City Council, Regular Meeting

AGENDA

6:30 pm – 10:00 pm

February 07, 2017

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Estimate Time

Presentations/Proclamations

Student Liaison Reports **6:40 pm**

Public Comment **6:45 pm**

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization***.** *If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at manderson@sammamish.us. Please be aware that Council meetings are videotaped and available to the public.*

Consent Calendar **7:15 pm**

- Payroll for period ending January 15, 2017 for pay date January 20, 2017 in the amount of $ 341,494.73
- Payroll for period ending January 31, 2017 for pay date February 03, 2017 in the amount of $ 338,937.09

1. **Approval:** Claims For Period Ending January 17, 2017 In The Amount Of $1,586,147.26 For Check No. 46322 Through 46441
2. **Approval:** Claims For Period Ending February 7, 2017 In The Amount Of $2,058,753.46 For Check No. 46442 Through 46597
3. **Resolution**: Revising The Rules Of Procedure For The City Council
4. **Ordinance:** First Reading: Relating To Maintenance By The City Of Drainage Facilities, And Specifically Amending SMC Sections 13.20.090 And 13.20.100; Providing For Severability; And Establishing An Effective Date
5. **Resolution:** Granting Final Plat Approval Of The Canterbury Park Fka Mystic Lake Phase 2 Subdivision

6. **Resolution:** Authorizing Execution Of The Regional Coordination Framework For Disasters And Planned Events Agreement With King County
7. **Resolution:** Establishing A Travel Policy That Conforms To State Law Requirements For City-Related Travel And Travel Expense Reimbursements
8. **Contract:** Washington Trails Association Amendment
9. **Contract:** Parks, Recreation and Open Space (PRO) Plan Consultant/Conservation Technix
10. **Approval:** Minutes for December 6, 2016 Regular Meeting
11. **Approval:** Minutes for December 13, 2016 Special Meeting
12. **Approval:** Minutes for January 3, 2017 Regular Meeting
13. **Approval:** Minutes for January 10, 2017 Special Meeting

Public Hearings

Unfinished Business **7:20 pm**

14. **Resolution:** Providing Design Guidance For Phase 1 Of The Issaquah Fall City Road Improvement Project From 242nd Ave SE To Klahanie Dr SE Related To The Crossing Of The North Fork Of Issaquah Creek

New Business

15. **Ordinance:** First Reading Of The City Of Sammamish, Washington, Adopting A New Sammamish Municipal Code Chapter 2.70 Entitled Emergency Management Organization; Repealing Ordinance No. O99-39 And Resolution Nos. 2001-63 And R2005-213; Providing For Severability; And Establishing An Effective Date. **7:45 pm**

16. **Ordinance:** First Reading Amending Section 2.50 of the Municipal Code related to Contracts **8:00 pm**

17. **Ordinance:** First Reading finalizing amendments to the Shoreline Master Program (SMP) **8:15 pm**

Council Reports/ Council Committee Reports **8:30 pm**

- 2017 Council Committee Appointments

City Manager Report **9:00 pm**

- Financial Support: Spawning Grounds-Saving the Kokanee

Executive Session – Potential Litigation pursuant to RCW42.30.110(1)(i) and Personnel pursuant to RCW42.39.110(g) **9:15 pm**

Adjournment **10:00 pm**

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
Feb 2017				
Tues 2/14	2/08	6:30 pm	Study Session	Presentation: King County Land Conservation Initiative Overview Discussion: Land Acquisition Strategy and Policy Presentation: Transfer of Development Rights Program Presentation: Town Center Implementation Strategy Update Discussion: Public Comment at Council Meeting
Tues 2/21	2/15	6:30 pm	Regular Meeting	Presentation & Discussion: Communications Strategic Plan Scope of Work Resolution: Approving the 2017 Budget and Work Program for A Regional Coalition for Housing (ARCH) <u>Consent:</u> Ordinance: Second Reading finalizing amendments to the Shoreline Master Program (SMP) Ordinance: Second Reading Emergency Management Ordinance: Second Reading Private/Public Partnership Code Revisions Resolution: Authorizing RCO Grant Application for Klahanie Park Improvements Resolution: Sammamish Community and Aquatic Center Project Acceptance Intent to Sign: Animal Control/King County Approval: Vehicle Purchase
Mar 2017				
Mon 3/06	3/01	4:30 pm	Study Session	Presentation: Sammamish Heritage Society Funding Request Discussion: Police Services Analysis Scope of Work Discussion: Zackuse Creek Project Update Discussion: Issaquah Fall City Road Communications Plan
Tues 3/07	3/01	6:30 pm	Regular Meeting	Presentation: Community Center Operations Update Presentation & Discussion: Intro to Regional Stormwater Presentation & Discussion: Lease Agreement with CWU <u>Consent:</u> Ordinance: Second Reading Amending Section 2.50 of the Municipal Code related to Contract Approval Authorization Contract: Human Services Needs Assessment Consultant/TBD Contract: Classification & Compensation Study Consultant/TBD Bid Award: Sammamish Landing Improvements

Tues 3/14	3/08	6:30 pm	Study Session	Discussion: Annexation Update Discussion: Development Code Update Discussion: CWU Lease Agreement
Tues 3/21	3/15	6:30 pm	Regular Meeting	Department Report: Public Works Department Report: Parks & Recreation Presentation: Update on the Economic Development Analysis Presentation & Discussion: Parks, Recreation and Open Space (PRO) Plan Update Resolution: Approving Lease Agreement with CWU Interlocal Agreement: Issaquah School District Joint-Use Agreement <u>Consent:</u> Contract: Stormwater Rate Study Consultant/TBD Contract: Louis Thompson Hill Landslide Area Design Consultant/TBD Resolution: Project Acceptance Intelligent Transportation System Phase I
Apr 2017				
Mon 4/03	3/29	4:30 pm	Study Session	Discussion: City Council Salary Study Discussion: Follow-up on Storm and Surface Water Comprehensive Planning Work
Tues 4/04	3/29	6:30 pm	Regular Meeting	Department Report: Fire Department Report: Police Department Report: Admin Services Contract: Transportation Master Plan Consultant/TBD <u>Consent:</u> Contract: Communications Strategic Plan Consultant/TBD Bid Award: 2017 Asphalt Patching/TBD Bid Award: Inglewood Hill Overlay Project/TBD Bid Award: 2017 Citywide Pavement Overlay Contract/TBD Bid Award: 2017 Sidewalk Repair & ADA Ramp Retrofit/TBD Bid Award: Guardrail Repair Projects/TBD
Tues 4/11	4/05	6:30 pm	Study Session	Discussion: Land Acquisition Strategy & Policy Discussion: Town Center Park Infrastructure Update Discussion: Issaquah Fall City Road Project Update

Tues 4/18	4/12	6:30 pm	Regular Meeting	Approval: 2017 Non-Motorized Transportation Project & Consultant Contract/TBD Approval: 2017 Intersection Improvement Project & Consultant Contract/TBD Approval: 2017 Neighborhood Transportation Projects & Consultant Contract/TBD Approval: 2017 Sidewalk Program Project & Consultant Contract/TBD Presentation & Discussion: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project Ordinance: First Reading Electrical Code Adoption <u>Consent:</u> Contract: Traffic Count Program Consultant/TBD Bid Award: 212th Improvement Project (Snake Hill)/TBD Bid Award: Signal Pole & Mast Painting on 228th & Issaquah Pine Lake Road/TBD Ordinance: Second Reading Electrical Code Adoption Bid Award: Skyline Community Sports Field Turf Replacement
May 2017				
Mon 5/01	4/26	4:30 pm	Study Session	Discussion: R-1 Land Use Density Analysis Discussion: Transportation Master Plan Update Discussion: Emergency Management Update
Tues 5/02	4/26	6:30 pm	Regular Meeting	Proclamation: Affordable Housing Week Department Report: Finance Ordinance: First Reading Amending the Biennial Budget (carryforward requests) Public Hearing/Ordinance: First Reading Sign Code Update Public Hearing/Ordinance: First Reading Title 24 Comprehensive Planning Process & Procedures Update <u>Consent:</u> Ordinance: First Reading Electrical Code Adoption
Tues 5/09	5/03	5:00 pm	Joint Study Session with Parks Commission & Planning Commission	Department Report: Community Development Discussion: Urban Forestry Management Plan Scope of Work Discussion: Land Acquisition Study Discussion: Parks, Recreation and Open Space (PRO) Plan Update

Tues 5/16	5/10	6:30 pm	Regular Meeting	Ordinance: Second Reading Sign Code Update Ordinance: Second Reading First Reading Title 24 Comprehensive Planning Process & Procedures Update Ordinance: First Reading: Inglewood Historic Plat Drainage Requirements Ordinance: First Reading Stormwater Maintenance Code Updates Hand-Off/Discussion: 2018-2023 Capital Plans • Parks Capital Improvement Plan • Stormwater Capital Improvement Plan • Transportation Improvement Plan • Information Technology Capital Improvement Plan • Facilities Capital Improvement Plan <u>Consent:</u> Ordinance: Second Reading Amending the Biennial Budget (carryforward requests) Contract: Fourth on the Plateau Fireworks Contract: Fourth on the Plateau Event Lighting Resolution: Youth Board Appointments Contract: City Hall Space Planning Consultant/TBD
June 2017				
Mon 6/05	5/31	4:30 pm	Study Session	Discussion: Police Services Analysis Discussion: Internet Usage & Social Media Policies

Tues 6/06	5/31	6:30 pm	Regular Meeting	Ordinance: Second Reading: Inglewood Historic Plat Drainage Requirements Ordinance: Second Reading Stormwater Maintenance Code Updates Public Hearing: 2018-2023 Capital Plans • Parks Capital Improvement Plan • Stormwater Capital Improvement Plan • Transportation Improvement Plan • Information Technology Capital Improvement Plan • Facilities Capital Improvement Plan Resolution: Approving King County Animal Services Contract (Tentative) <u>Consent:</u> Bid Award: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project/TBD Bid Award: Major Stormwater Drainage Facility Repairs & Solutions/TBD Bid Award: 212th Non-Motorized Gap Project/TBD Resolution: Inglewood Hill Stormwater Quality Retrofit Project Acceptance
Tues 6/13	6/07	6:30 pm	Study Session	Discussion: Land Acquisition Strategy & Policy Discussion: 2018-2023 Capital Plans (if needed) • Parks Capital Improvement Plan • Stormwater Capital Improvement Plan • Transportation Improvement Plan • Information Technology Capital Improvement Plan • Facilities Capital Improvement Plan
Tues 6/20	6/14	6:30 pm	Regular Meeting	Presentation: Economic Development Analysis Final Report Presentation & Discussion: Housing Strategy Update Presentation & Discussion: Neighborhood Character Resolution: Adopting 2018-2023 Capital Plans • Parks Capital Improvement Plan • Stormwater Capital Improvement Plan • Transportation Improvement Plan • Information Technology Capital Improvement Plan • Facilities Capital Improvement Plan <u>Consent:</u> Bid Award: SE 4th Street Improvement Project/TBD Bid Award: Louis Thompson Hill Landslide Area Project/TBD

July 2017				
Mon 7/03	6/28	4:30 pm	Study Session	Meeting Cancelled (Pending Council Approval)
Weds 7/05	6/28	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Comprehensive Plan Amendments Transportation Element Public Hearing/Ordinance: First Reading Comprehensive Plan Amendments Capital Facilities Element Presentation & Discussion: Introduction to Land Acquisition Policy Executive Session: Potential Land Acquisition <u>Consent:</u> Bid Award: Sahalee Way Stormwater Tightline Project (not related to Sahalee Way Project)/TBD
Tues 7/11	7/05	6:30 pm	Study Session	Discussion: Transportation Master Plan Discussion: Stormwater Rate Study Update Discussion: Communications Strategic Plan Discussion: Parking Ordinance Discussion: Inattentive Driving Ordinance
Tues 7/18	7/12	6:30 pm	Regular Meeting	Ordinance: Second Reading Comprehensive Plan Amendments Transportation Element Ordinance: Second Reading Comprehensive Plan Amendments Capital Facilities Element Resolution: Adopting a Land Acquisition Policy <u>Consent:</u> Bid Award: 2017 Crack Seal/TBD Bid Award: 2017 Intersection Improvement Project/TBD Bid Award: 2017 Neighborhood Transportation Projects /TBD Bid Award: 2017 Sidewalk Project/TBD Contract: Urban Forestry Management Plan Consultant/TBD
Aug 2017			No meetings	
Sept 2017				
Mon 9/04	8/30	4:30 pm	Study Session	Discussion: Maintenance Facility Strategic Plan Discussion: Communications Strategic Plan

Tues 9/05	8/30	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Stormwater Rate Update Ordinance: First Reading: City Parking Ordinance Ordinance: First Reading: Inattentive Driving Ordinance <u>Consent:</u> Bid Award: Enhanced Crosswalk on ELSP near SE 33rd Street/TBD
Tues 9/12	9/06	6:30 pm	Study Session	Discussion: Parks, Recreation and Open Space (PRO) Plan Update Discussion: Human Services Needs Assessment Discussion: Zackuse Creek Culvert Replacement Project & Basin Plan Update
Tues 9/19	9/13	6:30 pm	Regular Meeting	Department Report: Public Works Department Report: Parks & Recreation Resolution: Adopting Internet Usage & Social Media Policies <u>Consent:</u> Contract: Zackuse Creek Basin Plan Consultant/TBD Ordinance: Second Reading Stormwater Rate Update Ordinance: Second Reading City Parking Ordinance Ordinance: Second Reading: Inattentive Driving Ordinance
Oct 2017				
Mon 10/02	9/27	4:30 pm	Study Session	Department Report: Police Presentation & Discussion: Police Services Analysis
Tues 10/03	9/27	6:30 pm	Regular Meeting	Department Report: Fire Department Report: Administrative Services Resolution: Adopting Human Services Needs Assessment <u>Consent:</u> Bid Award: City Hall Space Planning Project/TBD
Tues 10/10	10/04	6:30 pm	Study Session	Discussion: Transportation Master Plan Discussion: Parks, Recreation and Open Space (PRO) Plan Update Discussion: Big Rock Park Site B Master Plan Update

Tues 10/17	10/11	6:30 pm	Regular Meeting	Department Report: Finance Department Report: Community Development Resolution: Adopting the Communications Strategic Plan <u>Consent:</u> Contract: Intelligent Transportation System Phase II Design/TBD Resolution: Beaver Lake Preserve Project Acceptance Resolution: Skyline High School Turf Replacement Project Acceptance
Nov 2017				
Mon 11/06	11/07	4:30 pm	Study Session	Discussion: Emergency Management Update Discussion: Business Continuity Plan (Information Technology)
Tues 11/07	11/07	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Mid-Biennial Budget Update Public Hearing/Ordinance: First Reading and Public Hearing: 2018 Property Tax Levy <u>Consent:</u>
Tues 11/14	11/14	6:30 pm	Study Session	Discussion: Parks, Recreation and Open Space (PRO) Plan Update Discussion: YMCA Property Discussion: Transportation Master Plan
Tues 11/21	11/21	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading School Impact Fee Updates Public Hearing/Resolution: Comprehensive Plan Amendments - 2018 Docket <u>Consent:</u> Ordinance: Second Reading Mid-Biennial Budget Ordinance: Second Reading Property Tax Levy Rate Resolution: Fee Schedule Resolution: Salary Schedule Resolution: Medical Premium Co-Pay

Dec 2017				
Mon 12/04	11/29	4:30 pm	Study Session	
Tues 12/05	11/29	6:30 pm	Regular Meeting	<u>Consent:</u> Final Reading: Annual Amendment of Comprehensive Plan Contract: ADA Transition Plan Consultant/TBD Contract: Water Quality Monitoring Strategic Plan/TBD Contract: Park Landscape Maintenance/TBD Contract: ROW Landscape Maintenance/TBD Contract: ROW Slope Mowing/TBD Contract: Street & Park Sweeping/TBD Contract: Custodial Services/TBD Contract: Vactoring Services/TBD Contract: Tree Services/TBD Contract: Fence Repair
Mon 12/11		6:30 pm		Volunteer Recognition Banquet
Tues 12/12	12/06	6:30 pm	Study Session	Discussion: Parks, Recreation and Open Space (PRO) Plan Update
Tues 12/19	12/13	6:30 pm	Regular Meeting	<u>Consent:</u> Contract: Beaver Lake Park Phase I Improvement Project Design Consultant/TBD

	To Be Scheduled	Parked Items	Parked Items
	• Economic Development Plan • Traffic Impact Fee Update • Discussion: Concurrency Ordinance • Contract: SE 24th St Sidewalk Design/TBD • Lake Sammamish Water Level	• Drones in Parks	• Mountains to Sound Greenway • Sustainability/Climate Change • Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes • Discussion: Inner City Bus Service • Good Samaritan Law

February 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30 **8:30 am** Acceptance Art Exhibit	31	1 **6:30 pm** Parks Commission Meeting	2 **6:30 pm** Planning Commission Meeting	3	4 **10:00 am** Volunteer at Lower Commons Park **7:00 pm** Gen-Thriller Murder Mystery Theater Performance
5	6	7 **5:00 pm** Council Office Hour **6:30 pm** City Council Meeting	8 **1:30 pm** Human Services Task Force Meeting	9 **6:00 pm** Artists' Opening Reception	10	11
12	13 **6:30 pm** City Council Special Meeting	14 **6:30 pm** City Council Study Session	15 **6:30 pm** Land Acquisition Strategy Public Meeting #1	16 **6:30 pm** Planning Commission Meeting - Canceled	17	18
19	20 **12:00 am** President's Day (Observed) - City offices closed	21 **6:30 pm** City Council Regular Meeting	22	23 **6:30 pm** Planning Commission Special Meeting	24	25 **11:00 am** Build-It Sammamish LEGO Event
26	27 **6:30 pm** Arts Commission Regular Meeting **6:30 pm** Arts Commission Regular Meeting	28	1 **6:30 pm** Parks Commission Meeting	2 **6:30 pm** Planning Commission Meeting	3	4

Sun	Mon	Tue	Wed	Thu	Fri	Sat
5	6	7	8	9	10	11
	4:30 pm City Council Study Session	**5:00 pm** Council Office Hour **6:30 pm** City Council Regular Meeting				

March 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27 **6:30 pm** Arts Commission Regular Meeting **6:30 pm** Arts Commission Regular Meeting	28	1 **6:30 pm** Parks Commission Meeting	2 **6:30 pm** Planning Commission Meeting	3	4
5	6 **4:30 pm** City Council Study Session	7 **5:00 pm** Council Office Hour **6:30 pm** City Council Regular Meeting	8	9	10	11
12	13	14 **6:30 pm** City Council Study Session	15 **6:00 pm** Sammamish Youth Board	16 **6:30 pm** Planning Commission Meeting	17	18 **1:00 pm** Make It A Glass Day
19	20	21 **6:30 pm** City Council Regular Meeting	22	23	24	25
26	27 **6:30 pm** Arts Commission Regular Meeting	28	29	30	31	1
2	3 **4:30 pm** City Council Study Session	4 **6:30 pm** City Council Regular Meeting	5 **6:30 pm** Parks Commission Meeting - Canceled	6	7	8

Sun	Mon	Tue	Wed	Thu	Fri	Sat
2	3	4	5	6 **5:00 pm** Joint Meeting with Parks & Recreation Commission and Planning Commission **6:30 pm** Parks Commission Meeting **6:30 pm** Planning Commission Meeting	7	8

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department
DATE: January 12, 2017
RE: Claims for January 17, 2017

$ 15,348.56
218,044.07
227,240.46
613,948.11
511,566.06

Top 10 Over $10,000 Payments

Wa Cities Insurance Authority	$313,903.00	Liability Insurance - 2017
Marshbank Construction	$215,969.10	Inglewood Hill Project - December 2106
Otak	$79,829.40	Zackuse Creek Project
Sammamish Plateau Water	$66,077.66	Wetland Creation Credits - 24th Construction
AWC	$50,587.90	2017 Membership Fee/Drug & Alcohol /Workers Comp Prog
U.S. Postal Service	$50,000.00	2017 Newsletter Postage - Bulk Mail Acct
Sound Cities Assoc	$37,828.00	2017 Membership Dues
HD Supply Waterworks	$37,278.36	Storm Supplies
Accela	$36,243.83	2017 Springbrook Maintenance
Lochner	$35,516.73	SE Iss/Fall City Rd

15,348.56 +
218,044.07 +
227,240.46 +
613,948.11 +
511,566.06 +
1,586,147.26G+

TOTAL $ 1,586,147.26

Check #46322 - #46441

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 12/30/2016 - 10:05 AM

City of Sammamish Washington

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46322	12/30/2016	BADGLEY	Badgley Landscape LLC	12,660.68	46,322
46323	12/30/2016	JACKSONJ	Janie Jackson	1,445.00	46,323
46324	12/30/2016	SAM	Sammamish Plateau Water Sewer	1,242.88	46,324
			Check Total:	15,348.56	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/5/2017 - 9:56 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46325	01/05/2017	AWCLIF	Association of Washington Cities	231.60	46,325
46326	01/05/2017	AWCMED	AWC Employee BenefitsTrust	145,795.08	46,326
46327	01/05/2017	CENTURY	Century Link	66.99	46,327
46328	01/05/2017	COLVINHA	Colvin-Hallett, P.S.	5,000.00	46,328
46329	01/05/2017	COMCAST2	Comcast	368.91	46,329
46330	01/05/2017	FRONTIR2	Frontier	391.19	46,330
46331	01/05/2017	ICMA401	ICMA 401	46,581.25	46,331
46332	01/05/2017	ICMA457	ICMA457	15,901.58	46,332
46333	01/05/2017	IDHW	Idaho Child Support Receipting	200.00	46,333
46334	01/05/2017	LEGALSHI	Legal Shield	73.75	46,334
46335	01/05/2017	NAVIA	Navia Benefits Solution	1,996.47	46,335
46336	01/05/2017	PSE	Puget Sound Energy	262.48	46,336
46337	01/05/2017	SAM	Sammamish Plateau Water Sewer	344.20	46,337
46338	01/05/2017	WASUPPOR	Wa State Support Registry	830.57	46,338
			Check Total:	218,044.07	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/6/2017 - 10:55 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46339	01/06/2017	BANNER	Banner Bank	11,121.36	46,339
46340	01/06/2017	KINGPET	King County Pet Licenses	150.00	46,340
46341	01/06/2017	MARSHBAN	Marshbank Construction	215,969.10	46,341
			Check Total:	227,240.46	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/11/2017 - 9:28 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46342	01/17/2017	3SQUARE	3 Square Blocks	1,887.50	46,342
46343	01/17/2017	48NORTH	48 North Solutions, Inc	5,639.00	46,343
46344	01/17/2017	ALLCLIM	All Climate Heating & Air	105.00	46,344
46345	01/17/2017	AMERWEST	America West Environmental	8,362.60	46,345
46346	01/17/2017	BANNER	Banner Bank	31,245.23	46,346
46347	01/17/2017	BATTERIE	Batteries + Bulbs	374.44	46,347
46348	01/17/2017	BLACKBUR	Kimberly Blackburn	300.00	46,348
46349	01/17/2017	BOHANAN	Martin Bohanan	105.00	46,349
46350	01/17/2017	BUTKUS	Butkus Consulting, Inc.	2,276.94	46,350
46351	01/17/2017	CDW	CDW Govt Inc	659.26	46,351
46352	01/17/2017	CHINOOK	Chinook Lumber	94.17	46,352
46353	01/17/2017	COSTCO	Costco Wholesale	642.66	46,353
46354	01/17/2017	CUNNINGH	J. A. Cunningham Consulting LLC	1,837.50	46,354
46355	01/17/2017	CURBPROS	Curb Pros Parking Lot Repairs & Mai	1,341.38	46,355
46356	01/17/2017	ESA	ESA	2,599.65	46,356
46357	01/17/2017	EVANS	David Evans & Associates, Inc	20,060.39	46,357
46358	01/17/2017	FASTENAL	Fastenal Industrial Supplies	14,426.53	46,358
46359	01/17/2017	FRANCO	Francotyp-Postalia, Inc	406.84	46,359
46360	01/17/2017	FUSINGIT	Jamie Frances Beck	788.40	46,360
46361	01/17/2017	GILLES	Gilles Consulting	1,000.00	46,361
46362	01/17/2017	GRAINGER	Grainger	988.79	46,362
46363	01/17/2017	GRANGE	Grange Supply, Inc.	685.35	46,363
46364	01/17/2017	HAYWOOD	Alan Haywood	400.00	46,364
46365	01/17/2017	HDSUPPLY	HD Supply Waterworks	37,278.36	46,365
46366	01/17/2017	HONEY	Honey Bucket	330.00	46,366
46367	01/17/2017	HUCK	Kathleen Huckabay	197.96	46,367
46368	01/17/2017	HWA	HWA GeoSciences, Inc	6,753.91	46,368
46369	01/17/2017	ISD	Issaquah School District	11,590.00	46,369
46370	01/17/2017	ISNW	Industrial Solutions NW LLC	29,250.74	46,370
46371	01/17/2017	ISSAQ1	Issaquah Press, Inc.	1,042.00	46,371
46372	01/17/2017	ISSCITY	City Of Issaquah	8,705.56	46,372
46373	01/17/2017	JAYMARC	Jaymarc AV	626.47	46,373
46374	01/17/2017	JKA	JKA Well Drilling	2,303.92	46,374
46375	01/17/2017	JOHNSOND	Daniel Johnson	150.50	46,375
46376	01/17/2017	JONESELB	Dylan L.B. Jones	64.26	46,376
46377	01/17/2017	KCBLANK	King County Finance	7,357.34	46,377
46378	01/17/2017	KCFLEET	King County Fleet Admin	267.42	46,378
46379	01/17/2017	KCRADIO	King Cty Radio Comm Svcs	1,012.88	46,379
46380	01/17/2017	KINGFI	King County Finance A/R	18,226.66	46,380
46381	01/17/2017	KINGGIS	King County Finance	1,074.00	46,381
46382	01/17/2017	KPG	KPG Interdisciplary Design	4,383.48	46,382
46383	01/17/2017	LESSCHWA	Les Schwab Tire Center	2,337.29	46,383
46384	01/17/2017	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	46,384
46385	01/17/2017	LEYTON	Kimberly Leyton	895.50	46,385
46386	01/17/2017	LOCHNER	Lochner, Inc.	35,516.73	46,386
46387	01/17/2017	LTI	LTI, Inc	7,681.53	46,387
46388	01/17/2017	LWSD	Lake Washington School Dist	29,145.00	46,388
46389	01/17/2017	MACDONAL	MacDonald-Miller Facility Solutions	495.49	46,389
46390	01/17/2017	MAILPO	Mail Post	477.80	46,390
46391	01/17/2017	MINUTE	Minuteman Press	1,503.68	46,391

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46392	01/17/2017	MOBERLY	Lynn Moberly	11,850.00	46,392
46393	01/17/2017	MORUP	Morup Signs Inc	2,500.00	46,393
46394	01/17/2017	NETRUCK	North End Truck Equip Inc	16,529.79	46,394
46395	01/17/2017	OSBORN	Osborn Consulting, Inc	2,855.25	46,395
46396	01/17/2017	OTAK	Otak	79,829.40	46,396
46397	01/17/2017	PERTEET	Perteet, Inc.	23,250.12	46,397
46398	01/17/2017	PIEDMONT	Piedmont Directional Signs	1,050.00	46,398
46399	01/17/2017	PLANTSCA	Plantscapes, Inc	21,615.30	46,399
46400	01/17/2017	PROVAC	PRO-VAC	4,161.00	46,400
46401	01/17/2017	REDMOND	City Of Redmond	34.00	46,401
46402	01/17/2017	SAM	Sammamish Plateau Water Sewer	65,077.66	46,402
46403	01/17/2017	SAMCHAMB	Sammamish Chamber of Commerce	360.00	46,403
46404	01/17/2017	SB&MAC	Stewart MacNichols & Harmell Inc	16,400.00	46,404
46405	01/17/2017	SDA	Site Development Associates LLC	1,988.75	46,405
46406	01/17/2017	SEATIM	Seattle Times	8,948.54	46,406
46407	01/17/2017	SEQUOYAH	Sequoyah Electric, LLC	787.37	46,407
46408	01/17/2017	SWIFTTRE	Swift Tree Care	2,847.00	46,408
46409	01/17/2017	TOPTOBOT	Top To Bottom Janitorial, Inc	187.00	46,409
46410	01/17/2017	TRANSMAP	Transmap Corp	20,041.86	46,410
46411	01/17/2017	TRANSOLU	Transportation Solutions, Inc	14,897.04	46,411
46412	01/17/2017	TREESOLU	Tree Solutions Inc	342.50	46,412
46413	01/17/2017	TRI-TEC	Tri-Tec Communications, Inc	280.32	46,413
46414	01/17/2017	TRIANGLE	Triangle Associates, Inc	1,609.18	46,414
46415	01/17/2017	UNITRENT	United Rentals NA, Inc	1,327.03	46,415
46416	01/17/2017	USBANKNA	US Bank N.A.	96.00	46,416
46417	01/17/2017	USHEALTH	U S Healthworks	48.00	46,417
46418	01/17/2017	VERIZON	Verizon Wireless	3,481.00	46,418
46419	01/17/2017	VOYAGER	Voyager	4,827.02	46,419
46420	01/17/2017	WADEJAME	James Wade	200.00	46,420
46421	01/17/2017	WATRACTO	Washington Tractor	516.51	46,421
46422	01/17/2017	WATREAS	Wa State Treasurer	562.50	46,422
46423	01/17/2017	WINDWARD	Windward Environmental LLC	498.56	46,423
			Check Total:	613,948.11	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/11/2017 - 11:13 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46424	01/17/2017	ACCELA	Accela, Inc #774375	36,243.83	46,424
46425	01/17/2017	AWC	Association of Wa Cities	50,587.90	46,425
46426	01/17/2017	CNA	CNA Surety	210.00	46,426
46427	01/17/2017	CONSOLID	Consolidated Press	7,829.57	46,427
46428	01/17/2017	GREATAME	Great America Financial Services	130.31	46,428
46429	01/17/2017	HONEY	Honey Bucket	3,027.50	46,429
46430	01/17/2017	ITE	Institute of Transp Engineers	299.28	46,430
46431	01/17/2017	MINUTE	Minuteman Press	809.27	46,431
46432	01/17/2017	MORUP	Morup Signs Inc	720.00	46,432
46433	01/17/2017	NLC	National League of Cities	3,813.00	46,433
46434	01/17/2017	PACSOIL	Pacific Topsoils, Inc	500.00	46,434
46435	01/17/2017	ROTARSAM	Rotary Club of Sammamish	156.00	46,435
46436	01/17/2017	SAMCHAMB	Sammamish Chamber of Commerce	550.00	46,436
46437	01/17/2017	SCA	Sound Cities Assoc	37,828.00	46,437
46438	01/17/2017	SYMPRO	Sympro, Inc	4,608.40	46,438
46439	01/17/2017	USPOST	U.S. Postal Service	50,000.00	46,439
46440	01/17/2017	WAINS	Wa Cities Insurance Authority	313,903.00	46,440
46441	01/17/2017	WEATHER	Weathernet LLC	350.00	46,441
			Check Total:	511,566.06	

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department
DATE: February 2, 2017
RE: Claims for February 7, 2017

$	15,146.29
	1,281.50
	89,517.36
	25,314.92
	19,241.38
	477,177.68
	1,423,572.30
	7,502.03

Top 10 Over $10,000 Payments

Eastside Fire & Rescue	$888,597.46	Equipment Replacement/Capital Facilities Fund/January I
Perteet	$198,953.83	SE 4th/Inglewood Hill/Sahalee Way - 2016
King County Finance	$126,261.33	2016 Voter Registration
Issaquah School District	$77,567.50	School Impact Fees - January 2017
ESRI	$40,515.00	ARC GIS 2017 Maintenance
Gray & Osborne	$30,913.88	212th Way Improvements - 2016
Badgley Landscape	$27,556.50	Landscape Maintenance - January 2017
PSE	$23,158.14	Various Electric Bills Citywide - 2016
Demarche Consulting	$22,710.00	Maintenance Mgmt Support - January 2017
Hartford Insurance	$21,994.12	Porter Brothers Payment #30/SCAC

TOTAL $2,058,753.46
Check #46442 - #46597

15,146.29 +
1,281.50 +
89,517.36 +
25,314.92 +
19,241.38 +
477,177.68 +
1,423,572.30 +
7,502.03 +
2,058,753.46G+

Bill # 2

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/11/2017 - 3:56 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46442	01/12/2017	WORKSAFE	A Work Safe Service, Inc	208.00	46,442
46443	01/12/2017	PSE	Puget Sound Energy	10,466.34	46,443
46444	01/12/2017	SAM	Sammamish Plateau Water Sewer	4,423.95	46,444
46445	01/12/2017	USHEALTH	U S Healthworks	48.00	46,445
			Check Total:	15,146.29	

Bill # 2

Accounts Payable

Computer Check Register

User: mdunham
Printed: 01/11/2017 - 4:10PM
Batch: 00006.01.2017
Bank Account: APPR

Check	Vendor No	Vendor Name		Date	Invoice No	Amount
46446	COMCAST2	Comcast		1/12/2017		
						9.44
			Check 46446 Total:			9.44
46447	COMCAST3	Comcast		1/12/2017		
						1,272.06
			Check 46447 Total:			1,272.06
			Report Total:			1,281.50

Bill # 2

Accounts Payable

Check Register Totals Only

User: jbass
Printed: 1/20/2017 - 10:37 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46448	01/20/2017	ICMA401	ICMA 401	47,900.44	46,448
46449	01/20/2017	ICMA457	ICMA457	16,126.49	46,449
46450	01/20/2017	IDHW	Idaho Child Support Receipting	200.00	46,450
46451	01/20/2017	NAVIA	Navia Benefits Solution	1,863.47	46,451
46452	01/20/2017	WALAB	Wa State Dept of Labor & Indus	22,596.39	46,452
46453	01/20/2017	WASUPPOR	Wa State Support Registry	830.57	46,453
			Check Total:	89,517.36	

Bill # 2

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/24/2017 - 11:59 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46454	01/24/2017	CENTURY	Century Link	52.67	46,454
46455	01/24/2017	NESAM	NE Sammamish Sewer & Water	413.28	46,455
46456	01/24/2017	PSE	Puget Sound Energy	23,158.14	46,456
46457	01/24/2017	SAM	Sammamish Plateau Water Sewer	1,690.83	46,457
			Check Total:	25,314.92	

Bill # 2

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 2/1/2017 - 10:04 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46458	02/03/2017	US BANK	U. S. Bank Corp Payment System	19,241.38	46,458
			Check Total:	19,241.38	

Bill # 2

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 2/1/2017 - 10:49 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46459	02/07/2017	3SQUARE	3 Square Blocks	1,150.00	46,459
46460	02/07/2017	AGENTERP	AG Enterprise Supply Inc	53.28	46,460
46461	02/07/2017	ATHLETES	Athletes for Kids	2,500.00	46,461
46462	02/07/2017	ATWORK	At Work!	787.50	46,462
46463	02/07/2017	BELLCITY	City Of Bellevue	13,471.85	46,463
46464	02/07/2017	BERGERPA	Berger Partnership	666.88	46,464
46465	02/07/2017	BEST	Best Parking Lot Cleaning, Inc	15,605.45	46,465
46466	02/07/2017	BHC	BHC Consultants, LLC	4,550.00	46,466
46467	02/07/2017	BRIDGE	Bridge Disability Ministries	2,500.00	46,467
46468	02/07/2017	CDW	CDW Govt Inc	7,843.17	46,468
46469	02/07/2017	EASTFRIE	Eastside Friends of Seniors	2,500.00	46,469
46470	02/07/2017	ECOTONE	Ecotone Commissioning Group LL	5,980.00	46,470
46471	02/07/2017	ENCOMPAS	Encompass NW	1,750.00	46,471
46472	02/07/2017	EVERFORD	Evergreen Ford	64.90	46,472
46473	02/07/2017	FASTENAL	Fastenal Industrial Supplies	17.84	46,473
46474	02/07/2017	FIREPROT	Fire Protection, Inc.	3,094.66	46,474
46475	02/07/2017	GOLDER	Golder Associates, Inc.	1,304.29	46,475
46476	02/07/2017	GRAYOS	Gray & Osborne, Inc.	30,913.88	46,476
46477	02/07/2017	HARTFORD	Hartford Fire Insurance Co	21,994.12	46,477
46478	02/07/2017	HDR	HDR Engineering, Inc	14,620.82	46,478
46479	02/07/2017	HERITAGE	Heritage Bank	1,052.35	46,479
46480	02/07/2017	HEROHOUS	Hero House	660.00	46,480
46481	02/07/2017	HOGAN	D. A. Hogan & Assoc., Inc	5,948.00	46,481
46482	02/07/2017	HOMEDE	Home Depot	1,651.75	46,482
46483	02/07/2017	HOPEEMSV	Hopelink Emergency Financial	1,250.00	46,483
46484	02/07/2017	HWA	HWA GeoSciences, Inc	4,000.00	46,484
46485	02/07/2017	ISSCHURC	Issaquah Community Services	250.00	46,485
46486	02/07/2017	ISSCITY	City Of Issaquah	2,716.00	46,486
46487	02/07/2017	ISSFOOD	Issaquah Food & Clothing Bank	5,000.00	46,487
46488	02/07/2017	ISSFOUND	Issaquah Schools Foundation	2,500.00	46,488
46489	02/07/2017	JONESELB	Dylan L.B. Jones	264.70	46,489
46490	02/07/2017	KIMSEY	Sarah Hawes Kimsey	2,391.22	46,490
46491	02/07/2017	KINGFI	King County Finance A/R	13,203.73	46,491
46492	02/07/2017	KLEINFEL	Kleinfelder, Inc.	616.93	46,492
46493	02/07/2017	LIFEENRI	Life Enrichment Options	500.00	46,493
46494	02/07/2017	LOCHNER	Lochner, Inc.	14,976.70	46,494
46495	02/07/2017	LWSFOUND	Lake Wa Schools Foundation	1,250.00	46,495
46496	02/07/2017	MASTERCH	Master Chorus Eastside	500.00	46,496
46497	02/07/2017	NAMI	NAMI Eastside	750.00	46,497
46498	02/07/2017	OSBORN	Osborn Consulting, Inc	11,144.70	46,498
46499	02/07/2017	OTAK	Otak	2,304.46	46,499
46500	02/07/2017	PACAIR	Pacific Air Control, Inc	1,817.60	46,500
46501	02/07/2017	PACE	Pace Engineers, Inc.	1,425.50	46,501
46502	02/07/2017	PAPE	Pape Machinery	5,387.40	46,502
46503	02/07/2017	PERTEET	Perteet, Inc.	198,953.83	46,503
46504	02/07/2017	PLANTSCA	Plantscapes, Inc	459.90	46,504
46505	02/07/2017	POA	Pacific Office Automation	4,707.29	46,505
46506	02/07/2017	PRECCON	Precision Concrete Cutting	611.15	46,506
46507	02/07/2017	QUALITYT	Quality Towing, Inc.	150.02	46,507
46508	02/07/2017	SAM	Sammamish Plateau Water Sewer	238.04	46,508

Bill # 2

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46509	02/07/2017	SHANNONW	Shannon & Wilson Inc	837.70	46,509
46510	02/07/2017	SHAPIRO	Stephen Shapiro	8,000.00	46,510
46511	02/07/2017	SPATIAL	Spatial Development Int LLC	3,490.00	46,511
46512	02/07/2017	STANTEC	Stantec Consulting Services	5,864.50	46,512
46513	02/07/2017	STAPLES	Staples Advantage	3,918.42	46,513
46514	02/07/2017	STVIN	St Vincent DePaul Society	2,500.00	46,514
46515	02/07/2017	THERAPEU	Therapeutic Health Services	1,250.00	46,515
46516	02/07/2017	TOGETHER	Together Center	500.00	46,516
46517	02/07/2017	TOPTOBOT	Top To Bottom Janitorial, Inc	11,434.62	46,517
46518	02/07/2017	TRANSOLU	Transportation Solutions, Inc	6,795.00	46,518
46519	02/07/2017	TREESOLU	Tree Solutions Inc	302.50	46,519
46520	02/07/2017	UNITRENT	United Rentals NA, Inc	1,001.80	46,520
46521	02/07/2017	WAEMP	State of Wa Employment Security Dep	10,265.85	46,521
46522	02/07/2017	WATERSH	The Watershed Company	624.21	46,522
46523	02/07/2017	WESTERNE	Western Entrance Tech LLC	1,921.73	46,523
46524	02/07/2017	ZEE	Zee Medical Service	421.44	46,524
			Check Total:	477,177.68	

