Emergent Needs and Unanticipated Project Costs prepared by the Road Services Division in the Department of Transportation.

SUMMARY

Proposed Motion 2016-0411 would approve the second quarter 2016 report on Emergent Needs and Unanticipated Project Costs prepared by the Road Services Division in the Department of Transportation as required by a proviso in the 2015-2016 adopted budget. The report shows a combined transfer of $580,000 of appropriation authority from the Quick Response project to the Dockton Road SW Erosion Protection project and the Berrydale Overcrossing Repair project and a $21 transfer from Emergent Needs to reconcile year-end accounting. Approval of the motion would release $75,000 to the Road Services Division, per the proviso.

BACKGROUND

The Executive's proposed 2015-16 budget for the Road Services Division (RSD) implemented an operational shift from planned investments to reactive system management. The RSD's 2015-2016 business plan states that, "With insufficient funds for preservation or replacement of infrastructure, available revenues will be focused on reacting to the higher risks associated with the deteriorating road system." This revision was a response to the RSD funding shortfall, recent experience with emergency roadwork expenses, and a desire not to promise capital projects that would be cancelled if emergency repairs required additional revenue.

The adopted RSD CIP for 2015-2016 cancelled 11 projects and pooled revenue into response-oriented programs such as Emergent Need-Existing Projects, which replaces the Cost Model pooled contingency program, and Quick Response, which addresses core safety and regulatory-driven repairs.

Table 1 below identifies funding changes from the approved 2013-2014 budget associated with major RSD CIP projects:

Table 1. Road Services Division CIP Funding Changes: 2013/14 vs. 2015/16

CIP Project	Description	2015/16 Adopted	2013/14 Approved	Percent Change
Emergent Needs – Existing Projects (1026798)	Replaces the "cost model" line item from previous years; serves as a pooled contingency fund for unanticipated costs.	$6 million	$4.1 million	+46%
Bridge Priority Maintenance (1027160)	Down from previous funding levels of $800,000 in 2013/14; projects selected from priority array in the annual Bridge report.	$0.5 million	$0.725 million	-31%
Quick Response (1027163)	Repair fund will prioritize emerging core safety and regulatory-driven repairs on Tier 1, 2 and 4 roadways (Tier 4 are sole access routes), as well as those for which it is significantly more cost effective to repair now than later. Some repairs may only stabilize the site pending additional revenue.	$7 million	$4 million	+75%
Preservation	One $4 million overlay contract to be let in Spring 2015, *if emergent needs do not arise earlier in the biennium.* The remaining funds will address spot treatments at high risk areas. Areas will be selected by pavement condition score, tier and average daily trips (ADT)	$7.5 million	$9.1 million	-17%
South Park Bridge	Costs for contractor's delay in meeting construction milestones	$6 million	$0	+100%
Drainage Preservation	Addresses high priority drainage projects (existing or emergent) that pose a high safety and/or regulatory risk to Tier 1, 2 and 4 roadways. Drainage priorities are identified by a combined Field Priority Score and Habitat Evaluations.	$8 million	$9.5 million	-15%
Facility Preservation	Addresses approximately half of the most urgent deferred maintenance and preservation needs of the division's facility assets, and funds additional facility consolidations	$2.4 million	$0	+100%

Table 2 lists projects deleted from the previous (2013/2014) CIP as a result of the shift toward more programmatic budgeting:

Table 2: Projects Deleted from 2013/14 CIP

Project No.	Name	Proposed Disappropriation
1026727	100 Ave NE/NE 132 - NE 137	($372,713)
1026791	SE Summit Landsburg Rd	($462,659)
1026793	Green Valley Bridge –end of 180 Ave NE	($229,171)
1047575	Green Valley Bridge: 202 Place-212 Ave SE	($236,960)
1111170	Cottage Lake Creek Bridge Replacement	($178,124)
1111174	Miller River Bridge Replacement	($2,500,000)
1114796	SE 277 St Bridge	($86,380)
1115255	NE Woodinville/Duvall Road @ West Snoqualmie Valley Road	($498,000)
1115260	Bear Creek Bridge	($172,463)
1116546	SW Cemetery Rd & Beall Road SW	($790,000)
1111817	South Regional Maintenance Facility	($35,293)
TOTAL		**($5,561,763)**

The significant shift from specific project investments to a program-based capital budget led Council to adopt the following budget proviso to track expenditures for emergent needs and unanticipated project costs:

SECTION 53.P2.

Of this appropriation, $525,000 shall not be expended or encumbered until the executive transmits seven quarterly reports on expenditures for each prior quarter for emergent needs and unanticipated project costs and motions that approve the quarterly reports and the motions are passed by the council. The motions shall reference the subject matter, the proviso's ordinance, ordinance section and proviso number in both the title and body of the motion. Upon transmittal of each motion, $75,000 is released for the expenditure.

Each report shall include, but not be limited to, identified needs, funding requests and expenditures for emergent needs and unanticipated project costs and shall explain the rationale and the policy basis relative to the 2014 update to the Strategic Plan for Road Services for project selection. If identified unanticipated needs and funding requests exceed budgeted capital improvement program revenue, the report shall detail the process used by the department to prioritize the expenditures.

The executive must file the seven quarterly reports by May 15, 2015, August 15, 2015, November 15, 2015, February 15, 2016, May 15, 2016, August 15, 2016, and November 15, 2016, and the motions required by this proviso by those same dates in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff, the policy staff director and the lead staff for the transportation, economy and environment committee or its successor.

Proposed Motion 2016-0411 transmits the sixth of seven quarterly reports. The report shows a transfer of $580,000 of appropriation authority from the Quick Response project to the Dockton Road SW Erosion Protection project and the Berrydale Overcrossing Repair project and a $21 transfer from Emergent Needs to reconcile year-end accounting. Approval of the motion would release $75,000 to RSD per the proviso.

ANALYSIS

Quick Response Transfers

According to the Executive's report, the Road Services Division transferred $500,000 of appropriation authority from the Quick Response project to the Dockton Road SW Erosion Protection project (No. 1129290). The project will construct a trench on the shoulder of the northbound side of the road and adjacent to a failed private barge dock to stabilize the roadway from further erosion. The Road Services Division also transferred $80,000 of appropriation authority from the Quick Response project to the Berrydale Overcrossing Repair project (No. 1129625). The bridge is on the Kent-Black Diamond Road that connects the town of Black Diamond and the city of Enumclaw to State Route 18. The project will re-repair failed patches on the timber deck and replace loose timber blocks that connect the bridge rails to the bridge posts.

The Executive reports that the basis for prioritizing these expenditures of the Quick Response funds over other unprogrammed needs was the risk of property and personal losses. The Report states that the project meets Goals 1 and 3 of the Strategic Plan for Road Services:

- Goal 1: Prevent and respond to immediate operational life safety and property damage hazards.
- Goal 3: Maintain and preserve the existing roadway facilities network.

At the end of the second quarter of 2016, the remaining appropriation authority in the Quick Response project was approximately $5.2 million.

Emergent Needs Transfers

The report shows a $21 transfer of Emergent Needs funds for the second quarter of 2016. The transfer to the sidewalk project on SW Roxbury (No. 1026740) makes a technical adjustment to close out year-end accounting. The report shows a balance of approximately $5.6 million in this project at the end of the second quarter of 2016.

ATTACHMENTS

1. Proposed Motion 2016-0411 and Attachment A. Road Services Division Second Quarter 2016 Expenditures for Emergent Needs and Unanticipated Project Costs Summary Report
2. Transmittal Letter

INVITED

1. Brenda Bauer, Director, King County Road Services Division

KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 10, 2016

Motion

Proposed No. 2016-0411.1 **Sponsors** Lambert

A MOTION approving the Second Quarter 2016 Expenditures for Emergent Needs and Unanticipated Project Costs Summary Report prepared by the road services division in the department of transportation as required in the 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 53, Proviso P2.

WHEREAS, the King County council in adopting the 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 53, Proviso P2, stated that $525,000 shall not be expended or encumbered until the executive transmits seven quarterly reports on expenditures for each prior quarter for emergent needs and unanticipated project costs and motions that approve the quarterly reports and the motions are passed by the council. The motions shall reference the subject matter, the proviso's ordinance, ordinance section and proviso number in both the title and body of the motion. Upon transmittal of each motion, $75,000 is released for the expenditure, and

WHEREAS, the proviso response reports shall include, but not be limited to, identified needs, funding requests and expenditures for emergent needs and unanticipated project costs and shall explain the rationale and the policy basis relative to the 2014 update to the Strategic Plan for Road Services for project selection, and

WHEREAS, if identified unanticipated needs and funding requests exceed budgeted capital improvement program revenue, the report shall detail the process used by the department to prioritize the expenditures, and

WHEREAS, the King County executive has transmitted to the council its sixth report that contains the required information responding to the proviso, and

WHEREAS, the council has reviewed the road services division report;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The sixth Expenditures for Emergent Needs and Unanticipated Project Costs Summary Report, which is Attachment A to this motion, is hereby approved.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

J. Joseph McDermott, Chair

ATTEST:

_____

Anne Noris, Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Dow Constantine, County Executive

Attachments: A. Road Services Division Second Quarter 2016 Expenditures for Emergent Needs and Unanticipated Project Costs Summary Report

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Road Services Division
Second Quarter 2016 Expenditures for
Emergent Needs and Unanticipated Project Costs Summary Report

Use of Quick Response

Project No.	Project Name	2015/16 Adopted	Second Qtr Transfer Amount	Prior Qtrs Transfer Amount	Remaining Appropriation
1027163	Quick Response	$7,000,000	($580,000)	($1,143,302)	$5,276,698

Second Quarter Transfer:

The table below presents the project(s) to which the Quick Response second quarter amount shown above has been transferred. The project(s) as well as the correlations to the strategic plan and project prioritization are discussed in more detail below.

