

Contract No. 16-C1561.

**SEPA LEAD AGENCY AGREEMENT
BETWEEN
THE CITY OF KENMORE
And
WASHINGTON STATE PARKS
Regarding the
PROPOSED BALL FIELD DEVELOPMENT IN SAINT EDWARD STATE PARK
LOCATED AT 14445 JUANITA DRIVE NE IN THE CITY OF KENMORE**

I. PARTIES

This SEPA Lead Agency Agreement (“SEPA Agreement”) is entered into by the City of Kenmore (the “City”) and Washington State Parks (“State Parks”), collectively, the “Parties”, pursuant to WAC 197-11-944.

II. PURPOSE

The purpose of this SEPA Agreement is to assign lead agency responsibilities under the State Environmental Policy Act (“SEPA”), chapter 43.21C RCW, and its implementing regulations, chapter 197-11 WAC, for the concept proposal described below, which will be located on State Parks property, but which will require development permits from the City.

Saint Edward State Park is a 316-acre day use park that was formerly a Catholic Seminary. The Seminary is listed on the National Register of Historic Places. In addition to the former Seminary building, Saint Edward State Park has 3,000 feet of freshwater shoreline on Lake Washington, trails for hiking and mountain biking, five unsheltered picnic areas, a “big toy” playground, and ball fields, horse shoe pits, and a volleyball area.

The City proposes to modify the existing ball fields. A copy of the City’s draft design for the proposal dated February 23, 2016 is attached to this SEPA Agreement as **Exhibit A** and incorporated by reference. The proposal may include rehabilitation and resurfacing of the two existing ball fields with artificial turf and an overlay of two soccer fields and a cricket field. The proposal may also include the addition of LED field lighting, modification to existing parking, addition of new parking, wetland and buffer mitigation, upgrade to the existing restroom, addition of covered bleachers, covered dugouts, backstops, fencing, pathway around the field and landscaping. The City and Parks intend to enter into a lease authorizing the City to maintain, use, and schedule the ball fields. The City’s proposal does not include any modifications to the historic Seminary building, shoreline, trails, picnic areas, “big toy” playground, horse shoe pits, volleyball area, or roads.

III. PRINCIPLES OF AGREEMENT

A. The Parties Agree To:

1. Work together to ensure consistency and coordination in the development and preparation of SEPA documents, including:

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- i. Review of documents for adequacy and completeness;
- ii. Direct preparation of the necessary SEPA documents; and
- iii. Identify potential mitigation, if necessary, for project impacts.

2. Work together to involve any other local, state, federal, or tribal agencies and interested parties in the development and review of SEPA documents to ensure a transparent and public process.

3. Work together to identify, as far in advance as possible, actions or problems that might affect the environmental analyses and documentation process.

B. General Duties

1. The City shall act as nominal lead agency pursuant to WAC 197-11-926 and -944. As nominal lead, the City's SEPA ordinance, chapter 19.35 KMC ("Environmental Procedures"), shall apply to the proposal. These procedures include public notice and appeals. If an administrative appeal occurs, the process shall be governed by KMC 19.35.160. If a court appeal or administrative appeal is filed, the City shall be the lead agency for such SEPA challenge, with the assistance of State Parks as provided below in Section IV.D.

2. The Parties, either jointly or independently, may determine that consultant(s) are needed to assist in completing the required SEPA analysis and documentation for this proposal. Consultants shall be hired by the City. The cost of any such consultants shall be the responsibility of the City, unless otherwise agreed by the Parties.

3. Comments on SEPA document(s) shall be received or recorded by the City, and the City shall promptly forward copies to State Parks of transcripts, written comments, or electronic comments.

4. As lead agency, the City shall be responsible for preparation and coordination of the SEPA analysis and identification of the responsible official. The City will provide State Parks with drafts of all SEPA analysis and documentation, and will provide State Parks an opportunity to review and comment before finalizing any documents.

5. As lead agency, the City shall be responsible for ensuring compliance with SEPA's public notice, comment, and hearing requirements. WAC 197-11-502, -510, -535 and implemented and applied by KMC 19.35.100.

6. The City shall be solely responsible for ensuring compliance with its comprehensive plan and development regulations.

7. In all other respects, the Parties shall act as partners in meeting the responsibilities of lead agency under SEPA, with equal standing in all decisions to be made, subject to any restrictions or requirements that are consistent with the City's responsibilities as lead agency.

C. Preparing the Analysis

1. The City will provide all relevant information regarding the proposal, environmental impacts, and potential mitigation.
2. Information and documents provided by the City shall be reviewed and supplemented by State Parks, as authorized by law, within two weeks, unless otherwise agreed to between the Parties for large, complex documents.
3. Any additional analysis identified as necessary by the Parties will be prepared by qualified experts, the cost of which shall be as provided in Section III.B.2.
4. The Parties will endeavor to meet the following benchmarks, but acknowledge that timelines may be affected by appeals or unanticipated issues.
 - i. Late Spring 2016: City submits necessary permit applications.
 - ii. Late August-early September 2016: Complete SEPA threshold determination and permit decision.
 - iii. Fall 2016: Presentation to State Parks Commission requesting approval of lease.