Bill # 2

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 2/2/2017 - 9:26 AM

City of Sammamish Washington

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46525	02/07/2017	AGENTERP	AG Enterprise Supply Inc	28.09	46,525
46526	02/07/2017	ALDWORTH	Kurt Aldworth	257.71	46,526
46527	02/07/2017	AMERWEST	America West Environmental	840.70	46,527
46528	02/07/2017	ARTECHE	Emily Arteche	4.01	46,528
46529	02/07/2017	ASCAP	ASCAP	680.00	46,529
46530	02/07/2017	ATOMIC	Atomic Art Services, Inc	220.00	46,530
46531	02/07/2017	BADGLEY	Badgley Landscape LLC	27,556.50	46,531
46532	02/07/2017	BEADLE	Debbie Beadle	47.83	46,532
46533	02/07/2017	BELLCITY	City Of Bellevue	18,903.00	46,533
46534	02/07/2017	BLUETARP	Blue Tarp Financial	390.97	46,534
46535	02/07/2017	BOHANAN	Martin Bohanan	81.74	46,535
46536	02/07/2017	CADMAN	Cadman, Inc.	97.03	46,536
46537	02/07/2017	CDW	CDW Govt Inc	11,440.34	46,537
46538	02/07/2017	CENTRO	Centro Business Forms Inc.	235.98	46,538
46539	02/07/2017	COMCAST2	Comcast	378.41	46,539
46540	02/07/2017	DEMARCHE	Demarche Consulting Group Inc	22,710.00	46,540
46541	02/07/2017	DILLEY	Jennifer Dilley	230.00	46,541
46542	02/07/2017	EASTFIRE	Eastside Fire & Rescue	888,597.46	46,542
46543	02/07/2017	ELECTRIC	Electric Lightwave	1,890.17	46,543
46544	02/07/2017	ELTEC	Eltec Systems LLC	2,220.54	46,544
46545	02/07/2017	ENGBUS	Engineering Business Systems Inc	1,420.22	46,545
46546	02/07/2017	ESA	ESA	3,288.65	46,546
46547	02/07/2017	ESRI	ESRI, Inc.	40,515.00	46,547
46548	02/07/2017	EVERFORD	Evergreen Ford	244.35	46,548
46549	02/07/2017	FASTENAL	Fastenal Industrial Supplies	68.54	46,549
46550	02/07/2017	FASTSIGN	Fastsigns Bellevue	209.69	46,550
46551	02/07/2017	GCH	Gail C. Harris	2,280.00	46,551
46552	02/07/2017	HERMANSO	Hermanson Co LLP	706.93	46,552
46553	02/07/2017	HOWARD	Lyman Howard	34.30	46,553
46554	02/07/2017	ISD	Issaquah School District	77,567.50	46,554
46555	02/07/2017	JACKSONJ	Janie Jackson	17.55	46,555
46556	02/07/2017	KCBLANK	King County Finance	126,261.33	46,556
46557	02/07/2017	KKMUNICI	King County Municipal Clerks' Assoc	55.00	46,557
46558	02/07/2017	L&IELEVA	Dept of Labor & Industries	161.20	46,558
46559	02/07/2017	LENISZEW	Steve Leniszewski	83.05	46,559
46560	02/07/2017	LESSCHWA	Les Schwab Tire Center	328.35	46,560
46561	02/07/2017	LWSD	Lake Washington School Dist	100,041.50	46,561
46562	02/07/2017	McKINSEY	Chris McKinsey	4,455.00	46,562
46563	02/07/2017	MINUTE	Minuteman Press	247.49	46,563
46564	02/07/2017	MORUP	Morup Signs Inc	1,605.00	46,564
46565	02/07/2017	NOVELTY	Novelty Hill Development	7,500.00	46,565
46566	02/07/2017	NUVELOCI	Nuvelocity	1,580.91	46,566
46567	02/07/2017	NWICC	NW Wa Chapter ICC	25.00	46,567
46568	02/07/2017	OER	Olympic Environmental Resource	2,555.00	46,568
46569	02/07/2017	PACAIR	Pacific Air Control, Inc	2,465.48	46,569
46570	02/07/2017	PACSOIL	Pacific Topsoils, Inc	500.00	46,570
46571	02/07/2017	PAW	Planning Assoc of WA	350.00	46,571
46572	02/07/2017	PLATT	Platt Electric Supply	25.85	46,572
46573	02/07/2017	PSCLEAN	Puget Sound Clean Air Agency	13,641.50	46,573
46574	02/07/2017	PYLE	David Pyle	16.00	46,574

Bill # 2

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46575	02/07/2017	RAINIER	Rainier Wood Recyclers Inc	56.00	46,575
46576	02/07/2017	RAIRDONS	Rairdon's Kirkland Jeep	5,923.74	46,576
46577	02/07/2017	REDMOND	City Of Redmond	5,821.59	46,577
46578	02/07/2017	RICH	Rich Landscapiing, Inc.	5,246.87	46,578
46579	02/07/2017	SEATIM	Seattle Times	4,142.13	46,579
46580	02/07/2017	SEQUOYAH	Sequoyah Electric, LLC	1,211.06	46,580
46581	02/07/2017	SESAC	SESAC	793.00	46,581
46582	02/07/2017	SUNBELT	Sunbelt Rentals	419.01	46,582
46583	02/07/2017	TAGMASTE	TagMaster North America, Inc	398.03	46,583
46584	02/07/2017	TAGS	Tags Awards & Specialties	64.06	46,584
46585	02/07/2017	TOPTOBOT	Top To Bottom Janitorial, Inc	12,936.25	46,585
46586	02/07/2017	TOSTI	James Tosti	7,500.00	46,586
46587	02/07/2017	ULINE	ULINE Shipping Supplies	2,746.12	46,587
46588	02/07/2017	VALVOLIN	WEX Bank	37.22	46,588
46589	02/07/2017	VOYAGER	Voyager	3,428.66	46,589
46590	02/07/2017	WASPC	Wa Assoc of Sheriffs & Police Chiefs	305.00	46,590
46591	02/07/2017	WATRACTO	Washington Tractor	4,154.82	46,591
46592	02/07/2017	WATSONSE	Watson Security	1,278.74	46,592
46593	02/07/2017	WAWORK	Washington Workwear Stores Inc	184.61	46,593
46594	02/07/2017	WFOA	Wa Finance Officers Assoc	50.00	46,594
46595	02/07/2017	ZUMAR	Zumar Industries, Inc.	1,814.52	46,595
			Check Total:	1,423,572.30	

Bill # 2

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 2/2/2017 - 10:02 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46596	02/07/2017	GCH	Gail C. Harris	2,040.00	46,596
46597	02/07/2017	HDSUPPLY	HD Supply Waterworks	5,462.03	46,597
			Check Total:	7,502.03	

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: 1/30/2017

Originating Department: City Manager

Clearances:

☑ Attorney	☐ Community Development	☐ Parks & Recreation
☐ Admin Services	☐ Eastside Fire and Rescue	☐ Police
☑ City Manager	☐ Finance & IT	☐ Public Works

Subject: Resolution Revising the Rules of Procedure for the Sammamish City Council

Action Required: Adopt the resolution revising Council Rules

Exhibits:

1. Resolution

Budget: N/A

Summary Statement:

This resolution will revise the Council Rules of Procedure, including the procedure for electing the Deputy Mayor as approved by Council via Resolution R2010-398.

Background:

At the 2017 Council Retreat (January 19 -20, 2017) the Council agreed to add an additional study session to be held on the 1st Monday of each month, beginning at 4:30 pm and ending at 6:30 pm. The attached resolution has been revised to reflect that change.

In 2010, the Council approved Resolution R2010-398, which provided for a one-year term for the Deputy Mayor. This language has been incorporated into the Council Rules of Procedure.

Financial Impact: N/A

Recommended Motion: Move to adopt the resolution revising the Council Rules of Procedure.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2016-668

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, REVISING THE RULES OF PROCEDURE FOR THE CITY COUNCIL

WHEREAS, Chapter 35A.11 RCW gives the City Council of each code city the power to organize and regulate its internal affairs within the provisions of Title 35A RCW; and

WHEREAS, the City Council has adopted rules and procedures to assist in the conduct of City business; and

WHEREAS, the City Council wishes to revise its current Council Rules;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Framework. The following rules shall constitute the official rules of procedure for the Sammamish City Council and all prior rules are hereby superseded:

A. All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW Chapter 42.30). All Regular Business Meetings, Special Meetings and Regular Study Sessions of the Council shall be open to the public; and

B. In all decisions arising from points of order, the Council shall be governed by Robert's Rules of Order (most current edition), a copy of which is maintained in the office of the Sammamish City Clerk.

Section 2. Meetings.

A. Regular Business Meetings Dates, Times. All regular meetings of the City Council shall be held at the times and locations specified by applicable ordinances and resolutions of the Council.

B. Meetings.

1. *Regular Business Meetings.* All regular meetings of the City Council shall be held on the First Tuesday and Third Tuesday of each month beginning at 6:30 pm.

2. *Regular Study Sessions.* ~~All r~~Regular study sessions of the City Council shall be held on the First Monday of each month beginning at 4:30 p.m. and ending at 6:30 p.m., and also on the Second Tuesday of each month

beginning at 6:30 pm. Departmental work program updates should be included on a Study Session agenda on a quarterly basis.

3. Should any meeting date occur on a legal holiday, the meeting shall be held on a day, time and place established by a majority vote of the Council. Regular Study Sessions will normally be informal meetings for the purpose of reviewing: the upcoming Regular Business Meeting preliminary agenda; forthcoming programs and future Council agenda items; progress on current programs or projects; or other information the City Manager feels is appropriate. Under special circumstances, final action may be taken at a Regular Study Session.

4. *Special Meetings.* Special Meetings may be held by the Council subject to notice requirements prescribed by State law. Special Meetings may be called by the Mayor, Deputy Mayor, or any four members of the City Council by written notice delivered to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. The notice of such Special Meetings shall state the subjects to be considered, and no subject other than those specified in the notice shall be considered.

5. *Executive Sessions*. The Council may hold Executive Sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time, a public announcement shall be made that the Session is being extended.

6. *Meeting Place*. Council Meetings will be held at Sammamish City Hall, located at 801 228th Avenue SE, Sammamish, Washington, 98075, or as otherwise directed by the Council and properly noticed.

7. *Public Notice.* The City shall comply with the provisions of RCW 35A.12.160.

8. *Adjournment.* Council Meetings shall adjourn no later than 10:00 pm. The adjournment time established thereunder may be extended to a later time certain upon approval of a motion by a majority of the Council. Any Councilmember may call for a "Point of Order" at 9:30 p.m. to review agenda priorities.

C. Attendance, Excused Absences. Members of the Council may be excused from attending a City Council meeting by contacting the Mayor prior to the meeting and stating the reason for his or her inability to attend. If the member is unable to contact the Mayor, the member shall contact the City Manager or City Clerk, who

shall convey the message to the Mayor. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. This motion shall be non-debatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the City Clerk will make an appropriate notation in the minutes. Councilmembers who do not follow the above process will be considered unexcused and it shall be so noted in the minutes. As set forth in RCW 35A.13.020 and RCW 35A.12.060, a council position shall become vacant if a Councilmember fails to attend three consecutive regular meetings of the City Council without being excused by the City Council.

D. General Decorum.

1. While the Council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disrupt any member while speaking, nor refuse to obey the orders of the Council or the Mayor, except as otherwise provided in these Rules.

2. Any person making disruptive, impertinent, or slanderous remarks or who becomes boisterous while addressing the Council shall be asked to leave by the Presiding Officer and barred from further audience participation before the Council for that meeting.

E. Quorum. At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time and may compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance.

F. Voting. The votes during all Council Meetings shall be conducted as follows:

1. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a random roll call vote shall be taken by the City Clerk or the Presiding Officer may call for a show of hands. In order to maintain an accurate record of all votes of the City Council, the City Clerk shall record by name in the meeting minutes any Councilmember who casts a vote against a motion or other matter.

2. The passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the council.

3. In case of a tie vote on any motion, the motion shall be considered lost.

4. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or other disqualifying matter under State law is

present. Unless a member of the Council states that he or she is abstaining for the above reasons, his or her silence shall be recorded as an affirmative vote.

Section 3. Order of Business.

A. Agenda and Council Packet Preparation.

1. The City Clerk, under direction of the City Manager, will prepare a preliminary agenda for each Council Meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The preliminary agenda is subject to review by the Presiding Officer.

2. An item for a Regular Business Council Meeting may be placed on the preliminary agenda by a majority vote or consensus of the Council, by the Mayor or Deputy Mayor in the absence of the Mayor, by the City Manager, or by any three Councilmembers who so advise the Mayor and City Manager no later than close of business on the Wednesday preceding such Regular Business Council Meeting.

3. An item may be placed on the preliminary agenda for a Regular Business Council Meeting after the preliminary agenda is finalized only if a Councilmember or the City Manager explains the necessity for placing the item on the agenda and receives a majority vote of the Council to do so.

4. Legally required advertised public hearings will have a higher priority over other agenda items scheduled for convenience rather than for statutory or other reasons.

5. Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.

6. It is the intent of the City Council that council procedures be periodically reviewed as needed.

B. Consent Calendar.

1. The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council, by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely.

2. The motion to adopt the Consent Calendar shall be non-debatable and have

the effect of moving to adopt all items on the Consent Calendar. Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for deliberation at the current or future Council Meeting.

C. Public Comment and Testimony.

The Council will take public comment or testimony at the Regular Business Meeting only during a Public Hearing or during the Public Comment period for no more than three minutes, or no more than five minutes when presenting the official position of a recognized organization. The Presiding Officer shall retain the discretion to implement measures designed to accommodate all who wish to address the City Council, while also ensuring that sufficient meeting time remains for the City Council to complete all of the public's other business included on the meeting agenda. Depending on the circumstances, such measures may include but are not necessarily limited to amending the amount of time available to speakers (e.g., not more than two minutes), recessing a Public Hearing or Public Comment period to later on that meeting's agenda, and similar measures designed to ensure an appropriate balance between the public's right to be heard on a particular matter and the Council's obligation to complete all of the public's other business included on a meeting agenda.

If a person appearing before the Council has more than one matter to bring up before the Council, that person, after speaking on one matter, will be given an opportunity to bring up other matters after other speakers have been given the opportunity to address the City Council. The Presiding Officer may ask the rest of the Councilmembers if they have any questions before being excused. After a citizen (or group of citizens) has made public comment, the Presiding Officer will respond to the citizen or group with one of the following actions:

1. The commentator will be thanked for his/her input if it is a comment only;

2. Staff will be directed to follow up if an administrative answer or problem resolution is required;

3. The commentator will be requested to provide more information in writing to the City Clerk if further information is needed to clarify or formalize a request. This information will be distributed to the Council before the next Regular Business Meeting or Regular Study Session;

4. The item will be referred by the Presiding Officer to the City Manager for scheduling on a future Regular Study Session Agenda or a Regular Business Meeting Agenda; or

5. The item will be placed on that night's agenda if it is an emergency or is driven by an imminent due date.

The decision as to which alternative to use will be at the discretion of the Presiding Officer. The Presiding Officer will verbalize a reason for his/her choice. After the Presiding Officer's decision, any Councilmember may make a motion to select one of the other alternatives. If the motion is seconded, it will be discussed and voted upon. Should the motion fail, the Presiding Officer may use the previously chosen alternative or may select a different one, again providing a verbal reason. [MK1]

6. Identification of Speakers. Persons testifying shall identify themselves for the record as to name, address and organization.

7. Instructions for Speakers. An instruction notice for speakers will be available at the meeting. Speakers will be advised by the Presiding Officer that their testimony is being recorded.

D. Rules for Public Testimony during Public Hearings.

The following rules shall be observed during any Public Hearing:

1. Individuals will be allowed three minutes to speak, or five minutes when presenting the official position of a recognized organization, and each organization shall have only one five-minute presentation. If a speaker purports to speak for an organization, club or other so as to lead the Council to believe that a number of persons support a position, then such person shall state how that position was developed by the group.

2. The City Clerk shall be the timekeeper.

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Section 4. Duties and Responsibilities for Councilmembers.

A. Councilmember Job Description.

The principal job of a City Councilmember is to make policy. Policy making often takes the form of passing ordinances or resolutions. Councilmembers should base their policy making decisions on many factors after considering input from many sources, including the city staff, citizen's groups, advisory commissions and others. It is the councilmember's responsibility to consider the merits of each idea and then approve, modify, or reject it. Councilmembers should also consider community needs and available resources when making their decisions. It is the job of the City Manager and staff to implement the policies set by the City Council.

B. Public Statements.

Any member of the Council has a right to express personal views and opinions. However, statements representing the views or decisions of the Council must be authorized by a majority or consensus of the Council. Minority views or positions may be conveyed as well.

C. Ethics Laws.

State law provides a specific code of ethics for city officials. RCW 42.23.070 prohibits a municipal official from:

1. Using his position to secure special privileges or exemptions for himself or others.

2. Directly or indirectly, giving or receiving any compensation, gift, gratuity, or reward from any sources, except the employing city, for a matter related to the official's services.

3. Accepting employment or engaging in business that the officer might reasonably expect would require him to disclose confidential information acquired by reason of his position.

4. Disclosing confidential information gained by reason of the officer's position, or use of such information for personal gain.

D. Information Sharing.

It is in the public interest that, to the greatest extent possible, all members of the City Council have an opportunity to be aware of and act upon the information that is available to other members.

The City Council places a high value on conducting the public's business in an open and transparent manner. While Councilmembers are not expected to place on the record all contacts with City residents and other stakeholders on every matter, Councilmembers should place on the record all contacts with City residents and other stakeholders on matters about which a Councilmember reasonably believes the other Councilmembers should be apprised. Examples of such matters would include but not be limited to contacts with opposing parties in litigation involving the City, vendors seeking contracts with the City, and matters of similar sensitivity.

E. Confidentiality and Executive Sessions.

Councilmembers must keep confidential all written materials and verbal information provided to them during Executive Sessions to ensure that the City's

position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure under the Revised Code of Washington.

F. Election of Mayor/Mayor Pro Tem.

1. Swearing in of New Councilmembers. New Councilmembers shall be sworn in by a member of the judiciary or by the City Clerk.

2. Pursuant to RCW 35A.13.030, biennially, at the first meeting of the new council, the council shall choose a chair from among their number. The chair of the council shall have the title of mayor and shall preside at meetings of the council. In addition to the powers conferred upon him or her as mayor, he or she shall continue to have all the rights, privileges, and immunities of a member of the council. The mayor shall be recognized as the head of the city for ceremonial purposes. He or she shall have no regular administrative duties. Pursuant to Resolution 2010-398, the council shall select the deputy mayor on an annual basis, using the procedures of this section.

3. The motion to elect the Mayor will be placed on the agenda of the first regular meeting and the election will occur at said meeting.

4. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Nominations do not require a second vote. The Chair will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Chair will ask again for further nominations and if there are none, the Chair will declare the nominations closed. A motion to close the nominations is not necessary. After nominations have been closed, voting for Mayor shall take place in the order nominations were made. Councilmembers will be asked for a voice vote and a raise of hands. As soon as one of the nominees receives a majority vote (four votes), then the Chair will declare him/her elected. No votes will be taken on the remaining nominees. If none of the nominees receives a majority vote, the Chair will call for nominations again and repeat the process until a single candidate receives a majority vote before the Office of Deputy Mayor is opened for nominations. A tie vote results in a failed nomination.

5. In the temporary absence of the mayor, the deputy mayor shall perform the duties and responsibilities of the mayor with regard to the conduct of meetings and emergency business. In the event that the mayor is unable to serve the remainder of his or her term, a new mayor shall be elected at the

first regular meeting following the conclusion of the mayor's term. In the event the deputy mayor is unable to serve the remainder of his or her term, a new deputy mayor shall be elected at the first regular meeting following the conclusion of the deputy mayor's term.

6. A super majority vote (5 councilmembers) shall be required to approve a motion to remove the Mayor or Deputy Mayor from office for serious cause.

G. Duties of Mayor and Deputy Mayor.

1. Presiding Officers. The Mayor, or in his or her absence, the Deputy Mayor, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Deputy Mayor, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.

2. Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:

   A. Call the meeting to order;

   B. Keep the meeting to its order of business;

   C. Control discussion in an orderly manner;

   D. Give every Councilmember who wishes an opportunity to speak when recognized by the chair;

   E. Permit audience participation at the appropriate times;

   F. Require all speakers to speak to the question and to observe the rules of order;

   G. State each motion before it is discussed and before it is voted upon; and

   H. Put motions to a vote and announce the outcome.

3. Presiding Officer, Questions of Order. The Presiding Officer shall decide all questions of order, subject to the right of appeal to the Council by any member.

4. Presiding Officer, Participation. The Presiding Officer may at his or her discretion call the Deputy Mayor or any member to take the chair.

5. Request for Written Motions. Motions shall be reduced to writing when requested by the Presiding Officer of the Council or any member of the Council. All resolutions and ordinances shall be in writing.

Section 5. Advisory Committees and Staff.

A. Appointment to Advisory Bodies.

1. Vacancies may be advertised so that any interested citizen may submit an application. Applicants are urged to be citizens of the City of Sammamish, but applications from residents living outside of the corporate boundaries may be considered if authorized by the resolution or ordinance establishing the advisory body.

2. Appointments to advisory bodies will be made by the City Council during a regularly scheduled meeting.

3. Newly appointed advisory body members will receive a briefing by the commission, committee, or task force chairperson and/or City staff regarding duties and responsibilities of members of the advisory body.

4. Appointees to advisory bodies may be removed prior to the expiration of their term of office by a majority vote of the City Council.

B. Key Staff Duties.

Any City employee shall attend a City Council meeting when requested by the City Manager for clarification or explanation of agenda items.

Section 6. Council Committees/Appointments.

A. Council committees are policy review and discussion arms of the City Council. Committees may study issues and develop recommendations for consideration by the City Council. Committees may not take binding action on behalf of the City.

B. Council committee structure shall be as determined by the city council and may include:

1. Council Committees – Standing Committees established for special purposes, tasks or time frames (three or fewer Councilmembers);

2. Subcommittees of the City Council – Ad hoc and informal working or study group (three or fewer Councilmembers); and

3. Councilmember Appointments – To task teams or City Advisory Boards, commissions and committees (three or fewer Councilmembers).

D. The Chair of any Council Committee or Subcommittee, and the City's representative to any external Board or Commission (e.g., Eastside Transportation

Partnership), shall provide a written report to the City Council within a reasonable time after each meeting of a Committee, Subcommittee, or other External Body.

Section 7. Effect/Waiver of Rules. These rules of procedure are adopted for the sole benefit of the members of the City Council to assist in the orderly conduct of Council business. These rules of procedure do not grant rights or privileges to members of the public or third parties. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive any of the provisions herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, AT A REGULAR MEETING THEREOF THIS _____16th DAY OF FEBRUARY, 2016 7.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk: January 30, 2017
Passed by the City Council:
Resolution No.:

Exhibit 1

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: 1/30/2017

Originating Department: Public Works

Clearances:

- ☑ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☐ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☑ Public Works

Subject: Private Property Storm and Surface Water Management Responsibilities

Action Required: First Reading of the ordinance

Exhibits:

1. Draft Ordinance
2. Draft SMC 13.20.090 and SMC 13.20.100 Amended
3. Resolution R2016-700 Shared Public/Private Property Storm and Surface Water Management Responsibilities

Budget: Storm Water Capital and Maintenance Funds (408, 438)

Summary Statement:

The City Council directed staff to develop a policy clarifying the conditions under which the City would consider making public investments in privately owned storm water systems last fall. Staff worked with the Finance Committee to review the proposal. Based on the committee's input and direction, staff presented the draft policy to the City Council for discussion and review on September 20, 2016 and October 4, 2016. The City Council adopted Resolution R2016-700 on October 18, 2016 and requested that the appropriate municipal codes reflect the intent described in the resolution.

Background:

There are a number of privately owned storm water facilities and systems in Sammamish. Most were installed under King County's standards and jurisdiction prior to when the City incorporated. One well known example is the Tamarack neighborhood, located just north of Louis Thompson Road. Several Tamarack homeowners approached the City to fund an improvement of their privately owned storm water system which consists of ditches, culverts and overland flow. The road is not constructed to current standards either. The homeowners want the City to construct a formal drainage system by collecting and conveying the storm water from their neighborhood down to East Lake Sammamish Parkway.

The City did not have a policy or code that provided clear guidance in determining whether to make public investments on a private system such as those that the Tamarack neighbors requested. The City

Council passed Resolution R2016-700 which was intended to provide policy guidance regarding public investments in private storm water systems. It is also intended to give flexibility to the Council on a case-by-case basis to take on some or all ownership responsibilities for privately-owned stormwater systems if certain conditions are met.

The City Council also directed staff to codify the policies created in the resolution. Staff therefore recommends amending Sammamish Municipal Code (SMC) 13.20.090 Drainage facilities accepted by Sammamish for maintenance (Amended), and SMC 13.20.010 Drainage facilities not accepted by Sammamish for maintenance (Amended).

Financial Impact:
Adoption of the policy does not in and of itself impact the budget. However, it may provide the opportunity for the City to invest in private stormwater improvement projects. Funding for any potential projects allowed under the new policy would be considered by separate action of the City Council.

Recommended Motion:
Conduct first reading of the draft SMC 13.20.090 and SMC 13.20.100 code amendments on February 7, 2017 and adopt the final ordinance on February 21, 2017.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2017-_____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, RELATING TO MAINTENANCE BY THE CITY OF DRAINAGE FACILITIES, AND SPECIFICALLY AMENDING SMC SECTIONS 13.20.090 AND 13.20.100; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Sammamish Municipal Code (SMC) Sections 13.20.090 and 13.20.100 relate to the maintenance of drainage facilities by the City; and

WHEREAS, the City Council desires to amend SMC Sections 13.20.090 and 13.20.100 to provide that, in circumstances where a clear public benefit exists for the City to provide resources or otherwise participate in the acquisition and maintenance of a private storm or surface water system component, the City should quantify that public benefit in relationship to the cost of any such acquisition;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. SMC 13.20.090 (Drainage facilities accepted by Sammamish for maintenance), Amended and SMC 13.20.100 (Drainage facilities not accepted by Sammamish for maintenance), Amended. Sammamish Municipal Code Section 13.20.090 (Drainage facilities accepted by Sammamish for maintenance) and Sammamish Municipal Code Section 13.20.100 (Drainage facilities not accepted by Sammamish for maintenance) are hereby amended per Attachment A.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2017.

Exhibit 1

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk:	January 31, 2017
First Reading:	February 7,
Passed by the City Council:	
Date of Publication:	
Effective Date:	

13.20.090 Drainage facilities accepted by Sammamish for maintenance.

(1) The City is responsible for the maintenance, including performance and operation, of drainage facilities which have formally been accepted for maintenance by the director.

(2) The City may assume maintenance of privately maintained drainage facilities only if (i) the City first determines that a clear public benefit will result, greater in scope than the public cost, from the use of public resources to participate wholly or partially in the maintenance of a private storm or surface water drainage system component, and (ii) all of the following conditions have been met:

(a) All necessary easements or dedications entitling the City to properly maintain the drainage facility have been conveyed to the City;

(b) The director has determined that the facility is in the dedicated public road right-of-way or that maintenance of the facility will contribute to protecting or improving the health, safety and welfare of the community based upon review of the existence of or potential for:

(i) Flooding,

(ii) Downstream erosion,

(iii) Property damage due to improper function of the facility,

(iv) Safety hazard associated with the facility,

(v) Degradation of water quality or in-stream resources, or

(vi) Degradation to the general welfare of the community; and

(c) The director has declared in writing acceptance of maintenance responsibility by the City. Copies of this document will be kept on file in the department of public works.

(3) The director may terminate the department's assumption of maintenance responsibilities in writing after determining that continued maintenance will not significantly contribute to protecting or improving the health, safety and welfare of the community based upon review of the existence of or potential for:

(a) Flooding;

(b) Downstream erosion;

(c) Property damage due to improper function of the facility;

(d) Safety hazard associated with the facility;

(e) Degradation of water quality or in-stream resources; or

(f) Degradation to the general welfare of the community.

Copies of this document will be kept on file in the department of public works.

(4) A drainage facility which does not meet the criteria of this section shall remain the responsibility of the applicant required to construct the facility and persons holding title to the property for which the facility was required.

13.20.100 Drainage facilities not accepted by Sammamish for maintenance.

(1) The person or persons holding title to the property and the applicant required to construct a drainage facility shall remain responsible for the facility's continual performance, operation and maintenance in accordance with the standards and requirements of the department and remain responsible for any liability as a result of these duties. This responsibility includes maintenance of a drainage facility which is:

(a) Under a maintenance guarantee or defect guarantee;

(b) A private road conveyance system;

(c) Released from all required financial guarantees prior to July 7, 1980;

(d) Located within and serving only one single-family residential lot;

(e) Located within and serving a multifamily or commercial site unless the facility is part of an approved shared facility plan;

(f) Located within or associated with a short subdivision or subdivision which handles runoff from an area of which less than two-thirds is designated for detached or townhouse dwelling units located on individual lots unless the facility is part of an approved shared facility plan;

(g) Previously terminated for assumption of maintenance responsibilities by the department in accordance with this chapter; or

(h) Not otherwise accepted by the City for maintenance.

(2) Prior to the issuance of any of the permits for any multifamily or commercial project required to have a flow control or water quality treatment facility, the applicant shall record a declaration of covenant as specified in the Surface Water Design Manual. The restrictions set forth in such covenant shall include, but not be limited to, provisions for notice to the persons holding title to the property of a City determination that maintenance and/or repairs are necessary to the facility and a reasonable time limit in which such work is to be completed.

(a) In the event that the titleholders do not effect such maintenance and/or repairs, the City may perform such work upon due notice. The titleholders are required to reimburse the City for any such work. The restrictions set forth in such covenant shall be included in any instrument of conveyance of the subject property and shall be recorded with the records and licensing services division of King County.

(b) The City may enforce the restrictions set forth in the declaration of covenant provided in the Surface Water Design Manual.

(3) Prior to the issuance of any of the permits and/or approvals for the project or the release of financial guarantees posted to guarantee satisfactory completion, the person or persons holding

title to the subject property for which a drainage facility was required shall pay a fee established by the director as set forth in the City resolution to reasonably compensate the City for costs relating to inspection of the facility to ensure that it has been constructed according to plan and applicable specifications and standards.

(4) The duties specified in this section with regard to payment of inspection fees and reimbursement of maintenance costs shall be enforced against the person or persons holding title to the property for which the drainage facility was required.

(5) Where not specifically defined in this section, the responsibility for performance, operation and maintenance of drainage facilities and conveyance systems, both natural and constructed, shall be determined on a case-by-case basis. In any such case-by-case analyses, the City shall only be responsible for the performance, operation and maintenance of drainage facilities and conveyance systems if a determination is first made pursuant to the criteria set forth in SMC 13.20.090(2) as now in effect or as may be subsequently amended. ~~(Ord. O2011-304 § 1 (Att. A))~~

Exhibit 3

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2016-700

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ESTABLISHING CITY COUNCIL DIRECTION FOR DETERMINING SHARED PUBLIC/PRIVATE PROPERTY STORM AND SURFACE WATER MANAGEMENT RESPONSIBILITIES

WHEREAS, there is an existing network of formal and informal storm and surface water systems within the City of Sammamish; and

WHEREAS, said storm and surface water systems are located both in the public rights of way and on private property; and

WHEREAS, ownership of the storm and surface water assets depend in part on whether they are located on public or private property; and

WHEREAS, determining ownership responsibilities for storm and surface water management can be difficult since storm water runoff often flows through contiguous public and privately owned systems; and

WHEREAS, the City has set forth the conditions under which it will accept drainage facilities for maintenance under Sammamish Municipal Code 13.20.090; and

WHEREAS, City has set forth the conditions under which it will not accept drainage facilities for maintenance under Sammamish Municipal Code 13.20.100; and

WHEREAS, the City does not have a policy that guides decisions with respect to public investments in private storm and surface water systems; and

WHEREAS, the City Council desires to establish a means for determining the circumstances under which the City may participate in ownership and maintenance responsibilities for a privately owned storm and surface water system in partnership with benefitting property owners;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. City Council Policy Direction. The City Council establishes the following policy in order to guide City Staff in determining whether the City should accept some or all responsibilities for owning, upgrading, operating or maintaining a privately owned storm or surface water system:

The City of Sammamish normally owns and maintains all components of the storm and surface water system located in city-owned rights-of-way and in easements or tracts dedicated to, and accepted by, the City. The City should not acquire, construct or accept additional new or existing storm or surface water system components outside the City-owned right-of-way (through easements, ownership, or other property rights) except when needed for City construction projects, or when all of the following conditions are met:

1. A clear public benefit exists or can be identified, which benefit exceeds the cost to the City;
2. Easement or property for construction, maintenance and operations of the facility is offered by the property owner(s) at no cost to the City;
3. The system meets current City standards or is brought up to current City standards by the owner(s); provided, that the City may choose to provide resources or otherwise to participate in order to accomplish this condition as further detailed below;
4. The City has adequate resources to maintain and operate the system; and
5. If the system component is a detention system, the detention system serves a residential subdivision or short subdivision (rather than a commercial or institutional property).

Section 2. City Council Findings in Support of Policy Direction.

Surface water, which includes surface, storm and ground water for purposes of this City Council direction, impacts properties regardless of land use or ownership. Generally, the City is responsible for managing surface water in public rights-of-way, publicly owned properties, and dedicated easements or other property rights on private property that have been formally accepted by the City for the purpose of managing surface water. Generally, private property owners are responsible for managing surface water on their property. Private drainage conveyance and detention systems are assets for which the City does not have a property interest or responsibility to upgrade, replace, maintain or operate.

All detention systems must be maintained to ensure they function as designed for flow control. Detention system maintenance also benefits water quality when trapped pollutants are removed from the system rather than being flushed downstream during a major storm. The City maintains its facilities through ownership and allocation of maintenance resources. The functionality of private detention facilities is sought through the City's private drainage inspection program. Where practical, and when in the public interest, multi-purpose and regional detention facilities should be encouraged.

The City's historical policy has been to acquire control of system components from newly completed developments or through an approved City capital project. An aggressive program to acquire additional components of the stormwater system (conveyance or detention) is not recommended because:

- Owning and maintaining the stormwater system would not necessarily address the City's water quality and flood control responsibilities because pollutants and runoff originate throughout each drainage basin. Also, most of the primary conveyance systems are streams (riparian corridors), and streams are regulated through local and state laws.

- Acquiring all conveyance systems and bringing them up to standard would be high in capital cost and would also result in increased operation and maintenance costs.
- Assuming substandard systems could increase City liability.
- Continuing to work with property owners to ensure maintenance of privately owned detention systems is an objective of the City's stormwater maintenance and inspection program.
- Assuming ownership of private systems is not necessarily equitable to ratepayers.

If the City considers the acquisition, construction or acceptance of additional new or existing private storm or surface water system components, it should carefully weigh the environmental, capital, operations, maintenance and replacement/rehabilitation costs against the benefits such system would provide to the general public or in reducing the costs for the City to meet its NPDES permit conditions and other regulatory requirements, meet the goals in any City-adopted Plan, or to reduce/mitigate risks of damage to public roads or infrastructure. The City should consider proportionately sharing the capital and ongoing maintenance and operational costs with the benefitting private property owners if the aforementioned benefits, from the City's perspective, outweigh the costs for the City to take on all responsibilities. In all cases, the City should be able to identify a public benefit that would accrue as a result of the acquisition of a private storm or surface water system component, and to quantify that public benefit in relationship to the cost of any such acquisition.

The City responds to private property drainage questions, complaints, and issues and attempts to provide a consistent response to private property owners. City staff reviews existing surface water information on and around the property including historical complaints, GIS information, and plat or construction documents. Staff will look to see if publicly maintained facilities are involved or easements present. Site visits may be conducted to meet with the property owner to assess adjacent ROW conditions to determine if public infrastructure or ROW is associated with the private property issue. If the ROW is associated with a private property surface water issue, staff will assess the situation on a case-by-case to determine a course of action.

Sometimes a property owner will want City Staff to assist them with assessing their problem. Staff may provide general assessments (e.g., determining that groundwater seeps are impacting the property or educating the property owner about the local drainage in the neighborhood and how it is potentially affecting their issue). Staff may walk the site with the owner to inspect drainage structures, look for maintenance issues, or look at downspouts to see where they discharge.

After assessing an issue, property owners will often ask Staff to provide a solution to their problem or recommend a course of action. Staff will not direct or recommend any particular action to be taken on private property, and will always advise the owner to consult a private professional if they are not comfortable managing the issues themselves. Staff may also direct property owners to publicly available resources, such as the City's adopted Surface Water Design Manual. Property owners often ask Staff to recommend a contractor to design or conduct work. The City does not provide recommendations to private property owners for any particular company or individual for surface water management services. In short, Staff will provide general

technical assistance to property owners, but it is the responsibility of the private property owner to decide on a course of action, if needed, to address their private drainage issue.

When a private property owner has an issue or dispute arising from a neighboring private property and they want the City to address the issue with the neighboring property or properties and none of which are publicly owned, the City will generally advise the complainant to consult a legal and/or technical professional for assistance. The City may become involved under City code to enforce surface water issues on private property when it involves water quality and critical area (e.g., streams) violations. Otherwise, surface water is considered a "common enemy" to all property owners and some situations may need to be addressed by a court on a case-by-case basis to decide a course of action.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

PASSED BY THE CITY COUNCIL AT THEIR REGULAR MEETING THEREOF ON THE 18th DAY OF OCTOBER, 2016.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: October 13, 2016
Passed by the Council: October 18, 2016
Resolution No: R2016-700

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: February 1, 2017

Originating Department: Community Development

Clearances:

☑ Attorney	☑ Community Development	☐ Parks & Recreation
☐ Admin Services	☐ Eastside Fire and Rescue	☐ Police
☑ City Manager	☑ Finance & IT	☑ Public Works

Subject: A Resolution approving the 50-lot Final Plat for Canterbury Park formerly known as the Mystic Lake Phase 2 subdivision

Action Required: Approve Resolution

Exhibits:
1. Resolution
2. King County Hearing Examiner Decision
3. Mitigation and Settlement Agreement
4. Compliance Matrix
5. Map of Final Plat
6. Vicinity Map

Budget: N/A

Summary Statement: The developer of the Canterbury Park Phase 2 (formerly known as Mystic Lake Phase 2) subdivision is seeking to record for Final Plat, which will create 50 single family lots from one existing parcel equaling 8.39 acres zoned residential, 4 units per acre (R-4).

Background: The Canterbury Park Phase 2 subdivision is located wholly within the Mystic Lake Annexation area and was incorporated into the City of Sammamish on March 23, 2016 through the Mystic Lake Annexation. The preliminary plat was processed by King County upon receipt of a complete application for subdivision in June of 2012, and approved by the King County Hearing Examiner on November 22, 2013. Prior to subdivision, the property included 3 single family residences. The King County Hearing Examiner Report and Decision is included as **Exhibit 2**. The preliminary plat was designed and approved to be constructed in two phases, creating a total of 115 lots where Phase 1 included 65 lots and Phase 2 included 50 lots.

Following King County Hearing Examiner approval, project construction began through issuance of construction permits from King County. The first phase of the project was constructed, inspected, and Final Plat recorded through King County before the effective date of the City annexation of Mystic Lake. Construction of the second phase of the project was initiated through construction permit issued under King County, although work was only partially complete upon annexation by the City. All active permits

related to the second phase were transferred to the City upon annexation and from that point forward the City has been responsible for permit administration and inspection. Construction is now complete and the applicant has applied for Final Plat approval with the City, such that the Canterbury Park Phase 2 Final Plat may be recorded.

The property consists of 1 lot and is located on the north side of Northeast 14th Street, Sammamish, WA; described as King County Assessor's parcel 1330630720.

Project SEPA review was conducted by King County with review of the application for subdivision. During the SEPA review process, in response to concerns raised by the City, the City and the developer entered into a Mitigation and Settlement Agreement on July 18 of 2013, addressing payment of impact fees and provision for additional amenities for the Canterbury Park project, in addition to other projects in the 244th Avenue annexation areas. The Mitigation and Settlement Agreement is attached as **Exhibit 3.** SEPA Determination of Non-significance (DNS) was issued for the proposal on September 30, 2013, which provided a 21-day appeal period. There was an appeal of the DNS filed. The King County Hearing Examiner heard the SEPA appeal in conjunction with conducting the public hearing for the subdivision approval. The Hearing Examiner denied the SEPA appeal and approved the preliminary plat with conditions.

Tree Retention:
The Canterbury Park Phase 2 (FKA Mystic Lake) subdivision application is vested and subject to King County's tree retention requirements in effect on June 14, 2012. Review of project compliance with County tree retention requirements was completed by King County through review and approval of project construction permits prior to the City's annexation of the property. Annexation of the project site occurred after site clearing. Following annexation and clearing City site inspectors have been engaged in site construction inspections, although no trees have been retained within the development area. Tree retention was accounted for within the large critical areas tracts on the north side of the property that were dedicated with the first phase of the subdivision and recorded through the Phase I Final Plat under King County before City annexation.