Project No.	Project Name	Original Budget	Transfer Amount	Final Budget
1129290	Dockton Road SW Erosion Protection	$0	$500,000	$500,000
1129625	Berrydale Overcrossing 3086OX Repair	$0	$80,000	$80,000

Dockton Road SW Erosion Protection

The purpose of this project is to construct a rock-filled trench on the shoulder of the northbound side of the road and adjacent to a failed private barge dock to stabilize the roadway from further erosion. The heavily traveled roadway, which also serves as an alternate route to the major arterial on Vashon Island, is vulnerable to erosion from wave and tidal action. The division prioritized these expenditures over other unprogrammed needs due to the potential of property and personal losses.

This project meets the following key goals of the Roads strategic plan:

Goal 1: Prevent and respond to immediate operational life safety and property damage hazards.
Goal 3: Maintain and preserve the existing roadway facilities network.

Berrydale Overcrossing Bridge

The purpose of this project to repair portions of the timber deck and replace timber rail blocks as necessary on the Berrydale Overcrossing Bridge that was originally built in 1931. The bridge is located on heavily traveled Kent-Black Diamond Road that connects the communities of Black

Diamond and Enumclaw to State Route 18. Several soft spots on the deck have been patched but the patches are not holding up and water is leaking through resulting in the erosion of the soft banks below the bridge. The erosion may result in undermining the shallow post footings of the bridge. In addition, vibrations from the high traffic volume are causing the timber blocks, which connect the bridge rails to the bridge posts, to come loose. The division prioritized these expenditures over other unprogrammed needs due to the potential of property and personal losses.

Goal 1: Prevent and respond to immediate operational life safety and property damage hazards.
Goal 3: Maintain and preserve the existing roadway facilities network.

Use of Emergent Need Funds

Project No.	Project Name	2015/16 Adopted Plus Carry Forward	Second Qtr Transfer Amount	Prior Qtrs Transfer Amount	Remaining Appropriation
1026798	Emergent Need	$14,505,689	($21)	($8,918,259)	$5,587,409

Second Quarter Transfers:

The table below presents the project(s) to which the Emergent Need second quarter amount shown above has been transferred. Since this master project serves as the administrative appropriation to balance the fund, these transfers address administrative technical adjustments necessary to finalize the reconciliation of the fund during year-end accounting. All projects have received prior approval from the Council and are now closed.

Project No.	Project Name	Original Budget	Transfer Amount	Final Budget
1026740	16A SW ITS Roxbury SW118	$1,355,664	$21	$1,355,685

ATTACHMENT 2

August 9, 2016

The Honorable Joe McDermott
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember McDermott:

As required by Ordinance 17941, Section 53, Proviso 2, I am transmitting to the King County Council a report, and a motion approving the report, regarding expenditures for emergent needs and unanticipated project costs of the Road Services Division of the Department of Transportation. The proviso reads as follows:

> *SECTION 53.P2.*
>
> *Of this appropriation, $525,000 shall not be expended or encumbered until the executive transmits seven quarterly reports on expenditures for each prior quarter for emergent needs and unanticipated project costs and motions that approve the quarterly reports and the motions are passed by the council. The motions shall reference the subject matter, the proviso's ordinance, ordinance section and proviso number in both the title and body of the motion. Upon transmittal of each motion, $75,000 is released for the expenditure.*
>
> *Each report shall include, but not be limited to, identified needs, funding requests and expenditures for emergent needs and unanticipated project costs and shall explain the rationale and the policy basis relative to the 2014 update to the Strategic Plan for Road Services for project selection. If identified unanticipated needs and funding requests exceed budgeted capital improvement program revenue, the report shall detail the process used by the department to prioritize the expenditures.*
>
> *The executive must file the seven quarterly reports by May 15, 2015, August 15, 2015, November 15, 2015, February 15, 2016, May 15, 2016, August 15, 2016, and November 15, 2016, and the motions required by this proviso by those same dates in the form of a paper original and an electronic copy with the clerk of the council, who*

> *shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff, the policy staff director and the lead staff for the transportation, economy and environment committee or its successor.*

During the second quarter of 2016, $580,000 of appropriation authority was transferred from Quick Response. Quick Response is a master project reserved for unexpected changes to the road system; this allows the division to set up a project to immediately begin a responsive project. In addition, $21 of appropriation authority was transferred from Emergent Need. The Emergent Need project provides funding for existing projects that experience unforeseen circumstances.

Quick Response funds were used for the following project:

<u>Project No. 1129290, Dockton Road SW Erosion Protection</u>
The purpose of this project is to construct a rock-filled trench on the shoulder of the northbound side of the road and adjacent to a failed private barge dock to stabilize the roadway from further erosion. The heavily traveled roadway, which also serves as an alternate route to the major arterial on Vashon Island, is vulnerable to erosion from wave and tidal action. The division prioritized these expenditures over other unprogrammed needs due to the potential of property and personal losses. $500,000 of appropriation authority was transferred from Quick Response to fund the project.

<u>Project No. 1129625, Berrydale Overcrossing 3086OX Repair</u>
The purpose of this project is to repair portions of the timber deck and replace timber rail blocks as necessary on the Berrydale Overcrossing Bridge that was originally built in 1931. The bridge is located on heavily traveled Kent-Black Diamond Road that connects the communities of Black Diamond and Enumclaw to State Route 18. Several soft spots on the deck have been patched but the patches are not holding up and water is leaking through resulting in the erosion of the soft banks below the bridge. The erosion may result in undermining the shallow post footings of the bridge. In addition, vibrations from the high traffic volume are causing the timber blocks, which connect the bridge rails to the bridge posts, to come loose. The division prioritized these expenditures over other unprogrammed needs due to the potential of property and personal losses. $80,000 of appropriation authority was transferred from Quick Response to fund the project.

Funds for these project address key goals of the Roads Strategic Plan: Goal 1: Prevent and respond to immediate operational life safety and property damage hazards; and Goal 3: Maintain and preserve the existing roadway facilities network.

Emergent Need funds in the amount of $21 were transferred to address an administrative technical adjustment necessary to true-up the difference between budget and actual expenditures based on a reconciliation of the fund during year-end accounting. The attached report provides additional details regarding the technical adjustment.

The attached motion and report are consistent with the King County Strategic Plan goal of supporting safe communities by maintaining safe and secure county-owned infrastructure, including roads and bridges.

It is estimated that this report and transmittal required two hours of staff time to produce at minimal cost.

Thank you for your consideration of the attached report and motion. If you have any questions, please feel free to contact Brenda Bauer, Road Services Director, at 477-3580.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Carolyn Busch, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Harold S. Taniguchi, Director, Department of Transportation (DOT)
Brenda Bauer, Director, Road Services Division, DOT

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King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	10	**Name:**	Lise Kaye
Proposed No.:	2016-0401	**Date:**	October 17, 2016

SUBJECT

An ordinance moving existing King County Code Chapter 14.60, Commute Trip Reduction, to a new chapter in King County Code Title 28.

SUMMARY

This proposed legislation consolidates sections of the King County Code that address Commute Trip Reduction into Title 28, Metropolitan Functions.

BACKGROUND

The state's 1991 commute trip reduction (CTR) law was designed to reduce traffic congestion, energy use and vehicle-related pollution by encouraging employees to make fewer commute-to-work trips in single-occupant motor vehicles. CTR requirements apply to "affected employers," those with one hundred or more affected employees[1] at a single worksite. Local jurisdictions with affected employer work sites were required to adopt CTR implementation ordinances; King County Code 14.60 is King County's CTR law for the unincorporated urban area. [2]

The state's 2006 CTR Efficiency Act (RCW 70.94.521 through RCW 70.94.555) requires each jurisdiction with at least one CTR affected employer site within its urban growth area to develop a CTR plan that demonstrates how the jurisdiction will make progress to meet the requirements of the law. Jurisdictions are also required to revise their CTR ordinances to ensure consistency with state law.

State law requirements focus on: (1) reducing Vehicle Miles Traveled ("VMT") by affected employees and (2) reducing the percentage of affected employee commute trips that are made by single occupant drivers. Affected employers are required to develop and implement CTR programs that comply with requirements established in RCW 70.94.531.