D. Scope/Content

1. Mitigation recommended in the SEPA document(s), if necessary, shall be identified by the Parties. Mitigation, if necessary, shall be imposed by the City when it makes its substantive, underlying decisions regarding the proposed project. This SEPA Agreement is not intended to limit the City's ability to rely on its comprehensive plan or development regulations for mitigation. WAC 197-11-158.
2. At a minimum, a representative of each party shall review the environmental checklist, if required, and related documentation prior to issuance of all necessary SEPA documents. The Parties will complete this review within two weeks of receipt of the completed checklist or documentation, unless a longer timeline is agreed to.
3. The Parties may adopt, incorporate by reference, or add an addendum to existing analysis to reduce paperwork and the accumulation of background data. WAC 197-11-402(7); 197-11-600. As lead agency, the City shall independently review the content of the existing documents and determine whether the information and analysis is relevant and adequate. RCW 43.21C.034. The City shall provide State Parks an opportunity to comment on the adequacy of existing documents before using existing environmental documents.
4. The Parties anticipate that an Environmental Impact Statement (EIS) will be prepared for the separate Seminary proposal. If the EIS analyzes environmental impacts for the ball field proposal, the City may use existing environmental documents, pursuant to WAC 197-11-600, if doing so reduces

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paperwork and meets the City's needs, subject to the limitations in III.D.3., above. The City may proceed with the ball field proposal regardless of the status of the Seminary proposal.

IV. DECISION MAKING AND DISPUTE RESOLUTION

- A. The Parties agree to attempt to make decisions by consensus throughout the SEPA process in regards to scope, content, and timing of all SEPA documents. The Parties recognize that the final SEPA document(s) must contain sufficient environmental analysis for informed decision-making of all agencies with jurisdiction. Therefore, information regarding areas of environmental concern and potential mitigation suggested by either party shall be included in the document(s).
- B. If either party cannot agree on an issue and the lack of consent would prevent their approval of the SEPA documents or otherwise prevent them from meeting their duties prescribed above in Section III.B., they may provide written notification to the other party, identifying the issue under dispute and a suggested resolution. The recipient party shall have the option to agree to the suggested resolution, offer an alternate resolution, or initiate dispute resolution. If dispute resolution is unsuccessful, the Parties may agree to terminate this SEPA Agreement.
- C. If this SEPA Agreement is dissolved, each Party will be assigned lead agency responsibility for the portion of the proposal under their jurisdiction pursuant to WAC 197-11-922 - 938.
- D. Consistent with Section III.B.1, the City is the lead for any administrative appeal under KMC 19.35.160, or any judicial appeal, which challenges the environmental review. Parks may, at its discretion, provide support to the City. Each party will be responsible for its own attorney fees and costs.

V. OTHER PROVISIONS

- A. Except as provided in this SEPA Agreement, nothing in this SEPA Agreement shall be construed as limiting or affecting in any way the authority or legal responsibilities of either of the Parties. This SEPA Agreement is not intended to affect environmental review previously conducted by State Parks, or the separate proposal regarding Seminary development.
- B. Nothing in this SEPA Agreement binds the Parties to perform beyond their respective authorities.
- C. Nothing in this SEPA Agreement requires the Parties to assume or expend funds in excess of available appropriations, authorized by law. Specific activities that involve the transfer of money, services, or property between the Parties shall require execution of separate agreements or contracts.
- D. Amendments to this SEPA Agreement are effective upon written approval of the Parties.
- E. This SEPA Agreement shall become effective upon signature by both Parties. This SEPA Agreement may be executed in counterparts, each of which will be considered an original document.

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F. Either party may terminate this SEPA Agreement by written notice to the other party, which will be effective 30 days after receipt of the written notice. Termination also will occur after completion or withdrawal of the project.

G. The following persons shall be the designated contact for all communications regarding this SEPA Agreement. The contact person may be updated by written notice.

CITY OF KENMORE
Bryan Hampson
Development Services Director
18120 68th Avenue NE
Kenmore, WA 98028
(425) 398-8900
BHampson@kenmorewa.gov

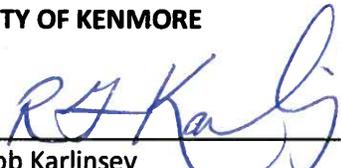
STATE PARKS
Jessica Logan
Parks Development
1111 Israel Road SW
Tumwater, WA 98504
(360) 902-8679
Jessica.Logan@parks.wa.gov

H. This SEPA Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to enforce this SEPA Agreement shall be in the Superior Court for Thurston County, or the Superior Court for King County if agreed to by the Parties.

I. If either party receives a public disclosure request for project documents prior to termination of this SEPA Agreement, it shall notify the other party of the request within three business days.

This SEPA Agreement is executed by the persons signing below, who warrant they have the authority to execute this SEPA Agreement.