Site Improvements Installation:
Required street and drainage site improvements are complete and have been inspected and accepted by the City of Sammamish. The applicant posted a Public Roads and Drainage Facilities (Two Year) Maintenance and Defect Agreement with financial security devices in the form of a surety bond on December 9, 2016, in the amount of $397,245.70 and a cash deposit on December 9, 2016 in the amount of $10,000.

Street Tree Installation:
Required street trees have been installed and have been inspected and accepted by the City of Sammamish. The applicant posted a Street Trees (Two Year) Maintenance and Defect Agreement with financial security device in the form of surety bond on December 9, 2016, in the amount of $8,039.70.

Landscaping and Recreation Improvements Installation:
Required landscaping and recreation improvements have been installed and have been inspected and accepted by the City of Sammamish. The applicant posted a Landscaping, Recreation, and Associated Improvements (Two Year) Maintenance and Defect Agreement with financial security device in the form of a surety bond on December 9, 2016, in the amount of $23,047.50.

Critical Areas Restoration and Mitigation:
All required critical areas restoration and mitigation was reviewed, approved, and completed with the first phase of the project under King County. The restoration and mitigation work was installed, inspected, and is now under a five-year maintenance and monitoring plan supported by a financial security device that has been transferred to the City for implementation following annexation. There is no proposed or required critical areas restoration or maintenance included in this second phase of the project. This Final Plat does include one Critical Area Tract (Tract L). A protective fence and signage was required along the edge of Tract L and has been installed and inspected. Maintenance of this fence and associated signage is covered under the Landscape and Recreation maintenance and defect financial security device(s).

Transportation Mitigation Fees:
The applicant paid 30% percent of the traffic mitigation impact fee, in conformance with the Mitigation and Settlement Agreement (**Exhibit 3)**, in the amount of $142,500.00 on October 12, 2016. The balance of the street mitigation impact fee will be paid at the time of building permit issuance on a per lot basis.

School Mitigation Fees paid to the City of Sammamish:
The applicant paid 50% percent of the applicable Lake Washington School District impact fees in the amount of $233,160.00 on October 12, 2016. The balance of the school mitigation impact fee will be paid at the time of building permit issuance on a per lot basis for 48 of the 50 new lots with credit given for 2 demolished residences.

Park Impact Fees:
Park Impact fees, as described in the Mitigation and Settlement Agreement (**Exhibit 3**), will be paid at the time of building permit issuance on a per lot basis.

The applicant has demonstrated to the City of Sammamish that all of the Preliminary Plat approval conditions for the Canterbury Park (FKA Mystic Lake) Phase 2 subdivision have been met.

Financial Impact: N/A

Recommended Motion: Approve the Resolution for the 50-lot Canterbury Park (FKA Mystic Lake) Phase 2 subdivision authorizing the Mayor to sign the Final Plat.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2017-

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING FINAL PLAT APPROVAL OF THE CANTERBURY PARK fka MYSTIC LAKE PHASE 2 SUBDIVISION

WHEREAS, the City Council has received a recommendation of approval for the final plat of Canterbury Park (formerly known as Mystic Lake) Phase 2 subdivision; and

WHEREAS, the City Council has reviewed the proposed final plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the 50-lot plat of the Canterbury Park fka Mystic Lake Phase 2 Subdivision;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.
The City Council hereby adopts the findings and conclusions included in the King County Hearing Examiner's decision of November 22, 2013, for the preliminary plat approval of the Mystic Lake Subdivision L12P0003.

Section 2. Grant of Approval. The City Council hereby grants final approval to the plat of the Canterbury Park fka Mystic Lake Phase 2 Subdivision (50-lots).

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF FEBRUARY 2017.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael Kenyon, City Attorney

Filed with the City Clerk: January 31, 2017
Passed by the City Council:
Resolution No.: R2017-

Exhibit 2

November 22, 2013

OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON
King County Courthouse, Room 1200
516 Third Avenue
Telephone (206) 477-0860
Facsimile (206) 296-0198
hearingexaminer@kingcounty.gov

REPORT AND DECISION

SUBJECT: Department of Permitting and Environmental Review file no. **L12P0003**
Proposed ordinance no. **2013-0441**

MYSTIC LAKE
Preliminary Plat Application
SEPA Appeal

Location: 24200 NE 14th Street, Sammamish

Applicant: **CamWest Development/Toll WA**
9720 NE 120th Place Suite 100
Kirkland, WA 98034
Telephone: (425) 825-1955

Appellant: Northeast 14th Street Association
represented by **William Hammond**
24017 NE 14th Street
Sammamish, WA 98074

King County: Department of Permitting and Environmental Review
represented by **Kimberly Claussen**
35030 SE Douglas Street Suite 210
Snoqualmie, WA 98065
Telephone: (206) 477-0329
Email: kimberly.claussen@kingcounty.gov

SUMMARY OF RECOMMENDATIONS/DECISION:

Department's Preliminary Recommendation: Deny SEPA appeal; approve plat with conditions
Department's Final Recommendation: Deny SEPA appeal; approve plat with conditions
Examiner's Decision: Deny SEPA appeal; approve plat with additional conditions

EXAMINER PROCEEDINGS:

Hearing Opened:	November 7, 2013
Hearing Closed:	November 12, 2013

Participants at the public hearing and the exhibits offered and entered are listed in the attached minutes. A verbatim recording of the hearing is available in the Hearing Examiner's Office.

FINDINGS, CONCLUSIONS, AND DECISION: Having reviewed the record in this matter, the Examiner now makes and enters the following:

FINDINGS:

1. General Information:

Owner/Developer:	CamWest/Toll WA LP Attn. Aaron Hollingbery and Andrew Miller 9720 NE 120th Place, Suite 100 Kirkland WA 98034 (425) 825-1955
Engineer:	CORE Design 14711 NE 29th Place #101 Bellevue, WA 98007 425-885-7877
STR:	SE 27-25-06
Location:	The site is located on the north side of NE 14th Street, west of 244th Avenue NE, Sammamish Tax parcel 2725069022
Zoning:	R-4
Acreage:	45.3 acres
Number of Lots:	115
Density:	Approximately 2.5 units per acre
Lot Size:	Average lot size is approximately 4,163 square feet
Proposed Use:	Single Family Detached Dwellings
Sewage Disposal:	Sammamish Plateau Water & Sewer District
Water Supply:	Sammamish Plateau Water & Sewer District
Fire District:	Eastside Fire and Rescue
School District:	Lake Washington School District #414
Complete Application Date:	June 14, 2012 (date filed), June 18, 2012 (complete)

2. Except as modified herein, the facts set forth in the Department of Permitting and Environmental Review (DPER) reports to the Examiner and the DPER and King County

Department of Transportation (KCDOT) testimony are found to be correct and are incorporated herein by reference.

3. CamWest has applied to subdivide 45.3 acres into 115 single family detached dwelling lots, along with tracts for drainage, recreation, and critical areas. As part of DPER's review, it issued a determination of non-significance under the State Environmental Policy Act (SEPA); neighbor William Hammond timely appealed that determination on traffic-related grounds. We thus proceed under our responsibility to review both subdivision applications and SEPA appeals.[1]

4. For subdivision review, CamWest has the burden of showing that its project would make "appropriate provisions" for, among other items, roads.[2] For SEPA, the County has the burden to show that it made its threshold SEPA determination "based upon information reasonably sufficient to evaluate the environmental impacts."[3] If so, Mr. Hammond has the burden of showing that DPER's SEPA determination was erroneous, overcoming the "substantial weight" we must accord DPER's determination.[4] To avoid duplication, we will analyze the traffic-related evidence *en masse*, keeping in mind the two lenses (the SEPA appeal and the appropriate-provisions standard) through which we view the evidence.

5. The subject property extends north and west from the intersection of NE 14th Street and 224th Avenue NE. Because the traffic discussion predominantly focuses on those two roads and that one intersection, we will employ "the Street," "the Avenue," and "the Intersection" for simplicity sake.

6. CamWest will expand and improve the Street west to the edge of its holdings. The record contains discussion of a potential future build out of the Street all the way west to the next public avenue, but this would be contingent on future development by unknown players west of the subject property, and be potentially complicated by major wetlands in an extension's path. Thus, at least in the near term, the sole vehicular link to the outside world for current Street and future plat residents would be the Street via its Intersection with the Avenue. And that creates three traffic issues pertinent both to the SEPA appeal and to the appropriate-provisions analysis: the 100-lot rule, traffic congestion, and traffic safety.

7. Under the applicable Road Standards, no residential street may "serve more than 100 lots or dwelling units unless the street is connected in at least two locations" to at least a subcollector road.[5] As proposed, the Street will need to bear 134 (the 19 current and 115 proposed plat) residences. CamWest applied for and received a variance from the 100-lot rule, so long as it constructs an emergency access route to the Avenue. Mr. Hammond's SEPA appeal explicitly cites the deviation from the 100-lot rule as a basis for appeal.

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[1] KCC 20.24.072, .080(1), and .195.
[2] KCC 20.24.195. *See also* RCW 58.17.110.
[3] WAC 197-11-335.
[4] RCW 43.21C.090.
[5] 2007 King County Road Design and Construction Standards § 2.19. The County has adopted the Road Standards for road design and construction. KCC 14.42.010.

8. Although we have no jurisdiction to directly review the correctness of KCDOT's variance decision, the variance alters our the analysis in two respects. First, under SEPA, the Road Standards are one of the regulations that "normally constitute adequate mitigation of the impacts of new development."[6] But that presumption cannot exist in a variance scenario. After all, a variance is the exception to the rule, authorizing something the rules prohibit. Although the variance process is itself a part of the Road Standards,[7] it would be circular logic if the Council could adopt the Road Standards setting a standard that will normally constitute adequate mitigation of a given impact, and yet an agency could allow a deviation from that standard but still take advantage of the presumption of SEPA adequacy. That would impermissibly end-run SEPA.[8] Second and similarly, while meeting a regulatory standard on a particular element would typically constitute "appropriate provision" for that element under our subdivision review, here that regulatory standard is not being met. We thus undertake – under both SEPA and our appropriate provisions reviews – a more exacting analysis of a single access road serving 134 units than we would for other items that directly satisfy the pertinent regulatory standards.

9. The 100-lot rule appears designed to achieve three elements: circulation and both emergency access and non-emergency access.[9] The Comprehensive Plan is an item against which to review preliminary plats for conformity,[10] and KCDOT's road variance engineer agreed at the hearing that the Comprehensive Plan promotes circulation. For example, CP-209 emphasizes designing and constructing new developments in East Sammamish to create a complete neighborhood collector circulation system. These policies weigh against a single road access, although we note that the City of Sammamish (City) did not, among its many concerns, raise the 100-lot aberration on its list of concerns, and the City's recommended roadway map depicts the Street as the only east-west access road in the vicinity.

10. At the hearing, we looked into an alternative, non-emergency access road. With a 500-foot minimum spacing between intersections along the Avenue, the location would need to be at the northerly end of the subject property. For example, the emergency access route location discussed below would not allow sufficient spacing to be suitable as a daily route. We probed about a westerly extension of NE 16th Street (the street being improved on the other side of the Avenue as part of the *16th Sammamish* development). Although not impossible to design and construct, the topography of a westerly-extending NE 16th

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[6] KCC 20.44.080(C). The presumption does not exist where the regulations do not address specific adverse environmental impacts or unusual circumstances exist. *Id.*

[7] KCC 14.42.060; Road Standards 1.12,

[8] The variance situation is thus different from something like the reduction in a buffer KCC 21A.24.325(3)(b) allows an applicant meeting certain criteria. There the Council has already determined that X is the standard, but that if Y is met, the buffer should be reduced to Z feet. There the Council has specifically declared a Z-foot buffer to be adequate.

[9] The 100-lot rule is entitled "Access and Circulation." Road Standards § 1.19. Absent a contrary intent, captions of sections in the KCC are explicitly *not* a part of the law, KCC 1.02.040(B), typically being added by the Clerk of the Council after an ordinance passes the Council. Conversely, when Council adopted the Road Standards, KCC 14.42.050 and Ordinance 15753, the pre-existing captions were already a part of what the Council voted to adopt. Thus we give more weight to a Road Standards caption than to a code caption.

[10] KCC 19A.08.060(N).

Street would be challenging. More importantly, because the subject property does not extend all the way to the northerly latitude of NE 16th Street, forcing connection there would create an "unfavorable offset," according to KCDOT. And it would be far less than 500 feet south of the westerly-directed, currently existing, NE 16th Place. Finally, at least worth some note is the City's map, which does not envision extending NE 16th Street west of the Avenue. In sum, although the lack of a robust circulation system weighs against the proposal, we do not find the circulation policies direct enough or significant enough to reverse the SEPA determination or deny or further condition the plat proposal.

11. Emergency access is weightier, but CamWest proposes to avoid the scenario where a blockage at the Intersection or along the Street would keep out emergency responders by installing an emergency access route approximately 280 feet north of the Street. The route would remain in place until a second, permanent access route is developed (presumably the future extension of the Street west to the next avenue). The Fire Marshall supports such an approach, and we conclude that the emergency access is sufficient.

12. Non-emergency access – encompassing both traffic safety and traffic congestion – is also very weighty, but is not a distinct, 100-lot rule-specific analysis. If, with a single access road, the project meets the applicable traffic congestion and traffic safety standards, then the project achieves what the 100-lot rule is designed to achieve on that score, and the variance is not problematic. If not, then the application and SEPA determination are in trouble for deeper reasons. We thus turn now to traffic congestion and traffic safety.

13. Mr. Hammond asserts that increased traffic at the Intersection will create a "single choke point" with unacceptable delays, and that the plat would also exacerbate delays at intersections adjacent to the nearby schools. Other neighbors expressed similar concerns. CamWest and the County counter that the Intersection and the other studied intersections will be expected to function both with and without the proposed plat at level of service (LOS) B, defined as generally stable traffic flow conditions. For both SEPA and general intersection review, the pertinent, congestion-related County rule defines a significant adverse impact as either an intersection functioning at a worse than LOS E (*i.e.*, LOS F) or where KCDOT determines that a hazard to safety could reasonably result.[11]

14. That standard seems under-protective. LOS C is defined as the lowest level where delay to vehicles is "still tolerable" at all times, and LOS D is the lowest level where delays may be substantial but are still tolerable during times of less demand. Yet, even LOS E presumably would be acceptable for a new development. State law reinforces that; where a county development regulation designates an acceptable level of service, that regulation "shall be considered to adequately address an impact."[12] It seems illogical that, for

[11] KCC 14.80.030. KCC 14.80.030(A) sets additional requirements of both generating thirty or more vehicle trips in any one hour and handling at least twenty percent of the development's traffic, but there is no dispute that those elements would be met.
[12] RCW 43.21C.240(4)(b).

example, a development reducing an intersection from a bucolic LOS A to a crammed LOS E would not qualify as a significant adverse impact.[13]

15. More to the point, the County must have properly identified the specific adverse impact,[14] and the SEPA appeal and neighbor testimony amounts to an assertion that CamWest and the County have under-estimated the LOS drop, both at the Intersection and for other intersections in the vicinity.

16. For example, neighbor testimony and Mr. Hammond's video show near gridlock at intersections adjacent to the neighborhood schools during the morning window when parents are dropping off students. We found the neighbors' assertions credible. However, the standard traffic measurement is "peak hour," not the crunch immediately surrounding a school opening time. That concentrated school crunch is not an unusual enough circumstance to warrant creating a different model of traffic forecasting aside from the standard "peak hour" analysis.

17. Similarly, as to the peak hour projection we find it counter-intuitive that a proposal could so multiply the number of vehicles using the Intersection (with a street serving 19 residences slated to serve an additional 115, a 700% increase) and yet not change the LOS. But CamWest and the County would have had to miss not only that the Intersection and the other relevant intersections would no longer perform at LOS B with the expected, additional, plat-related traffic, they would have had to miss that they would not perform at LOS C, or at LOS D, or perhaps even at LOS E. An error of that magnitude would surely rank among the more erroneous traffic forecasts of the modern era. And based on the testimonial and documentary evidence in this record, no reasonable arbiter could so find that here. According to the rules by which we must review this matter, traffic-congestion-wise the proposed plat does not create a significant adverse environmental impact, and it makes adequate provisions for roads.

18. Finally, Mr. Hammond and the other neighbors assert that because of poor sight lines the Intersection is already a safety hazard, with near misses being an ongoing concern, and that this hazard would only grow with the many more vehicle trips the plat would create. He produced sobering video of vehicles on the Avenue approaching the Intersection and then disappearing from the sight of a Street traveler trying to turn onto the Avenue, of Avenue cars attempting to turn left on the Street encountering a similar entering sight distance issue, and of stopping sight distance concerns with Avenue cars approaching the Intersection.

19. The neighbors' Intersection safety assertions are two-fold – a "blind entrance problem" for drivers attempting to wade into the Intersection from the Street, unable to see approaching Avenue cars, and a blind spot creating inadequate stopping distances for Avenue cars approaching the Intersection.

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[13] The escape clause in such a scenario might be that the County's substantive SEPA authority is broadened in cases where "unusual circumstances exist" or where the impact is not addressed by the regulation. Something like a drop from LOS A to LOS E would seem to fit in that conversation. As discussed in the text below, we do not find anything approaching that drop.

[14] RCW 43.21C.240(4)(b).

20. As a procedural matter, CamWest asserts that stopping sight distances are beyond the scope of Mr. Hammond's SEPA appeal. We disagree. Although Mr. Hammond put on a more effective and coherent presentation than many attorneys who come before us, he is nonetheless appearing *pro se*. And while our courts may – at least in theory – hold *pro se* appellants to the same standard as attorneys,[15] we typically provide – both in theory and in practice – some latitude. Moreover, his appeal explicitly focused on Intersection safety, and stopping distances for Avenue cars approaching that Intersection hardly bootstraps a disparate element onto his appeal. Most importantly, even if we took a hard line on the pleading requirements, his written appeal complained about the "valley to the north of the intersection creat[ing] a blind spot ... to southbournd traffic," a fair description of the stopping sight distance concept. Stopping sight distance is thus germane to both to our SEPA and our appropriate provisions reviews.

21. Turning to the substance, in addition to his and other citizens' testimony and his video presentation, Mr. Hammond went to the effort and expense of retaining a traffic engineer to analyze the Intersection. His engineer, CamWest's traffic engineers, and KCDOT, concur that the *entering* sight distance for a Street vehicle approaching the Intersection (in order to turn onto the Avenue) meets the Road Standards. KCDOT testified that the Intersection might take a little clearing or grading, and the telephone poll might need to move, but the fact that Street improvements will functionally move the intersection several feet north will help. Mr. Hammond agreed that moving the Intersection north would improve safety. CamWest's traffic engineer testified that they considered the curb and the amended Intersection location and confirmed that there would be sufficient entering sight distance. And, again, Mr. Hammond's engineer, concurred that the entering sight distance meets the Road Standards. In a sense then, if the entering sight distance meets the standards for the current Intersection, and if improving the Intersection will improve entering sight distance, we cannot but conclude that this element has been satisfied.

22. As to *stopping* sight distance for an Avenue vehicle approaching the Intersection, the experts also concur. But for stopping sight distance, they concur that the Road Standards are not met. Yet stopping sight distance for Avenue cars approaching the Intersection is not an item the Road Standards require.[16] Stopping sight distance is a requirement of road (re)construction, but CamWest is not here proposing (or required) to undertake Avenue (re)construction.

23. That does not mean that stopping sight distance was missed, ignored, or is irrelevant. CamWest's team identified the deficiency during the application process and discussed with KCDOT applying for a variance. KCDOT informed them that, as stopping sight distance is only a requirement on new roads and not a requirement for CamWest vis-à-vis the existing Avenue, there was no need for a variance application. Nevertheless, KCDOT

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[15] *Audit & Adjustment Co. v. Earl*, 165 Wn. App. 497, 506, 267 P.2d 441 (2011).
[16] Road Standards § 2.10 lists, *inter alia*, intersection spacing, entering sight distance, and landing grade, but not stopping sight distance.

recognized that it had authority to order a different outcome, if it concluded that the situation would create a hazard.[17]

24. We agree. The proposed development would not itself be creating a hazard – any stopping sight distance hazard for Avenue vehicles approaching the Intersection would be a pre-existing condition not of CamWest's making, a function of the curvature of the existing Avenue. Yet, as the Intersection would be the only definite ingress/egress for plat-related traffic, if we concluded that the development would force plat-generated traffic to enter a hazardous intersection (whether that hazard would be inadequate stopping sight distance or some other hazard), that would be a traffic condition directly resulting from the proposed development,[18] and we would not hesitate to pull the trigger under either SEPA or our appropriate provisions authority. But those are not the facts we find here.

25. CamWest's traffic engineers' report analyzed the collision history along a 1.7 mile stretch of the Avenue and concluded that the accident rate was lower than the County average. That alone would not have been particularly informative. As we posited at the hearing, averaging collisions on a 1.7 mile stretch could dilute and mask the area of contention – the immediate vicinity of the Intersection. But CamWest confirmed, and then double-checked, that there had been no reported collisions in the vicinity of the Intersection. The neighbors described many near misses along that stretch, and one neighbor testified to seeing a (presumably) unreported accident near the Intersection. As other stretches of other roads would have their own near misses and unreported accidents, the only apples-to-apples comparison we can employ is reported accidents, and there were none for the Intersection.

26. CamWest's traffic engineers explained why they were confident that stopping sight distances were acceptable under industry standards, were confident that had a variance been required it would have been warranted here, and would have stood behind – with their professional certifications – the safety of the Intersection. Similarly, KCDOT's representative correctly recognized his authority to take additional steps if he found a hazard, took the initiative to ferret out a potential hazard, conducted his own stopping sight distance analysis, and reached a similar conclusion that (should a variance application have been required) a variance would have been warranted. Crucially, while the Road Standards gauge stopping sight distance for a six-inch target, the American Association of State Highway and Transportation Officials (AASHTO) – the national, standard-setting body for specifications, test protocols and guidelines for highway design and construction – gauges stopping sight distance for a two-foot target. KCDOT's representative testified that the two-foot target was becoming the more accepted norm, would adequately protect safety, and that the Avenue met the AASHTO standard for stopping sight distance.

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[17] KCC 14.80.030(B).

[18] Conditioning approval on CamWest solving a stopping sight distance problem would not be requiring CamWest to fix a pre-existing issue existing residents face, it would be requiring them not to place plat residents in harm's way, and it would directly benefit the plat.

27. In sum, as relates to traffic, we conclude that the DPER made its threshold determination based upon information reasonably sufficient to evaluate the environmental impact of the plat, that (given the substantial weight we must accord DPER's SEPA determination) the substantive SEPA challenge cannot succeed, and that CamWest has shown adequate provision for roads. We now proceed to our non-traffic, non-SEPA, analysis.

28. Although surrounded on three sides by the City, the property is entirely within unincorporated King County. Zoned R-4 (four dwelling units per acre). The minimum/maximum density for the site is 96/181 dwelling units; 115 units fit comfortably within that range.

29. One of the neighbors' and the City's concerns is that even at 115 units the density is too much for its environs. According to the City, the subject property would, if within City limits, support a maximum of 50 units. We are sympathetic to the neighbors' concerns; they likely purchased their larger lots with an expectation of a certain density, and more packed development is disconcerting. The sense of unfairness is only heightened by the subject property being an unincorporated peninsula surrounded on three-and-a-half sides by the City. However, DPER must review an application – and we must review DPER's review – pursuant to the laws in place at the time of a completed application. And those rules were (and still are) the County's. The project meets the County zone's density.

30. Drainage is another area of concern. The subject parcel drains in two directions to two closed depressions. The eastern and southerly portions drain to the 16th Street depression just east of the Avenue, the same area analyzed at length in our *16th Sammamish* decision. The western and northerly portions drain toward Mystic Lake. Although both are considered "closed depressions," they are different. The 16th Street depression appears truly closed, with outflows only at water levels exceeding by several feet 100-year flood conditions. Conversely, a certain percentage of inflows to Mystic Lake will eventually outflow along a circuitous path eventually discharging, significantly north of the subject property, into the Allen Lake Outlet Channel, a channel also analyzed at length in *16th Sammamish*. CamWest's hydrologist stated that there had been several downstream drainage complaints for the Mystic Lake basin, pre-2000, but none since (presumably in response to improvements the City and adjacent property owners had undertaken) and no reported complaints for 16th Street.

31. The project proposes to alter the natural drainage demarcation somewhat, with some southeast areas slated to drain west (instead of the current east), and some central areas slated to drain east (instead of the current west). But the tradeoff appears balanced, and thus the proposal does not significantly alter the natural division of east versus west flows. The November 1, 2012, west (Mystic Lake) basin hydrology assessment calculated that for the 8.32 acres to be developed, 5.69 would route to a stormwater vault and 0.64 would bypass. That appears to leave 1.99 acres unaccounted for (8.32 minus 5.69 minus 0.64), a potential concern. At the hearing, CamWest was confident that the acreages had been reconciled in later analyses, but we will add a condition to insure that the acreages used for final engineering purposes are correct.

32. Various part of the record describe the soils as outwash, outwash that behaves like till, and straight till. CamWest's proposal assumes the property is till. As till has less infiltration capacity than outwash, this treatment results in a more conservative approach and more stormwater treatment than assuming that a portion of the soils are outwash. Similarly, much of the east basin is pasture, not forest, but at the hearing CamWest asserted that its proposal would assume a pre-development condition of 100% forest, another conservative approach that would resulting in a margin of safety. That 100% forest assumption is not entirely clear from the record; the 16th Street (east) depression hydrology analysis says that the site "was assumed to be under forest and pasture cover." But we will include a condition to insure that the baseline cover used for final engineering purposes is the 100% forest testified to at the hearing.

33. The neighbors submitted specific drainage concerns about water running off the property, especially from the Street, and flowing south and west toward their homes. This created both a water quantity concern and a water quality (given pollutants associated with street runoff) concern for wells serving several existing residences. Quantity-wise, CamWest's proposal for Level 3 controls for the Mystic Lake (west) basin and Level 2 controls for the 16th Street (east) basin are designed to mimic a 100% forested conditions, a better condition (outflow-wise) than the current site actually exhibits.

34. In response to neighbor concerns, CamWest's geotech offered an amended evaluation of potential well impacts, looking at construction-related vibrations, construction-related runoff, groundwater recharge, and ground water quality. Its geotech could not identify any significant impacts and noted that, because of the intervening geology (between the Street and the wells), even if things went askance with the project, impacts would not likely make it to the wells.

35. The drainage devil may be in the details – after all, the preliminary plat phrase review focuses on "approximate" presentations of the "general layout" of various elements of a subdivision, and is not a substitute for final engineering-level review. But for the more conceptual preliminary plat stage of today, the drainage plans seem appropriately geared to prevent exacerbating downstream problems. Stormwater systems do not always behave as planned, but there is nothing here that seems set up for failure. With the conditions we add today, discussed above, CamWest has met its burden on drainage, for purposes of the preliminary plat review.

36. Soils-wise, in addition to the drainage/infiltration-related component discussed above, the subject property contains high "erosion potential" soils and some seismic/steep slope hazard areas. The most serious area, in the vicinity of exploration pit EP-18, is far removed from the area planned for structures, although, as Mr. Hammond pointed out, it is near the proposed sewer line, a concern that will need to be addressed. In addition, there are possible steep slope hazards in the vicinity of Lot 50 and potentially Lot 34. But the same geotech who identified the potential problems also concluded that the "proposed project is feasible provided [his] recommendations…are properly followed" and he be allowed to review the sewer profiles. We find that a credible assessment, and we add some conditions to ensure that that additional study comes to pass. But for purposes of the preliminary plat review stage, soils do not create a red flag.

37. Turning to wetlands, one of the written neighbor comments was that the extent of the Mystic Lake wetland had been understated due to the dry time of the year (August) it had been flagged. At the hearing, CamWest's wetland scientist explained that he had re-visited the site in the wetter April and saw no evidence (looking at vegetation, hydrology and soils) of prolonged saturation outside the originally-mapped boundary. Another neighbor wrote that Mystic Lake should actually be treated as a bog, not a closed depression. However, we found Cooke Scientific's written explanation for why Mystic Lake was not a bog persuasive. And we queried at the hearing whether the buffers would have been any larger here if in fact Mystic Lake were a bog, and we were convinced by the answer that the buffers would not change.

38. School capacity-wise, neighbors raised a concern about already overcrowded area schools. The school district has adopted standards for what school-related fees developers must contribute, and deemed those sufficient to address the district's needs.

39. School safety-wise, elementary and middle schoolers are within walking distance, along a new sidewalk system. Thus this plat does not create the potential hazard we detailed in our *16th Sammamish* opinion of students, especially elementary-aged students, walking across a potentially perilous arterial like the Avenue. High school students will be bused, and the plan here is to drop off high school students on the east side of the Avenue, across from their homes. Thus there is the similar prospect of students needing to cross the Avenue, but the difference from the *16th Sammamish* scenario is two-fold. There our concern was heightened because it involved elementary and middle schoolers; here it does not. And there our concern was not a bus dropping off students on the wrong side of the Avenue, since the bus (through use of its flashing lights) should be able to assure safe passage across the Avenue; instead it was pick up – would students patiently wait on the "wrong" side of the Avenue for the bus to arrive before scurrying across the street and onto the bus? That is not the situation here. CamWest has met its burden on schools.

CONCLUSIONS:

1. DPER's threshold SEPA determination was based upon information reasonably sufficient to evaluate the environmental impact of the preliminary plat application, and given the substantial weight we must accord DPER's substantive SEPA determination, the SEPA appeal is denied.

2. The proposed subdivision, as conditioned below, would conform to applicable land use controls. In particular, the proposed type of development and overall density are specifically permitted under the R-4 zone.

3. If approved subject to the conditions below, the proposed subdivision will make appropriate provisions for the topical items enumerated within RCW 58.17.110, and will serve the public health, safety and welfare, and the public use and interest.

4. The conditions for final plat approval set forth below are reasonable requirements and in the public interest.

DECISION:

The preliminary plat Mystic Lake is approved subject to the following conditions of approval.

1. Compliance with all platting provisions of Title 19A of the King County Code.

2. All persons having an ownership interest in the subject property shall sign on the face of the final plat a dedication that includes the language set forth in King County Council Motion No. 5952.

3. The plat shall comply with the base density and minimum density requirements of the R-4 zone classification. All lots shall meet the minimum dimensional requirements of the R-4 zone classification or shall be shown on the face of the approved preliminary plat, whichever is larger, except that minor revisions to the plat which do not result in substantial changes may be approved at the discretion of the Department of Permitting and Environmental Review.

   Any/all plat boundary discrepancy shall be resolved to the satisfaction of DPER prior to the submittal of the final plat documents. As used in this condition, "discrepancy" is a boundary hiatus, an overlapping boundary or a physical appurtenance which indicates an encroachment, lines of possession or a conflict of title.

4. All construction and upgrading of public and private roads shall be done in accordance with the King County Road Design and Construction Standards established and adopted by Ordinance No. 15753, as amended (2007 KCRD&CS).

5. The applicant must obtain the approval of the King County Fire Protection Engineer for the adequacy of the fire hydrant, water main, and fire flow standards of Chapter 17.08 of the King County Code.

6. A. The drainage facilities shall meet the requirements of the 2009 King County Surface Water Design Manual (KCSWDM). The west subbasin on the site drains to Mystic Lake and is subject to the Flood Problem (Level III) Flow Control and Basic Water Quality Requirements in the KCSWDM. The east subbasin is subject to the Conservation Flow Control and Basic Water Quality Requirements.

   B. The baseline, undeveloped site condition shall be treated as 100% forested. In addition, it shall be demonstrated that all the acres in the west subbasin basin have been properly accounted for (*i.e.*, either routed to a stormwater vault or included in the analysis as bypass).

7. To implement the required Best Management Practices (BMPs) for treatment of storm water, the final engineering plans and technical information report (TIR) shall clearly demonstrate compliance with all applicable design standards. The requirements for best management practices are outlined in Chapter 5 of the 2005 KCSWDM. The design engineer shall address the applicable requirements on the final engineering plans and provide all necessary documents for implementation. The final recorded plat shall include

all required covenants, easements, notes, and other details to implement the required BMP's for site development.

The required BMP's shall also be shown on the individual residential building permit applications upon submittal of the permits. The individual building permit applications shall also include the required covenants, easements, notes and other details to implement the BMP design.

8. The 100-year floodplain for any onsite or adjoining streams, wetlands, and Mystic Lake, shall be shown on the engineering plans and the final plat per Special Requirement 2 of the 2009 KCSWDM.

9. The proposed subdivision shall comply with the 2007 King County Road Design and Construction Standards (KCRD&CS), including the following requirements:

A. Roads A, B, C, and D (the internal roads) shall be improved at a minimum to the urban subaccess street standard.

B. FRONTAGE: NE 14th Street (from 244th Avenue NE west to Road D) shall be improved to the urban neighborhood collector street standard on the north side, providing 18 feet of pavement for the east 150 feet and 16 feet of pavement to Road D and a minimum 12 feet pavement width on the south side, including adequate drainage conveyance provisions per the KCRD&CS. This improvement shall be designed in general conformance with the Preliminary Grading and Utility Plan received May 30, 2013, unless otherwise approved by DPER.

C. FRONTAGE: NE 14th Street (from Road D to the west plat boundary) shall be improved to the urban neighborhood collector half street standard, including adequate drainage conveyance provisions per the KCRD&CS. This improvement shall be designed in general conformance with the Preliminary Grading and Utility Plan received May 30, 2013, unless otherwise approved by DPER.

D. 1. Sufficient right-of-way shall be dedicated along the NE 14th Street frontage improvements above, including 1 foot behind the sidewalk, per the KCRD&CS.

2. Sufficient right-of-way shall be conveyed or dedicated to accommodate 42 feet of right-of-way width, as measured from the existing centerline of 244th Avenue NE, long the property's frontage.

E. Joint Use Driveway (JUD) tracts shall be improved to the joint use driveway standard per Section 3.01 of the KCRD&CS. Notes regarding ownership and maintenance of the joint use driveways shall be shown on the final plat.

F. Private Access Tracts (PAT) shall be improved to the private access tract standard per Section 2.09 of the KCRD&CS. Notes regarding ownership and maintenance of the private access tracts shall be shown on the final plat.

G. No direct access, with the exception of private access tracts and joint use driveways, shall be allowed to NE 14th Street. A note to this affect shall be shown on the final plat.

H. A Road Variance (file no. VARR13-0011) is approved for this site. All conditions of approval for this variance shall be met prior to approval of the engineering plans. These conditions include a requirement for a gated emergency access to 244th Avenue NE. A temporary emergency access easement shall be shown on the final/recorded plat. This easement may be relinquished when DPER or its successor agency deems it unnecessary.

I. Modifications to the above road conditions may be considered according to the variance provisions in Section 1.12 of the KCRD&CS.

10. The applicant must obtain the approval of the King County Fire Marshal for the adequacy of the fire hydrant, water main, and fire flow standards of Chapter 17.08 of the King County Code.

A. Prior to or concurrent with the submission of engineering plans, the applicant shall do one of the following:

i. Provide a recorded restriction on the development of all homes in the plat, in language approved by the King County Fire Marshal, to require sprinklers; or

ii. Obtain the approval of the King County Fire Marshal to remove the sprinkler requirement from the subdivision by providing a minimum 20-foot wide fire lane with minimum 28-foot wide curb to curb internal roads with parking restricted to one side. Provide "No Parking – Fire Lane" signs and/or other markings approved by the Fire Marshal pursuant to KCC 17.04.420, provided signage dimensions and material specifications shall comply with the Manual on Uniform Traffic Control Devices (MUTCD). The homeowners association shall be responsible for monitoring and inspecting parking compliance and signage on a regular basis. DPER shall review and approve the relevant homeowner association covenants, conditions and restrictions language. A note referencing this requirement shall be recorded on the final plat.

B. Appropriate provisions shall be made for maintenance of the fire lane signage, sign reflectivity and/or other markings by the homeowner's association, subject to approval and monitoring by the Fire Marshal pursuant to KCC 17.04.420.

C. A 3-foot wide private easement for installation and maintenance of the "No Parking – Fire Lane" signs shall be provided pursuant to conditions. Failure to privately maintain the signage and enforce parking restrictions may result in code enforcement action in accordance with King County Code Titles 17 and 21 or similar provisions for successor agencies.

D. Note: Compliance with the requirements of approval from the King County Fire Marshal may require wider roadway sections than are called for in the 2007 King County Road Standards. A 36-foot wide (curb-to-curb) roadway is required to allow for parking without any restrictions.

E. Permitted alternatives to roadways wider than required under the KCRD&CS would include either (1) the conveyance of a minimum 3-foot wide private easement abutting the public right-of-way for the private installation and HOA maintenance and enforcement of "No Parking Fire Lane" signs, and the installation of these signs, or, (2) installation of a fire suppression system meeting the requirements of the Fire Marshal in each unit/structure.

F. A note referencing the selected alternative, as appropriate, shall be placed upon the final plat map – and the easement shown if alternative (1) is selected.

11. All utilities within proposed rights-of-way must be included within a franchise approved by the King County Council prior to final plat recording.

12. The applicant or subsequent owner shall comply with King County Code 14.75, Mitigation Payment System (MPS), by paying the required MPS fee and administration fee as determined by the applicable fee ordinance. The applicant has the option to either: (1) pay the MPS fee at the final plat recording, or (2) pay the MPS fee at the time of building permit issuance. If the first option is chosen, the fee paid shall be the fee in effect at the time of plat application and a note shall be placed on the face of the plat that reads, "All fees required by King County Code 14.75, Mitigation Payment System (MPS), have been paid." If the second option is chosen, the fee paid shall be the amount in effect as of the date of building permit application.

13. Lots within this subdivision are subject to King County Code 21A.43, which imposes impact fees to fund school system improvements needed to serve new development. As a condition of final approval, 50 percent of the impact fees due for the plat shall be assessed and collected immediately prior to the recording, using the fee schedules in effect when the plat receives final approval. The balance of the assessed fee shall be allocated evenly to the dwelling units in the plat and shall be collected prior to building permit issuance.

14. The proposed subdivision shall comply with the Critical Areas code as outlined in KCC 21A.24. Permanent survey markings and signs, as specified in KCC 21A.24.160, shall also be addressed prior to final approval. Temporary marking of critical areas and their buffers (e.g. with bright orange construction fencing) shall be placed on the site and shall remain in place until all construction activities are complete.

15. Preliminary plat review has identified the following specific requirements which apply to this project. All other applicable requirements from KCC 21A.24 shall also be addressed by the applicant:

A. The Critical Areas shown on the site plan received May 30, 2013 have been verified and approved by King County DPER staff.

B. The Category 1 wetland in the east basin shall have a 217.5-foot buffer as measured from the wetland edge. The Category II wetland shall have a 140 foot-buffer as measured from the wetland edge. These buffers may utilize buffer averaging. The buffers may also be reduced a 25-foot maximum, subject to BMPs per KCC 21A.24.

C. A final buffer averaging/mitigation plan with planting, if proposed, shall be submitted during engineering review.

D. The wetlands and buffers shall be placed in Critical Area Tracts (CAT) for long term protection. Fencing (split rail or equivalent) of the CAT is required.

E. A 15-foot building set back line (BSBL) is required from the edge of the CAT and shown on all affected lots. The BSBL does not apply to paved roads, driveways and structural and non-structural fill.

F. The final mitigation plan, if any, shall include three years of monitoring and a financial guarantee to assure long term implementation and success.

G. Prior to construction activities the CAT boundaries shall be clearly marked with both bright orange construction and erosion control fencing. The fencing shall remain in place until all construction activities are complete.

H. The engineering plans shall be submitted and reviewed by Critical Areas Staff. In particular, the plans shall address possible steep slope hazards in the vicinity of Lot 50 and potentially Lot 34.

I. The sewer line trail within the buffer is an allowed alteration subject to mitigation. A conceptual mitigation plan has been reviewed and approved by Critical Areas Staff. The impact of the unstable soils in the vicinity of exploration pit EP-18 on the sewer line shall be addressed in those engineering plans.

J. The following note shall be shown on the final engineering plan and recorded plat:

RESTRICTIONS FOR CRITICAL AREA TRACTS AND CRITICAL AREAS AND BUFFERS

Dedication of a critical area tract/critical area and buffer conveys to the public a beneficial interest in the land within the tract/critical area and buffer. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, and protection of plant and animal habitat. The critical area tract/critical area and buffer imposes upon all present and future owners and occupiers of the land subject to the tract/critical area and buffer the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the tract/critical area and buffer. The

vegetation within the tract/critical area and buffer may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the King County Department of Permitting and Environmental Review or its successor agency, unless otherwise provided by law.

The common boundary between the tract/critical area and buffer and the area of development activity must be marked or otherwise flagged to the satisfaction of King County prior to any clearing, grading, building construction or other development activity on a lot subject to the critical area tract/critical area and buffer. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the critical area are completed.

No building foundations are allowed beyond the required 15-foot building setback line, unless otherwise provided by law.