---

[1] Generally, "affected employees" are full-time employees who begin work between 6:00 a.m. and 9:00 a.m. on two or more weekdays for at least twelve contiguous months.

[2] According to Road Services staff, Delta Marine is currently the only CTR-affected employer in unincorporated King County.

In 2011, the Council adopted Ordinance 17034, approving the County's updated CTR Plan[3] for the unincorporated urban area. The plan:

- Adopts overall unincorporated area targets for reducing VMT and reducing the drive-alone percentage by affected employees.
- Adopts targets for the two affected employers to reduce VMT and reduce the drive-alone percentage by affected employees.
- Lists the elements for inclusion in affected employers' CTR programs consistent with state law requirements in RCW 70.94.531.
- Lists the CTR Plan work program elements that the County will implement, including the process for reviewing exemption and modification requests and the procedure for dealing with non-compliance issues.

ANALYSIS

The Proposed Ordinance will move King County Code Chapter 14.60, Commute Trip Reduction, from Title 14, Roads and Bridges to Title 28, Metropolitan Functions. The sections to be moved are listed below:

14.60.010	Definitions.
14.60.020	Commute trip reduction plan, base year values and zones.
14.60.030	Applicability.
14.60.040	Employer program requirements.
14.60.050	Schedule for submittal, review and implementation.
14.60.060	Criteria for goal attainment.
14.60.070	Credits, goal and program modifications, and exemptions.
14.60.080	Reconsideration - appeal.
14.60.100	Administrative rules and procedures.

Chapter 28, the Metropolitan Functions Title of the King County Code includes Section 28.94.110 entitled "Commute trip reduction program." This section authorizes

- the director to develop and administer a CTR program
- the executive to enter into agreements to provide commute CTR-related expertise and services to agencies and services, provided that
    - the department recovers its costs "to the maximum extent practicable," and
    - the Council approves the agreements[4]

ATTACHMENTS

1. Proposed Ordinance 2016-0401
2. Transmittal Letter
3. Fiscal Note

[3] Dated February 8, 2011.
[4] to the extent such approval is required by the King County Charter, ordinance and/ applicable state law (KCC 28.94.110)

INVITED

- Brenda Bauer, Director, Road Services Division
- Rick Brater, County Road Engineer

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KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 13, 2016

Ordinance

Proposed No. 2016-0401.1 **Sponsors** Lambert

AN ORDINANCE relating to commute trip reduction; amending Ordinance 10733, Section 1, as amended, and K.C.C. 14.60.010, Ordinance 10733, Section 2, as amended, and K.C.C. 14.60.020, Ordinance 10733, Section 3, as amended, and K.C.C. 14.60.030, Ordinance 10733, Section 4, as amended, and K.C.C. 14.60.040, Ordinance 10733, Section 5, as amended, and K.C.C. 14.60.050, Ordinance 10733, Section 6, as amended, and K.C.C. 14.60.060, Ordinance 10733, Section 6, as amended, and K.C.C. 14.60.070, Ordinance 10733, Section 8, as amended, and K.C.C. 14.60.080 and Ordinance 10733, Section 10, as amended, and K.C.C. 14.60.100, recodifying K.C.C. 14.60.010, K.C.C. 14.60.020, K.C.C. 14.60.030, K.C.C. 14.60.040, K.C.C. 14.60.050, K.C.C. 14.60.060, K.C.C. 14.60.070, K.C.C. 14.60.080, K.C.C. 14.60.100 and K.C.C. 28.94.110 and adding a new chapter to K.C.C. Title 28.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby established a new chapter in K.C.C. Title 28. This new chapter shall contain K.C.C. 14.60.010, as recodified by this ordinance, K.C.C. 14.60.020, as recodified by this ordinance, K.C.C. 14.60.030, as recodified by this ordinance, K.C.C. 14.60.040, as recodified by this ordinance, K.C.C. 14.60.050, as recodified by this ordinance, K.C.C. 14.60.060, as recodified by this ordinance, K.C.C. 14.60.070, as recodified by this ordinance, K.C.C. 14.60.080, as recodified by this ordinance, K.C.C. 14.60.100 as recodified by this ordinance, and K.C.C. 28.94.110, as recodified by this ordinance.

SECTION 2. K.C.C. 14.60.010, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

SECTION 3. Ordinance 10733, Section 1, as amended, and K.C.C. 14.60.010 are each hereby amended to read as follows:

The following definitions ((~~shall~~)) apply ((~~in the interpretation and enforcement of~~)) to this chapter unless the context clearly requires otherwise:

A. "Affected employee" means a full-time employee who begins ((~~his or her~~)) the employee's regular work day at a single work site between 6:00 a.m. and 9:00 a.m. ((~~(~~)), inclusive((~~)~~)), on two or more weekdays for at least twelve contiguous months and who is not an independent contractor. Seasonal agricultural employees, including seasonal employees of processors of agricultural products, are excluded from the count of affected employees.

B. "Affected employer" means an employer that employs one hundred or more affected employees at a single work site covered by the ((~~CTR~~)) commute trip reduction

((~~P~~))plan. Construction work sites are excluded from this definition when the expected duration of the construction is less than two years.

C. "Alternative commute mode" means any means of transportation to and from work other than driving a single-occupant motor vehicle, including scheduled work from home and work schedules that result in fewer commute trips.

D. "Baseline measurement" means the survey of affected employees conducted by an affected employer to determine the drive-alone rate and ((~~VMT~~)) vehicle miles travelled per affected employee.

E. "Carpool" means a motor vehicle occupied by two to six people who are at least sixteen years old traveling together for their commute trip that results in the reduction of at least one motor vehicle commute trip.

F. "Commute trips" mean trips made from a worker's home to a work site for a regularly scheduled work day beginning between 6:00 a.m. and 9:00 a.m. ((~~(~~)), inclusive((~~)~~)), on weekdays.

G. "((~~CTR~~)) Commute trip reduction plan" means the county's commute trip reduction plan, as adopted ((~~by Ordinance 17034~~)) in K.C.C. 14.60.020, to regulate and administer the ((~~CTR~~)) commute trip reduction programs of affected employers' worksites within unincorporated King County.

H. "((~~CTR~~)) Commute trip reduction program" means an affected employer's program, approved by the director, including strategies to reduce affected employees' ((~~VMT~~)) vehicle miles travelled per employee and drive-alone rate.

I. "Director" means the director of the department of transportation or ((~~his or her authorized~~)) the director's designee.

J. "Drive-alone rate" means the percentage of affected employee commute trips made by single occupants of motor vehicles, including motorcycles.

K. "Employer" means a sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture, agency, department, district or other individual or entity, whether public, nonprofit or private, that employs workers.

L. "Exemption" means a waiver from ((~~CTR~~)) commute trip reduction program requirements granted to an employer by the county based on unique conditions that apply to the employer or worksite.

M. "Full-time employee" means a person other than an independent contractor, whose position is scheduled to be employed on a continuous basis for fifty-two weeks for an average of at least thirty-five hours per week.

N. "Good faith effort" means that an employer has met the minimum requirement identified in RCW 70.94.531.

O. "Mode" means the means of transportation used by employees, such as single-occupant motor vehicle including motorcycle, rideshare vehicle such as carpool or vanpool, transit, bicycle and walking.

P. "Single work site" means a building or group of buildings occupied by one or more major employers which are on physically contiguous parcels of land or on parcels separated solely by private or public roadways or rights-of-way.

Q. "Transit" means a multiple-occupant vehicle operated on a for-hire, shared-ride basis, including bus, ferry, rail, shared-ride taxi, shuttle bus or vanpool.

R. "Vanpool" means a vehicle occupied by seven to fifteen people traveling together for their commute trip that results in the reduction of a minimum of one motor vehicle trip. A vanpool trip counts as zero vehicle trips.

S. "((~~VMT~~)) vehicle miles travelled per employee" means the sum of the distance in miles of individual vehicle commute trips made by affected employees over a set period divided by the number of affected employees during that period.

T. "Week" means a seven day calendar period, starting on Monday and continuing through Sunday.

U. "Weekday" means any day of the week except Saturday or Sunday.

SECTION 4. The 2011 King County Commute Trip Reduction Plan, which is Attachment A to Ordinance 17034, is hereby adopted in accordance with K.C.C. 14.60.020.

SECTION 5. K.C.C. 14.60.020, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

SECTION 6. Ordinance 10733, Section 2, as amended, and K.C.C. 14.60.020 are each hereby amended to read as follows:

A. ((~~The 2011 King County~~)) A ((~~C~~))commute ((~~T~~))trip ((~~R~~))reduction ((~~P~~))lan((~~, which is Attachment A to Ordinance 17034, is hereby~~)) shall be adopted by ordinance.

B. The ((~~CTR~~)) commute trip reduction plan lists the county's goals for reducing ((~~VMT~~)) vehicle miles travelled per employee and the drive-alone rate for the unincorporated urban area and for two affected employers. The director shall set goals for reducing ((~~VMT~~)) vehicle miles travelled per employee and the drive-alone rate for any affected employer not listed in the ((~~CTR~~)) commute trip reduction plan.