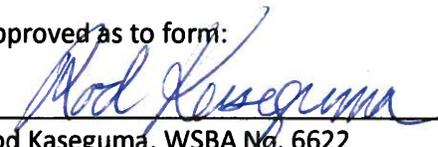
CITY OF KENMORE



Rob Karlinsey
City Manager

Date: 6-6-16

Approved as to form:



Rod Kaseguma, WSBA No. 6622

WASHINGTON STATE PARKS



Peter Herzog
Assistant Director, Parks Development

Date: 6/21/16



Martha Wehling, WSBA No. 36295

ST. EDWARD PARK SPORTS FIELDS



SYNTHETIC TURF WITH SAND INFILL
 • NO RUBBER
 • NO BURN OUTS
 • NO MUDOUT FIELDS

4' CHAIN LINK FENCE
 • CLEAR VISIBILITY FOR SECURITY
 • PREVENTS VEHICLE ACCESS
 • BOLLARDS ALLOW EMERGENCY AND MAINTENANCE ACCESS

POROUS CONCRETE
 • HARD SURFACE
 • ALLOWS INFILTRATION

COVERED DUGOUT
 • UTILITY STORAGE
 • BATTERS
 • EMERGENCY AND MAINTENANCE ACCESS

COVERED BLEACHERS
 • 50 SEATS PER FIELD

WETLAND PROTECTION
 • NO NUTRIENT RUNOFF FROM FERTILIZERS
 • CONTROLLED STORM WATER DETENTION BELOW THE FIELD RESTORES THE NATURAL HYDROLOGY OF THE WETLAND

MAINTENANCE SHED
 • 10' x 28' EQUIPMENT STORAGE

BULL PEN
 • TWO 10' x 60' PER FIELD WITH BACKSTOP

ADA ACCESS
 • FROM PARKING LOT
 • BOLLARDS ALLOW EMERGENCY AND MAINTENANCE ACCESS

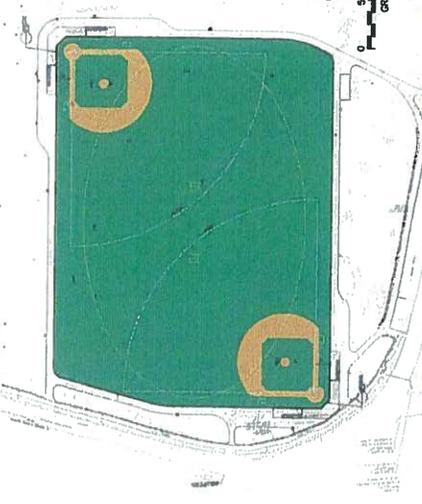
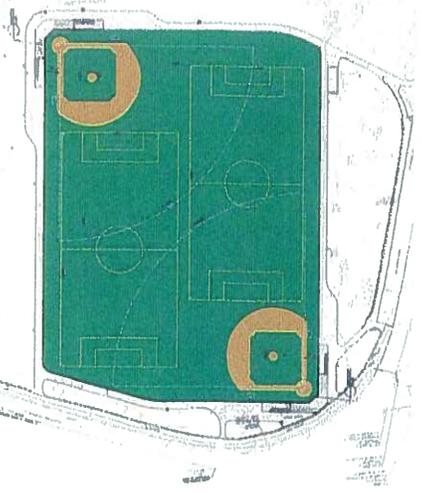
HIGH ANGLED BACKSTOP
 • PREVENTS BALL BOLL-UP
 • ALLOWS POP-UP PLAY
 • 15' BASE LINE SETBACK

ACCOMMODATED USES

2 LITTLE LEAGUE FIELDS - 60' BASE LINE, 200' OUTFIELD
 2 MOD SOCCER FIELDS - 40' x 80 YARDS

FULL SIZE SOCCER FIELD - 83 x 105 YARDS

CRICKET FIELD



ST. EDWARD PARK SPORTS FIELDS FLOOD LIGHT DESIGN



LIGHTING FOR SAFETY



The proposed lighting for the fields will consist of LED floodlights mounted on galvanized steel poles surrounding the field. The poles will be installed as close to the fields as possible, so as to not compromise the safety of the players and to allow for pedestrian access.

LIGHTING LEVELS

The lighting levels for the field will be designed at Class III level listed in RP-8 (Recommended Practice for Sports Lighting) by the Illuminating Engineering Society of North America. The field will be lighted to an average maintained lighting level of 50 footcandles in the infields and 30 footcandles for the outfield and soccer areas. The lighting system was designed using a 0.8 design factor to achieve the initial lighting levels.

STATE OF THE ART LED FLOOD LIGHTING



FIELD WITH OLD METAL HALIDE LIGHTING SYSTEM

LED floodlighting is designed to avoid the effects of light pollution. The led floodlights have a beam that directs light to where it is required. This creates little to no light pollution which can have negative effects on animal life and people living around the field. LED technology for sports fields has many benefits including high energy savings, little maintenance, and increased game quality due to high lighting levels.



SAME FIELD WITH NEW LED LIGHTING SYSTEM