16. A homeowners' association or other workable organization shall be established to the satisfaction of DPER which provides for the ownership and continued maintenance of the recreation tracts and critical area tracts. An easement shall be provided to King County over the recreation tract for maintenance of the storm water facilities.

17. Suitable recreation space shall be provided consistent with the requirements of KCC 21A.14.180 and KCC 21A. 14.190 (i.e., sport court[s], children's play equipment, picnic table[s], benches, etc.).

    A. A detailed recreation space plan (i.e., location, area calculations, dimensions, landscape specs, equipment specs, etc.) shall be submitted for review and approval by DPER and King County Parks prior to or concurrent with the submittal of engineering plans. The plans must include additional recreation facilities per KCC 21A.14.180E, and fencing and landscaping along the road perimeter to alleviate potential conflicts between users of recreation tract and vehicles.

    B. A performance bond for recreation space improvements shall be posted prior to recording of the plat.

18. Zipper lots shall comply with the requirements of KCC 21A.14.030. Appropriate notes shall be shown on the engineering plans and final plat.

19. The existing well shall be abandoned per DOE requirements.

20. Street trees shall be provided as follows (per KCRD & CS 5.03 and K.C.C. 21A.16.050):

    A. Trees shall be planted at a rate of one tree for every 40 feet of frontage along all roads. Spacing may be modified to accommodate sight distance requirements for driveways and intersections.

B. Trees shall be located within the street right-of-way and planted in accordance with Drawing No. 5-009 of the 1993 King County Road Standards, unless King County Department of Transportation determines that trees should not be located in the street right-of-way.

C. If King County determines that the required street trees should not be located within the right-of-way, they shall be located no more than 20 feet from the street right-of-way line.

D. The trees shall be owned and maintained by the abutting lot owners *or* the homeowners association or other workable organization unless the county has adopted a maintenance program. Ownership and maintenance shall be noted on the face of the final recorded plat.

E. The species of trees shall be approved by DPER if located within the right-of-way, and shall not include poplar, cottonwood, soft maples, gum, any fruit-bearing trees, or any other tree or shrub whose roots are likely to obstruct sanitary or storm sewers, or that is not compatible with overhead utility lines.

F. The applicant shall submit a street tree plan and bond quantity sheet for review and approval by DPER prior to engineering plan approval.

G. The applicant shall contact Metro Service Planning at (206) 684-1622 to determine if 244th Avenue NE is on a bus route. If so, the street tree plan shall also be reviewed by Metro.

H. The street trees must be installed and inspected, or a performance bond posted prior to recording of the plat. If a performance bond is posted, the street trees must be installed and inspected within one year of recording of the plat. At the time of inspection, if the trees are found to be installed per the approved plan, a maintenance bond must be submitted or the performance bond replaced with a maintenance bond, and held for one year. After one year, the maintenance bond may be released after DPER has completed a second inspection and determined that the trees have been kept healthy and thriving.

A landscape inspection fee shall also be submitted prior to plat recording. The inspection fee is subject to change based on the current county fees.

DATED November 22, 2013.

David Spohr
Hearing Examiner

NOTICE OF RIGHT TO APPEAL

In order to appeal the decision of the Hearing Examiner, written notice of appeal must be filed with the Clerk of the King County Council with a fee of $250 (check payable to King County Office of Finance) on or before ***December 6, 2013***. If a notice of appeal is filed, the original two copies of a written appeal statement specifying the basis for the appeal and argument in support of the appeal must be filed with the Clerk of the King County Council on or before ***December 13, 2013***. Appeal statements may refer only to facts contained in the hearing record; new facts may not be presented on appeal.

Filing requires actual delivery to the Clerk of the Council's Office, Room 1200, King County Courthouse, 516 Third Avenue, Seattle, Washington 98104, prior to the close of business (4:30) p.m. on the date due. Prior mailing is not sufficient if actual receipt by the Clerk does not occur within the applicable time period. If the Office of the Clerk is not officially open on the specified closing date, delivery prior to the close of business on the next business day is sufficient to meet the filing requirement.

If a written notice of appeal and filing fee are not filed within 14 calendar days of the date of this report, or if a written appeal statement and argument are not filed within 21 calendar days of the date of this report, the decision of the Hearing Examiner contained herein shall be the final decision of King County without the need for further action by the Council.

MINUTES OF THE NOVEMBER 7, 2013, HEARING ON DEPARTMENT OF PERMITTING AND ENVIRONMENTAL REVIEW FILE NO. L12P0003, PROPOSED ORDINANCE NO. 2013-0441.

David Spohr was the Hearing Examiner in this matter. The following people spoke at the hearing: Walter Ackerlund, Vicky Baggette, Kim Claussen, Craig Comfort, Jay Derr, William Hammond, Beverly Kieffer, Edward Koltonowski, Bradly Lincoln, Edward McCarthy, Kurt Merriman, Andrew Miller, and Jim Olsen.

The following exhibits were offered and entered into the hearing record:

Exhibit no. 1	DPER file no. L12P0003
Exhibit no. 2	Preliminary department report, transmitted to the Examiner on October 23, 2013
Exhibit no. 3	Application for land use permits received filed June 14, 2012
Exhibit no. 4	State Environmental Policy Act (SEPA) checklist filed June 14, 2012
Exhibit no. 5	SEPA Determination of non-significance issued September 30, 2013
Exhibit no. 6	Affidavit of posting
Exhibit no. 7	A. Preliminary plat map submitted May 30, 2013 B. Revised preliminary plat map (sheets 2-3, 7) submitted September 9, 2013
Exhibit no. 8	Assessor maps: NW 26-25-06, SW 26-25-06, NE 27-25-06, SE 27-25-06, area map
Exhibit no. 9	SEPA appeal, filed October 7, 2013

Exhibit no. 10	Neighborhood circulation map filed June 14, 2012
Exhibit no. 11	Traffic impact analysis filed June 14, 2012
Exhibit no. 12	Traffic comment resolution report filed May 30, 2013
Exhibit no. 13	Road Variance VARR130011 issued September 19, 2013
Exhibit no. 14	Lake Washington School District school travel input
Exhibit no. 15	Technical information report filed June 14, 2012
Exhibit no. 16	Revised technical information report filed May 30, 2013
Exhibit no. 17	West Basin hydrology assessment memorandum filed May 30, 2013
Exhibit no. 18	16th Street depression/wetland hydrology analysis, submitted May 30, 2013
Exhibit no. 19	Updated subsurface exploration, geologic hazard, geotechnical engineering, and preliminary infiltration feasibility report submitted June 14, 2012
Exhibit no. 20	Infiltration feasibility memorandum filed May 30, 2013
Exhibit no. 21	New condition 9.d(2) of the department report to the Hearing Examiner
Exhibit no. 22	Description of P-suffix ES-P20 and email string between Kim Claussen and Paul McCombs, dated September 26, 2013
Exhibit no. 23	Background on zipper lots concept memorandum filed August 26, 2013
Exhibit no. 24	Site plan 1 dated November 4, 2013
Exhibit no. 25	Site plan 2 dated November 4, 2013
Exhibit no. 26	Basin map dated October 29, 2013
Exhibit no. 27	Wetland and buffer map dated August 21, 2013
Exhibit no. 28	Gibson Traffic Consultants memorandum dated November 6, 2013
Exhibit no. 29	Critical area study and buffer mitigation plan dated May 31, 2012
Exhibit no. 30	Applicant consultant resumes: Edward McCarthy, Kurt Merriman, Curtis Koger, Louis Emenhiser, Bradly Lincoln, Edward Koltonowski
Exhibit no. 31	Preliminary grading and utilities dated May 2012
Exhibit no. 32	Water well impacts letter dated November 7, 2013
Exhibit no. 33	Appellant Power point slides
Exhibit no. 34	NE 14th Street and 244th Avenue NE intersection vertical curve sight distance letter dated November 6, 2013
Exhibit no. 35	Photograph of 244th roadway
Exhibit no. 36	Survey
Exhibit no. 37	King County GIS map: recommended roadway functional classifications

The following exhibits were entered into the record on November 11, 2013

Exhibit no. 38	Appellant video
Exhibit no. 39	Appellant video
Exhibit no. 40	Appellant video
Exhibit no. 41	Appellant video

DS/vsm/gao

Exhibit 3

Mitigation and Settlement Agreement

This Mitigation and Settlement Agreement ("**AGREEMENT**") dated July 18 2013 is entered into pursuant to RCW Chapter 43.21C and RCW 82.02.020 between the City of Sammamish, a Washington Municipal Corporation ("**CITY**") and TOLL WA LP, a Washington limited partnership ("**TOLL**"), collectively the "**PARTIES;**" to address three **TOLL** subdivision developments (collectively the "**PROPERTIES**"), and potential development by **TOLL** of a fourth property (**FUTURE PROPERTY**), all of which are located in unincorporated King County and within the City of Sammamish Urban Growth Area as shown on Attachment A and more fully described as follows:

Mystic Lake Parcel: [Parcel Number 2725069022], as legally described in Attachment B to this Agreement;

Shillam Parcel: [Parcel Number 2625069057], as legally described in Attachment B to this Agreement;

NE 16th Parcel: [Parcel Number 2625069077, 2625069078, 2625069025], as legally described in Attachment B to this Agreement;

Freeman/Twins Ridge Parcel: [Parcel Number 2625069024, 2625069039], as legally described in Attachment B to this Agreement.

Recitals

1. **TOLL** is the contract purchaser of the Mystic Lake Parcel and the Shillam Parcel and the owner of the NE 16th Parcel. **TOLL** has filed complete subdivision applications for each of these 3 properties (**"TOLL APPLICATIONS"**), with file numbers and completeness determination dates as follows:
   a. Mystic Lake Parcel: No. L12P0003 (Completeness Determination 6/18/2012)
   b. Shillam Parcel: No. PLAT12-0001 (Completeness Determination 12/5/2012)
   c. NE 16th Parcel: No. L11P0001 (Completeness Determination 8/18/2011)

2. **TOLL** may in the future, but is not obligated to, acquire the Freeman/Twins Ridge Parcel during the term of this **AGREEMENT.** The owner of this parcel has filed a complete subdivision application.

3. The **PROPERTIES** and the **FUTURE PROPERTY** are all located in unincorporated King County, within the designated Urban Growth Area and the potential annexation area for the **CITY**. As such, King County development regulations in effect as of the date of the complete subdivision applications apply to the **PROPERTIES** and the **FUTURE PROPERTY**. The **PARTIES** acknowledge that if the **PROPERTIES** and the **FUTURE PROPERTY** are developed in King County, King County transportation mitigation payment system ("MPS") fees will be paid to King County at the time of issuance of building permit. King County does not collect park impact fees. The **PARTIES**

further acknowledge that the **CITY** collects street/transportation and park impact fees for development located within the City and that **CITY** impact fees are significantly higher than the King County MPS fees.

4. **CITY** has submitted comment letters to the County in response to the **TOLL APPLICATIONS** requesting imposition of certain city development regulations and payment to the **CITY** of **CITY** street/transportation and park impact fees (**"CITY REQUESTED CONDITIONS")** upon development of the **PROPERTIES** although located outside the city limits.

5. **TOLL** has submitted a letter to the County responding to the **CITY REQUESTED CONDITIONS** which sets out **TOLL'S** assessment that State statutes and case law preclude the **COUNTY** from imposing the **CITY REQUESTED CONDITIONS** on the **PROPERTIES**.

6. **CITY** and **TOLL** are desirous of resolving their disagreement regarding both the need for and the legal authority to impose the **CITY REQUESTED CONDITIONS** through a voluntary mitigation and settlement agreement and in lieu of the **CITY** filing a SEPA appeal of or any other challenge to the **TOLL APPLICATIONS** as specified herein.

NOW THEREFORE, the **PARTIES** agree as follows:

AGREEMENT

Section 1: Traffic Mitigation Payments

a. **TOLL** shall pay the **CITY** a voluntary traffic mitigation payment of $9,500 per lot for each of the three parcels that are the subject of the current **TOLL APPLICATIONS.** Thirty (30) percent of this amount shall be due at the time of final plat recording for all lots within the Phase for which the final plat is recorded. The remaining seventy (70) percent shall be paid, at **TOLL's** election, at either (i) issuance of the building permit for the dwelling unit on the lot or (ii) at the time of closing of the sale of each dwelling unit to a homebuyer, provided that a covenant shall be filed against each lot deferring such payment to closing which covenant shall provide for automatic payment of the deferred amount through escrow at the time of closing of the sale of the lot. In the event that **TOLL**, or any affiliated entity, obtains ownership of the Freeman/Twins Ridge Parcel within six (6) years from the date of this **AGREEMENT**, the **PARTIES** agree that the same $9,500 per lot traffic mitigation payment shall be paid by **TOLL** to satisfy all obligations for street/transportation impact fees for that parcel, with the same timing for percentage payments. The **CITY** agrees that payment of this traffic mitigation, together with the street improvements described in Section 2 below shall satisfy all of **TOLL'S** traffic mitigation and street/transportation impact fee obligations for development of the **PROPERTIES** and the **FUTURE PROPERTY**, if owned by **TOLL**, regardless of the amount of any street/transportation impact fee imposed by City ordinance currently in effect, or as may be adopted after the date of

this **AGREEMENT** and regardless of whether the **PROPERTIES**, and the **FUTURE PROPERTY**, if acquired by TOLL, are developed in King County or in the City.

b. **TOLL** agrees to waive any rights it may have under the provisions of RCW 82.02.020 for a refund of any amounts paid, together with interest, if the funds are not expended within the period of time specified in that statute.

c. Nothing in this agreement is intended to address or modify any obligation that **TOLL** may or may not have regarding King County traffic mitigation payments.

Section 2: Street Improvements

a. **TOLL** agrees to construct all internal public roads to a minimum of 28 feet curb to curb, with vertical curbs in lieu of King County's road standard which would permit a minimum of 24 foot road width and rolled curbs.

b. **TOLL** shall pay $100,750.00 towards the construction costs for the sidewalk and curb along the 244th Street frontage of the Mystic Lake subdivision previously constructed by the **CITY** no later than recording of the Phase I final plat for Mystic Lake subdivision, provided that **TOLL** shall not be required to modify any of the previously constructed sidewalks or curbs at this location.

c. As a condition of the first certificate of occupancy for Phase II of Mystic Lake subdivision, **TOLL** shall complete construction of an interim 244th/14th Street northbound left turn lane improvement, generally as shown on ATTACHMENT C (the "**INTERIM LEFT TURN IMPROVEMENT**") unless the ultimate left turn improvement shown conceptually in ATTACHMENT D ("**ULTIMATE LEFT TURN IMPROVEMENT**") has been permitted and substantially completed by others by that date, subject to the following:

   i. **TOLL** shall not be required to acquire or provide any additional right of way or construction easements necessary to construct the **INTERIM LEFT TURN IMPROVEMENT** on either the Mystic Lake parcel or any other parcel. The **PARTIES** agree that the **INTERIM LEFT TURN IMPROVEMENT** should be designed so as not to require additional right of way or construction easements. If the **INTERIM LEFT TURN IMPROVEMENT** cannot be designed without additional right of way or construction easements, the **CITY** or other property owners shall be responsible for providing any additional right of way or easements necessary to construct the **INTERIM LEFT TURN IMPROVEMENT** within sixty (60) days after the date **TOLL** submits final engineering for Phase II. If the **CITY** or other property owners have not provided any necessary additional right of way or construction easements by this time, then certificates of occupancy for Phase II of Mystic Lake subdivision may be issued prior to construction of the **INTERIM LEFT TURN IMPROVEMENT**.

ii. **TOLL** shall be responsible for design and engineering of the **INTERIM LEFT TURN IMPROVEMENT**, but the **CITY** shall be responsible for obtaining any variances needed to submit stamped engineering drawings, and for obtaining required permits and other approvals from King County if the **INTERIM LEFT TURN IMPROVEMENT** is constructed prior to annexation, or from the **CITY**, if the **INTERIM LEFT TURN IMPROVEMENT** is constructed after annexation. If the **CITY** or the **COUNTY** will not permit the **INTERIM LEFT TURN LANE IMPROVEMENT** then certificates of occupancy for Phase II of Mystic Lake subdivision may be issued prior to construction of the **INTERIM LEFT TURN IMPROVEMENT**.

iii. **TOLL** shall not be responsible for right of way, construction easements or for construction of any portion of the **ULTIMATE LEFT TURN IMPROVEMENT**, including but not limited to any portion that would be located on the Freeman/Twins Ridge Parcel, unless or until **TOLL** becomes the owner of that parcel.

iv. The total cost to **TOLL** to design, permit and construct the **INTERIM LEFT TURN IMPROVEMENT** shall not exceed eighty-eight thousand dollars ($88,000.00). If such costs exceed $88,000, **TOLL** shall provide the **CITY** with a breakdown of all costs, copies of billings and confirmation of payment within thirty (30) days after the **INTERIM LEFT TURN IMPROVEMENT** has been accepted by the governmental entity then owning the right-of-way and the **CITY** shall, at its option, pay all excess costs by either (i) reimbursing **TOLL** for the excess costs within sixty (60) days of **TOLL's** submittal of all cost and payment information, or (ii) applying a credit in the amount of the excess costs against traffic mitigation payments owing for the **PROPERTIES**, and the **FUTURE PROPERTY**, if owned by **TOLL** at that time ("**TRAFFIC MITIGATION CREDIT**"). The amount of the **TRAFFIC MITIGATION CREDIT** shall be applied as a 100% credit against each traffic mitigation payment due for each individual lot until the full amount of the **TRAFFIC MITIGATION CREDIT** has been exhausted. If the balance of the remaining traffic mitigation payments owing on individual lots is less than the **TRAFFIC MITIGATION CREDIT**, then the **CITY** shall, in addition to the **TRAFFIC MITIGATION CREDIT**, pay such excess costs to **TOLL** within sixty (60) days of **TOLL's** submittal of all cost and payment information.

Section 3: Parks Mitigation Payments

a. **TOLL** shall pay the **CITY** a voluntary park mitigation payment of $1,700 per lot for each of the three parcels that are the subject of the current **TOLL APPLICATIONS.** The amount shall be paid, at **TOLL's** election, at either (i) issuance of the building permit for the dwelling unit on the lot or (ii) at the time of closing of the sale of each dwelling unit to a homebuyer, provided that a covenant shall be filed as a condition of issuing a building permit against each lot deferring such

payment to closing which covenant shall provide for automatic payment of the deferred amount through escrow at the time of closing of the sale of the lot. In the event that **TOLL** obtains ownership of the Freeman/Twins Ridge Parcel within six (6) years from the date of this **AGREEMENT**, the **PARTIES** agree that the same $1,700 per lot traffic mitigation fee shall satisfy all obligations for park mitigation or park impact fees for that parcel, with the same timing for percentage payments. The **CITY** agrees that payment of this park mitigation fee shall satisfy all of **TOLL'S** park impact mitigation obligations for development of the **PROPERTIES** and the **FUTURE PROPERTY**, if owned by **TOLL**, regardless of the amount of any park impact fee or other park or recreation mitigation imposed by **CITY** ordinance currently in effect, or as may be adopted after the date of this **AGREEMENT** and regardless of whether the **PROPERTIES,** and the **FUTURE PROPERTY**, if acquired by **TOLL**, are developed in King County or in the City.

b. **TOLL** agrees to waive any rights it may have under the provisions of RCW 82.02.020 for a refund of any amounts paid, together with interest, if the funds are not expended within the period of time specific in that statute.

Section 4: Sanitary Sewer/Trail Easement and Wetland Trail Extension at Mystic Lake

a. The **PARTIES** agree to work together to limit or, if feasible, further reduce buffer impacts from the trail/sanitary sewer easement identified on the preliminary plat, including considering and, if reasonably feasible and at comparable cost, implementing engineering and construction alternatives that would achieve gravity sanitary sewer function at a location with less buffer impact.

b. The **PARTIES** agree that, after Mystic Lake Phase II has received final subdivision approval consistent with the approved preliminary plat and after the Mystic Lake subdivision has been annexed to the **CITY**, the **CITY** may request a public trail extension in the wetland buffer located in an area to the north of lots 16-22 and extending to the western boundary of the Mystic Lake subdivision ("**WETLAND TRAIL EXTENSION**"), generally in the location shown on ATTACHMENT E, or at some other mutually agreed upon location. This **WETLAND TRAIL EXTENSION** is in addition to the trail/sanitary sewer easement identified on the preliminary plat. The **PARTIES** agree that the trail extension is most appropriately accomplished after annexation, and that the **PARTIES** believe current adopted Sammamish municipal code would allow the trail extension to be installed in the outer portion of the wetland buffer. As needed, **PARTIES** agree to implement one or more mechanism such as a plat alteration to allow for construction of the **WETLAND EXTENSION TRAIL** if the plat alteration process complies with RCW 58.17.215. If **TOLL** still controls the homeowners association for Mystic Lake at the time the **CITY** elects to proceed with the trail, then **TOLL** agrees to cooperate with the **CITY** to allow for construction. If **TOLL** has transferred control of the plat to the homeowners association at the time the **CITY** elects to proceed with the trail, then the homeowners association shall assume the responsibility to cooperate with the **CITY** to allow for construction as set out in Section 4(c)

below. If a plat alteration is the agreed upon mechanism to locate and construct the **WETLAND TRAIL EXTENSION**, the plat alteration shall be for the sole purpose of locating the trail within the wetland buffer of the critical area tract and shall not modify, reconfigure or reduce any lot.

c. If requested by the **CITY** after annexation, and if application of the City's critical areas regulations will permit construction of this **WETLAND TRAIL EXTENSION** without requiring additional wetland buffer averaging or compensation beyond that already provided in the preliminary plat approval, **TOLL** shall, if **TOLL** still controls the homeowners association for Mystic Lake, provide for the grant by the association of a ten (10) foot public easement to the **CITY** for this **WETLAND TRAIL EXTENSION**. In the event that **TOLL** transfers control of the plat to the homeowners association before development of the **WETLAND TRAIL EXTENSION** and before the timeframe to construct the **WETLAND TRAIL EXTENSION** expires as set out in Section 4(h) below **TOLL** agrees that the covenants, conditions and restrictions for the plat shall provide for the homeowners association to assume **TOLL**'s obligations under this Section 4 as follows:

   i. The homeowners association shall be obligated to grant the trail easement, if not already granted;
   ii. The homeowners association shall cooperate with the City as the City permits the **WETLAND TRAIL EXTENSION,** including a plat modification, if necessary;
   iii. The homeowners association shall maintain the **WETLAND TRAIL EXTENSION**, if constructed; and
   iv. **TOLL**, and not the homeowners association, shall retain responsibility to construct the **WETLAND TRAIL EXTENSION** within the time frame specified in Section 4(h) below.

   The **CITY**, and not **TOLL,** shall be responsible for enforcing the homeowners association's obligations regarding cooperating in permitting the **WETLAND TRAIL EXTENSION** after **TOLL** has transferred responsibility for the plat to the homeowners association.

d. The **CITY** shall be responsible for designing and permitting a soft surface trail not to exceed eight (8) feet in width to be located within the easement, and for all approvals, costs or other obligations related to any additional mitigation for the **WETLAND TRAIL EXTENSION**. **TOLL** shall construct the soft-surface trail and be responsible for payment of costs of construction not to exceed fifteen thousand dollars ($15,000.00). If such costs exceed $15,000.00, **TOLL** shall provide the **CITY** with a breakdown of all costs, copies of billings and confirmation of payment within thirty (30) days after the **WETLAND TRAIL EXTENSION** has been constructed and accepted by the **CITY**. The **CITY** shall, at its option, pay all excess costs by either:

   i. reimbursing **TOLL** for the excess costs within sixty (60) days of **TOLL's** submittal of all cost and payment information, or
   ii. applying a credit in the amount of the excess costs against the parks mitigation payments owing for the **PROPERTIES**, and the **FUTURE PROPERTY**, if owned by **TOLL** at that time ("**PARK MITIGATION CREDIT**"). The amount of the **PARK MITIGATION CREDIT**

shall be applied as a 100% credit against each park mitigation payment due for each individual lot until the full amount of the **PARK MITIGATION CREDIT** has been exhausted. If the balance of the remaining park mitigation payments owing on individual lots is less than the **PARK MITIGATION CREDIT**, then the **CITY** shall, in addition to the **PARK MITIGATION CREDIT**, pay such excess costs to **TOLL** within sixty (60) days of **TOLL's** submittal of all cost and payment information.

If **TOLL's** obligation to construct the **WETLAND TRAIL EXTENSION** arises after **TOLL** has transferred control of the plat to the homeowners association, then the **CITY** shall be required to reimburse **TOLL** for any costs of construction in excess of $15,000, as described under (i) above, rather than applying a **PARK MITIGATION CREDIT**, as described in (ii) above.

e. The covenants, conditions and restrictions prepared and recorded for the Mystic Lake subdivision shall disclose the possibility of the future construction of the **WETLAND TRAIL EXTENSION** and include the homeowners association's obligation to grant the easement, to cooperate with the **CITY**, and to maintain the **WETLAND TRAIL EXTENSION** as provided in this **AGREEMENT**.

f. The **CITY** shall indemnify, defend, and hold **TOLL** and the Mystic Lake homeowners association harmless from any objection, appeal, claim for damage or other challenge brought by King County or any other public or private person or entity, on any grounds, arising out of the permitting (including plat alteration if necessary) and the grant and construction of the **WETLAND TRAIL EXTENSION**, including any mitigation associated therewith, and regardless of when such objection or challenge is raised. If additional mitigation is required as a result of any such claim or challenge, the **CITY** shall be solely responsible for such mitigation. The rights and obligations of this indemnification and hold harmless shall survive termination of this **AGREEMENT**.

g. If the **WETLAND TRAIL EXTENSION** is constructed, the homeowners association for Mystic Lake subdivision shall be responsible for maintaining this soft-surface trail. The **PARTIES** agree that this **WETLAND TRAIL EXTENSION** commitment shall not be requested or imposed as a condition of the County's preliminary plat approval. The **CITY** shall be responsible for obtaining any necessary approvals and successfully defending any challenges or appeals before **TOLL** will be required to construct this **WETLAND TRAIL EXTENSION.**

h. **TOLL's** obligation regarding this **WETLAND TRAIL EXTENSION**, and the homeowners association's obligations under Section (c)(i) and (ii) above if **TOLL** has transferred control of the plat to the homeowners' association, shall cease if the Mystic Lake property is not annexed to the City within four (4) years of the date of this **AGREEMENT**, or if the Mystic Lake Property is annexed to the **CITY** within such time and the **CITY** does not request the **WETLAND TRAIL**

EXTENSION within two (2) years from the date of the date of the annexation or final plat approval for Phase II of the Mystic Lake subdivision, whichever occurs last.

Section 5: Future Annexation and Applicable Rules and Development Standards

a. **TOLL** agrees to work cooperatively with the City to pursue annexation of the **PROPERTIES** at such time and in such phasing as the **CITY** deems appropriate. While not a requirement of this **AGREEMENT**, the **PARTIES** acknowledge that both anticipate annexation of the **PROPERTIES** after County approval of one or more of the preliminary subdivisions, but potentially prior to approval of one or more of the final subdivisions and, correspondingly, potentially prior to occupancy of homes within the subdivisions. However, nothing in this **AGREEMENT** shall be interpreted to require **TOLL** to wait until annexation is complete before filing for or obtaining final subdivision approval, construction permits, or occupancy of homes on and or all of the lots within the **PROPERTIES**. In addition, if annexation occurs prior to final plat approval of Mystic Lake Phase I or II the **PARTIES** agree that final plat shall be consistent with the conditions of preliminary plat approval. Except as set forth in Section 4(h), failure to complete annexation within the contemplated time frame shall not void any provision or obligation of any party pursuant to this **AGREEMENT.**

b. Upon annexation to the **CITY,** and subject to all of the specific provisions of this **AGREEMENT,** the **PROPERTIES** shall remain vested to and entitled to develop consistent with all of the conditions of the preliminary subdivision approvals and all County zoning and development regulations and standards that were in effect on the date of the completeness determination for those subdivision applications specified in Recital (1), including, without limitation, density and dimensions, road standards, tree retention standards, storm water until homes have been constructed on all lots within the **PROPERTIES**, and the **FUTURE PROPERTY**, if acquired by Toll or seven (7) years after the date of final plat approval, whichever is earlier.

Section 6: Comments and Conditions for King County Subdivision Review

a. The **PARTIES** agree that they will sign and jointly submit to King County a copy of the letter attached to this **AGREEMENT** as ATTACHMENT F, requesting that the County include a preliminary plat condition generally setting out the mitigation measures for the **PROPERTIES** which are more fully described in Section 1 (Traffic Mitigation Fees), Section 3 (Parks Mitigation Fee) and Section 2(c) 244th/14th northbound **INTERIM LEFT TURN IMPROVEMENT** (Mystic Lake Parcel only). The **PARTIES** agree that all other obligations of this **AGREEMENT** do not need to be included as conditions of the County's preliminary plat approval, but shall remain as separate obligations between the parties and enforceable under the terms of this **AGREEMENT** and other relevant provisions of law.

b. The **CITY** agrees to support County approval of each subdivision currently pending before King County for the **PROPERTIES**, consistent with the preliminary plat designs as submitted and, if

applicable, will also support any future subdivision of the Freeman/Twins Ridge parcel, if acquired by **TOLL** and submitted for preliminary subdivision by **TOLL** for approval within the time period specified in Section 1(a) above, subject to the conditions described in Section 6(a) above.

Section 7: General Provisions

a. Duration. This **AGREEMENT** shall take effect on the date all **PARTIES** have signed below and shall be in effect until ten (10) years from the date of its execution, or for the period of time after final plat approval specified in RCW 58.17.170 and as described in Section 5(b) above, whichever is later, provided that the time limitations for the **WETLAND TRAIL EXTENSION** obligations shall be as otherwise provided in Section 4. The indemnification and hold harmless provisions of Section 4(c) shall survive termination.

b. Assignment. This **AGREEMENT** shall bind and inure to the benefit of the **PARTIES** and their successors in interest, and may be assigned to any successor in interest to the **PROPERTIES**. Upon assignment and assumption of all obligations under the **AGREEMENT** by the assignee, **TOLL** shall be released from all **AGREEMENT** obligations as to any property assigned. Upon sale of any individual lot or lots to a third party, upon request of **TOLL**, such individual lot or lots may be released from any further obligations under this **AGREEMENT**, other than the individual lot obligation to pay the traffic and parks fees described in sections (1)(a) and (3)(a) above.

c. Annexation after Final Plat. If annexation of the **PROPERTIES** does not occur before the final plat is approved, then payment of 30% of the transportation fees under this agreement shall be made by **TOLL** to the **CITY** consistent with section 1 and 3 above, using a mechanism that is mutually agreeable to both PARTIES.

d. Annexation after Building Permit Issuance. If annexation of the **PROPERTIES** does not occur before building permits are applied for, then payment of remaining transportation mitigation fees and the parks mitigation fees under this agreement shall be made by **TOLL** to the **CITY** consistent with section 1 and 3 above, using a mechanism that is mutually agreeable to both **PARTIES**.

e. Amendment in Writing. This **AGREEMENT** may only be amended in writing, signed by all **PARTIES**.

f. Severability. If any term or provision of this **AGREEMENT**, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this **AGREEMENT** shall continue in full force and effect unless and to the extent the remaining provision, if implemented, would be inconsistent with or otherwise fail to carry out the mutual intent of the **PARTIES**.

g. Mutual Drafting and Construction. The **PARTIES** agree that all **PARTIES** participated fully in the negotiation and drafting of this **AGREEMENT** and the rules of construction of ambiguities against the drafter shall not apply.

h. No Joint Venture. Nothing in this **AGREEMENT** is intended to create any type of joint venture or partner relationship between the **PARTIES**.

i. Nonwaiver. By entering into this **AGREEMENT**, neither party shall be deemed to agree with, concede, or waive any position or argument that was the subject matter of the dispute that gave rise to this **AGREEMENT**.

j. Dispute Resolution/Enforcement.

   i. In the event of any dispute between the **PARTIES** arising out of the performance of this **AGREEMENT**, the **PARTIES** agree to first attempt to resolve the dispute through mediation prior to commencing litigation, using a mediator from Judicial Arbitration and Mediation Service ("JAMS"), or other mediator mutually agreed to by the **PARTIES**. The costs of the mediator shall be split equally between the **PARTIES**, and each **PARTY** shall bear its own costs to prepare for and participate in the mediation.

   ii. The **PARTIES** agree that specific performance may be an appropriate remedy to enforce the terms of this **AGREEMENT**.

   iii. In the event of litigation to enforce the provisions of this **AGREEMENT**, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees.

k. Authority to Sign. The signatories to this **AGREEMENT** represent that they have the full authority of their respective entities to commit to all of the terms of this **AGREEMENT**, to perform the obligations hereunder and to execute the same.

l. Counterparts. This **AGREEMENT** may be executed in counterparts each of which shall be deemed an original.

m. Party Contact. Contacts with either **PARTY** shall be to the person identified below:

TOLL:

Aaron Hollingbery
Toll WA LP
9720 NE 120th Place, Suite 100
Kirkland, WA 98034
Phone: 425-825-1955

CITY:

Laura Philpot; Public Works Director
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: 425-295-0570

n. Entire Agreement. This **AGREEMENT**, together with all Attachments hereto, constitutes the entire agreement between the **PARTIES** with respect to the subject matter of this **AGREEMENT**. This **AGREEMENT** is specifically intended by the **PARTIES** to supersede all prior agreements, whether written or oral.

Date: July 23, 2013

TOLL WA LP, a Washington limited partnership
By: Toll WA GP Corp, a Washington corporation
Its: General Partner

By: _____
Eric H. Campbell
Its: Division President

Date: July 18, 2013

CITY OF SAMMAMISH, a Washington municipal corporation

By: _____
Ben Yazici
Its: City Manager

Attest:

Melanie Anderson
City Clerk

Approved as to form:

Bruce Disend, City Attorney

45228_21

Exhibit 3

STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Eric H. Campbell is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Division President of Toll WA GP Corp, a Washington corporation, the general partner of Toll WA LP, a Washington limited partnership to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 24th day of July, 2013.

GIGI BLANCHETTE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 15, 2016

[Signature of Notary]

Gigi Blanchette
[Print Name of Notary]

Notary Public in and for the State of Washington, residing at KIRKLAND
My commission expires: Oct 15, 2016

STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Ben Yazici is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Sammamish, a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this 18th day of July, 2013.

MELONIE A. ANDERSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 17, 2015

Melonie A. Anderson
[Signature of Notary]

Melonie A. Anderson
[Print Name of Notary]

Notary Public in and for the State of Washington, residing at Sammamish, WA
My commission expires: 09/17/2015

45228_21

Exhibit 3

ATTACHMENTS

ATTACHMENT A: Map of Properties

ATTACHMENT B: Legal Descriptions

ATTACHMENT C: 244th Street/14th Street **INTERIM LEFT TURN IMPROVEMENT**

ATTACHMENT D: **ULTIMATE LEFT TURN IMPROVEMENT**--conceptual

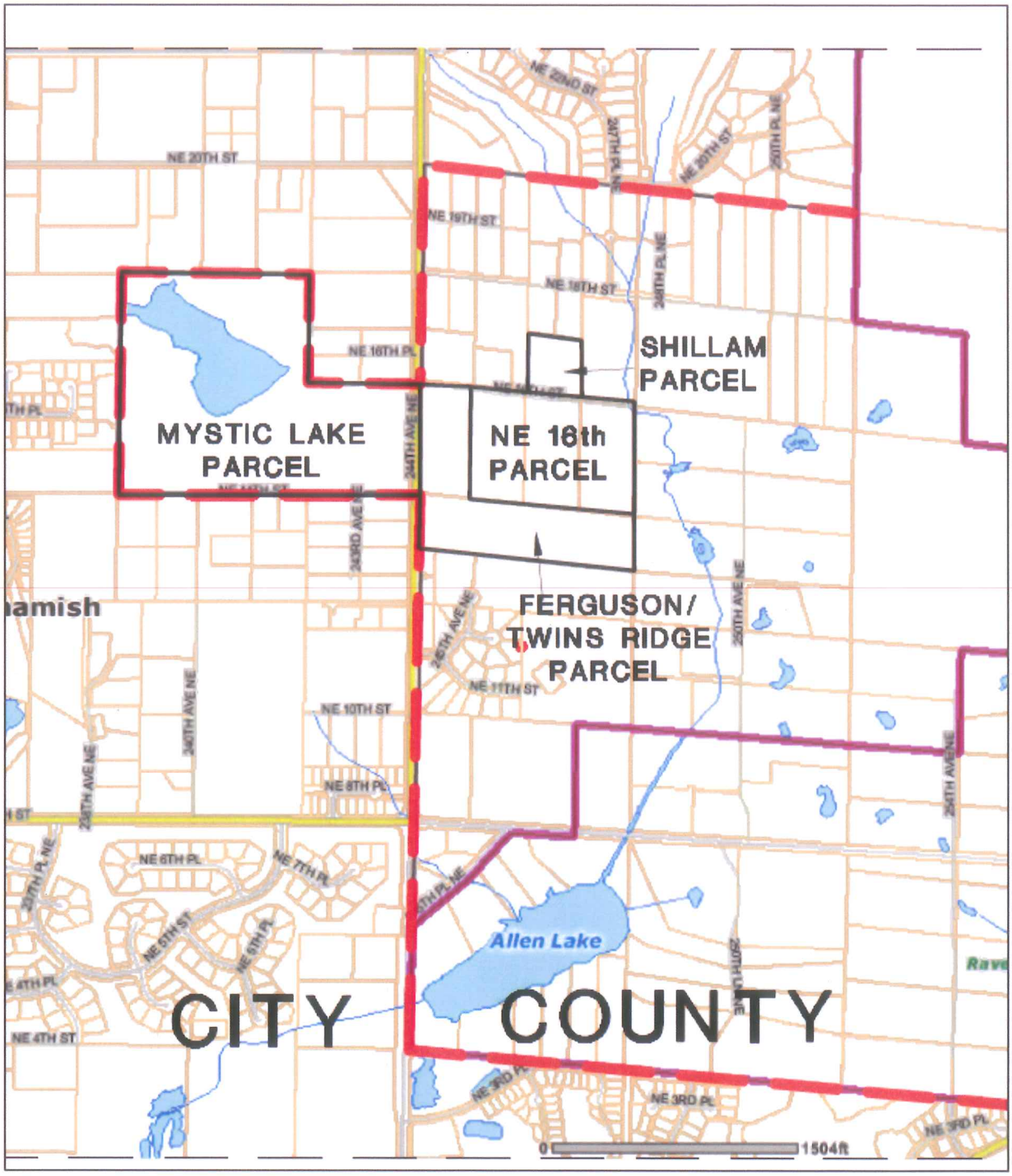
ATTACHMENT E: Wetland Trail Extension

ATTACHMENT F: Joint Comment Letter

Exhibit 3

ATTACHMENT A

Map of Properties



45228_21

Exhibit 3

ATTACHMENT B
LEGAL DESCRIPTION OF THE PROPERTIES AND THE FUTURE PROPERTY

Mystic Lake:

THE EAST THREE-FOURTHS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THE EAST THREE-FOURTHS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;
AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;
ALL IN SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W. M., KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF LYING WITHIN THE RIGHT OF WAY OF 244TH AVENUE SOUTHEAST, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 4781250;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF SAMMAMISH BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 20111003001465;
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

16th Sammamish:

Legal: Lots 2, 3 and 4 of King County Short Plat Number 378042, recorded under King County recording number 7809180868, Records of King County Auditor; Situate in the County of King, State of Washington.