C. The department of transportation website shall include a notice of the adoption of the ((~~CTR~~)) commute trip reduction plan and an explanation of its applicability to affected employers. The director shall notify the affected employers listed in the ((~~CTR~~)) commute trip reduction plan and any other employer who becomes an affected employer of the ((~~CTR~~)) commute trip reduction plan and its requirements.

SECTION 7. K.C.C. 14.60.030, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

SECTION 8. Ordinance 10733, Section 3, as amended, and K.C.C. 14.60.030 are each hereby amended to read as follows:

This chapter applies to any affected employer at any single work site within unincorporated King County. An ((~~E~~))employee((~~s will~~)) shall be counted only at their primary work site. It is the responsibility of the employer to notify the director of a change in status as an affected employer. An employer that becomes an affected employer after March 14, 2011, must identify itself to the director as an affected employer within ninety calendar days after becoming an affected employer. An affected employer shall continue to be treated as an affected employer for twelve months after it notifies the director that it no longer employs one hundred or more affected employees and expects not to employ one hundred or more affected employees for the next twelve months. If the employer no longer employs one hundred or more affected employees at the end of the twelve month period, that employer is no longer an affected employer. If an employer becomes an affected employer within twelve months after it ceased to be an affected employer, the employer shall be treated as if it was continuously an affected

employer. If an employer becomes an affected employer more than twelve months after it ceased to be an affected employer, that employer shall be treated as a new affected.

SECTION 9. K.C.C. 14.60.040, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

SECTION 10. Ordinance 10733, Section 4, as amended, and K.C.C. 14.60.040 are each hereby amended to read as follows:

A. An affected employer is required to make a good faith effort, as defined in RCW 70.94.534(2), to develop and implement a ((~~CTR~~)) commute trip reduction program that will encourage its employees to reduce ((~~VMT~~)) vehicle miles travelled per employee and the drive-alone rate. The employer's ((~~CTR~~)) commute trip reduction program description shall be prepared according to a format provided by the director. The employer's ((~~CTR~~)) commute trip reduction program must meet the requirements of RCW 70.94.531.

B. When approving the ((~~CTR~~)) commute trip reduction program, the director shall list all records to be maintained to document the employer's program and progress toward reducing ((~~VMT~~)) vehicle miles travelled per employee and the drive-alone rate. Records shall be retained for a minimum of forty-eight months.

SECTION 11. K.C.C. 14.60.050, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

SECTION 12. Ordinance 10733, Section 5, as amended, and K.C.C. 14.60.050 are each hereby amended to read as follows:

A. Not more than ninety days after the director determines that an employer has become an affected employer, the affected employer shall perform a baseline

measurement consistent with the rules established by the state ((~~d~~))Department of ((~~t~~))Transportation under RCW 70.90.537. The director shall use this baseline measurement to set ((~~CTR~~)) commute trip reduction program goals for the affected employer and shall notify the employer of these ((~~CTR~~)) commute trip reduction R program goals. The affected employer shall then have ninety days to develop a ((~~CTR~~)) commute trip reduction program in consultation with the director and to submit it to the director for approval.

B. The director shall approve or disapprove the affected employer's ((~~CTR~~)) commute trip reduction program within ninety days. When approving an affected employer's ((~~CTR~~)) commute trip reduction program, the director shall establish the employer's reporting date and a schedule for conducting ((~~CTR~~)) commute trip reduction program surveys of affected employees. Every two years on the affected employer's reporting date, the affected employer shall submit a ((~~CTR~~)) commute trip reduction program report using a format provided by the director. The employer shall implement its ((~~CTR~~)) commute trip reduction program within ninety days after the director approves it.

C. In response to recommended modifications, the employer shall submit a revised ((~~CTR~~)) commute trip reduction program, including the requested modifications or equivalent measures, within thirty days of receipt. The director shall review the revised ((~~CTR~~)) commute trip reduction program and notify the employer of acceptance or rejection within thirty days. If a revised program is not accepted, the director has the discretion to require the employer to attend a conference with program review staff for

the purpose of reaching a consensus on the required program. The director shall issue a final decision on the required program within ten working days of the conference.

D. At least thirty days before a ((~~CTR~~)) commute trip reduction program is to be implemented, a ((~~CTR~~)) commute trip reduction program report is due or program modifications are to be implemented, an employer may request an extension of up to ninety days to complete this action. The director shall grant all or part of the extension request or deny the request within ten working days of receipt. If the director fails to respond within ten working days, the extension is automatically granted for thirty calendar days.

E. The director shall complete review of the employer's ((~~CTR~~)) commute trip reduction program report, survey results, modification request or exemption request within thirty calendar days of receipt. The director shall notify the employer of the decision to approve or disapprove the employer's ((~~CTR~~)) commute trip reduction program report, survey results, modification request or exemption request including the cause for disapproval. If the director does not notify the employer by the deadlines in this section, the employer's ((~~CTR~~)) commute trip reduction program report, survey results, modification request or exemption request shall be deemed accepted.

SECTION 13. K.C.C. 14.60.060, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

SECTION 14. Ordinance 10733, Section 6, as amended, and K.C.C. 14.60.060 are each hereby amended to read as follows:

A. If an employer meets either or both of its goals for reducing ((~~VMT~~)) vehicle miles travelled per employee and the drive-alone rate, the employer has satisfied the

objectives of the ((~~CTR~~)) commute trip reduction plan and will not be required to modify ((~~the~~)) its v program.

B. If an employer makes a good faith effort, as defined in RCW 70.94.534(2), but has not met its goal, no additional modifications to the ((~~CTR~~)) commute trip reduction program are required. An employer is presumed to act in good faith if failure to implement a ((~~CTR~~)) commute trip reduction program is the result of an inability to reach agreement with a union, provided that the employer requests the union to approve any ((~~CTR~~)) commute trip reduction program provision that is subject to collective bargaining and the employer advises the union that the employer is subject to this chapter.

C. If an employer fails to make a good faith effort, as defined in RCW 70.94.534(2), and fails to meet the applicable ((~~VMT~~)) vehicle miles travelled reduction or drive-alone goal, the director shall notify the employer of potential modifications to the ((~~CTR~~)) commute trip reduction program and shall direct the employer to revise ((~~the~~)) its ((~~CTR~~)) commute trip reduction program within thirty days to incorporate the modifications to comply with the requirements of RCW 70.94.531. The employer shall submit a modified ((~~CTR~~)) commute trip reduction program to the director. The director shall review the revised program and notify the employer that it is accepted or rejected. The director has the discretion to require the employer to attend a conference with program review staff for the purpose of reaching consensus on a revised ((~~CTR~~)) commute trip reduction program. The director shall issue a final decision on the required program within ten working days of the conference.

SECTION 15. K.C.C. 14.60.070, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

SECTION 16. Ordinance 10733, Section 6, as amended, and K.C.C. 14.60.070 are each hereby amended to read as follows:

A. Beginning one year after the director has approved its ((~~CTR~~)) commute trip reduction program, an employer may request a modification of ((~~CTR~~)) commute trip reduction program goals under the following conditions:

1. The employer demonstrates that it requires employees to use the vehicles they drive to work during the work day for work purposes. Under this condition, the applicable goals will not be changed, but those employees who need daily access to the vehicles they drive to work will not be included in the calculations of proportion of ((~~VMT~~)) vehicle miles travelled per employee and the drive-alone rate used to determine the employer's progress toward program goals. The employer shall provide documentation indicating how many employees meet this condition and must demonstrate that no reasonable alternative commute mode exists for these employees and that the vehicles cannot reasonably be used for carpools or vanpools;

2. The employer demonstrates that it has significant numbers of its employees assigned to variable work schedules which makes it unreasonable to expect that such employees regularly participate in ((~~CTR~~)) commute trip reduction programs. The employer shall provide documentation indicating how many employees meet this condition and must demonstrate that no reasonable alternative commute mode program can be developed for these employees. Under this condition, the applicable goals will not be changed, but those employees who are assigned to variable work schedules will not be

included in the calculations of the proportion of ((~~VMT~~)) vehicle miles travelled per employee and the drive-alone rate used to determine the employer's progress toward program goals; and

3. The employer demonstrates that opportunities for alternative commute modes do not exist due to factors related to the work site, its work force or characteristics of the business that are beyond the employer's control; and the employer clearly demonstrates why the work site is unable to achieve the applicable goal. The work site must also demonstrate that it has implemented all of the elements contained in its approved ((~~CTR~~)) commute trip reduction program.

B. An affected employer may request an exemption from all ((~~CTR~~)) commute trip reduction program requirements for a particular work site. The employer must demonstrate that it would experience undue hardship in complying with the program requirements as a result of the characteristics of its business, its work force or its location or locations. The director may grant an exemption only if the employer demonstrates that it faces extraordinary circumstance, such as bankruptcy, and is unable to implement any measures that could reduce the proportion of drive-alone trips and ((~~VMT~~)) vehicle miles travelled per employee.