Shillam:

LOT B OF KING COUNTY LOT LINE ADJUSTMENT NO. L08L0068, AS RECORDED NOVEMBER 17, 2008 UNDER RECORDING NO. 20081117900012, RECORDS OF KING COUNTY AUDITOR;
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Twins Ridge:

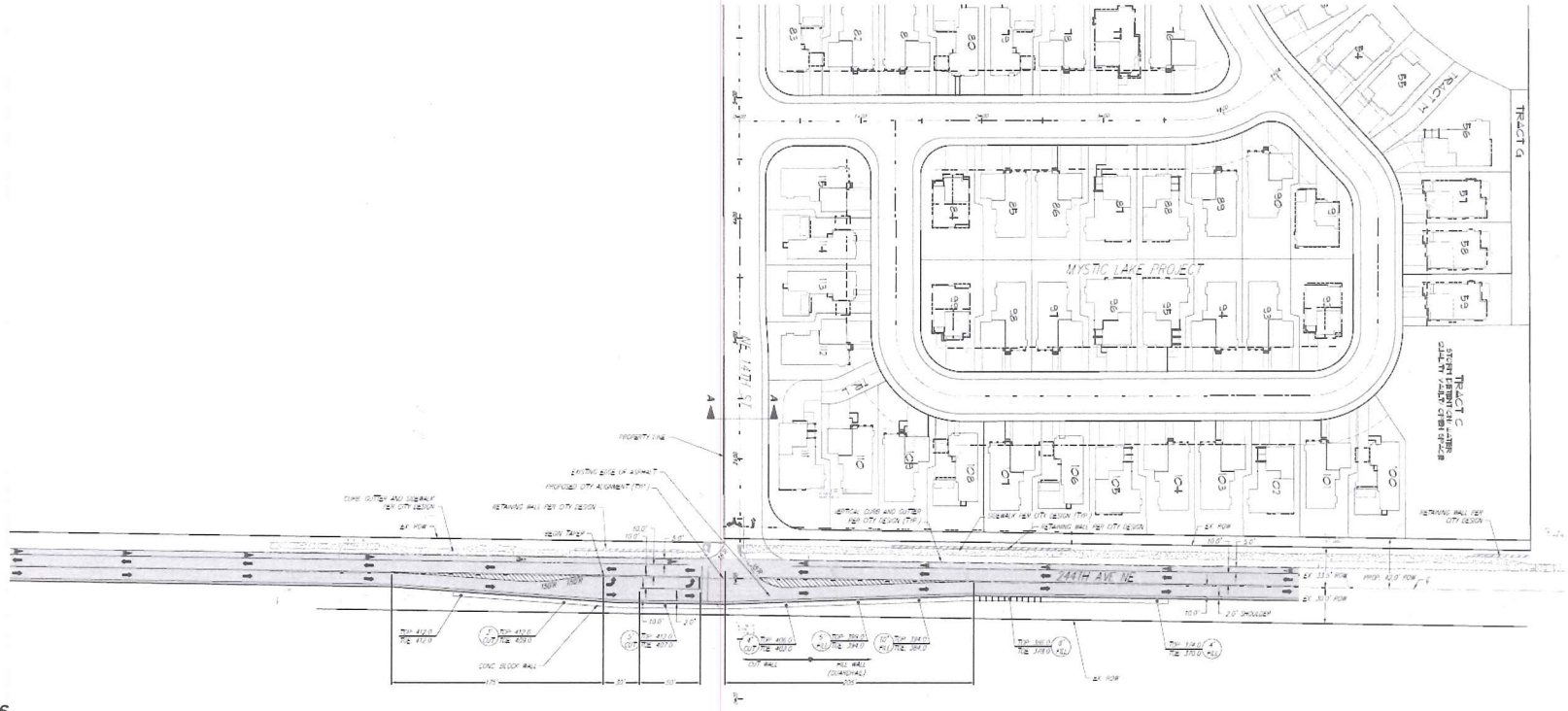
Parcel A:
The North Half of the South Half of the Northwest Quarter of the Southwest Quarter of Section 26, Township 25 North, Range 6 East, W. M., in King County, Washington.

Except the West 30 Feet Thereof Conveyed to King County for Road Purposes by Deed Recorded under Auditor's File No. 4781257.

Parcel B:
Lot 1 of King County Short Plat Number 378042, recorded under King County recording number 7809180868, Records of King County Auditor; Situate in the County of King, State of Washington.

ATTACHMENT C

244th Street/14th Street Interim Left Turn Improvement



NOTES

1. STORM WATER TO BE CONVEYED TO MYSTIC LAKE PROJECT EAST VAULT.
2. STREET ILLUMINATION TO UTILIZE EXISTING POWER POLES

SCALE: 1" = 40'

CORE DESIGN
ENGINEERING · PLANNING · SURVEYIN

MYSTIC LAKE PROPERTY

CONCEPTUAL INTERIM LEFT TURN IMPROVEMENTS

SAMMAMISH, WASHINGTON

JULY 9, 201.

45228_21

Exhibit 3

ATTACHMENT D
Ultimate Left Turn Improvement

King County

TWINS RIDGE PLAT
LEVEL II TRAFFIC IMPACT ANALYSIS
SUPPLEMENTAL REPORT

April 10, 2013

JTE . Jake Traffic Engineering, Inc.
Mark J. Jacobs, PE, PTOE, President
2614 39th Ave SW - Seattle, WA 98116 - 2503
Tel. 206.762.1978 - Cell 206.799.5692
E-mail jaketraffic@comcast.net

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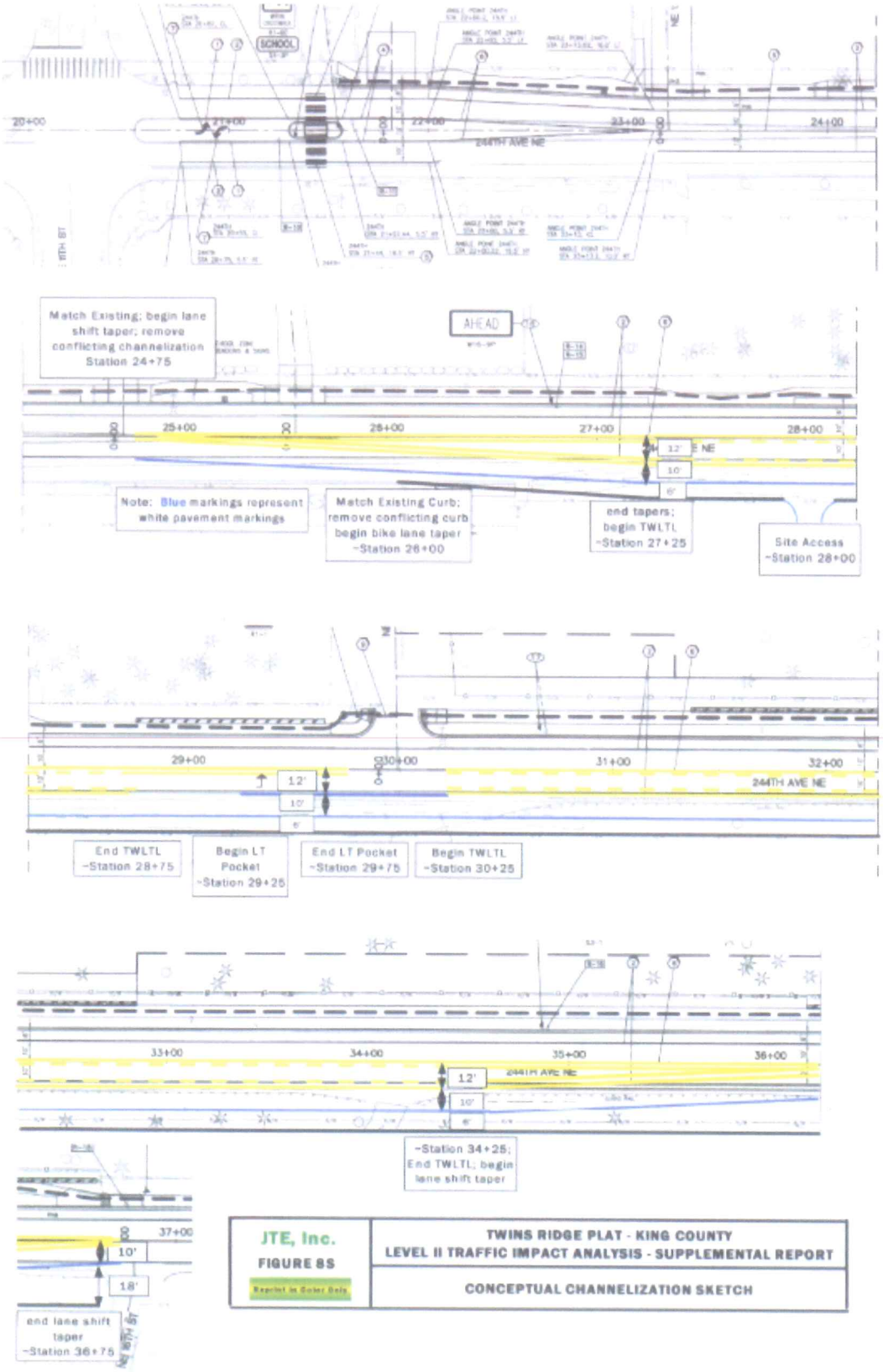
Exhibit 3



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ATTACHMENT E

Wetland Trail Extension

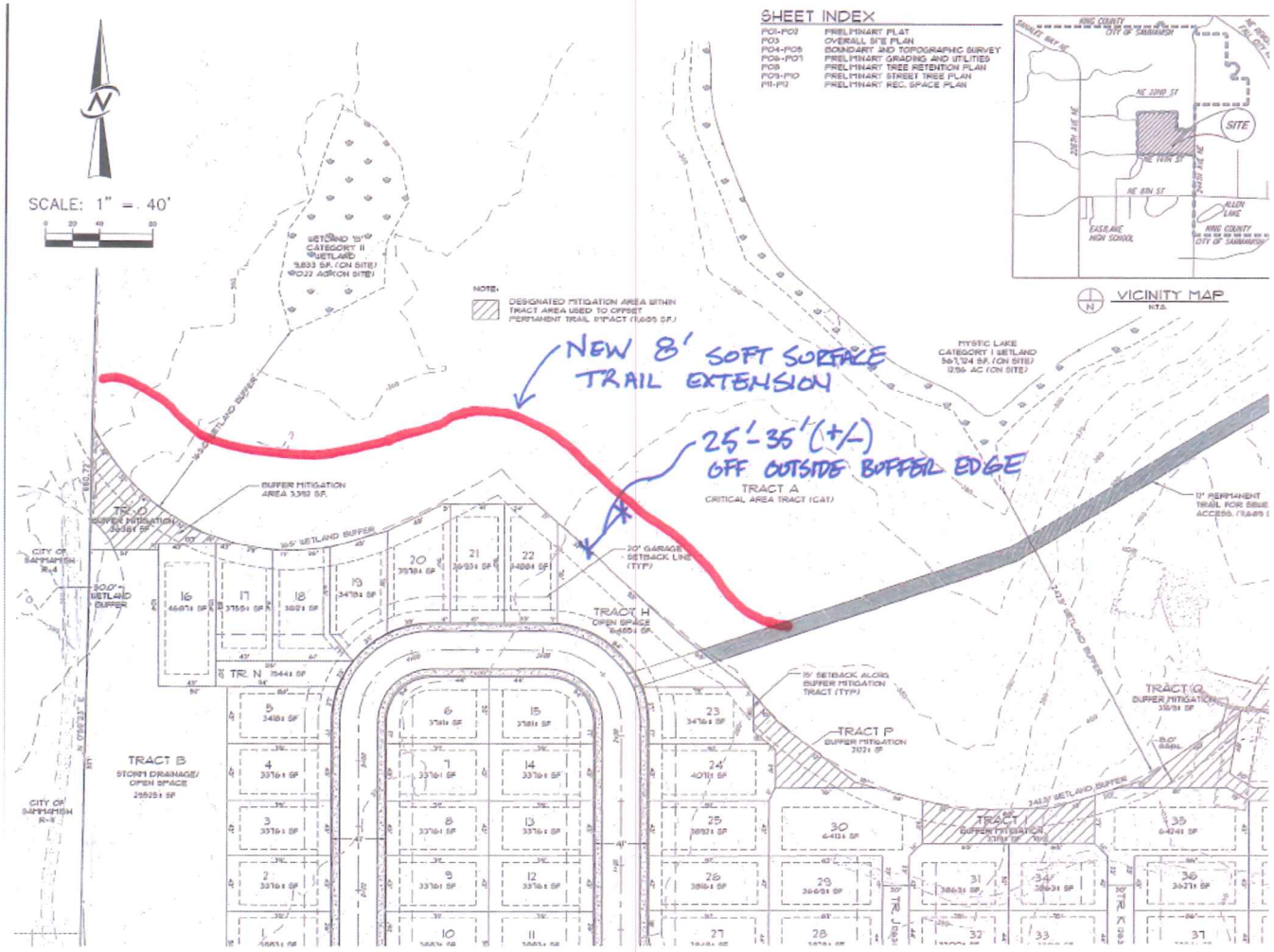

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Exhibit 3

ATTACHMENT F
Joint Comment Letter

July __, 2013

Comment Letter to KC DPER

Kim Claussen, Project Manager
Department of Permitting and Environmental Review
35030 SE Douglas St., Suite 210
Snoqualmie, WA 98065-0266

Re: King County File No. PLAT12-0001
King County File No. L12P0003
King County File No. L11P0001

Dear Ms. Claussen:

The City of Sammamish and TOLL WA LP (applicant for the above-reference subdivision) have reached agreement regarding mitigation measures and mitigation fees requested by the City for the above-referenced subdivision. The City and TOLL jointly ask the County to include the following mitigation measures as conditions of preliminary plat approval:

1. $9,500 per lot traffic mitigation fee paid to the City, with payment terms, timing and credits for improvements (including a potential interim left turn lane on 244th Ave. NE) as agreed to between the City and TOLL.
2. $1,700 per lot park mitigation fee paid to the City, with payment terms, timing and credits as agreed to between the City and TOLL.

With these mitigation measures, the City agrees that the impacts of the proposed subdivision have been fully mitigated and support approval.

TOLL: CITY:

_____ _____

45228_21

Canterbury Park Phase II (fka Mystic Lake II)

Exhibit 4

Comment #	HE Decision Page #	Category	Hearing Examiner Conditions of Approval Dated 11/22/2013	Staff Comments	Applicant's Reply
1	12	General Conditions	Compliance with all platting provisions of Title 19A of the King County Code.	Applicant has complied	The final plat is consistent with the provisions of Title 19A of the King County Code and SMC 19A.12.040.
2	12	Conditions to appear on the face of the final plat	All persons having an ownership interest in the subject property shall sign on the face of the final plat a dedication that includes the language set forth in King County Council Motion No. 5952.	Complete	The Phase II final plat has been prepared to comply with this form, and altered to benefit the City of Sammamish. TOLL WA LP is the sole owner of Phase II and an authorized representative will sign on behalf of TOLL WA LP. A updated subdivision guarentee dated 10/20/2016 is included in the final plat submittal for review.
3	12	Conditions to appear on the face of the final plat	The plat shall comply with the base density and minimum density requirements ofthe R-4 zone classification. All lots shall meet the minimum dimensional requirements of the R-4 zone classification or shall be shown on the face of the approved preliminary plat, whichever is larger, except that minor revisions to the plat which do not result in substantial changes may be approved at the discretion ofthe Department of Permitting and Environmental Review. Any/all plat boundary discrepancy shall be resolved to the satisfaction of DPER prior to the submittal of the final plat documents. As used in this condition, "discrepancy" is a boundary hiatus, an overlapping boundary or a physical appurtenance which indicates an encroachment, lines of possession or a conflict of title.	Complete	The plat conforms with the base density and minimum density requirements of the R-4 zone classification and all lots meet the minimum dimensional requirements unless approved on the face of the approved preliminary plat. Note: A revision to the Preliminary Plat Map was approved by King County DPER on January 23, 2014 that resulted in minor revisions. Additionally, minor revisions were made to the project for additional critical areas mitigation that was required. The Approved engineering plans for Phase I and Phase II reflect these revisions.
4	12	Prior to Final Construction Approval	All construction and upgrading of public and private roads shall be done in accordance with the King County Road Design and Construction Standards established and adopted by Ordinance No. 15753, as amended (2007 KCRD&CS).	Complete	King County DPER has approved Phase II engineering plans. Phase II public and private roads have been constructed in accordance with the approved engineering plans and were inspected by the city of Sammamish.
5	12	General Conditions	The applicant must obtain the approval of the King County Fire Protection Engineer for the adequacy of the fire hydrant, water main, and fire flow standards of Chapter 17.08 of the King County Code.	Complete	A Fire Systems Plan approval for Phase II water system, road profiles and fire hydrant locations was approved under FIRO14-0034 on June 9th 2015.
6A	12	General Conditions	The drainage facilities shall meet the requirements of the 2009 King County Surface Water Design Manual (KCSWDM). The west subbasin on the site drains to Mystic Lake and is subject to the Flood Problem (Level III) Flow Control and Basic Water Quality Requirements in the KCSWDM. The east subbasin is subject to the Conservation Flow Control and Basic Water Quality Requirements.	Complete	The project complies with conditions A. and B. King County DPER has approved Phase II final engineering plans which comply with these conditions. Phase II drainage facilities will be constructed per the approved plans.
6B	12	General Conditions	The baseline, undeveloped site condition shall be treated as 100% forested. In addition, it shall be demonstrated that all the acres in the west subbasin basin have been properly accounted for (i.e., either routed to a stonnwater vault or included in the analysis as bypass).	Complete	Same as above

Canterbury Park Phase II (fka Mystic Lake II)

Exhibit 4

Comment #	HE Decision Page #	Category	Hearing Examiner Conditions of Approval Dated 11/22/2013	Staff Comments	Applicant's Reply
7	12/13	Conditions to appear on the face of the final plat	To implement the required Best Management Practices (BMPs) for treatment of storm water, the final engineering plans and technical information report (TIR) shall clearly demonstrate compliance with all applicable design standards. The requirements for best management practices are outlined in Chapter 5 of the 2005 KCSWDM. The design engineer shall address the applicable requirements on the final engineering plans and provide all necessary documents for implementation. The final recorded plat shall include all required covenants, easements, notes, and other details to implement the required BMP's for site development. The required BMP's shall also be shown on the individual residential building permit applications upon submittal of the permits. The individual building permit applications shall also include the required covenants, easements, notes and other details to implement the BMP design.	Complete	The project meets the 2005 King County Storm Water Drainage Manual Best Management Practices (BMP) requirement using the 10% lot area reduction. A drainage adjustment was approved to allow for this project to meet the 10% lot area reduction on a site wide basis. To ensure each of the two phases of the Mystic Lake plat could stand alone, Phase I was designed such that when all lot area reductions within Phase I were combined, Phase I lots met and exceeded the 10% lot reduction requirement within Phase I. Phase II has been designed in the same manner and Phase II will meet or exceed the 10% lot reduction requirement within Phase II. Each lot within Phase II has an allowable impervious surface listed in Sheet #2 Note #11 of the final plat, which that lot will be bound to. Required individual lot covenants will be recorded against lots as part of the building permit approval process for each lot.
8	13	General Conditions	The 100-year floodplain for any onsite or adjoining streams, wetlands, and Mystic Lake, shall be shown on the engineering plans and the final plat per Special Requirement 2 of the 2009 KCSWDM.	Complete	The flood plain was depicted on both the Phase I and Phase II engineering plans. The 100-year flood plain is fully contained within Tract A of Phase I of Mystic Lake and is depicted on the face of the Phase I recorded plat. Canterbury Park – Phase I – King County Recording No. 20160315000945.
9	13	General Conditions	*The proposed subdivision shall comply with the 2007 King County Road Design and Construction Standards (KCRD&CS), including the following requirements:*	Applicant has complied	Phase I and Phase II were designed to comply with the 2007 King County Road Design and Construction Standards.
9a	13	General Conditions	**A**. Roads A, B, C, and D (the internal roads) shall be improved at a minimum to the urban subaccess street standard.	Complete	Phase I and Phase II approved engineering plans comply with this requirement. Phase I and Phase II were improved per the approved engineering plans.
9b	13	General Conditions	**B.** FRONTAGE: NE 14th Street (from 244th A venue NE west to Road D) shall be improved to the urban neighborhood collector street standard on the north side, providing 18 feet of pavement for the east 150 feet and 16 feet of pavement to Road D and a minimum 12 feet pavement width on the south side, including adequate drainage conveyance provisions per the KCRD&CS. This improvement shall be designed in general conformance with the Preliminary Grading and Utility Plan received May 30, 2013, unless otherwise approved by DPER.	Complete	Together, Phase I and Phase II approved engineering plans comply with this requirement. Phase I and Phase II were improved per the approved engineering plans.
9c	13	General Conditions	**C**. FRONTAGE: NE 14th Street (from Road D to the west plat boundary) shall be improved to the urban neighborhood collector half street standard, including adequate drainage conveyance provisions per the KCRD&CS. This improvement shall be designed in general conformance with the Preliminary Grading and Utility Plan received May 30, 2013, unless otherwise approved by DPER.	Complete	Phase II approved engineering plans comply with this requirement. Phase II has been improved per the approved engineering plans.

Canterbury Park Phase II (fka Mystic Lake II)

Exhibit 4

Comment #	HE Decision Page #	Category	Hearing Examiner Conditions of Approval Dated 11/22/2013	Staff Comments	Applicant's Reply
9d	13	Prior to/or concurrent with Final Plat	**D1**. Sufficient right-of-way shall be dedicated along the NE 14th Street frontage improvements above, including 1 foot behind the sidewalk, per the KCRD&CS. **D2.** Sufficient right-of-way shall be conveyed or dedicated to accommodate 42feet of right-of-way width, as measured from the existing centerline of244lh A venue NE, long the property's frontage.	Complete	Sufficient right-of-way is shown on the approved engineering plans for those portions where these requirements are applicable to Phase II and are proposed for dedication in the final plat map for Phase II.
9e	13	General Conditions	**E.** Joint Use Driveway (JUD) tracts shall be improved to the joint use driveway standard per Section 3.01 of the KCRD&CS. Notes regarding ownership and maintenance of the joint use driveways shall be shown on the final plat.	Complete	No joint use driveway tracts are included in Phase II. See Item 9F for language regarding private access tracts.
9f	13	Conditions to appear on the face of the final plat	**F.** Private Access Tracts (PAT) shall be improved to the private access tract standard per Section 2.09 of the KCRD&CS. Notes regarding ownership and maintenance of the private access tracts shall be shown on the final plat.	Complete	Phase II engineering plans comply with this requirement. Notes regarding ownership and maintenance of Private Access Tracts (PAT) are included on the Phase II final plat, Canterbury Park – Phase II, Sheet #2, Tract Notes.
9g	14	Conditions to appear on the face of the final plat	**G.** No direct access, with the exception of private access tracts and joint use driveways, shall be allowed to NE 14th Street. A note to this affect shall be shown on the final plat.	Complete	A. This restriction has been noted on the final plat, Canterbury Park - Phase II, sheet 2, note #10.
9h	14	General Conditions	**H.** A Road Variance (file no. VARR13-0011) is approved for this site. All conditions of approval for this variance shall be met prior to approval of the engineering plans. These conditions include a requirement for a gated emergency access to 244th A venue NE. A temporary emergency access easement shall be shown on the final/recorded plat. This easement may be relinquished when DPER or its successor agency deems it unnecessary.	Complete	Phase I and Phase II engineering plans have been approved and have been constructed based on compliance with the conditions of approval of road variance VARR13-0011.
9i	14	General Conditions	**I.** Modifications to the above road conditions may be considered according to the variance provisions in Section 1. 1 2 of the KCRD&CS.	Applicant has complied	No additional modifications to the above road conditions were considered.
10	14	General Conditions	*The applicant must obtain the approval of the King County Fire Marshal for the adequacy of the fire hydrant, water main, and fire flow standards of Chapter 17.08 of the King County Code.*	Complete	As noted in response to condition 5, a Fire Systems Plan approval for Phase II fire hydrants was obtained from the King County Fire Protection Engineer .

Canterbury Park Phase II (fka Mystic Lake II)

Exhibit 4

Comment #	HE Decision Page #	Category	Hearing Examiner Conditions of Approval Dated 11/22/2013	Staff Comments	Applicant's Reply
10a	14	General Conditions	**A**. Prior to or concurrent with the submission of engineering plans, the applicant shall do one of the following: **i.** Provide a recorded restriction on the development of all homes in the plat, in language approved by the King County Fire Marshal, to require sprinklers; or **ii.** Obtain the approval of the King County Fire Marshal to remove the sprinkler requirement from the subdivision by providing a minimum 20-foot wide fire lane with minimum 28-foot wide curb to curb internal roads with parking restricted to one side. Provide "No Parking- Fire Lane" signs and/or other markings approved by the Fire Marshal pursuant to KCC 17.04.420, provided signage dimensions and material specifications shall comply with the Manual on Uniform Traffic Control Devices (MUTCD). The homeowners association shall be responsible for monitoring and inspecting parking compliance and signage on a regular basis. DPER shall review and approve the relevant homeowner association covenants, conditions and restrictions language. A note referencing this requirement shall be recorded on the final plat.	Complete	**i)** The plat will not be recording a restriction requiring homes in the plat require sprinklers because the Fire Systems Plan approval of the hydrants, combined with, King County Fire Marshal approval of a Fire Lane Signage plan for Phase II, discussed in response to section ii. below will eliminate the need for the fire sprinkler requirement. **ii)** A Fire Systems Plan of the Hydrant Locations has been approved for Phase II. Phase II engineering plans were approved 3/22/16. A Signage plan was submitted and approved for Phase II by the city of Sammamish and includes fire lane signage specifications and locations. See responses to items B and C below for memorialization of requirments on the final plat.
10b	14	Conditions to appear on the face of the final plat	**B.** Appropriate provisions shall be made for maintenance of the fire lane signage, sign reflectivity and/or other markings by the homeowner's association, subject to approval and monitoring by the Fire Marshal pursuant to KCC 17.04.420.	Complete	Note #3 on sheet 2 of the final plat establishes the HOA obligation to maintain fire lane signage and an obligation to enforce the no parking requirement are also noted on the Phase II final plat, Canterbury Park – Phase II.
10c	14	Conditions to appear on the face of the final plat	**C.** A 3-foot wide private easement for installation and maintenance of the "No Parking - Fire Lane" signs shall be provided pursuant to conditions. Failure to privately maintain the signage and enforce parking restrictions may result in code enforcement action in accordance with King County Code Titles 17 and 21 or similar provisions for successor agencies.	Complete	A 3-foot wide easement is granted and conveyed to the Canterbury Park Homeowners Association over that portion of all lots and tracts immediately adjacent to and parallel with all public rights-of-way dedicated within the plat of Canterbury Park Phase II on sheet 2 Note #13 for placement of "No Parking – Fire Lane" sign.
10d	15	General Conditions	**D.** Note: Compliance with the requirements of approval from the King County Fire Marshal may require wider roadway sections than are called for in the 2007 King County Road Standards. A 36-foot wide (curb-to-curb) roadway is required to allow for parking without any restrictions.	Complete	Phase II will restrict parking to one side of all internal public rights-of-way with "No Parking-Fire Lane" signs to be installed per the approved Signage plan for Phase II.
10e	15	General Conditions	**E.** Permitted alternatives to roadways wider than required under the KCRD&CS would include either (1) the conveyance of a minimum 3-foot wide private easement abutting the public right-of-way for the private installation and HOA maintenance and enforcement of"No Parking Fire Lane" signs, and the installation of these signs, or, (2) installation of a fire suppression system meeting the requirements of the Fire Marshal in each unit/structure.	Complete	See response to condition A.ii. and condition D. above.
10f	15	Conditions to appear on the face of the final plat	**F.** A note referencing the selected alternative, as appropriate, shall be placed upon the final plat map- and the easement shown if alternative (1) is selected.	Complete	See response to condition A.ii. Above, and easement language referenced on the final plat, sheet 2, note #13
11	15	General Conditions	All utilities within proposed rights-of-way must be included within a franchise approved by the King County Council prior to final plat recording.	Complete	All franchise utilities are franchises approved by King County Council.

Canterbury Park Phase II (fka Mystic Lake II)

Exhibit 4

Comment #	HE Decision Page #	Category	Hearing Examiner Conditions of Approval Dated 11/22/2013	Staff Comments	Applicant's Reply
12	15	Conditions to appear on the face of the final plat	The applicant or subsequent owner shall comply with King County Code 14.75, Mitigation Payment System (MPS), by paying the required MPS fee and administration fee as determined by the applicable fee ordinance. The applicant has the option to either: (1) pay the MPS fee at the final plat recording, or (2) pay the MPS fee at the time of building permit issuance. If the first option is chosen, the fee paid shall be the fee in effect at the time of plat application and a note shall be placed on the face of the plat that reads, "All fees required by King County Code 14. 75, Mitigation Payment System (MPS), have been paid." If the second option is chosen, the fee paid shall be the amount in effect as of the date of building permit application.	Complete	A Traffic Mitigation fee deposit of 30% has been paid to the City of Sammamish per item #3 of the "MITIGATION AND SETTLEMENT AGREEMENT" between the city of Sammamish and Toll WA LP. This agreement negateds MPS fees in favor of traffic mitigation fees due to development of the project inside the city of Sammamish. The balance of the traffic impact fee is recorded on sheet 2, Note #4 of the Final Plat.
13	15	Conditions to appear on the face of the final plat	Lots within this subdivision are subject to King County Code 21A.43, which imposes impact fees to fund school system improvements needed to serve new development. As a condition of final approval, 50 percent of the impact fees due for the plat shall be assessed and collected immediately prior to the recording, using the fee schedules in effect when the plat receives final approval. The balance of the assessed fee shall be allocated evenly to the dwelling units in the plat and shall be collected prior to building permit issuance.	Complete	50% of the School Impact fees have been paid as required prior to recording of the Phase II final plat, Canterbury Park – Phase II. The balance will be allocated evenly to the dwelling units in the plat and will be collected prior to building permit issuance. A note to this effect is on the Phase II final plat, Canterbury Park – Phase II, sheet 2, Note #5.
14	15	Prior to Final Construction Approval	The proposed subdivision shall comply with the Critical Areas code as outlined in KCC 21A.24. Permanent survey markings and signs, as specified in KCC 21A.24.160, shall also be addressed prior to final approval. Temporary marking of critical areas and their buffers (e.g. with bright orange construction fencing) shall be placed on the site and shall remain in place until all construction activities are complete.	Complete	1) The approved Phase II engineering plans reflect this condition and Phase II final plat reflects this condition. Critical Areas signs have been installed in locations as noted on the approved Phase II engineering plans.
15	15	General Conditions	*Preliminary plat review has identified the following specific requirements which apply to this project. All other applicable requirements from KCC 21A.24 shall also be addressed by the applicant:*	Applicant has complied	Noted.
15a	15	General Conditions	**A.** The Critical Areas shown on the site plan received May 30, 2013 have been verified and approved by King County DPER staff.	Complete	Noted
15b	16	General Conditions	**B.** The Category 1 wetland in the east basin shall have a 217.5-foot buffer as measured from the wetland edge. The Category 11 wetland shall have a 140 footbuffer as measured from the wetland edge. These buffers may utilize buffer averaging. The buffers may also be reduced a 25-foot maximum, subject to BMPs per KCC 21A.24.	Complete	Critical Areas Buffers were shown on the approved Phase I engineering plans and the approved Phase II engineering plans. Buffer averaging and buffer reduction options are noted.
15c	16	General Conditions	**C.** A final buffer averaging/mitigation plan with planting, if proposed, shall be submitted during engineering review.	Complete	Final Buffer Mitigation plans were included in both the approved Phase I engineering plans and the approved Phase II engineering plans.

Canterbury Park Phase II (fka Mystic Lake II)

Comment #	HE Decision Page #	Category	Hearing Examiner Conditions of Approval Dated 11/22/2013	Staff Comments	Applicant's Reply
15d	16	General Conditions	**D.** The wetlands and buffers shall be placed in Critical Area Tracts (CAT) for long term protection. Fencing (split rail or equivalent) of the CAT is required.	Complete	A. Both the Category I and Category II wetland were place within Tract A of the recorded plat of Canterbury Park – Phase II– King County Recording No. 20160315000945. Note: Tract A had fence and critical area signs installed as part of Phase I construction. There is an offsite wetland located west of the site that has a 50' buffer that partially overlaps into Phase II. This buffer is located within Tract K as depicted on the approved Phase II engineering plans and will be located within Tract L on the Phase II final plat, Canterbury Park – Phase II.
15e	16	General Conditions	**E.** A 15-foot building set back line (BSBL) is required from the edge of the CAT and shown on all affected lots. The BSBL does not apply to paved roads, driveways and structural and non-structural fill.	Complete	The 15' BSBL line for setbacks from the edge of the Critical Area Tract (CAT) is shown on all lots abutting CAT boundaries from Phase I and the CAT located within Phase II. This is reflected on the approved Phase II engineering plans and is reflected on the Phase II final plat, Canterbury Park – Phase II where applicable.
15f	16	General Conditions	**F.** The final mitigation plan, if any, shall include three years of monitoring and a financial guarantee to assure long term implementation and success.	Complete	No Critical Area Mitigation is required as part of Phase II construction. All critical area mitigation was completed with Phase I construction. A Critical Areas Bond (FING14-0075, Bond No. 81961961) was posted prior to the start of construction of Phase I. An Agreement to Complete Critical Area Mitigation and/or Restoration FING14-0075 was submitted at the same time as the Critical Areas Bond and outlines the requirements for commencement and completion of monitoring.
15g	16	Prior to Final Construction Approval	**G.** Prior to construction activities the CAT boundaries shall be clearly marked with both bright orange construction and erosion control fencing. The fencing shall remain in place until all construction activities are complete.	Complete	All Critical Area fencing and signage around the perimeter of Tract A, Phase I was installed with Phase I construction. Fencing along Tract K (Tract L on Phase II final plat) as depicted on the approved Phase II engineering plans will be installed with Phase II construction.

Canterbury Park Phase II (fka Mystic Lake II)

Comment #	HE Decision Page #	Category	Hearing Examiner Conditions of Approval Dated 11/22/2013	Staff Comments	Applicant's Reply
15h	16	General Conditions	**H.** The engineering plans shall be submitted and reviewed by Critical Areas Staff. In particular, the plans shall address possible steep slope hazards in the vicinity of Lot 50 and potentially Lot 34.	Complete	A. Steep slope hazards were addressed during completion of engineering plans for Phase I and Phase II. Easements, and buffers as needed to mitigate for any steep slope hazards are reflected on the approved Phase I engineering plans and approved Phase II engineering plans. No specific steep slope buffers or critical area BSBL's from a steep slope impact Phase II lots as the Category I Wetland buffer resulted in greater buffer impacts. As noted the Category I Wetland was contained within Tract A of the recorded plat of Canterbury Park – Phase II– King County Recording No. 20160315000945. The 15' bsbl from the critical area buffer is shown on the Phase II lots where they abut Tract A of Phase I on both the approved Phase I engineering plans and the Phase II final plat, Canterbury Park – Phase II.
15i	16	General Conditions	**I.** The sewer line trail within the buffer is an allowed alteration subject to mitigation. A conceptual mitigation plan has been reviewed and approved by Critical Areas Staff. The impact of the unstable soils in the vicinity of exploration pit EP-18 on the sewer line shall be addressed in those engineering plans.		This condition was addressed with Phase I.
15j	16/17	Conditions to appear on the face of the final plat	15J. The following note shall be shown on the final engineering plan and recorded plat: **RESTRICTIONS FOR CRITICAL AREA TRACTS AND CRITICAL AREAS AND BUFFERS** Dedication of a critical area tract/critical area and buffer conveys to the public a beneficial interest in the land within the tract/critical area and buffer. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, and protection of plant and animal habitat. The critical area tract/critical area and buffer imposes upon all present and future owners and occupiers of the land subject to the tract/critical area and buffer the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the tract/critical area and buffer. The vegetation within the tract/critical area and buffer may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the King County Department of Permitting and Environmental Review or its successor agency, unless otherwise provided by law. The common boundary between the tract/critical area and buffer and the area of development activity must be marked or otherwise flagged to the satisfaction of King County prior to any clearing, grading, building construction or other development activity on a lot subject to the critical	Applicant has complied - only change is "King County" replaced with "Sammamish"	The note is shown on the approved Phase II engineering plans and the Phase II final plat, Canterbury Park – Phase II, Sheet 3, Sensitive Area Provisions.

Canterbury Park Phase II (fka Mystic Lake II)

Comment #	HE Decision Page #	Category	Hearing Examiner Conditions of Approval Dated 11/22/2013	Staff Comments	Applicant's Reply
			area tract/critical area and buffer. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the critical area are completed. No building foundations are allowed beyond the required 15-foot building setback line, unless otherwise provided by law.		
16	17	Conditions to appear on the face of the final plat	A homeowners' association or other workable organization shall be established to the satisfaction ofDPER which provides for the ownership and continued maintenance of the recreation tracts and critical area tracts. An easement shall be provided to King County over the recreation tract for maintenance of the storm water facilities.	Complete	The **Canterbury Park Homeowners Association** has been incorporated and ownership and maintenance obligations for recreation tracts and critical areas tracts have been spelled out on both the recorded plat of Canterbury Park – Phase II– King County Recording No. 20160315000945, and the Phase II final plat, Canterbury Park – Phase II, Sheet 1, Note 1.
17	17	General Conditions	*Suitable recreation space shall be provided consistent with the requirements of KCC 21A.l4.180 and KCC 21A. 14.190 (i.e., sport court[s], children's play equipment, picnic table[s), benches, etc.).*	Complete	Noted.
17a	17	General Conditions	**A.** A detailed recreation space plan (i.e., location, area calculations, dimensions, landscape specs, equipment specs, etc.) shall be submitted for review and approval by DPER and King County Parks prior to or concurrent with the submittal of engineering plans. The plans must include additional recreation facilities per KCC 21 A.l4 .180E, and fencing and landscaping along the road perimeter to alleviate potential conflicts between users of recreation tract and vehicles.	Complete	Approved Phase II engineering plans include an approved recreation space plan, including fencing and landscaping as required, in Tract K of the Final Plat.
17b	17	Prior to/or concurrent with Final Plat	**B**. A performance bond for recreation space improvements shall be posted prior to recording of the plat.	Complete	A maintenance bond will be posted for recreation improvements prior to final plat recording, as all improvements are complete and inspected.
18	17	General Conditions	Zipper lots shall comply with the requirements ofKCC 21A.l4.030. Appropriate notes shall be shown on the engineering plans and final plat.	Complete	Note as discussed above under item 9)H. the approved Road Variance VARR13-0011 also allowed for standard driveway openings for zipper lots within both Phase I and Phase II to be increased from a maximum of 30 feet to a maximum of 35 feet as well as a 1-foot offset of the driveway from the adjacent property line to better accommodate shared driveway configurations. This variance was has been noted on the Phase II final plat, Canterbury Park – Phase II, sheet 2 Note #16 and references lots to which this would be applicable.
19	17	Prior to Final Construction Approval	The existing well shall be abandoned per DOE requirements.	Complete	The existing wells were abandoned during site demolition pior to Phase I. A termination of well covenant was recorded prior to the recording of the Phase I final plat.
20	17	General Conditions	*Street trees shall be provided as follows (per KCRD & CS 5.03 and K.C.C. 21A.16.050):*	Applicant has complied	Noted.
20a	17	General Conditions	**A.** Trees shall be planted at a rate of one tree for every 40 feet of frontage along all roads. Spacing may be modified to accommodate sight distance requirements for driveways and intersections.	Complete	A street tree plan meeting these requirements is part of the approved Phase II engineering plans.

Canterbury Park Phase II (fka Mystic Lake II)

Exhibit 4

Comment #	HE Decision Page #	Category	Hearing Examiner Conditions of Approval Dated 11/22/2013	Staff Comments	Applicant's Reply
20b	18	General Conditions	**B.** Trees shall be located within the street right-of-way and planted in accordance with Drawing No. 5-009 of the 1993 King County Road Standards, unless King County Department of Transportation determines that trees should not be located in the street right-of-way.	Complete	The majority of Phase II trees will be located on lots and not in right of way as depicted on the approved Phase II engineering plans.
20c	18	General Conditions	**C.** If King County determines that the required street trees should not be located within the right-of-way, they shall be located no more than 20 feet from the street right-of-way line.	Complete	A street tree plan meeting these requirements is part of the approved Phase II engineering plans.
20d	18	Conditions to appear on the face of the final plat	**D.** The trees shall be owned and maintained by the abutting lot owners or the homeowners association or other workable organization unless the county has adopted a maintenance program. Ownership and maintenance shall be noted on the face of the final recorded plat.	Complete	The Phase II final plat, Canterbury Park - Phase II Sheet #2 Note #8 directs that Street Trees shall be owned and maintained by Canterbury Park Homeowners association.
20e	18	General Conditions	**E.** The species of trees shall be approved by DPER if located within the right-of-way, and shall not include poplar, cottonwood, soft maples, gum, any fruitbearing trees, or any other tree or shrub whose roots are likely to obstruct sanitary or storm sewers, or that is not compatible with overhead utility lines.	Complete	A street tree plan meeting these requirements is part of the approved Phase II engineering plans.
20f	18	Prior to/or concurrent with Final Plat	**F.** The applicant shall submit a street tree plan and bond quantity sheet for review and approval by DPER prior to engineering plan approval.	Complete	A street tree plan is part of the approved Phase II engineering plans. Additionally a street tree Bond Quantity work sheet was submitted to King County for review prior to engineering plan approval, and resubmitted to Sammamish after completion for the purpose of obtaining a Maintenance and defect bond.
20g	18	General Conditions	**G.** The applicant shall contact Metro Service Planning at (206) 684-1622 to determine if 244th Avenue NE is on a bus route. If so, the street tree plan shall also be reviewed by Metro.	Applicant has complied	This comment is only applicable to Phase I.
20h	18	Prior to/or concurrent with Final Plat	**H.** The street trees must be installed and inspected, or a performance bond posted prior to recording of the plat. If a performance bond is posted, the street trees must be installed and inspected within one year of recording of the plat. At the time of inspection, if the trees are found to be installed per the approved plan, a maintenance bond must be submitted or the performance bond replaced with a maintenance bond, and held for one year. After one year, the maintenance bond may be released after DPER has completed a second inspection and determined that the trees have been kept healthy and thriving.	Complete	Phase II street trees have been installed and inspected. A maintenance bond for a period of (1) year is in place.
20 (cont)	18	Prior to Final Construction Approval	A landscape inspection fee shall also be submitted prior to plat recording. The inspection fee is subject to change based on the current county fees.	Complete	Fees for plat inspections were paid to the City of Sammamish upon transfer of permitting and inspection responsibilities for this project.

Exhibit 4

Exhibit 5

VOL/PG

CANTERBURY PARK

PHASE II

NE 1/4 & NW 1/4 SE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
SE 1/4 & SW 1/4 NE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON, AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF SAMMAMISH.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE VEGETATION, DRAINAGE OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF SAMMAMISH, ITS SUCCESSOR OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS.

TOLL WA LP, A WASHINGTON LIMITED PARTNERSHIP
BY: TOLL WA GP CORP, A WASHINGTON CORPORATION
ITS: GENERAL PARTNER

_____
BY: KELLEY MOLDSTAD
ITS: DIVISION PRESIDENT

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KELLEY MOLDSTAD IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE DIVISION PRESIDENT OF TOLL WA GP CORP., A WASHINGTON CORPORATION, THE GENERAL PARTNER OF TOLL WA LP, A WASHINGTON LIMITED PARTNERSHIP TO BE THE FREE AND VOLUNTARY ACT OF SUCH ENTITY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED December 01, 2016

_____
(SIGNATURE OF NOTARY)

JEFF PETERSON
(LEGIBLY PRINT OR STAMP NAME OF NOTARY)
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT CARNATION
MY APPOINTMENT EXPIRES 06-13-2017

JEFF PETERSON
Commission Expires
NOTARY PUBLIC
06-13-2017
STATE OF WASHINGTON

LEGAL DESCRIPTION

TRACT X, CANTERBURY PARK PHASE I, AS PER PLAT RECORDED IN VOLUME 272 OF PLATS, AT PAGES 77 THROUGH 85, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

RESTRICTIONS OF RECORD

FROM TITLE RESOURCES 8TH SUBDIVISION GUARANTEE ORDER NO. 40136533 DATED 7, OCTOBER 2016:

1. SUBJECT TO THE NOTICE OF TAP OR CONNECTION CHARGES WHICH HAVE BEEN OR WILL BE DUE IN CONNECTION WITH DEVELOPMENT OR RE-DEVELOPEMENT OF THE LAND AS DISCLOSED BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS; 20040414002865, 20041201000040, 20110106000751, 20110106000800, 20110106000801, 20110106000802, 20110106000803, 20141201000777, 20141201000779, 20150824000615, AND 20150824000617.
2. SUBJECT TO RESERVATIONS CONTAINED IN DEED FROM WEYERHAEUSER TIMBER COMPANY RECORDED UNDER RECORDING NO. 4277963, RESERVING ALL OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME.
3. SUBJECT TO AN EASEMENT FOR ROADWAYS AS RECORDED UNDER RECORDING NUMBER 5320796.
4. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AS RECORDED UNDER RECORDING NUMBER 7706100017.
5. SUBJECT TO AN AGREEMENT FOR ROADWAY MAINTENANCE AS RECORDED UNDER RECORDING NUMBER 8305100837.
6. SUBJECT TO THE TERMS AND CONDITIONS OF A SENSITIVE AREA NOTICE AS RECORDED UNDER RECORDING 20010515002214.
7. SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF NOTING AN OBLIGATION TO CONSTRUCT DEA WATER AND SEWER IMPROVEMENTS AS RECORDED UNDER RECORDING NUMBER 20120905001280.
8. SUBJECT TO SEWER CAPACITY CHARGES LEVIED BY KING COUNTY AND/OR THE CITY OF SAMMAMISH IN CONNECTION WITH THE DEVELOPMENT OF PREMISES.
9. SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF NOTING AN OBLIGATION TO CONSTRUCT DEA WATER AND SEWER IMPROVEMENTS AS RECORDED UNDER RECORDING NUMBER 20140929000570.
10. SUBJECT TO AN EASEMENT TO PUGET SOUND ENERGY AS RECORDED UNDER RECORDING NUMBER 20150424001098.
11. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THE PLAT OF CANTERBURY PARK, RECORDED UNDER KING COUNTY RECORDING NO. 20160315000945.
12. SUBJECT TO AN AGREEMENT FOR REIMBURSEMENT FOR WATER AND SEWER SERVICE AS RECORDED UNDER RECORDING NUMBER 20160706000090.

CITY OF SAMMAMISH APPROVALS

EXAMINED AND APPROVED PER SMC 19A.16 THIS _____ DAY OF _____ 20 _____.

_____
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SAMMAMISH

_____
CITY ENGINEER, CITY OF SAMMAMISH

_____
MAYOR, CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____ _____
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER: 2725069022

KING COUNTY FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL. THIS _____ DAY OF _____, 20____.

_____ _____
MANAGER, KING COUNTY FINANCE DIVISION DEPUTY

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF CANTERBURY PARK PHASE II, IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

CHRISTOPHER SHANE BARNES
STATE OF WASHINGTON
35145
REGISTERED
PROFESSIONAL LAND SURVEYOR

_____
CHRISTOPHER SHANE BARNES, P.L.S.
CERTIFICATE NO. 35145
MEAD GILMAN & ASSOCIATES
P.O. BOX 289 WOODINVILLE, WA 98072
PHONE: (425) 486-1252

11/28/16

RECORDING CERTIFICATE

RECORDING NO. _____

FILED FOR RECORD AT THE REQUEST OF THE CITY OF SAMMAMISH COUNCIL THIS _____ DAY OF _____, 20_____. AT _____ MINUTES PAST _____M. AND RECORDED IN VOLUME_____ OF PLATS, PAGE(S) _____, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

_____ _____
MANAGER SUPERINTENDENT OF RECORDS

M G & A
Mead Gilman & Assoc.
Professional Land Surveyors
P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

VOL/PG

CITY OF SAMMAMISH FILE NO. FSUB2016-00128

JOB NO. 11074
SHEET 1 OF 7

Exhibit 5

VOL/PG

CANTERBURY PARK

PHASE II

NE 1/4 & NW 1/4 SE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
SE 1/4 & SW 1/4 NE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
KING COUNTY, WASHINGTON

NOTES:

1. ALL LOTS WITHIN PHASE II OF CANTERBURY PARK SHALL BE MEMBERS OF THE CANTERBURY PARK HOMEOWNERS ASSOCIATION. THE ARTICLES OF INCORPORATION FOR THE CANTERBURY PARK HOMEOWNERS ASSOCIATION (HOA) ARE ON FILE WITH THE STATE OF WASHINGTON. THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS, OF THE CANTERBURY PARK HOMEOWNERS ASSOCIATION, INCLUDING AMENDMENTS THERETO, SHALL BE RECORDED AND THIS PLAT AND ALL SUBSEQUENT PHASES OF THIS PLAT, SHALL BE SUBJECT TO THE CONDITIONS THEREOF.

2. ALL BUILDING DOWNSPOUT, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS NO. **P-4426** ON FILE WITH DPER AND/OR KING COUNTY DEPARTMENT OF TRANSPORTATION. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION OF ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, OR INDIVIDUAL LOT DISPERSION SYSTEMS, THE SYSTEMS SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT AND SHALL COMPLY WITH PLANS ON FILE.

3. THE CANTERBURY PARK HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND ENFORCEMENT OF THE "NO PARKING FIRE LANE" SIGNS INSTALLED ALONG THE ROADWAYS WITHIN THIS PLAT. THE CANTERBURY PARK HOMEOWNERS ASSOCIATION IS HEREBY GRANTED THE AUTHORITY AND RESPONSIBILITY FOR MONITORING AND INSPECTING PARKING COMPLIANCE AND SIGNAGE ON A REGULAR BASIS; PER THE APPROVED FIRE ACCESS, NO PARKING AGREEMENT. SEE NOTE 13 BELOW FOR "FIRE SIGN" EASEMENT.

4. THIRTY PERCENT OF THE TRAFFIC IMPACT FEES HAVE BEEN PAID IN ACCORDANCE WITH CITY OF SAMMAMISH ORDINANCE NUMBER 2006-028. THIS APPLIES TO LOTS 66-115.

5. PURSUANT TO CHAPTER 21A.105 SMC, FIFTY PERCENT OF THE SCHOOL IMPACT FEES WERE PAID AT FINAL PLAT. FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE.

6. THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN NO. **P-4426** ON FILE WITH PERMITTING. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM THE PROPER AGENCY, CURRENTLY THE DEPARTMENT OF PERMITTING.

7. THE HOUSE ADDRESS SYSTEM FOR THIS PLAT SHALL BE AS FOLLOWS:
   1405-1492 241ST AVE NE
   23908-24122 NE 15TH WAY
   24006-24086 NE 14TH ST
   1415-1498 240TH AVE NE
   1410-1481 239TH AVE NE

   INDIVIDUAL ADDRESS SHALL BE ASSIGNED TO THE PRINCIPAL ENTRANCE OF EACH RESIDENCE OR BUILDING AT THE TIME OF BUILDING PERMIT ISSUANCE.

8. STREET TREES PURSUANT SHALL BE OWNED AND MAINTAINED BY THE CANTERBURY PARK HOMEOWNERS ASSOCIATION.

9. THE OWNERS OF THE LOTS WITHIN THE PLAT OF CANTERBURY PARK ARE RESPONSIBLE FOR AND SHALL HAVE THE OBLIGATION TO PROVIDE THAT THE CANTERBURY PARK HOMEOWNERS ASSOCIATION (HOA) CONTINUES TO BE A VIABLE AND FUNCTIONAL LEGAL ENTITY. THE HOA SHALL OWN AND MAINTAIN THE TRACTS AND EASEMENTS AS INDICATED HEREIN. THIS OBLIGATION SHALL BE A COVENANT THAT RUNS WITH THE LAND AND IS BINDING UPON THE OWNERS OF ALL LOTS WITHIN SAID PLAT.

10. NO DIRECT VEHICLE ACCESS TO NE 14TH STREET SHALL BE ALLOWED, EXCEPT FOR PRIVATE ACCESS TRACTS AND JOINT USE DRIVEWAYS.

11. SINGLE FAMILY RESIDENCES AND OTHER IMPROVEMENTS CONSTRUCTED ON THE LOTS WITHIN THIS SUBDIVISION MUST IMPLEMENT THE FLOW CONTROL BEST MANAGEMENT PRACTICES AS DESCRIBED IN APPENDIX C OF THE 2005 KING COUNTY SURFACE WATER DESIGN MANUAL (2005 KCSWDM). THE SPECIFIC FLOW CONTROL BMP USED BY LOTS WITHIN THIS SUBDIVISION IS REDUCED IMPERVIOUS SURFACE. THE REDUCED IMPERVIOUS SURFACE FLOW CONTROL BMP REQUIREMENT FOR THIS SUBDIVISION IS BEING MET PROJECT WIDE ACROSS ALL LOTS WITHIN THE SUBDIVISION. TO ENSURE THIS REQUIREMENT IS MET, THE LOTS WITHIN THIS SUBDIVISION ARE RESTRICTED TO THE ALLOWABLE IMPERVIOUS AREA LISTED BELOW AND AS SHOWN ON THE APPROVED MYSTIC LAKE - PHASE II PLANS AND PROFILE (P-4426) SHEET 13, APPROVED 3/22/16. COMPLIANCE WITH THIS STIPULATION MUST BE ADDRESSED IN THE SMALL PROJECT DRAINAGE PLAN SUBMITTED FOR DRAINAGE REVIEW WHEN AN APPLICATION IS MADE FOR A SINGLE FAMILY RESIDENTIAL BUILDING PERMIT FOR EACH LOT. LOT NUMBERS ON THE APPROVED ENGINEERING SHEET 13 HAVE BEEN RENUMBERED. LOTS 1-5 FROM THE APPROVED ENGINEERING PLANS ARE NUMBERED 107-103 ON THIS FINAL PLAT RESPECTIVELY; LOTS 6-9 FROM THE APPROVED ENGINEERING PLANS ARE ARE NUMBERED 111-108 ON THIS FINAL PLAT RESPECTIVELY; LOTS 10-13 FROM THE APPROVED ENGINEERING PLANS ARE NUMBERED 115-112 ON THIS FINAL PLAT RESPECTIVELY. LOTS 14-46 FROM THE APPROVED ENGINEERING PLANS ARE NUMBERED 102-70 ON THIS FINAL PLAT RESPECTIVELY; LOTS 61-64 FROM THE APPROVED ENGINEERING PLANS ARE ARE NUMBERED 66-69 ON THIS FINAL PLAT RESPECTIVELY A REDUCED IMPERVIOUS SURFACE CREDIT COVENANT AND GRANT OF EASEMENT WITH THE REQUIRED TEXT OF INSTRUCTION SHALL BE RECORDED PRIOR TO ISSUING A BUILDING PERMIT ON ANY OF THE LOTS WITHIN THIS PLAT. THE ALLOWABLE IMPERVIOUS SURFACE ON EACH LOT IS SET OUT BELOW. LOT NUMBERING BELOW CORRESPONDS TO THE NUMBERING ON THE FACE OF THIS PLAT.

LOT	SQ. FT.	LOT	SQ. FT.	LOT	SQ. FT.	LOT	SQ. FT.	LOT	SQ. FT.
66	2900	76	2775	86	3100	96	3000	106	2300
67	2700	77	2700	87	3100	97	3000	107	2300
68	2700	78	2700	88	3600	98	3000	108	2700
69	3000	79	3600	89	2700	99	3000	109	2700
70	2900	80	3100	90	2100	100	3000	110	2700
71	3000	81	3100	91	2000	101	3000	111	2550
72	3200	82	2900	92	2000	102	3400	112	2800
73	3000	83	2700	93	2700	103	2300	113	2700
74	2800	84	2700	94	3000	104	2300	114	2700
75	2600	85	2900	95	3100	105	2300	115	2650

12. ALL FRONTAGE DRAINAGE PIPES FOR DOWNSPOUTS AS SHOWN ON PLAN SHEET 13 OF PLANS P-4426 WITHIN THE 10 FOOT AND 5 FOOT UTILITY EASEMENT AREA, AS GRANTED AND CONVEYED UNDER THIS PLAT'S UTILITY EASEMENT PROVISIONS ON SHEET 3, SHALL BE MAINTAINED BY THE OWNERS OF THE LOTS THAT USE THESE PIPES TO CONVEY THE HOUSE DOWNSPOUT RUNOFF TO THE STREET DRAINAGE SYSTEM. THE COST OF THE MAINTENANCE SHALL BE SHARED EQUALLY BY THE OWNERS OF THAT PORTION OF THE DRAINAGE SYSTEM USED IN COMMON. AN EASEMENT IS HEREBY GRANTED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE OWNERS OF THE LOTS THAT USE THE DRAINAGE SYSTEM FACILITIES, OVER LOTS ENCUMBERED WITH SUCH FACILITIES, FOR ACCESS TO REPAIR OR REPLACE SAID DRAINAGE SYSTEM FACILITIES.

13. AN EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR "FIRE LANE" SIGNS OVER AND UPON THE EXTERIOR 3 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC RIGHT OF WAY FRONTAGE OF LOTS 66-78, 83,84, 89-100, AND 103-115.

14. PRIVATE STORM DRAINAGE EASEMENTS AS DEPICTED HEREON ARE HEREBY GRANTED AND CONVEYED FOR THE BENEFIT OF INDIVIDUAL LOTS SPECIFIED BELOW. THE RESPONSIBILITY OF AND THE COSTS FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE STORM DRAINAGE LINES AND APPURTENANCES LOCATED WITHIN SAID PRIVATE EASEMENTS SHALL BE BORNE IN EQUAL PARTS BY THOSE OWNERS BENEFITING FROM SAID EASEMENTS, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE COST OF MAINTENANCE AND/OR REPAIR ABOVE THEIR POINT OF CONNECTION.

   OVER LOTS 71-76 & 78 FOR THE BENEFIT OF LOTS 70-77.

15. ALL FRONT PROPERTY CORNERS HAVE BEEN REFERENCED BY A LEAD PLUG AND TACK, WITH AN LS WASHER STAMPED 35145 SET AT THE EXTENSION OF THE PROPERTY LINE TO THE TOP OF CURB. SEE TABLE ON SHEET 3 FOR OFFSET DISTANCES FROM PLUG TO FRONT CORNER.

16. KING COUNTY ROAD VARIANCE VARR13-0011 APPROVED ON SEPTEMBER 19, 2013 ALLOWS FOR A 35 FOOT WIDE DRIVEWAY DROP AND A REDUCED DRIVEWAY OFFSET OF 1 FOOT FOR ZIPPER LOTS WITHIN THIS PLAT. THE VARIANCE IS APPLICABLE TO LOTS 74-77 INCLUSIVE. SAID LOTS SHALL MEET THE REQUIREMENT OF KCC 21A.14-0180.

17. A PRIVATE LANDSCAPE EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT OVER THOSE PORTIONS OF LOTS 66, 77, 78, 83, 84, 89, 90, 107, 108 AND 115 AS GRAPHICALLY DEPICTED HEREIN ON SHEETS 5-7 OF THIS PLAT FOR THE PURPOSE OF INSTALLING AND MAINTAINING LANDSCAPING AND IRRIGATION. THE HOA SHALL BE RESPONSIBLE FOR MAINTENANCE OF LANDSCAPING WITHIN SAID EASEMENT AREA AND THE COST THEREOF. SHOULD THE HOA FAIL TO PROPERLY MAINTAIN SAID EASEMENT AREA THEN THE OWNERS OF LOTS 66-115 OF THIS PLAT OF CANTERBURY PARK PHASE II AND OWNERS OF LOTS 1-65 OF CANTERBURY PARK PHASE I SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID EASEMENT.

18. METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.

19. NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS.

20. LOTS 66-115 ARE SUBJECT TO THE PARK IMPACT FEES IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.

21. PURSUANT TO CHAPTER 13.15 SMC., A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT ON LOTS 66-115.

TRACT NOTES:

1. TRACT L IS A CRITICAL AREA TRACT FOR THE BENEFIT OF THE PUBLIC AND IS HEREBY GRANTED AND CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT L. SHOULD THE HOA FAIL TO PROPERLY MAINTAIN TRACT L THEN THE OWNERS OF LOTS 66 THROUGH 115 OF THIS PLAT OF CANTERBURY PARK PHASE II AND OWNERS OF LOTS 1-65 OF CANTERBURY PARK PHASE I SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT L.

2. TRACT K IS IS A RECREATION, AND STORM DRAINAGE TRACT FOR THE BENEFIT OF ALL LOT OWNERS IN THIS PLAT AND OWNERS OF LOTS WITHIN CANTERBURY PARK PHASE I AND IS HEREBY GRANTED AND CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT. THE HOA IS RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT EXCEPT FOR THE DRAINAGE FACILITIES WITHIN WHICH ARE OWNED BY THE CITY OF SAMMAMISH. SHOULD THE HOA FAIL TO PROPERLY MAINTAIN TRACT K, THEN THE OWNERS OF LOTS 66-115 OF THIS PLAT OF CANTERBURY PARK PHASE II AND OWNERS OF LOTS 1-65 OF CANTERBURY PARK PHASE I SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT K. A PUBLIC DRAINAGE EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH OVER THE ENTIRETY OF TRACT K FOR ACCESS AND MAINTENANCE OF THE DRAINAGE FACILITIES WITHIN SAID TRACT K.

3. TRACT J IS A PRIVATE ACCESS AND UTILITY TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 100-102. OWNERSHIP OF LOTS 100 THROUGH 102 WITHIN THIS PLAT INCLUDE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT J, AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF THE FACILITIES WITHIN SAID TRACT J. AN EASEMENT FOR PUBLIC SANITARY SEWER AND WATER WITH ACCESS IS HEREBY GRANTED AND CONVEYED TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT UPON THE RECORDING OF THIS PLAT AS SPECIFIED IN THE WATER AND SEWER EASEMENT PROVISIONS ON SHEET 3 HEREIN AND DEPICTED ON SHEET 7 HEREIN.

4. TRACT I IS A PRIVATE ACCESS AND UTILITY TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 84-89. OWNERSHIP OF LOTS 84 THROUGH 89 WITHIN THIS PLAT INCLUDE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT I, AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF THE FACILITIES WITHIN SAID TRACT I. AN EASEMENT FOR PUBLIC SANITARY SEWER AND WATER WITH ACCESS IS HEREBY GRANTED AND CONVEYED TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT UPON THE RECORDING OF THIS PLAT AS SPECIFIED IN THE WATER AND SEWER EASEMENT PROVISIONS ON SHEET 3 HEREIN AND DEPICTED ON SHEET 6 HEREIN..

5. TRACT H IS A PRIVATE ACCESS AND UTILITY TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 78-83. OWNERSHIP OF LOTS 78 THROUGH 83 WITHIN THIS PLAT INCLUDE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT H, AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF THE FACILITIES WITHIN SAID TRACT H. AN EASEMENT FOR PUBLIC SANITARY SEWER AND WATER WITH ACCESS IS HEREBY GRANTED AND CONVEYED TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT UPON THE RECORDING OF THIS PLAT AS SPECIFIED IN THE WATER AND SEWER EASEMENT PROVISIONS ON SHEET 3 HEREIN AND DEPICTED ON SHEET 5 HEREIN..

CHRISTOPHER SHANE BARNES
STATE OF WASHINGTON
35145
REGISTERED
PROFESSIONAL LAND SURVEYOR

11/29/16

CITY OF SAMMAMISH FILE NO. FSUB2016-00128
DPER FILE NO L12P0003

JOB NO. 11074
SHEET 2 OF 7

M G & A
Mead Gilman & Assoc.
Professional Land Surveyors
P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

VOL/PG

Exhibit 5

VOL/PG

CANTERBURY PARK

PHASE II

NE 1/4 & NW 1/4 SE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
SE 1/4 & SW 1/4 NE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
KING COUNTY, WASHINGTON

WATER AND SEWER EASEMENT PROVISIONS

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE SAMMAMISH PLATEAU WATER & SEWER DISTRICT OVER, UNDER, THROUGH AND UPON THE EASEMENTS SHOWN ON THIS PLAT DESCRIBED AS "PUBLIC SANITARY SEWER AND WATER EASEMENT" OR "PUBLIC SANITARY SEWER AND WATER EASEMENT WITH ACCESS" AND AS DESCRIBED BELOW

1. THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF TRACTS H, I , J, K, LOTS 66–78, 83, 84, 89–100, AND 103–115.

2. THE EXTERIOR 5 FEET, PARALLEL WITH AND ADJOINING THE TRACT FRONTAGE OF LOTS 78–80, 82–89 AND 100–103. AND THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE TRACT FRONTAGE OF LOT 81.

3. THE ENTIRETY OF TRACTS H, I, AND J.

IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS BEEN APPROVED.

FOR EASEMENTS ACROSS THE ENTIRETY OF TRACTS H, I, AND J PRIVATE ACCESS AND UTILITIES TRACTS, THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITIONS PRIOR TO PLACEMENT OF THE WATER OR SEWER.

UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY GRANTED AND CONVEYED TO PUGET SOUND ENERGY, INC., GAS COMPANY, PUGET SOUND ENERGY, INC., ELECTRIC COMPANY, FRONTIER TELEPHONE COMPANY, COMCAST CABLE COMPANY, SAMMAMISH PLATEAU WATER & SEWER DISTRICT, CITY OF SAMMAMISH AND OTHER UTILITY PROVIDERS, CANTERBURY PARK HOMEOWNERS ASSOCIATION, THE OWNERS OF LOTS 66–115, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UPON THE RECORDING OF THIS PLAT UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS AS DEPICTED HEREIN AND THE EXTERIOR 5 FEET PARALLEL WITH AND ADJOINING TRACTS H, I AND J. THE EASEMENTS ARE RESERVED AND GRANTED IN ORDER TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN PARKING SIGNS, UNDERGROUND PIPE, CONDUIT, CABLES, WIRES, VAULTS AND PEDESTALS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELECOMMUNICATIONS, DATA TRANSMISSION, STREET LIGHTS, WATER SERVICE, SEWER SERVICE AND PRIVATE STORM DRAINAGE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS OR DATA TRANSMISSION USES SHALL BE PLACED OR PERMITTED TO BE PLACED WITHIN THIS EASEMENT UNLESS THE SAME SHALL BE UNDERGROUND OR IN A CONDUIT TO A BUILDING. NO PERMANENT STRUCTURE SHALL BE PLACED WITHIN THE EASEMENTS WITHOUT PERMISSION FROM EASEMENT OWNERS.

PRIVATE DRAINAGE EASEMENT PROVISIONS

PRIVATE DRAINAGE EASEMENTS ARE HEREBY GRANTED AND CONVEYED TO THE OWNERS OF ALL LOTS AND TRACTS WITHIN THIS PLAT IN ACCORDANCE WITH NOTE 14 HEREIN. NO STRUCTURES OTHER THAN FENCES AND RETAINING WALLS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

CRITICAL AREA PROVISIONS

RESTRICTIONS FOR CRITICAL AREA TRACTS AND CRITICAL AREAS AND BUFFERS: DEDICATION OF A CRITICAL AREA TRACT/ CRITICAL AREA AND BUFFER CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE TRACT/ CRITICAL AREA AND BUFFER. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE CRITICAL AREA TRACT/ CRITICAL AREA AND BUFFER IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE TRACT/ CRITICAL AREA AND BUFFER, THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF SAMMAMISH, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT/ CRITICAL AREA AND BUFFER. THE VEGETATION WITHIN THE TRACT/ CRITICAL AREA AND BUFFER MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY OR ITS SUCCESSOR AGENCY, UNLESS OTHERWISE PROVIDED BY LAW. THE COMMON BOUNDARY BETWEEN THE TRACT/ CRITICAL AREA AND BUFFER AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE MARKED OR OTHERWISE FLAGGED TO THE SATISFACTION OF THE CITY PRIOR TO ANY CLEARING, GRADING, BUILDING CONSTRUCTION OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE CRITICAL AREA TRACT/ CRITICAL AREA AND BUFFER. THE REQUIRED MARKING OR FLAGGING SHALL REMAIN IN PLACE UNTIL ALL DEVELOPMENT PROPOSAL ACTIVITIES IN THE VICINITY OF THE CRITICAL AREA ARE COMPLETED.
NO BUILDING FOUNDATIONS ARE ALLOWED BEYOND THE REQUIRED 15–FOOT BUILDING SETBACK LINE, UNLESS OTHERWISE PROVIDED BY LAW.

CURB PLUGS	
LOTS	OFFSET
TR.K/BNDRY	8.14
66/67	6.23
67/68	6.18
68/69	6.07
70/71	6.28
71/72	6.29
72/73	6.29
73/74	6.48
74/75	6.21
75/76	6.18
76/77	6.21
77/78	6.50
78/TR.H	6.48
TR.H/83	6.39
83/84	6.47
84/TR.I	6.45
TR.I/89	6.40
89/90	6.20
90/91	6.18
91/92	6.18
92/93	6.17

CURB PLUGS	
LOTS	OFFSET
93/94	6.17
94/PH I	6.45
PH I/95	6.14
95/96	6.59
96/97	6.36
97/98	6.42
98/99	6.34
TR.J/100	8.09
TR.J/103	6.60
103/104	6.08
104/105	6.13
105/106	6.08
106/107	6.18
107/TR.K	8.65
108/109	6.31
109/110	6.38
110/111	6.44
111/112	6.02
112/113	6.14
113/114	6.16
114/115	6.30
115/108	6.54

CHRISTOPHER SHANE BARNES
STATE OF WASHINGTON
35145
REGISTERED
PROFESSIONAL LAND SURVEYOR

1/23/17

CITY OF SAMMAMISH FILE NO. FSUB2016–00128
DPER FILE NO L12P0003

JOB NO. 11074
SHEET 3 OF 7

M G & A
Mead Gilman & Assoc.
Professional Land Surveyors
P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486–1252 FAX: (425) 486–6108

VOL/PG

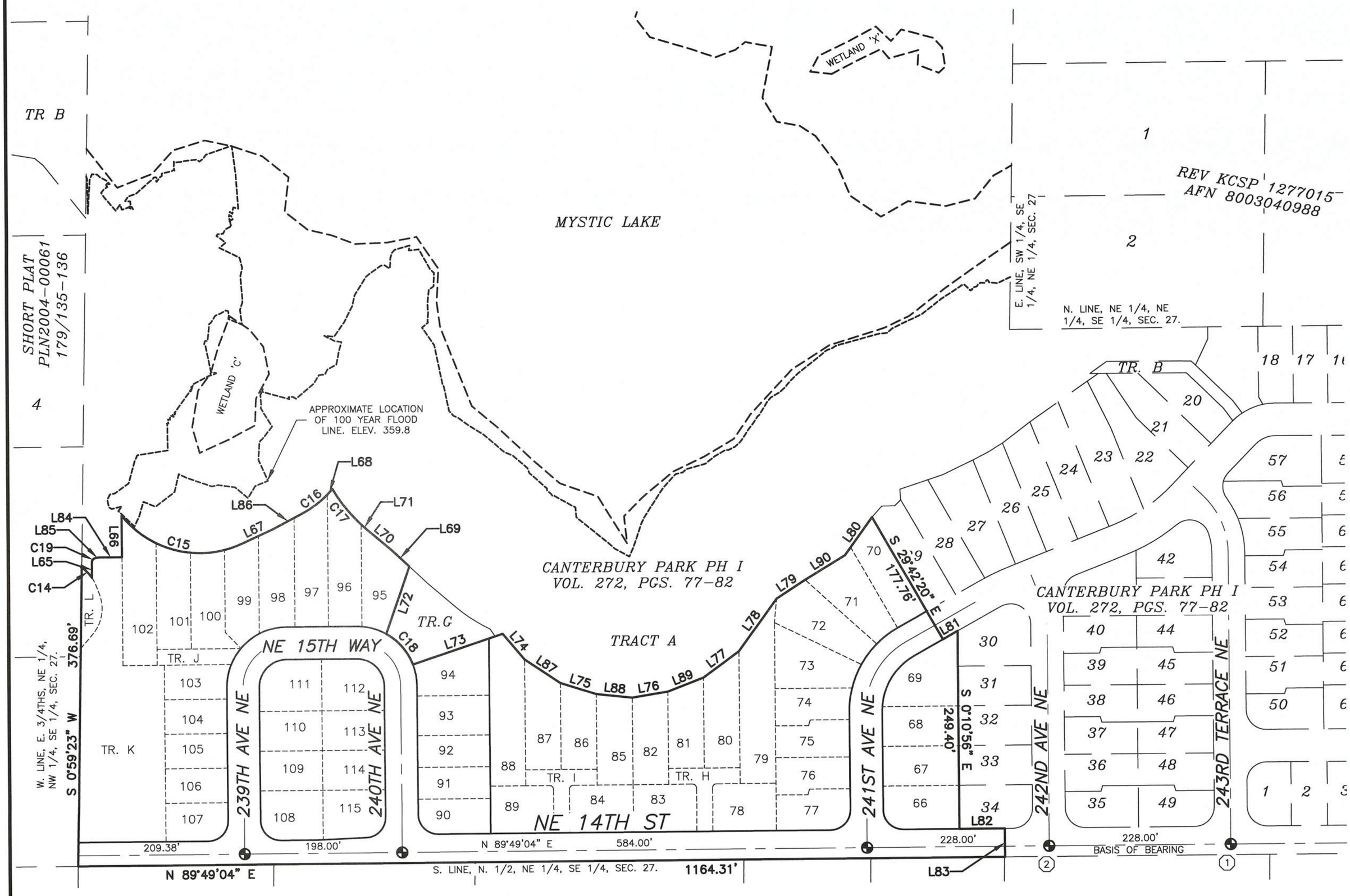
Exhibit 5

VOL/PG

CANTERBURY PARK

PHASE II

NE 1/4 & NW 1/4 SE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
SE 1/4 & SW 1/4 NE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
KING COUNTY, WASHINGTON



100 0 100 200 300

Scale 1" = 100'

MERIDIAN

WASHINGTON STATE PLANE COORDINATE SYSTEM – NORTH ZONE (NAD 83/91) PER WCCS SURVEY CONTROL.

EQUIPMENT & PROCEDURES

A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

REFERENCES

1. PLAT OF CANTERBURY PARK PHASE I, VOL. 272, PGS. 77-85.
2. PLAT OF COLUMBIA AT SAMMAMISH HIGHLANDS AS RECORDED IN VOLUME 198 OF PLATS, AT PAGES 64-68, UNDER RECORDING NUMBER 20010308001320. HELD FOR SECTION BREAKDOWN OF THE NORTHEAST QUARTER OF SEC. 27
3. PLAT OF LLAMA LANDING, AS RECORDED IN VOLUME 220 OF PLATS, AT PAGES 64-77, UNDER RECORDING NUMBER 20040308001592. HELD FOR SECTION BREAKDOWN OF THE SOUTHEAST QUARTER OF SEC. 27

LEGEND

● SET 1/2" X 24" REBAR WITH 1-3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 32434/35145" (EXCEPT AS OTHERWISE NOTED).

⊕ SET 4" X 4" CONCRETE MONUMENT WITH 1-1/2" DIAMETER BRASS DISC STAMPED "35145" WITH 'X' IN A CASE. UNLESS OTHERWISE NOTED.

SURVEY MONUMENT LEGEND

(1) FOUND EXISTING MONUMENT IN CASE PER CANTERBURY PARK PHASE I, VOL. 272, PGS. 77-85.

(2) FOUND EXISTING MONUMENT IN CASE PER CANTERBURY PARK PHASE I, VOL. 272, PGS. 77-85.

LINE/CURVE TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C14	18.24	20°53'57"	50.00
C15	167.33	76°05'25"	126.00
C16	39.09	17°46'36"	126.00
C17	57.46	16°10'38"	203.50
C18	52.10	39°32'07"	75.50
C19	6.85	78°32'45"	5.00
L65	19.63	N 00°00'00" E	
L66	52.02	N 00°10'56" W	
L67	43.96	N 65°31'20" E	
L68	9.63	N 42°08'34" E	
L69	31.29	S 46°57'05" E	

LINE/CURVE TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
L70	37.77	S 49°50'22" E	
L71	11.50	S 48°13'13" E	
L72	89.69	S 19°10'32" W	
L73	118.71	N 71°28'04" E	
L74	42.73	S 40°35'33" E	
L75	47.28	S 72°19'50" E	
L76	45.59	N 80°35'00" E	
L77	55.58	N 53°52'47" E	
L78	81.56	N 35°52'18" E	
L79	42.66	N 57°00'23" E	
L80	58.52	N 35°38'51" E	

LINE/CURVE TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
L81	21.22	N 60°35'29" E	
L82	56.66	N 89°49'04" E	
L83	35.83	S 00°10'56" E	
L84	28.65	N 90°00'00" E	
L85	5.71	N 78°32'45" E	
L86	41.59	N 62°06'33" E	
L87	54.09	S 56°29'00" E	
L88	45.28	S 83°46'05" E	
L89	48.15	N 68°59'29" E	
L90	58.44	N 58°12'52" E	

CHRISTOPHER SHANE BARNES
STATE OF WASHINGTON
35145
REGISTERED PROFESSIONAL LAND SURVEYOR

11/29/16

JOB NO. 11074
SHEET 4 OF 7

M G & A

Mead Gilman & Assoc.
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PHONE: (425) 486-1252 FAX: (425) 486-6108

VOL/PG

CITY OF SAMMAMISH FILE NO. FSUB2016-00128
DPER FILE NO L12P0003

Exhibit 5

VOL/PG

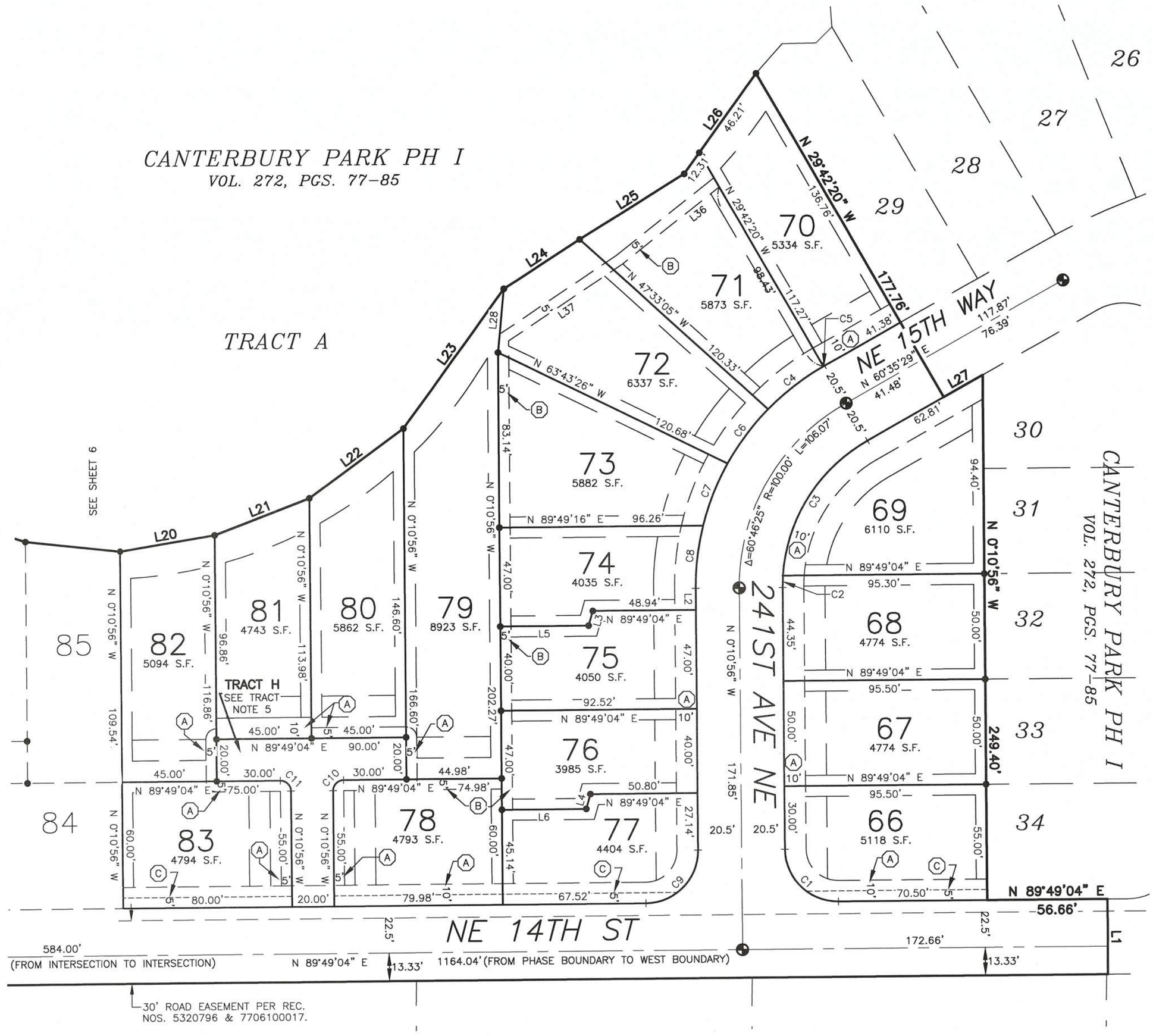
CANTERBURY PARK

PHASE II

NE 1/4 & NW 1/4 SE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
SE 1/4 & SW 1/4 NE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
KING COUNTY, WASHINGTON

LINE/CURVE TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C1	39.27	90°00'00"	25.00
C2	5.65	4°04'26"	79.50
C3	78.67	56°41'59"	79.50
C4	33.12	15°45'01"	120.50
C5	0.62	0°17'49"	120.50
C6	32.23	15°19'33"	120.50
C7	31.74	15°05'31"	120.50
C8	30.09	14°18'31"	120.50
C9	39.27	90°00'00"	25.00
C10	7.85	90°00'00"	5.00
C11	7.85	90°00'00"	5.00
L1	35.83	N 00°10'56" W	
L2	10.22	N 00°10'56" W	
L4	7.28	N 15°45'47" E	
L5	41.58	N 89°49'04" E	
L6	39.72	N 89°49'04" E	
L20	45.59	N 80°35'00" E	
L21	48.15	N 68°59'29" E	
L22	55.58	N 53°52'47" E	
L23	81.56	N 35°52'18" E	
L24	42.66	N 57°00'23" E	
L25	58.44	N 58°12'52" E	
L26	58.52	N 35°38'51" E	
L27	21.22	N 60°35'29" E	
L28	30.41	N 05°30'45" E	
L36	58.47	N 51°46'51" E	
L37	64.99	N 56°07'53" E	

UNIT AREAS (IN SQ. FT.)		
TRACT	AREA	DESCRIPTION
TR. H	3010 S.F.	ACCESS/UTILITIES



40 0 40 80 120

Scale 1" = 40'

MERIDIAN
WASHINGTON STATE PLANE COORDINATE SYSTEM – NORTH ZONE (NAD 83/91) PER WCCS SURVEY CONTROL.