C. The director shall approve or disapprove modification or exemption requests within thirty days of receipt. The director shall review annually all employers receiving modifications or exemptions and shall determine whether the exemptions will be in effect during the following program year.

SECTION 17. K.C.C. 14.60.080, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

SECTION 18. Ordinance 10733, Section 8, as amended, and K.C.C. 14.60.080 are each hereby amended to read as follows:

Any affected employer may request reconsideration of a decision by the director. If the director denies the request for reconsideration in whole or in part, the director's final decision may be appealed in accordance with K.C.C. 20.22.080.

SECTION 19. K.C.C. 14.60.100, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

SECTION 20. Ordinance 10733, Section 10, as amended, and K.C.C. 14.60.100 are each hereby amended to read as follows:

The director of the department of transportation is hereby instructed and authorized to adopt such administrative rules and procedures as are necessary to implement the provisions of this ((~~act~~)) chapter.

SECTION 21. K.C.C. 28.94.110, as amended by this ordinance, is hereby recodified as a new section in the new chapter established in section 1 of this ordinance.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

J. Joseph McDermott, Chair

ATTEST:

_____

Melani Pedroza, Acting Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Dow Constantine, County Executive

Attachments: None

ATTACHMENT 2

August 4, 2016

The Honorable Joe McDermott
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember McDermott:

This letter transmits three ordinances that will amend King County Code Title 14 and Title 46 (KCC Title 14 and 46). The amendments will update KCC Title 14 and 46 to be consistent with state law, current standards and recent court decisions; modernize King County government and practices; repeal obsolete sections; and provide better public access to information and code.

The Road Services Division has led a comprehensive review and rewrite of both KCC Title 14 and 46 in conjunction with Council staff, the Clerk of the Council, the County Code Reviser, and the Prosecuting Attorney's Office. The rewrite of KCC Title 14 and 46 updates and modernizes the code to be consistent with state law and current practices while improving the readability of the code and access to information from the perspective of the public.

KCC Title 14
The attached ordinance regarding KCC Title 14 reflects numerous changes to the code with respect to the administration and road standards sections of the code. Highlights of major policy changes, updates to general code organization, and updates to improve the public's experience working with the code as set forth in the proposed ordinance include:

- Repealing sections of the code that refer to Revised Code of Washington (RCW) sections which have been repealed or revised;
- Revising the road standards regarding clear zone to include language that requires utilities to not be placed in the clear zone unless other reasonable alternatives do not exists, and as needed, existing utilities within the clear zone must be moved or mitigated;

- Revising road vacation provisions to be consistent with the recently adopted state law regarding the allowance to include the value of the transfer of liability or risk, increased value to the public in property taxes, and the costs for management and maintenance to determine the appropriate compensation for the road right-of-way being vacated;
- Repealing Chapter 14.38 Road Closures and Reopening by Petition to update provisions in the code that are outdated and have never been used;
- Reorganizing the Title so that all defined terms are consolidated under one definition section to ensure consistency of definitions as well as improved readability of the code by the public;
- Consolidating all fee provisions under Title 14A to improve timely updates when needed and improve ease of access by the public;
- Modernizing the publication of reports and information by publishing them on the County's website to improve public access to information, such as notice of bridge closures, load limited bridges, the road system, and snow emergency routes; and
- General update to the code language to reflect current drafting standards.
- Recodifying Chapter 14.60 Commute Trip Reduction as a new chapter in KCC Title 28.

As stated above, this ordinance addresses the administrative and road standards sections of the KCC Title 14. It does not include updates on the rights-of-way, permit system for County property, utilities on County rights-of-way, wireless communication facilities, and utilities on County properties chapters as these chapters are still being reviewed and updated. These remaining KCC Title 14 chapter updates will be transmitted to Council for consideration by the first quarter of 2017.

KCC Title 46

The current KCC Title 46, as written, has adopted provisions and revised Washington State law that may not be enforceable. The revised Title 46 has been reviewed and analyzed to include only those provisions that are not clearly addressed in the RCW and are necessary additions to provide a safer transportation system to the residents of King County. The proposed Title 46 is also consistent with neighboring counties so that drivers will experience a regional transportation system that is seamless in both operation and enforcement.

King County's Traffic Code has not been comprehensively updated since 1981. Proposed major changes to the code as set forth in the proposed ordinance include:

- Repealing sections of the code that refer to RCW sections that have been repealed or revised;
- Implementing a speed limit of 35 mph on County roads and 25 mph in residential districts, unless otherwise posted;
- Replacing "speed limit schedules" with a list of County roadways with posted speed limits and a GIS-based map;

- Repealing Chapter 46.10 "No Cruising";
- Adding a new chapter "No Racing or Attending Illegal Races"; and
- Revising the existing traffic violation penalties to be subject to a monetary penalty per the Infraction Rules for Courts of Limited Jurisdiction 6.2.

The proposed changes to the existing KCC Title 14 and 46 will address and further the goals of the King County Strategic Plan in the following ways:

- Efficient, Accountable Regional and Local Government: *Ensure that County government operates efficiently and effectively and is accountable to the public* is further advanced by modernizing government by updating outdated provisions of the code, using the County website to publish reports and notices, and clarifying and improving the process for road vacation petitions.
- Safety and Justice
  - Objective 1e: *Collaborate with local jurisdictions to define and provide regional law, safety and justice service* is further advanced by using the Infraction Rules for Courts of Limited Jurisdiction to apply consistent traffic infractions regionally.
  - Objective 2b, c: *Prosecute accused individuals fairly and efficiently* and *Manage and resolve court cases in a timely manner* will be met by using the Infraction Rules for Courts of Limited Jurisdiction to treat violators equitably and with less confusion over fines.
- Service Excellence
  - Objective 4: Increase access to King County services, personnel and information will be furthered by publishing reports and notices on the County's website and holding speed limit revision hearings at convenient times and locations to increase fairness and opportunity for citizen involvement.

The proposed ordinance includes penalties for violations of selected provisions of the ordinance. Accordingly, per RCW 36.32.120(7), the proposed ordinance must be advertised in an official newspaper 10 days prior to adoption.

A portion of the existing KCC Title 46 relates to the daily operation and activities of the King County Sheriff's Office (KCSO). The Road Services Division coordinated and collaborated with KCSO on those sections and has included their revisions in this proposal. Because of this coordinated effort, KCSO will be able to more effectively and efficiently enforce the provisions of KCC Title 46 to provide safer roadways for the citizens of unincorporated King County.

Thank you for your consideration of these ordinances. This important legislation to amend King County Code Title 14 and 46 will result in a more efficient, streamlined roads and bridges and traffic code and will create easier access for King County residents and enhanced traffic safety for the traveling public.

If you have any questions regarding these ordinances, please contact Brenda Bauer, Director, Road Services Division, at 206-477-3580.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Carolyn Busch, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance Strategy and Budget
Harold S. Taniguchi, Director, Department of Transportation (DOT)
Brenda Bauer, Director, Road Services Division, DOT
The Honorable John Urquhart, King County Sheriff

2015/2016 FISCAL NOTE

Ordinance/Motion:
Title: King County Code Title 14.60 Commute Trip Reduction Recodification
Affected Agency and/or Agencies: Department of Transportation (DOT)
Note Prepared By: Rey Sugui, Project/Program Manager
Date Prepared: July 8, 2016
Note Reviewed By:
Date Reviewed:

Description of request:

Revenue to:

Agency	Fund Code	Revenue Source	2015/2016	2017/2018	2019/2020
TOTAL			**0**	**0**	**0**

Expenditures from:

Agency	Fund Code	Department	2015/2016	2017/2018	2019/2020
TOTAL			**0**	**0**	**0**

Expenditures by Categories

	2015/2016	2017/2018	2019/2020
TOTAL	**0**	**0**	**0**

Does this legislation require a budget supplemental? No

Notes and Assumptions:

1. An Ordinance relating to KCC Title 14.60 recodification. Road Services has done a comprehensive review and rewrite of the KCC Title 14 that updates and modernizes the code to be consistent with state law and current practices while improving the readability of the code and access to information from the perspective of the public. KCC 14.60 is not related to roads and bridges and is therefore being recodified as a new chapter to KCC Title 28 where it is more appropriate.

2. Approval of the legislation has no fiscal impact to the DOT.

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King County

Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item:	11	**Name:**	Clifton Curry
Proposed No.:	2016-0431	**Date:**	October 17, 2016

SUBJECT

AN ORDINANCE establishing a task force on labor trafficking and economic exploitation and requiring a report with recommendations on the steps the county can take in addressing systematic issues related to labor trafficking and economic exploitation.

SUMMARY

Proposed Ordinance 2016-0431 would establish a Human Labor Trafficking and Economic Exploitation Task Force for King County with the goal of reviewing and addressing the issue labor trafficking and exploitation in the region. The task force would consist of a number of governmental, community, and business representatives who are asked to develop data and recommendations on how to develop community outreach to those who might be exploited and how to improve services to those who are victims of exploitation. The Executive would be required to support the task force and to develop a report with specific recommendations to address labor trafficking and exploitation in King County.