EQUIPMENT & PROCEDURES
A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

LEGEND

- ● SET 1/2" X 24" REBAR WITH 1-3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 32434/35145" (EXCEPT AS OTHERWISE NOTED).
- ◐ SET 4" X 4" CONCRETE MONUMENT WITH 1-1/2" DIAMETER BRASS DISC STAMPED "35145" WITH 'X' IN A CASE. UNLESS OTHERWISE NOTED.

BSBL BUILDING SETBACK LINE

EASEMENT LEGEND

(A) UTILITY EASEMENT AND SAMMAMISH PLATEAU WATER AND SEWER DISTRICT EASEMENT (SPWSD). SEE UTILITY EASEMENT PROVISIONS, AND WATER AND SEWER EASEMENT PROVISIONS 1 AND 2 ON SHEET 3.

(B) PRIVATE STORM DRAINAGE EASEMENT. SEE "PRIVATE DRAINAGE EASEMENT AND COVENANT" ON SHEET 3, AND NOTE 14 ON SHEET 2.

(C) LANDSCAPE EASEMENT, SEE NOTE 17, SHEET 2.

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SHEET 5 OF 7

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VOL/PG

Exhibit 5

VOL/PG

CANTERBURY PARK

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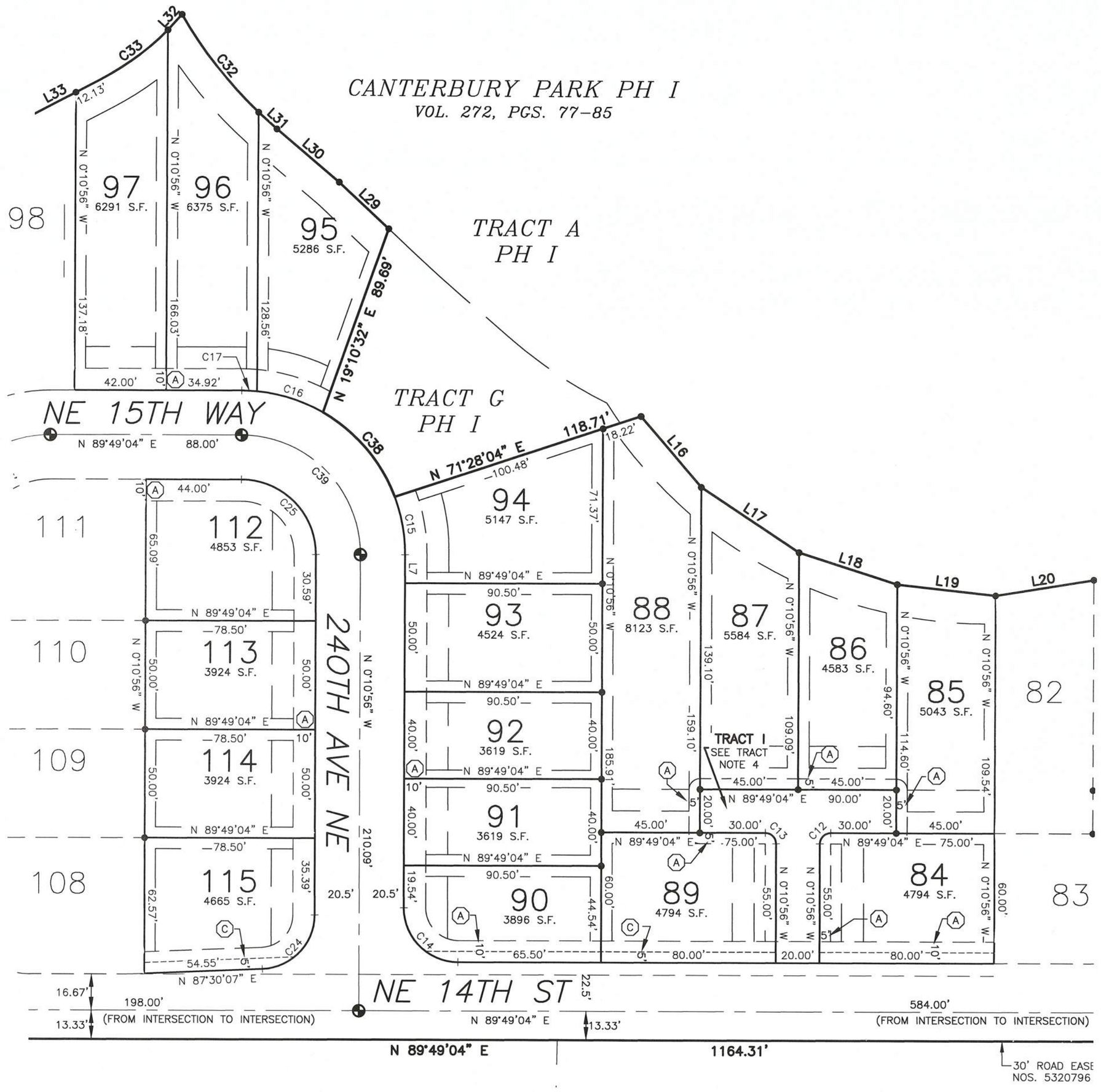
NE 1/4 & NW 1/4 SE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
SE 1/4 & SW 1/4 NE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
KING COUNTY, WASHINGTON

LINE/CURVE TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C12	7.85	90°00'00"	5.00
C13	7.85	90°00'00"	5.00
C14	39.27	90°00'00"	25.00
C16	32.14	24°23'15"	75.50
C17	7.09	5°22'43"	75.50
C24	38.26	87°41'03"	25.00
C25	54.19	90°00'00"	34.50
C32	57.46	16°10'38"	203.50
C33	39.09	17°46'36"	126.00
C38	52.10	39°32'07"	75.50
C39	86.39	90°00'00"	55.00
L7	13.05	N 00°10'56" W	
L16	42.73	N 40°35'33" W	
L17	54.09	N 56°29'00" W	
L18	47.28	N 72°19'50" W	
L19	45.28	N 83°46'05" W	
L20	45.59	N 80°35'00" E	
L29	31.29	N 46°57'05" W	
L30	37.77	N 49°50'22" W	
L31	11.50	N 48°13'13" W	
L32	9.63	N 42°08'34" E	
L33	41.59	N 62°06'33" E	

UNIT AREAS (IN SQ. FT.)		
TRACT	AREA	DESCRIPTION
TR. I	3010 S.F.	ACCESS/UTILTIES



Scale 1" = 40'

MERIDIAN
WASHINGTON STATE PLANE COORDINATE SYSTEM – NORTH ZONE (NAD 83/91) PER WCCS SURVEY CONTROL.

EQUIPMENT & PROCEDURES
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- BSBL BUILDING SETBACK LINE

EASEMENT LEGEND

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(C) LANDSCAPE EASEMENT, SEE NOTE 17, SHEET 2.

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JOB NO. 11074
SHEET 6 OF 7

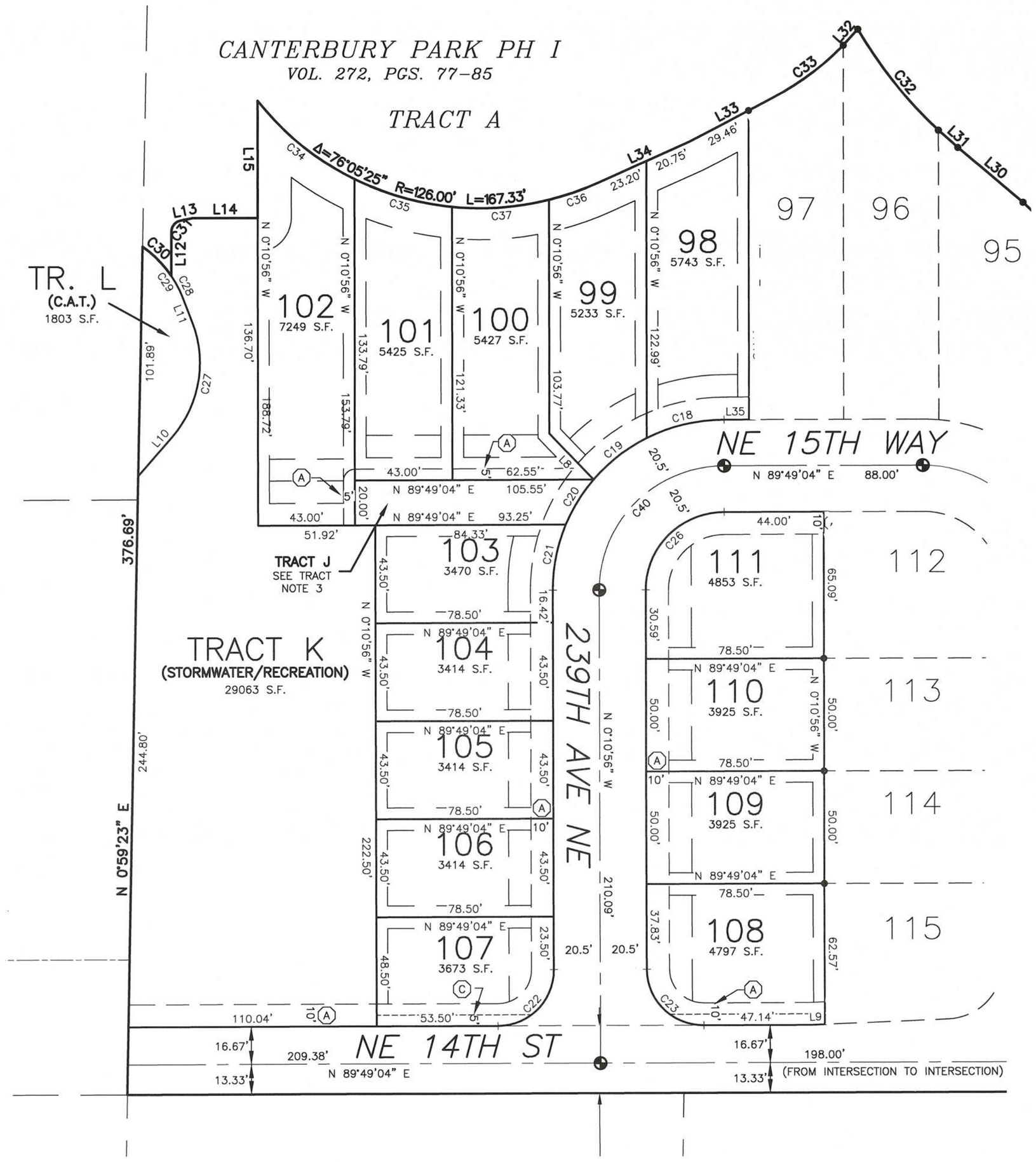
Exhibit 5

VOL/PG

CANTERBURY PARK

PHASE II

NE 1/4 & NW 1/4 SE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
SE 1/4 & SW 1/4 NE 1/4, SEC. 27, TWP. 25N., RGE. 6E., W.M.
KING COUNTY, WASHINGTON



LINE/CURVE TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C18	35.18	26°41'58"	75.50
C19	29.98	22°45'11"	75.50
C20	23.57	17°53'26"	75.50
C22	39.27	90°00'00"	25.00
C23	39.27	90°00'00"	25.00
C27	54.06	61°56'42"	50.00
C28	11.41	13°04'11"	50.00
C29	29.64	33°58'08"	50.00
C30	18.24	20°53'57"	50.00
C31	6.85	78°32'45"	5.00
C32	57.46	16°10'38"	203.50
C33	39.09	17°46'36"	126.00
C34	55.86	25°24'05"	126.00
C35	45.01	20°27'59"	126.00
C36	23.15	10°31'35"	126.00
C37	43.31	19°41'46"	126.00
C40	86.39	90°00'00"	55.00
L8	28.33	N 43°49'28" W	
L10	23.06	N 40°50'56" E	
L11	11.50	N 21°05'46" W	
L12	19.63	N 00°00'00" E	
L13	5.71	N 78°32'45" E	
L14	28.65	N 90°00'00" E	
L15	52.02	N 00°10'56" W	
L30	37.77	N 49°50'22" W	
L31	11.50	N 48°13'13" W	
L32	9.63	N 42°08'34" E	
L33	41.59	N 62°06'33" E	
L34	43.96	N 65°31'20" E	
L35	11.08	N 89°49'04" E	

UNIT AREAS (IN SQ. FT.)		
TRACT	AREA	DESCRIPTION
TR. J	1973 S.F.	ACCESS/UTILITIES

40 0 40 80 120

Scale 1" = 40'

MERIDIAN
WASHINGTON STATE PLANE COORDINATE SYSTEM – NORTH ZONE (NAD 83/91) PER WCCS SURVEY CONTROL.

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BSBL BUILDING SETBACK LINE

EASEMENT LEGEND

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11/25/16

CITY OF SAMMAMISH FILE NO. FSUB2016-00128
DPER FILE NO L12P0003

JOB NO. 11074
SHEET 7 OF 7

M G & A

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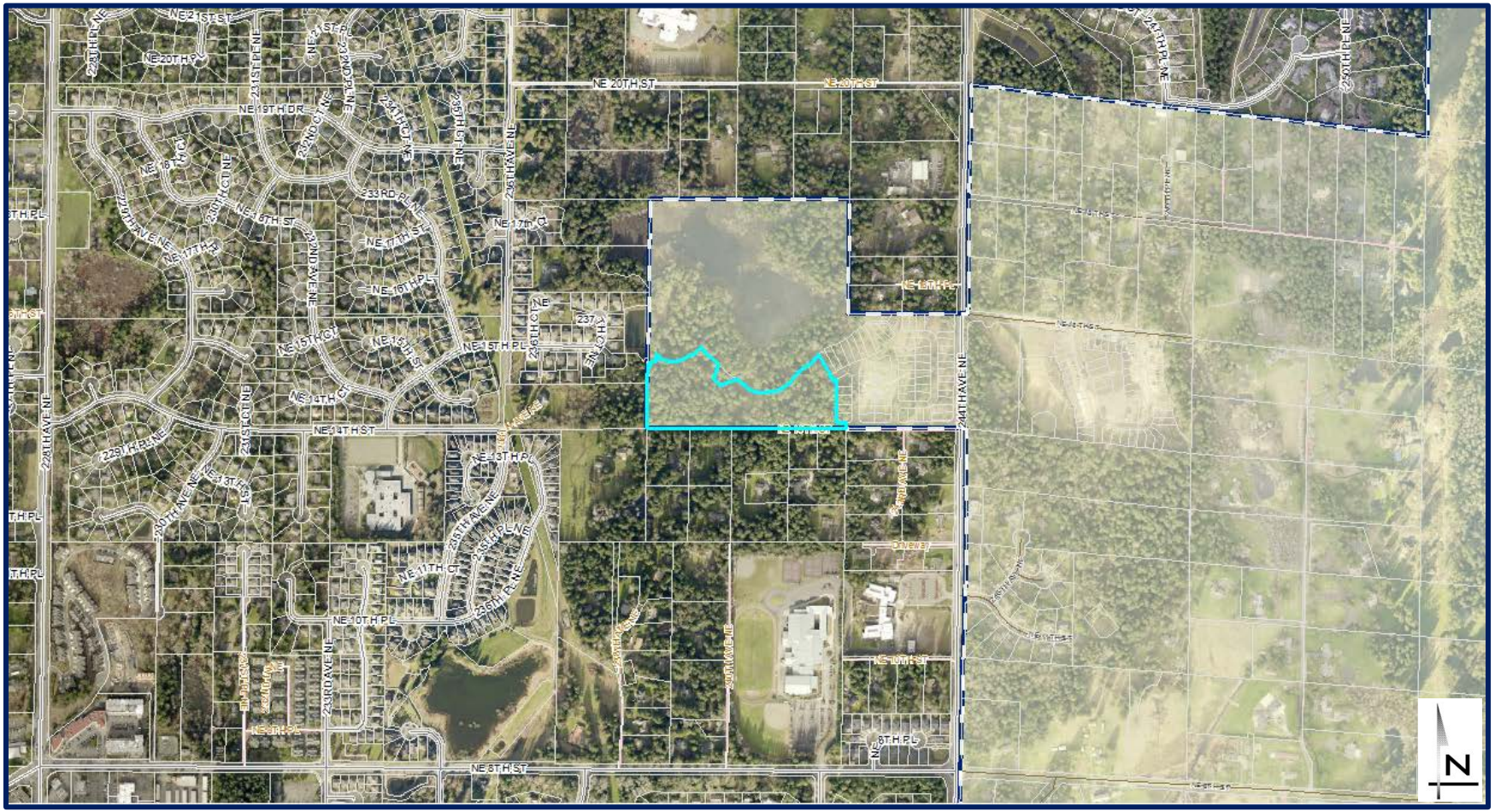
VOL/PG

Exhibit 5

Exhibit 6

Vicinity Map



*King County iMap does not correctly reflect the Mystic Lake Annexation that occurred through Sammamish Ordinance O2016-405. (shaded area west of 244th Avenue NE has been annexed into the City of Sammamish)

Exhibit 6

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: 2/1/2017

Originating Department: City Manager

Clearances:

☑ Attorney	☐ Community Development	☐ Parks & Recreation
☐ Admin Services	☐ Eastside Fire and Rescue	☐ Police
☑ City Manager	☐ Finance & IT	☐ Public Works

Subject: A Resolution authorizing the City's participation in the Regional Coordination Framework for Disasters and Planned Events.

Action Required: Approve Resolution

Exhibits:
1. Resolution and Agreement
2. Regional Coordination Framework for Disasters and Planned Events

Budget: N/A

Summary Statement:
The Regional Coordination Framework for Disasters and Planned Events (RCF) is a document describing how King County governments, nonprofits, private sector companies and tribal nations coordinate together during disaster response. The Agreement is a companion document to the RCF that specifies the legal conditions which apply to the sharing of resources and financial compensation when the Agreement is invoked. The Agreement and RCF are voluntary and augment, rather than replace, mutual aid agreements. Adopting this Resolution to become a signatory partner will facilitate regional coordination during a disaster.

Adopting the RCF was identified as a priority in the Emergency Management Gap Analysis completed in 2016. Most of the King County jurisdictions have adopted the RCF including Issaquah, Redmond, Bellevue and Mercer Island. In addition, there are numerous other non-profits and private sector companies that have also adopted the RCF

Background:
The RCF is a voluntary guide to regional response and short term recovery actions. The RCF applies to any disaster or planned event that simultaneously challenges multiple jurisdictions within King County or affects a single entity to such a degree that it relies upon external assistance.

Signatory partners are those organizations from the public, private, tribal and non-profit sectors in King County that are committed to working together in accordance with the RCF and have signed the associated Agreement. There is no preferential treatment or priority given to those partners who are

signatory to the Agreement versus those who are not. The benefit of being a signatory partner to the RCF and the Agreement is to save time during a disaster by having decision making authority for jurisdictions already in place and on file.

Financial Impact:
Pursuant to the Agreement, authorized costs for City resources that are deployed to provide emergency assistance would be reimbursed by the requesting party. Likewise, if the City were to request assistance, the City would be responsible for reimbursement of assistance costs to the responding party.

Recommended Motion:
Move to approve the Resolution, included as Exhibit 1, authorizing the City Manager to sign the Regional Coordination Framework Agreement with King County.

EXHIBIT 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017-

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, AUTHORIZING EXECUTION OF THE REGIONAL COORDINATION FRAMEWORK FOR DISASTERS AND PLANNED EVENTS AGREEMENT WITH KING COUNTY.

WHEREAS, the City of Sammamish is located in King County, Washington; and

WHEREAS, the King County Office of Emergency Management ("KCOEM") has been tasked with coordinating countywide disaster response through many governmental organizations; and

WHEREAS, KCEOM has established the King County Regional Coordination Framework for Disasters and Planned Events ("Framework"), which enables participating jurisdictions to facilitate a systematic, coordinated and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County; and

WHEREAS, the Framework is a voluntary guide to regional response and short term recovery actions, and invites participation from organizations from the public, private, tribal, and non-profit sectors in geographic King County committed to working together as partners in accordance with this Framework; and

WHEREAS, KCEOM requires that an agreement be executed to address the legal and financial obligations of partners sharing personnel, equipment materials and/or support during a disaster or major planned event under the Framework; and

WHEREAS, the City Council finds that the value of participating in this Framework will enable pre-planning with multiple jurisdictions in preparation for manmade and natural disasters that may affect our region;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager is hereby authorized to execute the Regional Coordination Framework Agreement with King County in the form attached hereto as **Attachment A**.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE __ DAY OF FEBRUARY 2017.

CITY OF SAMMAMISH

_____

Mayor Donald J. Gerend

EXHIBIT 1

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No: R2017-

King County

AGREEMENT

Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations
in King County, Washington

February 2014

Updating Process of former "Omnibus Legal and Financial Agreement"

As the development of the 'Regional Disaster Plan' began in 1999, there was also a need to create a 'mechanism to share resources.' The Plan focused on establishing a cooperative and voluntary platform linking private businesses, nonprofit organizations, government agencies, and special purpose districts. A legal document was needed to address emergency assistance covering the legal and financial obligations of partners sharing personnel, equipment materials and/or support during a disaster.

Back in 1999 to 2001, legal advisors from King County Prosecuting Attorney's Office and several other public and private entities worked together to frame the appropriate legal and liability language forming the 'Omnibus Legal and Financial Agreement.' The Agreement withstood the legal review and approval of many public, private and nonprofit organizations that thereafter signed onto the Plan and Omnibus.

As the Plan transitioned and evolved into the 'Framework,' the time was also appropriate to revisit the Omnibus. Over the twelve year tenure of the Omnibus, mutual aid methodology and practices had evolved at the regional, State and Federal levels; as well as alterations in the Federal Emergency Management Agency (FEMA) public assistance arena.

In 2012 a subcommittee of the Regional Disaster Planning Work Group began the process to revisit the Omnibus language. The subcommittee existed of legal advisors from King County, City of Auburn and City of Seattle and emergency managers from King County, Seattle, Bellevue, Zone 1, Zone 3 and Washington State. Through several meetings leveraging the guidance and expertise of the legal and mutual aid subject matter experts involved, the subcommittee finalized the current draft of the '*AGREEMENT for Organizations Participating in the Regional Coordination Framework for Disasters and Planned Event for Public and Private Organizations in King County, Washington*.' A large percentage of the original language has stayed the same with a few language and terminology updates. The key areas of adjustment include:

New Changes
Document re-titled to 'Agreement' – simpler title; Replaced 'Omnibus Legal and Financial Agreement'
Replaced 'Plan' wording throughout document with 'Framework'
Replaced 'Omnibus' wording throughout document with 'Agreement'
Terminology changes made by replacing 'borrower' and 'lender' with 'requester' and 'responder'
Adjusted language in 'Article I – Applicability' to say "…located in King County."; Replaced "…in and bordering geographic King County."
Updated verbiage in 'Article II – Definitions' on 'Basic Plan' and 'Package' since it is now a 'Framework'
Cleaned-up language in 'Article II – Definitions' on 'Emergency'

Cleaned-up language in ‘Article II – Definitions’ on ‘Emergency Contact Points’
Updated respective sections with correct King County Office of Emergency Management address; Former ‘7300 Perimeter Road’ address
Updated verbiage in ‘Article IV – Role of Emergency Contact Point for Signatory Partners
Renaming to and cleaned-up language in ‘Article VI – Payment and Billing’; Formerly titled ‘Article VI – Payment for Services and Assistance’
Cleaned-up language in ‘Article VIII – Requests for Emergency Assistance’
Removed section ‘IX – General Nature of Emergency Assistance’; Repetitive of existing language
Renaming to ‘Article IX – Provision of Equipment’; Formerly ‘Article X – Loans of Equipment’
Renaming to ‘Article X – Provision of Materials and Supplies’; Formerly ‘Article XI – Exchange of Materials and Supplies’
Renaming to ‘Article XI – Provision of Personnel’; Formerly ‘Article XII – Loans of Personnel’
Renaming to and cleaned-up language ‘Article XII – Record Keeping’; Formerly ‘Article XIII – Record keeping’
Renaming to and cleaned-up language ‘Article XIII – Indemnification, Limitation of Liability, and Dispute Resolution’; Formerly ‘Article XIV – Indemnification and Limitation of Liability’
Articles following have been renumbered and renamed appropriately

AGREEMENT

for organizations participating in the
Regional Coordination Framework for Disasters and Planned Events
for Public and Private Organizations in King County, Washington

This AGREEMENT ("Agreement") is entered into by the public and private organizations who become signatories hereto ("Signatory Partners") to facilitate the provision of Emergency Assistance to each other during times of emergency.

WHEREAS, the Signatory Partners have expressed a mutual interest in the establishment of an Agreement to facilitate and encourage Emergency Assistance among participants; and

WHEREAS, the Signatory Partners do not intend for this Agreement to replace or infringe on the authority granted by any federal, state, or local governments, statutes, ordinances, or regulations; and

WHEREAS, in the event of an emergency, a Signatory Partner may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Signatory Partner may own and maintain equipment, stocks materials, and employs trained personnel for a variety of services and is willing, under certain conditions, to provide its supplies, equipment and services to other Signatory Partners in the event of an emergency; and

WHEREAS, the proximity of the Signatory Partners to each other enables them to provide Emergency Assistance to each other in emergency situations.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each Signatory Partner agrees as follows:

Article I - APPLICABILITY.

A private or public organization located in King County, Washington, may become a Signatory Partner by signing this Agreement and becoming bound thereby. This Agreement may be executed in multiple counterparts.

Article II - DEFINITIONS.

A. ‘Assistance Costs’ means any direct material costs, equipment costs, equipment rental fees, fuel, and the labor costs that are incurred by the Responder in providing any asset, service, or assistance requested.

B. ‘Emergency’ means an event or set of circumstances that qualifies as an emergency under any applicable statute, ordinance, or regulation.

C. ‘Emergency Assistance’ means employees, services, equipment, materials, or supplies provided by a Responder in response to a request from a Requester.

D. ‘Emergency Contact Points’ means persons designated by each Signatory Partner who will have (or can quickly get) the authority to commit available equipment, services, and personnel for their organization.

E. ‘King County Emergency Management Advisory Committee (“EMAC”)’ is the Committee established in King County Code 2.36.055.

F. ‘Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County’ (“Framework”) means an all hazards architecture for collaboration and coordination among jurisdictional, organizational, and business entities during emergencies in King County.

G. ‘Requester’ means a Signatory Partner that has made a request for Emergency Assistance.

H. ‘Responder’ means a Signatory Partner providing or intending to provide Emergency Assistance to a Requester.

I. ‘Signatory Partner means any public or private organization in King County, WA, that enters into this Agreement by signature of a person authorized to sign.

J. ‘Termination Date’ is the date upon which this agreement terminates pursuant to Article V.

Article III - PARTICIPATION.

Participation in this Agreement, and the provision of personnel or resources, is purely voluntary and at the sole discretion of the requested Responder. Signatory Partners that execute the Agreement are expected to:

A. Identify and furnish to all other Signatory Partners a list of the Organization's current Emergency Contact Points together with all contact information; and .

B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

Article IV - ROLE OF EMERGENCY CONTACT POINT FOR SIGNATORY PARTNERS.

Signatory Partners agree that their Emergency Contact Points or their designees can serve as representatives of the Signatory Partner in any meeting to work out the language or implementation issues of this Agreement.

The Emergency Contact Points of a Signatory Partner shall:

A. Act as a single point of contact for information about the availability of resources when other Signatory Partners seek assistance.

B. Maintain a manual containing the Framework, including a master copy of this Agreement (as amended), and a list of Signatory Partners who have executed this Agreement.

C. Each Signatory Partner will submit its Emergency Contact Information Form to the King County Office of Emergency Management ("KCOEM"). KCOEM will maintain a list showing the succession in all the Signatory Partners. This list will include names, addresses, and 24-hour phone numbers of the Emergency contact points (2-3 deep) of each Signatory Partner. Note: the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency contact point(s) is acceptable.

Article V - TERM AND TERMINATION.

A. This Agreement is effective upon execution by a Signatory Partner.

B. A Signatory Partner may terminate its participation in this Agreement by providing written termination notification to the EMAC, care of the KCOEM, 3211 NE 2nd Street, Renton WA 98056, or by Fax at 206-205-4056. Notice of termination becomes effective upon receipt by EMAC which shall, in turn, notify all Signatory Partners. Any terminating Signatory Partner shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI - PAYMENT AND BILLING.

a. Requester shall pay to Responder all valid and invoiced Assistance Costs within 60 days of receipt of Responder's invoice, for the Emergency Assistance services provided by Responder. Invoices shall include, as applicable, specific details regarding labor costs, including but not limited to the base rate, fringe benefits rate, overhead, and the basis for each element; equipment usage detail and, material cost breakdown.

b. In the event Responder provides supplies or parts, Responder shall have the option to accept payment of cash or in-kind for the supplies or parts provided.

c. Reimbursement for use of equipment requested under the terms of this Agreement, such as construction equipment, road barricades, vehicles, and tools, shall be at the rate mutually agreed between Requester and Responder. The rate may reflect the rate approved and adopted by the Responder, a rate set forth in an industry standard publication, or other rate.

Article VII - INDEPENDENT CONTRACTOR.

Responder shall be and operate as an independent contractor of Requester in the performance of any Emergency Assistance. Employees of Responder shall at all times while performing Emergency Assistance continue to be employees of Responder and shall not be deemed employees of Requester for any purpose. Wages, hours, and other terms and conditions of employment of Responder shall remain applicable to all of its employees who perform Emergency Assistance. Responder shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Requester shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Responder's employees. The costs associated with requested personnel are subject to the reimbursement process outlined in Article XI. In no event shall Responder or its officers, employees, agents, or representatives be authorized (or

represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Requester under or by virtue of this Agreement.

Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.

Requests for Emergency Assistance shall be made by a person authorized by the Requester to make such requests and approved by a person authorized by Responder to approve such requests. If this request is verbal, it must be confirmed in writing within thirty days after the date of the request.

Article IX - PROVISION OF EQUIPMENT.

Provision of equipment and tools loans is subject to the following conditions:

1. At the option of Responder, equipment may be provided with an operator. See Article XI for terms and conditions applicable to use of personnel.

2. Provided equipment shall be returned to Responder upon release by Requester, or immediately upon Requester's receipt of an oral or written notice from Responder for the return of the equipment. When notified to return equipment to Responder, Requester shall make every effort to return the equipment to Responder's possession within 24 hours following notification. Equipment shall be returned in the same condition as when it was provided to Requester.

3. During the time the equipment has been provided, Requester shall, at its own expense, supply all fuel, lubrication and maintenance for Responder's equipment. Requester shall take proper precaution in its operation, storage and maintenance of Responder's equipment. Equipment shall be used only by properly trained and supervised operators. Responder shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its condition, fitness for a particular purpose, or merchantability.

4. Responder's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to Requester. Responder shall submit copies of invoices from outside sources that perform such services and shall provide accounting of time and hourly costs for Responder's employees who perform such services.

5. Without prejudice to Responder's right to indemnification under Article XIII herein, in the event equipment is lost, stolen or damaged from the point the Requestor has the beneficial use of the equipment, or while in the custody and use of Requester, or until the Requestor no longer has the beneficial use of the equipment, Requester shall reimburse Responder for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired within a time period required by Responder, then Requester shall reimburse Responder for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Responder. If Responder must lease or rent a piece of equipment while Responder's equipment is being repaired or replaced, Requester shall reimburse Responder for such costs. Requester shall have the right of subrogation for all claims against persons other than parties to this Agreement that may be responsible in whole or in part for damage to the equipment. Requester shall not be liable for damage caused by the sole negligence of Responder's operator(s).

Article X - PROVISION OF MATERIALS AND SUPPLIES.

Requester shall reimburse Responder in kind or at Responder's actual replacement cost, plus handling charges, for use of partially consumed, fully consumed, or non-returnable materials and supplies, as mutually agreed between Requester and Responder. Other reusable materials and supplies which are returned to Responder in clean, damage-free condition shall not be charged to the Requester and no rental fee will be charged. Responder shall determine whether returned materials and supplies are "clean and damage-free" and shall treat material and supplies as "partially consumed" or "non-returnable" if found to be damaged.

Article XI - PROVISION OF PERSONNEL.

Responder may, at its option, make such employees as are willing to participate available to Requester at Requester's expense equal to Responder's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Responder's personnel union contracts, if any, or other conditions of employment. Costs to feed and house Responder's personnel, if necessary, shall be chargeable to and paid by Requester. Requester is responsible for assuring such arrangements as may be necessary for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for Responder's personnel. Responder shall bill all costs to Requester, who is responsible for paying

all billed costs. Responder may require that its personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the command structure of Requester. Responder's employees may decline to perform any assigned tasks if said employees judge such task to be unsafe. A request for Responder's personnel to direct the activities of others during a particular response operation does not relieve Requester of any responsibility or create any liability on the part of Responder for decisions and/or consequences of the response operation. Responder's personnel may refuse to direct the activities of others. Responder's personnel holding a license, certificate, or other permit evidencing qualification in a professional, mechanical, or other skill, issued by the state of Washington or a political subdivision thereof, is deemed to be licensed, certified, or permitted in any Signatory Partner's jurisdiction for the duration of the emergency, subject to any limitations and conditions the chief executive officer and/or elected and appointed officials of the applicable Signatory Partners jurisdiction may prescribe in writing. When notified to return personnel to Responder, Requester shall make every effort to return the personnel to Responder promptly after notification.

Article XII - RECORD KEEPING.

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Responder will be recorded on a shift-by-shift basis by the Responder and will be submitted to Requester as needed. If no personnel are provided, Responder will submit shipping records for materials and equipment, and Requester is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, Requester remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement.

Article XIII – INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISPUTE RESOLUTION.

A. INDEMNIFICATION. Except as provided in section B., to the fullest extent permitted by applicable law, Requester releases and shall indemnify, hold harmless and defend each Responder, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing, or declining to provide, or not being asked to provide, Emergency Assistance to Requester, whether arising before, during, or after performance of the Emergency Assistance and whether suffered by any of the Signatory Partners or any other person or entity.

Requester agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, Requester, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Any Signatory Partner shall not be required under this Agreement to indemnify, hold harmless and defend any other Signatory Partner from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Signatory Partners' officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.

C. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Requester agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Signatory Partner, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

D. DELAY/FAILURE TO RESPOND. No Signatory Partner shall be liable to another Signatory Partner for, or be considered to be in breach of or default under, this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

E. MEDIATION AND ARBITRATION. If a dispute arises under the terms of this Agreement, the Signatory Partners involved in the dispute shall first attempt to resolve the matter by direct negotiation. If the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

F. SIGNATORY PARTNERS LITIGATION PROCEDURES. Each Signatory Partner seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify Requester of such claim and shall not settle such claim without the prior consent of Requester. Such Signatory Partners shall have the right to

participate in the defense of said claim to the extent of its own interest. Signatory Partners' personnel shall cooperate and participate in legal proceedings if so requested by Requester, and/or required by a court of competent jurisdiction.

Article XIV - SUBROGATION.

A. REQUESTER'S WAIVER. Requester expressly waives any rights of subrogation against Responder, which it may have on account of, or in connection with, Responder providing Emergency Assistance to Requester under this Agreement.

B. RESPONDER'S RESERVATION AND WAIVER. Responder expressly reserves its right to subrogation against Requester to the extent Responder incurs any self-insured, self-insured retention or deductible loss. Responder expressly waives its rights to subrogation for all insured losses only to the extent Responder's insurance policies, then in force, permit such waiver.

Article XV - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.

Responder's employees, officers or agents, made available to Requester, shall remain the general employees of Responder while engaged in carrying out duties, functions or activities pursuant to this Agreement, and each Signatory Partner shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Signatory Partner shall provide worker's compensation in compliance with statutory requirements of the state of residency.

Article XVI - MODIFICATIONS.

Modifications to this Agreement must be in writing and will become effective upon approval by a two-thirds affirmative vote of the Signatory Partners. Modifications must be signed by an authorized representative of each Signatory Partner. EMAC will be the coordinating body for facilitating modifications of this Agreement.

Article XVII- NON-EXCLUSIVENESS AND PRIOR AGREEMENTS.

This Agreement shall not supersede any existing mutual aid agreement or agreements between two or more governmental agencies, and as to assistance requested by a party to such mutual aid agreement within the scope of the mutual aid agreement, such assistance shall be governed by the terms of the mutual aid agreement and not by this Agreement. This Agreement shall, however, apply to all requests for assistance beyond the scope of any mutual aid agreement or agreements in place prior to the event.

Article XVIII - GOVERNMENTAL AUTHORITY.

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement or the Signatory Partner. Provided that a governmental authority may alter its obligations under this Agreement only as to future obligations, not obligations already incurred.

Article XIX - NO DEDICATION OF FACILITIES.

No undertaking by one Signatory Partner to the other Signatory Partners under any provision of this Agreement shall constitute a dedication of the facilities or assets of such Signatory Partners, or any portion thereof, to the public or to the other Signatory Partners. Nothing in this Agreement shall be construed to give a Signatory Partner any right of ownership, possession, use or control of the facilities or assets of the other Signatory Partners.

Article XX - NO PARTNERSHIP.

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Signatory Partners or to impose any partnership obligation or liability upon any Signatory Partner. Further, no Signatory Partner shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Signatory Partner.

Article XXI - NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Signatory Partners. This Agreement shall not release or discharge any obligation or liability of any third party to any Signatory Partners.

Article XXII - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the Parties, with respect to the subject matters hereof.

Article XXIII - SUCCESSORS AND ASSIGNS.

This Agreement is not transferable or assignable, in whole or in part, and any Signatory Partner may terminate its participation in this Agreement subject to Article V.

Article XXIV - GOVERNING LAW.

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Washington State.

Article XXV - VENUE.

Any action which may arise out of this Agreement shall be brought in Washington State and King County. Provided, that any action against a participating County may be brought in accordance with RCW 36.01.050.

Article XXVI - TORT CLAIMS.

It is not the intention of this Agreement to remove from any of the Signatory Partners any protection provided by any applicable Tort Claims Act. However, between Requester and Responder, Requester retains full liability to Responder for any claims brought against Responder as described in other provisions of this agreement.

Article XXVII - WAIVER OF RIGHTS.

Any waiver at any time by any Signatory Partner of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right, shall not constitute or be deemed a waiver.

Article XXVIII - INVALID PROVISION.

The invalidity or unenforceability of any provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Article XXIX - NOTICES.

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be conveyed and facilitated by EMAC, care of the KCOEM, 3511 NE 2nd Street, Renton WA 98056, Phone: 206-296-3830, Fax: 206-205-4056. Such notices, given in writing, and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, (iii) transmitted by electronic mail, or (iv) sent by United States Mail, postage prepaid, to the EMAC.

Signatory Documentation Sheet

The Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington is intended to be adopted as the framework for participating organizations, within King County, to assist each other in disaster situations when their response capabilities have been overloaded. Components, as of January 2014, are the following:

- Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County
- Agreement (legal and financial)

IN WITNESS WHEREOF, the Signatory Partner hereto has caused this Regional Coordination Framework for Disasters and Planned Events to be executed by duly authorized representatives as of the date of their signature:

ORGANIZATION:

_____

ADDRESS:

_____

_____

_____

AUTHORIZED SIGNATURE:

_____

_____

_____

DATE:_____

Please submit this form to the King County Office of Emergency Management
3511 NE 2nd Street
Renton, WA 98056

Exhibit 2

Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations in King County, Washington

King County

February 2014

Emergency Management Partners,

As we arrive at another milestone in our regional planning efforts here in King County, we would like to share a brief look back on the cornerstone efforts of the 'Regional Disaster Plan' and its notable history.

It is reality that disasters do not respect jurisdictional boundaries, let alone economic environments. Our citizens throughout King County expect the public, private, non-profit and tribal entities to work together in responding to and recovering from a disaster. Geographical King County is 2,134 square miles of diverse terrain with over 1.9 million people, 39 cities, over 120 special purpose districts, two tribal nations, and over 700 elected officials. With our population density, complex system of governance, and significant hazards we face, disasters present the need to plan for a coordinated response among governments, non-profits and businesses.

In 1998, elected officials from Seattle, Suburban Cities and King County passed a motion (#10566) to initiate the planning efforts of a 'regional response plan and mechanism to share resources.' That effort was pioneering new territory by establishing a cooperative and voluntary platform linking private businesses, non-profit organizations, government agencies, and special purpose districts. Through collaborative planning and participation, hundreds of entities can behave in a coordinated manner, provide assistance to each other and maintain their authority.