BACKGROUND

King County is the 13th largest and second-fastest growing county in the United States. The county's rapid population growth is in part attributed to first-generation immigrants from around the world, pursuing economic opportunities and better lives for themselves and their families. Because of its maritime ports, marinas, airports, I-5 and I-90 freeways, King County and Washington State have been the economic hub for the State and very much involved with foreign trade, especially with Asia. According to the Economic Development Council of King County and Seattle, Washington ranks first in the U.S. for exports and imports per capita and approximately 8.7 percent of the state's private sector jobs are directly related to foreign trade, helped in part because the region is located equidistant between Asia and Europe.

For these reasons, Washington is considered to be a "hot spot" in an international human trafficking circuit between the United States, Mexico, Hawaii, Japan, Thailand and the Philippines. According to the Federal Bureau of Investigation, human trafficking

is the world's second-largest and fastest-growing black market.[1] Victims of human trafficking include children who are involved into commercial sex trade, adults age eighteen or over who are coerced or deceived into commercial sex acts, and anyone forced into different forms of "labor or services," such as domestic workers held in a home, or farm workers forced to labor against their will. Human trafficking is a crime under federal law.[2] Human traffickers lure and ensnare individuals into labor trafficking and sex trafficking situations using methods of control such as force, fraud or coercion. Washington State Law defines "human trafficking" or "trafficking" as an act conducted for the purpose of exploitation, including forced labor, by particular means, for example, threat of use of force or other forms of coercion, abduction, fraud or deception, abuse of power, or abuse of position of vulnerability.

Washington State has been described as a focal point for the recruitment, transportation and sale of people for labor, due in part to its abundance of ports, proximity to an international border, vast rural areas and dependency on agricultural workers. In 2003, Washington was the first state to criminalize human trafficking. In 2012, the state adopted twelve human trafficking bills, making Washington State a model for comprehensive anti-human trafficking laws.

In 2008, the Washington State Department of Community, Trade and Economic Development published a report prepared by a special Task Force against the Trafficking of Persons. The report makes several recommendations toward creating a comprehensive response to human trafficking in Washington. The first recommendation was to educate Washington communities about human trafficking.[3] "One of the first key steps toward fighting any crime is helping communities become aware of it and to organize locally driven actions and education to prevent the crime from occurring."

King County has actively sought to address human trafficking. The Prosecuting Attorney's Office (PAO) works collaboratively across the region with law enforcement and other organizations to bring a coordinated response and attention to human trafficking, especially as it relates to commercial sexual exploitation. PAO attorneys also participate on a number of task forces and groups. In addition, the King County Sheriff's Office Street Crimes Unit has made the reduction of child sexual exploitation a major emphasis and works throughout the county, but especially in the southern part of the county, targeting prostitution and pimps. As part of its efforts, deputies have gone beyond enforcement efforts to develop other means to reduce child exploitation.

The Council has initiated and supported countywide policies and activities aimed at addressing human trafficking. In 2011, King County recognized the link between run-away and vulnerable youth and transit by designating King County Metro buses as a National Safe Place partner. National Safe Place is an outreach program designed to provide access to immediate help and safety for all youth in crisis. Locally, Safe Place is a community initiative that designates schools, fire stations, libraries and transit as Safe Place sites where youth can access help and supportive resources. Safe Place locations provide access to the local youth service agency or shelter to support teens in crisis situations, creating a safety net for youth. Drivers receive training as well.

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[1] https://leb.fbi.gov/2011/march/human-sex-trafficking.
[2] Trafficking Victims Protection Act of 2000; Trafficking Victims Protection Reauthorization Act 2003, 2005, 2008.
[3] Washington State Task Force Against the Trafficking of Persons Report, pg. 7.

In 2012, with Motion 13694, the King County Council called for the Executive and Metro to develop an anti-human trafficking transit public awareness campaign. As directed by the motion, the Executive brought together an interdepartmental team to research and develop the Metro campaign. King County's efforts were multiplied through private sector media partnerships with Clear Channel and Titan, and with the City of Seattle which strategically placed billboards along roads in certain locations across the county. The Council called for the public awareness campaign recognizing that one of the first key steps toward fighting any crime is helping communities become aware of it and to organize locally driven actions and education to prevent the crime from occurring[4].

The campaign, launched in January 2013 to coincide with International Human Trafficking Awareness Day, involved over 200 buses in King County reaching thousands of citizens. The public information campaign raised awareness of the signs of human trafficking, leading to an increase in call volume to the National Human Trafficking Hotline (NHTRC). Estimates are that at least 17 of these calls were crisis calls identifying potential human trafficking situations.

In 2013, the Council also adopted two human trafficking related provisos placed in the Sheriff's Office and Public Health budgets respectively. The reports called for by the Council's provisos established a comprehensive roadmap for the County in its efforts to end human trafficking and commercial sexual exploitation in the region.

In addition, King County Superior Court, in partnership with the Center for Children and Youth Justice (CCYJ), has developed plans and programs to address commercially sexually exploited children. The King County Commercially Sexually Exploited Children (CSEC) Task Force was convened on April 18, 2013 to develop and implement a coordinated, countywide response to childhood prostitution. King County was one of five sites statewide awarded training and technical assistance from CCYJ to implement "model protocols" to serve this population. The task force is comprised of representatives from law enforcement, schools, survivors, child welfare, and community services providers. Superior Court, the Prosecutor, the Department of Community and Human Services, Public Health, the Department of Adult and Juvenile Detention, and the Sherriff's Office and many other organizations outside of King County government are participating. This group continues to meet.

Finally, faith communities, nonprofit agencies, and recently, the private sector have been working together to respond to human trafficking. For example, Businesses Ending Slavery and Trafficking[5] (BEST) works with businesses to adopt and implement anti-trafficking policies in business. In 2014, BEST piloted a program in King County involving hoteliers in human trafficking prevention. The pilot program had over 100 attendees at our first training, including 71 hotel owners and managers. BEST reports that 94 percent of the managers who'd never provided training for their staff said that they would begin providing training for their staff to identify and prevent human trafficking. BEST is now replicating this project in four other counties in Washington.

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[4] Washington State Task Force Against the Trafficking of Persons Report, pg. 7.
[5] http://www.bestalliance.org/

The Washington Anti-Trafficking Response Network (WARN)[6] also provides direct assistance to victims of trafficking. It is a coalition of organizations in Washington State working together to serve victims of trafficking and increase victim identification and comprised of the following organizations:

- International Rescue Committee – Seattle
- API Chaya
- Refugee Women's Alliance
- YouthCare
- Lutheran Community Services Northwest – Spokane
- Project - Yakima

Nevertheless, although there have been extensive studies and efforts to assess the issue of human sex trafficking, commercial sexual exploitation, and commercial sexual exploitation of children in Washington State and King County, very little is known about the issue of human labor trafficking and exploitation in this region. Furthermore, the impact of King County's economy, commercial exchanges, and even procurement policies have not been evaluated in relation to the issues of labor trafficking and economic exploitation of domestic and international workers.

ANALYSIS

Proposed Ordinance 2016-0431 would establish a Human Labor Trafficking and Economic Exploitation Task Force (task force) with the goal of reviewing addressing the issue labor trafficking and exploitation in the region. The task force would consist of a number of governmental, community, and business representatives who are asked to develop data and recommendations on how to develop community outreach to those who might be exploited and how to improve services to those who are victims of exploitation. The Executive would be required to support the task force and to develop a report with specific recommendations to address labor trafficking and exploitation in King County.

Striking Amendment The sponsor of this ordinance has requested a Striking Amendment S-1 (Attachment 2) that makes changes to the membership of the task force, the work of the task force, the scope of the Executive's required report, and the due dates as contained in the original ordinance. The following is an analysis of the major elements of the proposed Striking Amendment.

The amendment would require that the Executive convene a task force to assess and address the systemic issue of labor trafficking and economic exploitation in King County. The task force would be required to include representatives from the following agencies and groups:

- King County Council;
- King County Executive's Office;
- Department of Community and Human Services;

[6] http://warn-trafficking.org/

- King County Finance and Business Operations Division;
- Prosecuting Attorney's Office;
- Department of Adult and Juvenile Detention;
- King County Sheriff's Office;
- King County Board of Health;
- Women's Advisory Commission:
- Immigrants and refugee Commission;
- Port of Seattle;
- King County Labor Council;
- Washington Advisory Committee on Trafficking;
- The Coalition of Immigrants, Refugees & Communities of Color;
- Northwest Immigrant Rights Project;
- University of Washington Women's Center/Anti-Human Trafficking Task Force;
- Seattle Against Slavery;
- Washington Anti-Trafficking Response Network;
- Filipino Community of Seattle;
- Washington Hotel and Restaurant Associations;
- Fair Work Center;
- A local law enforcement agency;
- Businesses Ending Slavery and Trafficking Employers Alliance;
- Organizations representing immigrants, refugees, and communities of color;
- Large corporations doing business in King County;
- Small business in King County; and,
- Agricultural industry/farm workers organizations.

The Striking Amendment would require that the Executive, for all of the members except identified County officials, make appointments to the task force by January 15, 2017. The Amendment also requires that the Executive notify the Council at least 30 days before appointments are made as to who he plans to appoint to the task force, prior to the actual appointment.

The task force is charged with consulting with County departments, businesses, and community groups (to include community outreach efforts) to determine the effectiveness of the delivery of services to victims and survivors of labor trafficking and exploitation and to make recommendations to improve the delivery of the services to victims and survivors. In addition, the task force would be asked to recommend strategies that that prevent labor trafficking and exploitation. In addition, the Amendment requires that the task force coordinate with regional and local human trafficking efforts to avoid duplication of efforts. The Amendment would also allow the task force to recommend to the Executive whether any other labor trafficking and exploitation studies need to be conducted.

The Amendment sets April 1, 2017 as the deadline for the task force's first meeting, requires that the task force present a progress report to the Council by August 1, 2017, and has the task force expire on June 1, 2018.

The Amendment requires that the Executive support the efforts of the task force with staffing and any other needed resources. The Executive is also required to prepare a report based on the work of the task force that includes:

- A list of the governmental and other local agencies that currently interact with the potential victims of labor trafficking;
- An analysis of the federal, state and local laws and regulations related to labor trafficking, labor standards, procurement standards, purchasing standards, ethical sourcing, and supply chain management;
- A review of other county ordinances, rules and practices that can reduce labor trafficking and economic exploitation through the county's procurement, purchasing, contracting and any other methods that advance ethical sourcing;
- An analysis of how current labor and procurement practices leave workers vulnerable to labor trafficking and economic exploitation;
- Identification of existing national and international best practices for reducing labor trafficking and economic exploitation, including helping victims and survivors, and increasing awareness of labor trafficking;
- An analysis of the support services provided to victims and survivors of labor trafficking and economic exploitation by King County agencies and other organizations within King County, how their efforts work together, how their services currently align as a system, and how current systems leave workers vulnerable to being trafficked and/or economically exploited;
- Recommendations for: strategies to prevent incidences of labor trafficking and economic exploitation; the delivery of services to victims and survivors; education for businesses on current domestic and international labor laws; education for workers of their rights; and, to increase community awareness of labor trafficking and economic exploitation;
- An implementation plan for those recommendations that can be implemented by county agencies and their associated costs; and,
- A description of how the report's recommendations will align with other regional and local human trafficking efforts.

The Executive's report is due to the Council on December 1, 2017.

The Proposed Ordinance, as modified by the Striking Amendment, would continue the County's work on issues related to human trafficking. As noted above, the federal government, the state of Washington, and the County have completed significant reviews of human trafficking for purposes of commercial sexual exploitation, but have not reviewed the impact on the County, and the region, of labor-related trafficking and exploitation. As a consequence, this proposed task force and the resulting reviews and report could form the basis of policies and programs that could reduce the incidence of labor trafficking and exploitation and improve the delivery of services to victims and survivors.

INVITED:

- Dr. Mar Brettmann, Ph.D., Executive Director, Businesses Ending Slavery & Trafficking (BEST) Alliance

- Dr. Sutapa Basu, Ph.D., Executive Director, UW Women's Center, Affil. Assistant Professor, GWSS
- Nicole Vallestero-Keenan, Executive Director, Fair Work Center
- Hon. Velma Veloria, Founder, Coalition of immigrants, Refugees and Communities of Color (CIRCC)
- Robert Beiser, Executive Director, Seattle Against Slavery

ATTACHMENTS

1. Proposed Ordinance 2016-0431
2. Striking Amendment S-1

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KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 14, 2016

Ordinance

Proposed No. 2016-0431.1 **Sponsors** Kohl-Welles and Dembowski

AN ORDINANCE establishing a task force on labor trafficking and economic exploitation and requiring a report with recommendations on the steps the county can take in addressing systematic issues related to labor trafficking and economic exploitation.

PREAMBLE:

King County is the thirteenth-largest and second-fastest-growing county in the United States. The county's rapid population growth is in great part attributed to first-generation immigrants from around the world, pursuing economic opportunities and better lives for themselves and their families. Because of its many marinas, airports, Interstate 5 and Interstate 90 freeways, King County has been the economic hub for the State, where very large numbers of imported and exported goods pass through to engage in international trades and transactions. Washington is the most trade-dependent state and is located equidistant between Asia and Europe.

Washington State Law defines "human trafficking" or "trafficking" as an act conducted for the purpose of exploitation, including forced labor, by particular means, for example, threat of use of force or other forms of coercion, abduction, fraud or deception, abuse of power, or abuse of position of vulnerability.

Washington is considered to be a "hot spot" in an international trafficking circuit. Human trafficking is the world's second-largest and fastest-growing underground economy.

Although there are extensive studies to assess the issue of sex trafficking in Washington state, and there has been a concerted effort on behalf of King County to address the local issue of sex trafficking and domestic sexual exploitation, very little is known about the issue of labor trafficking and exploitation in Washington state, nor the impact King County's economy, commercial exchanges and procurement policies have on labor trafficking and economic exploitation of domestic and international workers.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. A. The executive shall convene a task force to assess and address the systemic issue of labor trafficking and economic exploitation in King County.

B. The human labor trafficking and economic exploitation task force should include, but not be limited to, representatives from the following:

1. The King County council;
2. The King County Executive's Office;
3. The department of community and human services;
4. The King County finance and business operations division;
5. The King County prosecuting attorney's office;
6. The department of adult and juvenile detention;
7. The King County sheriff's office;
8. The City of Seattle and King County board of health;

9. The Port of Seattle;

10. The King County Labor Council;

11. Washington Advisory Committee on Trafficking;

12. The Coalition of Immigrants, Refugees & Communities of Color;

13. Northwest Immigrant Rights Project;

14. The University of Washington Women's Center/Anti-Human Trafficking Task Force;

15. Seattle Against Slavery;

16. The Washington Anti-Trafficking Response Network;~~ and~~

17. A local law enforcement agency;

18. The Businesses Ending Slavery and Trafficking Employers Alliance;

19. Organizations representing communities of color;

20. Large corporations doing business in King County;

21. Small business in King County; and

22. Agricultural industry/farm workers organizations;

B. The work of the task force shall include, but not be limited to:

1. Consulting with county departments, businesses and community groups to determine the effectiveness of agencies' delivery of services to victims and survivors, especially those who have arrived from other countries to pursue economic opportunities and experience labor trafficking and economic exploitation;

2. Reviewing current county standards and practices in purchasing, procurement, contracting, and supply chain management, and recommending best practices in ethical

sourcing that protect workers and will ensure that all transactions are made through clean supply chains; and,

3. Reviewing current county practices in evaluating and monitoring the business operations, labor policies, and vendor management practices of contracted companies, and recommend best practices for supply chain management.

C. The task force shall also conduct outreach activities to obtain community and professional input and shall use that input to inform the Executive's report. Outreach activities should include, but not be limited to, holding open public forums and actively soliciting written, electronic or oral community comments.

D. The task force shall coordinate with other regional and local human trafficking efforts for the purpose of avoiding duplication of efforts. This coordination may include consideration of regional and local groups currently reviewing all forms of human trafficking, including, but not limited to, local, state and federal government groups and any groups formed by community-based organizations, service providers, or faith-based organizations.

SECTION 2. The executive shall develop a final, comprehensive report based on the work of the task force, including recommendations on the steps the county can take in addressing issues related to labor trafficking and economic exploitation. The report shall include at least the following:

A. A recommendation of what kind of study should be conducted to determine the extent and scope of labor trafficking in the county, including forms of economic exploitation, the number of people who experience economic exploitation, where it is

taking place, at-risk populations and the nations of origin of the individuals experiencing exploitation;

B. A list of the governmental and other local agencies that currently interact with the potential victims of labor trafficking;

C. An analysis of the federal, state and local laws and regulations related to labor trafficking, labor standards, procurement standards, purchasing standards, ethical sourcing, and supply chain management;

D. A review of other county ordinances, rules and practices that can reduce labor trafficking and economic exploitation through the county's procurement, purchasing, contracting and any other methods that advance ethical sourcing;

E. Identification of existing national and international best practices for reducing labor trafficking and economic exploitation, including helping victims and survivors, and increasing awareness of labor trafficking;

F. Recommendations for best practices in business operations, including procurement, purchasing, ethical sourcing, and supply chain management, and potential enforcement efforts county agencies might undertake to fully enforce these laws and regulations, along with a listing of agencies with the authority to enforce the laws and regulations;

G. Strategies to reduce labor trafficking and economic exploitation, to support victims, to train businesses and employees and to increase community awareness of labor trafficking and exploitation;

H. An implementation plan for those recommendations that can be implemented by county agencies and their associated costs; and

I. A description of how the report's recommendations will align with other regional and local human trafficking efforts.

SECTION 3. A. The task force members and two co-chairs, other than the identified county elected officials designated in Section 1.B., shall be appointed by the executive no later than December 1, 2016. At least thirty days before the appointments are made, the executive shall notify all councilmembers by letter of the persons the executive intends to appoint. The executive shall also, by electronic mail or letter, notify all councilmembers of persons who will be appointed by at least seven days before their final appointments. At least seven days before the appointments, the executive shall also, by electronic mail or letter, notify all councilmembers of the final persons who will be appointed. Upon appointment of the task force, the executive shall notify all councilmembers by letter of the appointments and file a paper and electronic copy with the clerk of the council. The task force shall hold its first meeting no later than January 31, 2017, and meet quarterly thereafter.

B. The executive shall reimburse task force members for mileage at the standard county reimbursement rate for travel to and from scheduled task force meetings and for parking at meetings outside of county facilities. Task force members attending meetings at county facilities shall have parking in the county garage paid by the executive while members attend meetings or conduct business related to the task force.

C. The executive shall provide staffing and resources to effectively support the work of the task force and its outreach activities.

D. The task force expires June 1, 2018.

SECTION 4. A. By August 1, 2017, the task force shall provide a progress report to the council. The progress report shall be filed in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers and the lead staff of the health, housing and human services committee, or its successor.

B. By December 1, 2018, the task force shall file its final report in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the

original and provide an electronic copy to all councilmembers and the lead staff of the health and human services committee, or its successor.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

_____

J. Joseph McDermott, Chair

ATTEST:

_____

Melani Pedroza, Acting Clerk of the Council

APPROVED this _____ day of _____, _____.

_____

Dow Constantine, County Executive

Attachments: None

S-1

10/13/16
S-1.3

Sponsor: Kohl-Welles

cjc

Proposed No.: 2016-0431.1

STRIKING AMENDMENT TO PROPOSED ORDINANCE 2016-0431, VERSION 1

On page 1, beginning on line 6, strike everything through page 8, line 140, and insert:

PREAMBLE:

King County is the thirteenth-largest and second-fastest-growing county in the United States. The county's rapid population growth is in great part attributed to first-generation immigrants from around the world, pursuing economic opportunities and better lives for themselves and their families. Because of its many commercial marinas, SeaTac International Airport, other airports, international ports, Interstate 5, Interstate 90, State Route 99 and State 520 freeways, and with its proximity to the United States and Canadian international border, King County has been the economic hub for the State, where very large numbers of imported and exported goods pass through to engage in international trade and transactions. Washington is the most trade-dependent state and is located equidistant between Asia and Europe.

Washington State Law defines "human trafficking" or "trafficking" as an act conducted for the purpose of exploitation, including forced labor, by particular

means, for example, threat of use of force or other forms of coercion, abduction, fraud or deception, abuse of power, or abuse of position of vulnerability.

Washington is considered to be a "hot spot" in an international trafficking circuit. Human trafficking is the world's second-largest and fastest-growing underground economy**.**

In 1995, after three Filipina-Americans were murdered inside the King County court house, members and service providers from the Filipino community identified the issue of human trafficking taking place here locally, and were leaders in advocating for policies to address the issue here in Washington State.

Although there are extensive studies to assess the issue of sex trafficking in Washington state, and there has been a concerted effort on behalf of King County to address the local issue of sex trafficking and domestic sexual exploitation, very little is known about the issue of labor trafficking and exploitation in Washington state, the current impact of King County code and practices on domestic and international workers, nor how King County can best deliver services to victims of labor trafficking and economic exploitation.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. A. The executive shall convene a task force to assess and address the systemic issue of labor trafficking and economic exploitation in King County.

B. The human labor trafficking and economic exploitation task force should include, but not be limited to, representatives from the following:

1. The King County council;
2. The King County Executive’s Office;

3. The department of community and human services;

4. The King County finance and business operations division;

5. The King County prosecuting attorney's office;

6. The department of adult and juvenile detention;

7. The King County sheriff's office;

8. King County women’s advisory board:

9. King County immigrant and refugee commission;

10. The City of Seattle and King County board of health;

11. Organizations representing immigrants, refugees, and communities of color;

12. The Port of Seattle;

13. The King County Labor Council;

14. Washington Advisory Committee on Trafficking;

15. The Coalition of Immigrants, Refugees & Communities of Color;

16. Northwest Immigrant Rights Project;

17. The University of Washington Women's Center/Anti-Human Trafficking Task Force;

18. Seattle Against Slavery;

19. The Washington Anti-Trafficking Response Network;

20. Fair Work Center;

21. The Businesses Ending Slavery and Trafficking Employers Alliance;

21. Washington Hotel Association;

22. Washington Restaurant Association;

23. A local law enforcement agency;

24. Large corporations doing business in King County;

25. Small business in King County; and,

26. Agricultural industry/farm workers organizations.

B. The work of the task force shall include, but not be limited to:

1. Consulting with county departments, businesses and community groups to determine the effectiveness of agencies' delivery of services to victims and survivors, how their efforts work together, how their services currently align as a system, and how current systems leave workers vulnerable to being trafficked and/or economically exploited, especially those who have arrived from other countries to pursue economic opportunities and then experience labor trafficking and economic exploitation;

2. Recommend strategies to prevent incidences of labor trafficking and economic exploitation; and,

3. Recommend strategies to support the deliverance of services to victims and survivors of labor trafficking and economic exploitation, educate businesses on current domestic and international labor laws, educate workers of their rights, and to increase community awareness of labor trafficking and economic exploitation;

C. The task force shall also conduct outreach activities to obtain community and professional input and shall use that input to inform the Executive's report. Outreach activities should include, but not be limited to, holding open public forums and actively soliciting written, electronic or oral community comments.

D. The task force shall coordinate with other regional and local human trafficking efforts for the purpose of avoiding duplication of efforts. This coordination may include consideration of regional and local groups currently reviewing all forms of human

trafficking, including, but not limited to, local, state and federal government groups and any groups formed by community-based organizations, service providers, or faith-based organizations.

E. The task force may recommend whether a study should be conducted to better address issues of labor trafficking and economic exploitation in King County, and describe what kind of study it should be.

SECTION 2. The executive shall develop a final, comprehensive report based on the work of the task force, including recommendations on the steps the county can take in addressing issues related to labor trafficking and economic exploitation. The report shall include at least the following:

A. A list of governmental and other local agencies that currently interact with the potential victims and survivors of labor trafficking;

B. An analysis of the federal, state and local laws and regulations related to labor trafficking, labor standards, procurement standards, purchasing standards, ethical sourcing, and supply chain management;

C. A review of other county ordinances, rules and practices that can reduce labor trafficking and economic exploitation through the county's procurement, purchasing, contracting and any other methods that advance ethical sourcing;

D. An analysis of current labor and procurement practices that may leave workers vulnerable to labor trafficking and economic exploitation;

E. Identification of existing national and international best practices for reducing labor trafficking and economic exploitation, including assisting victims and survivors, and increasing awareness of labor trafficking;

F. An analysis of the support services provided to victims and survivors of labor trafficking and economic exploitation by King County agencies and other organizations within King County, how their efforts work together, how their services currently align as a system, and how current systems leave workers vulnerable to being trafficked and/or economically exploited;

G. Recommend strategies to prevent incidences of labor trafficking and economic exploitation;

H. Recommend strategies to support the delivery of services to victims and survivors of labor trafficking and economic exploitation, to educate businesses on current domestic and international labor laws, educate workers of their rights, and to increase community awareness of labor trafficking and economic exploitation;

I. An implementation plan for those recommendations that can be implemented by county agencies and their associated costs; and,

J. A description of how the report's recommendations will align with other regional and local human trafficking efforts.

SECTION 3. A. The task force members and two co-chairs, other than the identified county elected officials and organizations designated in Section 1.B., shall be appointed by the executive no later than January 15, 2017. At least thirty days prior to when the appointments are made, the executive shall notify all councilmembers by letter of the persons the executive intends to appoint. Upon appointment of the task force, the executive shall notify all councilmembers by letter of the appointments and file a paper and electronic copy with the clerk of the council. The task force shall hold its first meeting no later than April 1, 2017, and meet quarterly thereafter.

B. The executive shall reimburse task force members for mileage at the standard county reimbursement rate for travel to and from scheduled task force meetings and for parking at meetings outside of county facilities. Task force members attending meetings at county facilities shall have parking in the county garage paid by the executive while members attend meetings or conduct business related to the task force.

C. The executive shall provide staffing and resources to effectively support the work of the task force and its outreach activities.

D. The task force expires June 1, 2018.

SECTION 4. A. By August 1, 2017, the task force shall provide a progress report to the council. The progress report shall be filed in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers and the lead staff of the health, housing and human services committee, or its successor.

B. By December 1, 2017, the task force shall file its final report in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers and the lead staff of the health and human services committee, or its successor.

EFFECT: The Striking Amendment makes technical changes clarifying certain requirements and changes dates.