The King County Office of Emergency Management (KCOEM) began the 'regional planning' effort in 1999 and formed the Regional Disaster Planning Task Force (now the Regional Disaster Planning Work Group). Any and all partnering disciplines, agencies and organizations were invited to the table and actively participated in taking the ground breaking steps to create the 'Regional Disaster Plan for Public and Private Organizations in King County.' Over a two-year period many meetings were held, numerous ideas and concepts discussed and debated, and multitudes of briefings and updates all contributed to a collaborative and transparent regional planning process. Throughout the process the multi-disciplinary groups representing King County Emergency Management Advisory Committee (EMAC) and the King County Regional Policy Committee were briefed and engaged. By early 2001, a Basic Plan and legally vetted 'Omnibus Legal and Financial Agreement' were completed, and then… September 11th occurred.

All of us found ourselves in a new era. Our view of the world changed significantly post September 11th and we collectively recognized the need to be even more collaborative in our emergency management efforts. Even the largest of cities would not be able to do it alone. The cumulative efforts of all those engaged partners had moved the regional plan from a concept to the reality of an actual plan ready for signature and implementation. In January 2002, with EMAC endorsement, the EMAC Chair Barb Graff (City of Bellevue Emergency Management) and Co-Chair Bill Wilkinson (Port of Seattle) initiated the inaugural promulgation of the 'Regional Disaster Plan for Public and Private Organizations in King County.' By December 2002, 99 cities, fire districts, businesses, schools, water and sewer districts and non-profits were official signatory partners. That same year the 9-11 Commission and the National Association of Counties (NACo) formally awarded and recognized KCOEM for the regional collaboration and planning endeavor – the 'Regional Disaster Plan.'

The original Regional Disaster Plan was designed using the model of the Federal Response Plan, i.e. a basic plan followed by a series of "Emergency Support Functions," such as communications and transportation. Through the following years and various Presidential Directives (transitions to the National Response Plan and the National Incident Management System), the Regional Disaster Planning effort continued to engage regional partners from public, private, non-profit and tribes and alternations were made to keep the Plan current. Additional promulgations occurred with Plan updates and more signatory partners joined. With the last official promulgation and signatory process in March 2008, and with continued interest since then, there are currently 145 signatories.

Over time partners and the region have matured with additional focused planning efforts (mass care, evacuation, regional catastrophic, etc.), putting the Regional Disaster Plan in a good position to evolve. After over a year's work of transformation, the Plan (along with the associated Agreement, which is the legal and financial document addressing sharing of resources; formerly the 'Omnibus') are in a new state. Embodying again true regional coordination, the Plan has transitioned to a new format: 'Regional Coordination Framework for Disasters and Planned Events.' In a streamlined form, the new Framework (like the former Plan) facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County. By leveraging existing plans, the Framework focuses on five key areas of coordination:

- Direction and Coordination
- Information Collection, Analysis and Dissemination
- Public Information
- Communications
- Resource Management

All emergency management partners will be provided the opportunity to review and comment on this new and fresh Framework through an identified process. The goal is to roll out the Framework and Agreement to all partners in January 2014 for official promulgation and signature. Regional Disaster Planning Work Group and EMAC members will be active in informing and promoting the intent and benefits of the Framework and Agreement.

The efforts put forth by the Work Group have been well coordinated, and the EMAC has been kept apprised and has advised as needed. We look forward to your agency and organization officially joining in supporting this Framework. Through this Framework, together we can assist one another in a more coordinated response, which will ultimately assist in the quicker recovery of our communities and economy.

Sincerely,

Dominic Marzano, Chair
City of Kent Emergency Management

Gail Harris, Vice Chair
City of Shoreline Emergency Management

Emergency Management Advisory Committee (EMAC)

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Exhibit 2

Log of Changes

Date of Change	Description of Change	Page #

Introductory Materials

Promulgation

The Regional Coordination Framework (formerly the Regional Disaster Plan) is intended to embody the true essence of regional collaboration and coordination. From its inception in 1998, by King County Motion #10566, this regional plan "... allows for shared resources and cooperation within existing capabilities and is consistent with emergency management priorities established by the governing body of each jurisdiction, special district, organization or appropriate agency." The value of the Framework that is that the organizational networking and administrative workload can be coordinated in advance of a disaster, thus expediting the response capability from partner to partner and throughout the region.

Approval and Implementation

The Regional Disaster Planning Work Group (RDPWG) is the inter-jurisdictional and multi-disciplinary group responsible for developing, enhancing, and maintaining the Regional Coordination Framework. The RDPWG consists of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM). All emergency management partners are included and encouraged to participate throughout the review and vetting process.

Modifications to the Framework and its related documents are shared and distributed to all partners. Ongoing reviews and feedback shall occur routinely. When Framework modifications have been vetted through the RDPWG and initial review conducted by partners, the RDPWG Chair/Co-Chair will present them to EMAC for review and endorsement. In accordance with King County Motion #10566, "Any draft regional plan proposed by the Emergency Management Advisory Committee (EMAC) should be submitted through each jurisdiction, special district, organization, or appropriate agency governing body for review and comment." Therefore, all updated documentation is presented for 'Open Comment' for at least 30 days. Emergency management partners are responsible for reviewing and vetting through their internal channels for any concerns and/or issues. Those concerns and/or issues that arise may be documented and sent to the King County Office of Emergency Management. All comments will be reviewed and addressed by the RDPWG, which will in turn recommend amendments and/or changes to EMAC for consideration and recommendation.

The RDPWG holds open meetings, keeps all partners apprised of work and products, and provides reports to EMAC. According to King County Motion #10566, the RDPWG in coordination with EMAC, will "…report to the regional policy committee periodically on its progress in developing the plan, and bring forward to the regional policy committee significant policy issues arising in the process."

Distribution

EMAC will formally endorse the Framework and associated Agreement, and through their 'letter of endorsement,' begin encouraging adoption by partners (public, private, non-profit) within their respective jurisdiction, agency and/or organization. The King County Office of Emergency Management will be responsible for collecting, gathering and maintaining the emergency contact information for participating partners as well as the signatory sheets for those partners who are signatory to this Framework's associated Agreement.

In recognition of the expanding nature of this Framework and the partnerships it encourages, a comprehensive distribution list cannot be provided within this document. Please visit the King County Office of Emergency Management website for a full and current listing of partners to the Regional Coordination Framework and signatories to the associated Agreement.
http://www.kingcounty.gov/safety/prepare/EmergencyManagementProfessionals.aspx

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I. Purpose, Scope, Situation Overview and Assumptions

Purpose

The Regional Coordination Framework for Disasters and Planned Events facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County, Washington. It provides a framework whereby cooperative relationships can be formed among public, private, tribal and non-profit organizations in order to accomplish this common goal. Through the implementation of this framework, the resources and capabilities of the public, private, tribal and non-profit sectors can be more efficiently utilized to minimize the loss of life and property and to protect the environmental and economic health within King County.

The Regional Coordination Framework is a voluntary guide to regional response and short term recovery actions. Signatory partners are those organizations from the public, private, tribal, and non-profit sectors in geographic King County that are committed to working together in accordance with this framework and have signed the associated Agreement. There is no preferential treatment or priority given to those partners who are signatory to the Agreement versus those who are not. The benefit of being a signatory partner to the RCF and the Agreement is to save time during a disaster by having decision making authority for jurisdictions already in place and on file.

Scope

The RCF applies to any disaster or planned event that concurrently challenges multiple jurisdictions or multiple disciplines within King County or affects a single entity to such a degree that it relies upon external assistance. The Framework and the associated Agreement are intended to be utilized in conjunction with other state and local emergency plans, including but not limited to mutual aid agreements such as the Intra-state Mutual Aid System (within Washington State), the Emergency Management Assistance Compact (state-to-state), other public, non-governmental organization, tribal, or private sector agreements, and the Pacific Northwest Emergency Management Arrangement (States of Alaska, Idaho, Oregon and Washington and the Province of British Columbia).

The Framework addresses strategic response activities and allocation of incoming scarce resources for those disasters or planned events where normal emergency response processes and capabilities become overtaxed, or where there is a need for regional coordination of response operations shared situational awareness and coordinated public information due to the complexity or duration of the disaster(s). The

associated Agreement articulates the financial aspects of voluntarily participating in accordance with the Framework.

Although the focus is on disaster response, the Framework assumes future coordinated efforts to address regional protection, mitigation, preparedness, and recovery issues. Likewise, while relationships with other counties and neighboring jurisdictions are not specifically included in this Framework, they are not precluded from participating as a partner.

The framework describes five key areas of coordination:

- Direction and Coordination
- Information Collection, Analysis and Dissemination
- Public Information
- Communications
- Resource Management

Situation Overview

Disasters and planned events can present unique challenges to the public and private sectors for the efficient and effective use of resources, the protection of lives and property, the protection of the regional economy, and the preservation of the environment or other essential functions. Natural or human-caused hazards may have impacts sufficient to require partners to seek assistance or manage emergency resources and supplies through use of this Framework. Specific information about natural or human-caused hazards may be accessed from emergency management jurisdictions.

Planning Assumptions

- No perfect response is implied by the availability of this framework
- Local, regional, and state resources may not be sufficient to respond to all needs in a timely fashion
- Damages to regional infrastructure may result in unreliable communications and slow delivery or distribution of requested resources
- Impacts to some partners may require assistance from other partners, adjacent counties, the State of Washington, Emergency Management Assistance Compact partners, or the Federal Government and other entities
- Emergencies may require the establishment and/or multi-jurisdictional coordination of emergency actions
- Participation in the Regional Coordination Framework is voluntary

- Acquisition, use, and return of resources as well as the reimbursement for those resources are guided by the associated Agreement
- Regional policy decision-making participants will vary from disaster to disaster
- All partners will comply with federal, state, and local legal obligations
- The King County Office of Emergency Management (KCOEM) will serve as the lead for regional emergency management activities. KCOEM will activate the Regional Communications and Emergency Coordination Center (RCECC) in support of disaster response or planned event coordination, during which the RCECC will be the focal point for information sharing and regional resource coordination
- First responders will continue to be directed by their incident commanders
- Each partner will retain its own internal policies, processes, authorities, and obligations and organize and direct its internal organization continuity

II. Concept of Operations

In the event of a disaster or planned event requiring central coordination at the RCECC, operational authority will remain with partners and local incident commanders. Local procedures will be followed and Emergency Operations Centers or Emergency Coordination Centers (EOCs or ECCs) staffed in accordance with partner plans. Procedures governing internal actions will be maintained by the partner. All necessary decisions affecting response, protective actions, and advisories will be made by those officials under their existing authorities, policies, plans, and procedures. Use of and adherence to the Regional Coordination Framework is voluntary.

The Framework provides a structure for disaster response operations that:

- Uses geographic divisions or zones of the county to:
    - Facilitate coordination of information sharing
    - Assist in the management of resource request processes, prioritization and tracking
- Provides centrally coordinated emergency functions within the region utilizing the King County RCECC
- Provides a mechanism for regional policy decision-making
- Augments existing mutual aid agreements by providing pre-designated legal and financial ground rules for the sharing of resources
- Is consistent with the National Incident Management System (NIMS) and is based on the Incident Command System (ICS)

Exhibit 2

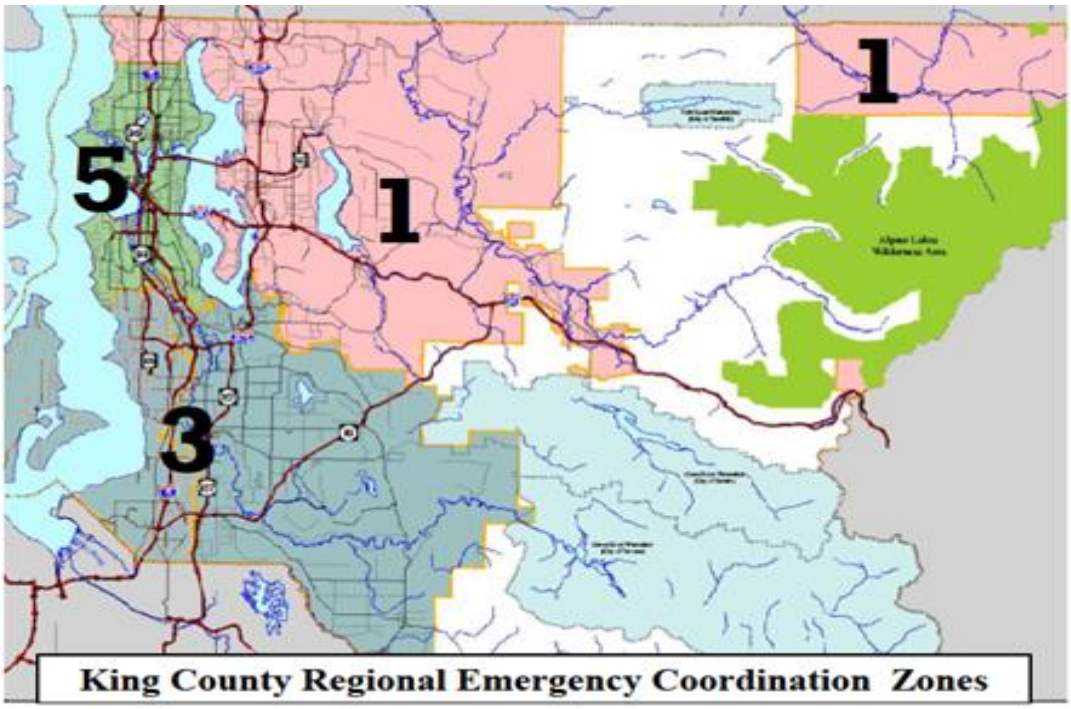

Figure 1: King County Emergency Coordination Zones (2012)

Geographic Divisions

Predetermined geographic divisions of the County have facilitated efficient preplanning efforts as well as the sharing of information and coordination of priorities, operations, and application of resources during a disaster or planned event. The three Regional Emergency Coordination Zones correlate to the existing King County Fire Zones are (see Figure 1):

- Emergency Coordination Zone 1 – North and East King County
- Emergency Coordination Zone 3 – South King County
- Emergency Coordination Zone 5 - the City of Seattle

Each Zone may develop protocols and procedures for carrying out inter- and intra-zone coordination and response functions. During the response to a disaster or planned event, these zone coordination functions may operate through a Zone Coordinator from the King County RCECC or in a decentralized location.

Organizations that provide services throughout geographic King County ("regional service providers") may not have the resources to coordinate their service delivery and response activities directly with all three Emergency Coordination Zones simultaneously. Instead, these regional service providers may provide a single point of coordination through the King County RCECC. Examples of regional service providers include: public health/medical, banking and finance, energy, transportation, information

and telecommunications, agriculture, emergency services, chemical industry, food, water, etc. Regional service providers may provide a representative directly to the affected zone and/or the King County RCECC.

Central Coordination

Where central coordination of regional emergency actions is needed, the King County RCECC may provide a location from which to coordinate.

In accordance with the National Response Framework, the King County RCECC utilizes a hybrid response organization that embeds subject matter experts into the Incident Command System structure through Emergency Support Functions (ESFs). The ESFs, listed below, represent fifteen broad categories that enable subject matter expertise, like resources, and similar capabilities to be aligned into groups to aid coordination.

ESF 1 – Transportation
ESF 2 – Communications
ESF 3 – Public Works & Engineering
ESF 4 – Fire Response
ESF 5 – Emergency Management
ESF 6 – Mass Care, Housing, & Human Services
ESF 7 – Resource Management
ESF 8 – Public Health, Medical and Mortuary Services
ESF 9 – Search & Rescue
ESF 10 – Oil & Hazardous Materials
ESF 11 – Agriculture & Natural Resources
ESF 12 – Energy
ESF 13 – Public Safety & Security
ESF 14 – Recovery
ESF 15 – External Affairs
ESF 20 – Military Support to Civil Authorities

In its role as an Emergency Coordination Center, the King County RCECC facilitates operational response at the regional level and supports operational response activities that are managed at the local level; the RCECC does not make operational decisions for local jurisdictions or partners unless specifically requested. Rather, the RCECC facilitates regional support activities that have been developed collaboratively amongst the appropriate stakeholders, represented through the ESFs and Zone Coordinators.

When the RCECC has been activated, Zone Coordinators and regional service providers may coordinate their efforts from the King County RCECC, via their respective ESF Coordinator, the EOC/ECC of their local emergency management jurisdiction or most impacted partner. Coordination between regional service providers and partners may be from locations remote to the RCECC by electronic means. Healthcare organizations will coordinate through the Northwest Healthcare Response Network, which will in turn coordinate with emergency management jurisdictions through ESF 8, Public Health, Medical and Mortuary Services.

When the RCECC has not been staffed by ESFs, partners will continue to coordinate with other partners, contractors, or mutual aid partners and will brief their local EOC/ECC or emergency management office (with emergency management jurisdiction as defined in RCW 38.52) and the King County Office of Emergency Management (KCOEM) Duty Officer if appropriate,. Partners should establish a relationship with their local emergency management jurisdiction in advance.

Once the RCECC has been activated, the RCECC will be contacted through the main RCECC email, radio talk group, or phone number. Information and resource requests will be directed to the most appropriate combination of zone coordinator(s), logistics, planning, or operations (ESFs) sections for their actions.

The King County RCECC Regional Communications and Emergency Coordination Center (KC RCECC) facility is located at 3511 NE 2nd Street, Renton, Washington, 98056.

Transition from regional response to regional long-term recovery

Response efforts at the RCECC entail the immediate actions needed to protect lives and safety of the population, protect or affect temporary repairs to infrastructure, and protect property or the environment. Long-term recovery includes permanent repair, relocation, or replacement of that infrastructure or property. Long-term recovery may take months or many years depending on the nature of impacts. Long-term recovery and potential federal assistance to tribal nations, the public and private sectors is governed by the Stafford Act and other documents with specific terms including the Code of Federal Regulations and Treaties. A separate document addresses regional long-term recovery.

III. Responsibilities

In accordance with Ordinance 17075, King County Government has the responsibility to foster cooperative planning within regional concepts to its emergency mitigation, preparedness, response, and recovery efforts and to serve as the coordinating entity for cities, county governmental departments and other appropriate agencies during incidents and events of regional significance. In addition, King County shall enter into mutual aid agreements in collaboration with private and public entities in an event too great to be managed without assistance.

When an emergency impacts regional King County, the King County RCECC and local EOCs or ECCs may be staffed to address the consequences of the emergency impacts to the public, government, and regional partners or to support regional first responders.

This section of the framework introduces the concept of a regional coordination process that may be needed to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources or transition into long term recovery. The diagram below describes the structure and relationship of regional organizations in response. Also, see Direction and Coordination as well as the Terms and Definitions at the end of this framework.

All Signatory Partners will:

- Identify an Emergency Point of Contact
- Work with their authorized emergency agency in their operations or coordination centers as identified under RCW 38.52.070
- Develop, maintain, and utilize internal emergency plans and procedures
- Direct information and resource communications to their local Emergency Operations or Coordination Center, or the RCECC Section as appropriate
- Equip and train a workforce to sustain emergency operations
- Participate in the development of this framework
- Seek and secure mutual aid documentation
- Abide by the caveats of the this Framework's associated Agreement
- Request regional decision-making on policy issues as needed

The mechanism for regional policy coordination:

- Collaboration on the execution of emergency powers, suspension or limitation of civil liberties
- Collaboration to establish strategic priorities for the allocation of limited resources in support of King County strategic goals and regional objectives
- Communicate with partners and the general public directly or to the public through the RCECC Joint Information Center (JIC)

Elected and Appointed Officials will:

- King County Executive will Serve as the facilitator of the mechanism for regional policy decision-making
- Establish and work through their authorized Emergency Operations or Coordination Centers
- Utilize their established emergency and continuity plans
- Identify Emergency Points of Contact for the jurisdiction with full authority to commit or request resources, personnel, and make decisions on behalf of the jurisdiction

- Work with and through their designated emergency managers for resource needs that cannot be filled within their jurisdiction, mutual aid agreements, available private sector sources, or within the emergency management zone
- Coordinate with private sector partners through their designated EOC or ECC
- Issue emergency proclamations and implement authorized emergency powers
- Coordinate selection and implementation of emergency powers through the mechanism for regional policy decision-making
- Abide by the caveats of the this Framework's associated Agreement

RCECC Incident Manager will:

- Direct RCECC coordination activities
- Recommend formation of and composition of a mechanism for regional policy decision-making
- Keep the those involved with regional policy decision-making informed of policy issues, incident coordination and progress
- Communicate regional policy decisions to the RCECC staff
- Recommend and have drafted a County emergency proclamation as needed
- Work with and direct the Joint Information Center and functional sections of the activated RCECC
- Host Zone Coordinators and regional partners as liaisons to the RCECC
- Establish and adjust regional objectives, identify policy issues, and allocate resources with input from Zone Coordinators and regional service providers
- Facilitate regional situational awareness, Common Operation Picture and information sharing with regional partners and the public
- Facilitate an effective and efficient resource management process

RCECC Joint Information Center will:

- Communicate information to the public and partners that may affect their lives, safety, health, property, or services
- Implement a Joint Information System to assist in coordinating public information

Zone Coordinator(s) may:

- Represent the cities within their designated zone in the RCECC
- Collect and communicate information to the RCECC and the Incident Manager
- Collaborate with the Incident Manager to establish and adjust regional objectives, identify policy issues, and allocate resources
- Direct partner representatives to seek resources within their zone before forwarding requests to the RCECC

- Request regional decision-making on policy issues with notice to the emergency managers
- Maintain situation awareness on needed policy issues and resource requests
- Make limited operational decisions on behalf of their designated zone
- Facilitate information sharing between RCECC and Zone

RCECC Sections will:

- Develop situational awareness and support information sharing throughout the region and up to the state.
- Receive, allocate, track resource issues from county departments and regional partners. Any resources that cannot be provided from within the geographic county shall be attained via contract or forwarded onto the state for action.
- Manage and retain documentation in support of the incident.
- Serve as network control for regional radio communications between regional Emergency Operations or Coordination Centers

Local Authorized EOCs and ECCs will:

- Work within their organization's and zone's resources and capabilities before requesting resources from the RCECC
- Communicate resource requests to the RCECC Logistics Section and their Zone Coordinator in the RCECC when availability within their zone has been exhausted
- Include private sector, non-governmental sector, and tribal nations in local EOC decisions, information sharing and resource management
- Utilize the appropriate mechanism for resource requests to the RCECC
- Support the functions and protocols established in this framework
- Have or can quickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization
- Participate in decision making conference calls or physical meetings as appropriate and conditions allow

Emergency Contact Points will:

- Be in an established line of succession that includes names, addresses, and 24-hour phone numbers for each partner
- Make emergency contact information available to regional partners, King County OEM, and the RCECC when staffed
- Have or can quickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization

- Participate in decision-making conference calls or physical meetings as appropriate and conditions allow

Resource Lenders will:

- Make available such resources as will not deter the Lender of the ability to continue efforts toward its own response objectives
- Abide by the conditions described in the this Framework's associated Agreement

Resource Borrowers will:

- First seek and exhaust access to resources within their organizational authority
- Seek mutual aid and commercial resources within their emergency management zone
- Request resources through the King County RCECC in accordance with the this Framework's associated Agreement

State of Washington will:

- Seek and accept damage reports and situation reports from the King County RCECC
- Accept and process resource requests received from the King County RCECC
- Seek sources of assistance to fill regional King County logistical needs
- Proclaim a state of emergency, if warranted

Federal government will:

- Provide response assistance to the State of Washington as available and requested under a state proclamation of emergency
- Direct appropriate federal agencies to lend assistance to the State of Washington where possible
- As appropriate, declare a state of emergency in support of response and recovery from the impacts of an emergency in Washington State and/or to regional tribal nations

IV. Direction and Coordination

The Regional Coordination Framework does not carry the authority of code. It is a voluntary agreement between partners to the Regional Coordination Framework and the associated Agreement and any annexes that may be crafted for the benefit of the region. King County and each authorized emergency management agency within King

County are required to have, maintain, and implement their own emergency plans in accordance with Revised Code of Washington (RCW) 38.52. Similarly, other public entities, private sector, non-governmental organizations (NGOs), and tribal nations may maintain plans that describe how they will direct and manage emergencies within their scope of authority. The National Incident Management System (NIMS), National Response Framework and King County Ordinance 17075 are the basis for the regional direction and coordination function described here.

Purpose

The purpose of this section is to identify a mechanism for regional policy decision-making, a process for policy coordination and strategies for the allocation of limited resources to regional disasters within established criteria and priorities.

Situation and Scope

Tactical direction and control of resources available to onsite/on scene incident commanders remains within the established organizational direction of the incident commander. See this Framework's associated Agreement.

Loaned employees remain the employees of the lending organization while under the direction of the borrowing organization during their assignment.

Where regional policy decision-making is needed, elected officials may enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources under proclaimed emergencies. Regional Partners may not be bound by all of the regional decisions made. Decisions may impact regional partners that are not signatories to the Framework's associated Agreement.

All political subdivisions retain the authority to direct requests for assistance to the Washington State Governor's Office and the State Emergency Management EOC.

Establishing Regional Decision-Making

Regional policy decision-making may be informed by the King County Executive, Local Health Officer, the legal representative(s) of cities and tribal nations as required by the disaster and subject matters experts, as necessary. Initial coordination between impacted regional partners may occur through the initiation of a conference call by the King County RCECC, the request for such coordination by one or more Zone Coordinators, or at the request of one or more partners. Subsequent meetings, whether at the RCECC or by conference call will be scheduled and announced to all authorized emergency management agencies in sufficient time to allow maximum participation.

Coordination meetings and call announcements will include representatives from authorized emergency management agencies under RCW 38.52.070 and tribal nations. The interests of private sector and non-governmental organizations should be represented by their most appropriate authorized emergency management agency.

The King County Executive or designee will facilitate the meetings whether virtual or conducted at the RCECC. Partners and representatives participating in regional policy decision-making may vary from disaster to disaster depending on the experienced impacts to the region. All partner representatives must have the authority to represent their organization for consensus decision-making and commitment or request resources. Verification of personnel will be conducted internally through local EOCs or ECCs.

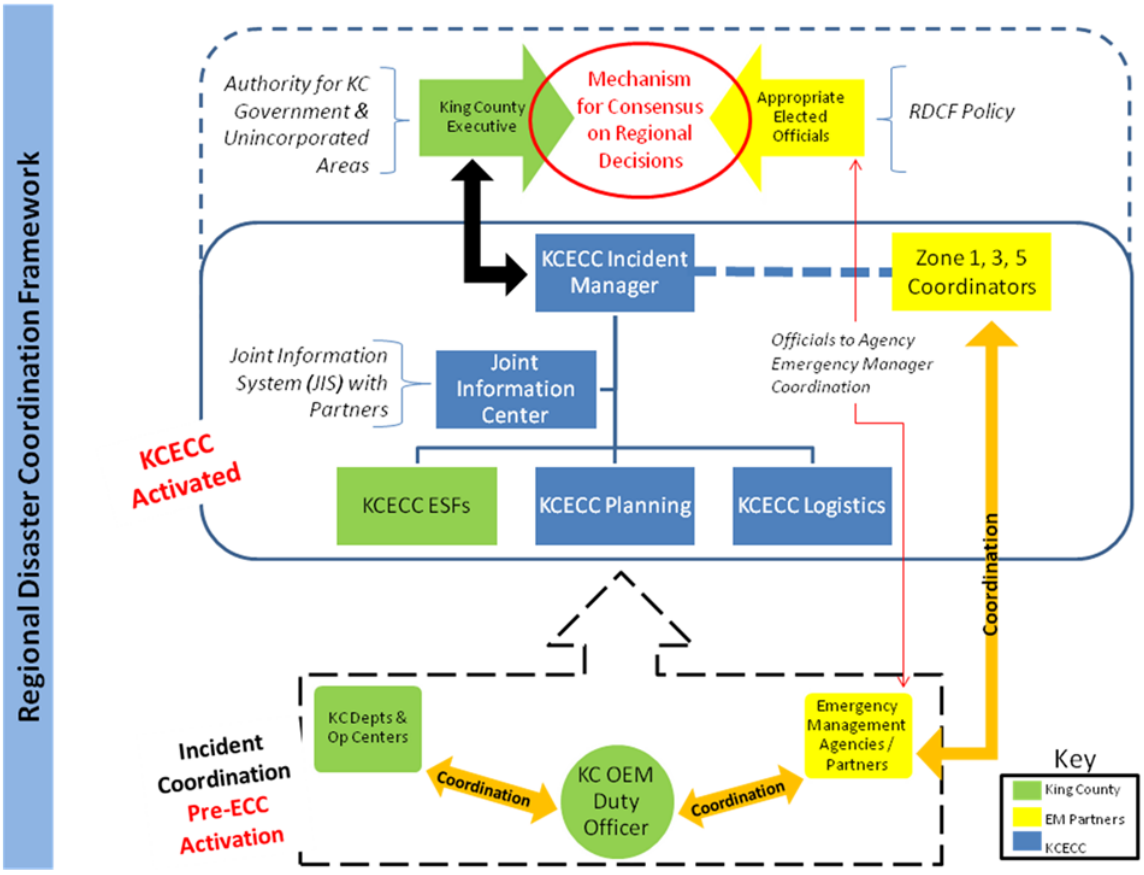

Figure 2: Information and escalation flow for regional policy decisions

Establish regional response priorities, policies, and decisions

Information guiding the decision-making process will be made available to all partners prior to the conference call or physical meeting.

Policy deliberations will occur between the County Executive and whichever cities and tribal nations are needed to participate in regional policy decision-making. When regional decision-making is needed, all attempts will be made to come to consensus on all decisions.

General criteria for policy decisions will include doing the most good possible within each category and may include but is not limited to:

- Preservation of life, safety and preservation of human health
- Caring for vulnerable populations
- Preservation of public infrastructure and property
- Protection of the regional economy
- Protection of the environment
- Preservation of private property

The King County Incident Manager will assign someone to document the announcement of the conference call and/or physical meeting, the participants and attendees, the agenda, decisions, next steps, and known or anticipated future conference calls or meetings times/dates and locations as may apply.

Policy decisions will be communicated through local Emergency Operations and Coordination Centers and disseminated via the Joint Information System.

V. Information Collection, Analysis, and Dissemination

For the purposes of the Regional Coordination Framework, the collection, analysis, and dissemination of information include Situational Awareness and Public Information.

Situational Awareness

Situational awareness is knowing *what is going on* around the region, understanding *what needs to be done* in the region, and distributing such information to regional partners.

Purpose

The purpose of this section is to describe the process of how the region establishes and maintains situational awareness during regional incidents and events. This process is critical to effectively create stability, implement response, and undertake recovery within the region. With this process documented, the region will have a major component of its Common Operating Picture (COP) established.

Situation and Scope

Situational awareness is developed by timely and accurate information about the level of impact, resources currently utilized in the response, resources available to support the response, and perceived needs of the jurisdiction, partner and public. Each entity manages the information and needs specific to that entity and its area of responsibility. When entities share their specific situational awareness with each other and partners develop an understanding of each other's impacts and needs, a Common Operating Picture (COP) is created. The development and management of situational awareness and a Common Operating Picture are vital to effective and efficient response and proactive planning on a regional level.

Responsibilities

It is expected that all partners (public entities, tribal nations, private sector, and non-governmental organizations) manage their own situational awareness streams. When disasters occur, impacted partners will consolidate damage and situational information with their most appropriate emergency management jurisdiction EOC or ECC. Local EOCs and ECCs will relay all appropriate information to the King County RCECC. The region's situational awareness and Common Operating Picture are dependent on all streams of information.

The County Zone Coordinators will play a pivotal role by incorporating information from their related geographic areas into the region's COP. The King County RCECC will have the responsibility to collate these streams into a shared situational awareness as part of the region's COP.

Concept of Operations

Information collection, analysis, and dissemination are critical elements that must be maintained before, during, and after a disaster. Through coordination and collaboration, KCOEM and regional partners support a regional information management strategy through all phases of emergency management with a particular emphasis on both preparedness and response to ensure a smooth transition into a response drive information management cycle.

Since situational awareness is part of a larger COP, an information management cycle (often referred as a reporting cycle) will be developed to facilitate regional partners providing their information streams. The cycle will identify when information will be collected and distributed.

The 24 hour cycle of the regional planning clock consists of two operational shifts within the RCECC, beginning at 0700 and 1900 respectively. In general, the RCECC will

compile information and publish it in a situation report every 12 hours. Additionally, snapshots, brief updates to the more complete situation report, may be generated every three hours. Partners are expected to maintain the capability to share and receive information and to actively participate in information sharing within the region.

Recognizing that not every incident will occur on a timetable to easily fit within the 24 hour planning clock established; the King County RCECC may adjust the planning clock as necessary but will always strive to attain a 0700 and 1900 cycle. One benefit of the planning clock is the pre-determined sequence of events that are necessary to best prepare for and inform critical decision making throughout the response coordination. The planning clock recognizes the importance of sequencing events where the collection and analysis of available information is followed by internal briefings, distribution of information to partners and the public, internal and external conference calls, and objective setting for future operational periods. The schedule of these information management steps recognizes the local and national media deadlines for the morning work commute (usually about 0430) and the evening commute deadline (usually about 1500).

Fundamental products of situational awareness such as snapshots, situation reports, etc., are designed to represent the current situation and ultimately project the future status of an incident or event. Essential elements of information will be identified for each disaster or planned event. At a minimum the following essential elements of information will be incorporated within snapshots and situation reports:

- Current situation or situation update
- Availability of regional services
- Local operation and coordination center activation status(es)
- Impact on and response by geographic area (i.e. city or zone) or Emergency Support Function (i.e. transportation, public health, utility, etc)

References

- Zone 1, 3, and 5 Situation Report Templates
- KC RCECC Situation Report and Snapshot Templates
- King County CEMP
- List of Plans-Reference to “Plans Inventory”

VI. Public Information

A cooperative and technically effective use of the media, Internet, social media channels, and community warning systems will provide the best chance of conveying life-safety and public awareness information to large numbers of at-risk people.

Purpose

The purpose of this section is to establish a regional Joint Information System (JIS) that will support emergency response through the effective development, coordination, and dissemination of emergency public information in the event of a wide-spread emergency or disaster within King County. The expected outcomes of this coordinated planning effort are intended to facilitate:

- Coordinating communications between agencies, tribal nations, and organizations with the media and public for accurate and consistent messaging
- Establishing a central point for information distribution on behalf of partners needing public information assistance as well as facilitating regional information coordination
- Expanding the utility of electronic notification systems to include online multi-organizational systems to intentionally enhance information sharing amongst partners
- Establishing and/or utilizing redundant community warning systems to ensure messaging is sent to impacted areas by the most expedient means possible

Situation and Scope

When multiple regional partners recognize a need to coordinate the distribution of emergency information to the public, a Joint Information System may provide a process for consistent messaging. A Joint Information System may include a wide range of public, private, non-governmental, or tribal partners to include partners from beyond the geographic boundaries of King County.

Responsibilities

All partners are invited to contribute to this communication capability. While there are some agencies, prescribed by law or designated authority, that are responsible to enact specific systems, such as the Emergency Alert System and other jurisdictional or community warning systems (i.e. reverse 911 capabilities), it is with the combined and coordinated use of all our collective communication systems that we can reach the broadest number of people with the most accurate information.

Public and Tribal Entities

E911 Centers in King County, The King County RCECC, Public Health - Seattle & King County, cities, special purpose districts, and Tribal EOC's, National Weather Service, Washington State Emergency Management Division, are all

examples of public sector organizations and Tribal Nations with warning and notification capabilities. These organizations use their access to electronic notification systems, websites, web based systems, reverse dialing from 911 database, social media, PIO's, media releases, phone banks, trap lines, and volunteers who hand deliver information to disseminate and receive critical information.

Private Sector

Private partners can aid in warning and notification by coordinating the release of critical information or receiving information through their own internal communication processes and working within the Regional Joint Information System (see below for definition) to disseminate and receive critical information.

Non-Governmental Organizations (NGOs)

Non-government organizational partners also aid in reaching the more vulnerable populations that may not receive warning messages from more traditional means. Ensuring that NGOs support the receipt and dissemination of critical information is critical to meeting the needs of vulnerable community members.

Concept of Operations

This section assumes that regional partners will establish a public information function to provide emergency information and warning to their respective communities and constituent's before, during, and after a disaster or planned event. This emergency information function should include the coordination of information with other affected organizations. For the purposes of the Regional Coordination Framework, we are addressing the need to coordinate for a wide scale disaster with regional impacts.

Notification and Warning

There are multiple warning systems that currently exist throughout all levels of government that provide alert and warning notification to governmental agencies as well as the public. Details on specific systems can be accessed through the appropriate local emergency management jurisdiction. Non-governmental, private and non-profit partners should be familiar with the various systems available through their respective emergency management jurisdiction. All partner organizations should also be familiar with the various systems utilized by partner emergency management jurisdictions to activate support personnel and Emergency Contact Points identified in accordance with this Framework. All partner organizations are encouraged to use their agency's email, social media sites, and phone systems to pass on appropriate warnings to employees and customers.

Joint Information Centers/System (JIC/JIS)

Joint Information Centers (JICs) are physical and centralized locations from which public affairs and critical emergency information responsibilities are performed. JICs facilitate operation of a Joint Information System (JIS) – the mechanism used to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and organizations.

The King County RCECC will activate a regional JIC/JIS as needed to verify and align various streams of information, and release timely messages to the media, key stakeholders, and the general public. This information is issued in cooperation with affected jurisdictions, agencies, and organizations. Regional partners may be asked to send a representative to assist with JIC/JIS operations, either through direct support within the JIC or via remote access (phone, internet, video conferencing). This does not preclude any jurisdiction, agency, organization, or Tribal Nation from issuing information that pertains to them exclusively; however it is highly recommended that the regional JIC/JIS be informed of those communications.

References

- King County CEMP ESF 15
- King County Emergency Coordination Center Operations Manual
- King County Public Information Officers (PIO) Procedures Guidelines
- Regional Joint Information Center (JIC) Manual

VII. Communication

The ability to communicate through a variety of different mediums in order to share timely information and to gain accurate situational awareness is critical during disasters and planned events. During a large scale regional disaster it is paramount to sound decision-making.

Purpose

The purpose of this section is to establish a communication process where regional partners will have the capability to access information “lines” to the King County RCECC, while establishing one central location to collect, prioritize, and disseminate information. These access modalities can generate from several different technologies. Redundant systems are in place for better odds of gaining access during times when many of these communication modes may not be functional.

Situation and Scope

This section of the Framework describes the communications process and systems needed to manage information collection and distribution during a disaster or planned event as the organizational structure expands and contracts within geographic King County.

Responsibilities

It is expected that all partner organizations will endeavor to obtain and maintain a variety of ways to communicate their status and resource needs to their respective emergency management jurisdiction and the King County RCECC during disasters and planned events. The King County Office of Emergency Management will test these internal communication systems on a regular basis to ensure communication connectivity with regional partners. Maintaining communication connectivity is critical to successful response during a disaster. It is expected that regional partners will work with KCOEM to maintain their internal communications systems, test them, and improve upon them as resources allow.

King County RCECC may act as a network control manager for radio frequencies and talk groups used to maintain situation awareness, support decision-making, manage resources, or to continue regional services.

Concept of Operations

To facilitate internal communication for situational awareness, partners have a variety of means at their disposal to give and receive information.

Emergency communications includes tools, processes, interoperability, and redundancy that govern the management of information, warning and notifications, decision-making, and resource management. Survivable infrastructure is an important element of the support needed to ensure continuous communications within and between regional partners. Available tools may include email, regular phone service, cell phones, 800 MHz radios and talk groups, VHF radio frequencies, amateur radio, facsimiles, the internet, social media, reverse 911 programs, or other technology.

King County, in cooperation with other local jurisdictions and organizations, will support regional collaboration and information sharing. The RCECC will serve as the primary information hub for regional communications including a regional Common Operating Picture. Information on operational or policy topics may be posted as available.

References

- King County Communications Plan
- Tactical Interoperable Communications Plan

VIII. Administration, Finance, and Logistics

This section to the Regional Coordination Framework describes the maintenance of the document and the management of resources in response to emergency impacts to geographic King County. The financial management of costs and expenses incurred during an emergency is covered in the associated Agreement to this Framework.

Resource Management

Mutual Aid is considered the pre-agreed sharing of resources between entities to support response activities. During a disaster or planned event, requests for mutual aid within the zone should be the first call for help. During a disaster or when requests for mutual aid cannot be granted, any threatened participating organization can request resources from other participating organizations. This document facilitates the sharing of resources amongst regional partners willing and able to share resources.

The Resources section of the Regional Coordination Framework Agreement addresses resource lending and borrowing protocols. When a disaster is large or complex enough to initiate an emergency proclamation from the city, county or state level; various emergency powers may be enacted to aid and support resource management. Only jurisdictional cities, counties and tribal nations can sign an emergency proclamation. If further support is needed, the chief elected official or their successor/designee of the affected partner will proclaim an emergency, and then contact their designated Zone Coordinator or other Point of Contact and/or the King County RCECC to request further assistance.

Assistance may be requested by using one of the following mechanisms:

- A request or supply of resources under the auspices of this Framework's associated Agreement, or
- A request or supply of resources under the auspices of Intra-State Mutual Aid or Emergency Management Assistance Compact, or
- A request or supply of resources under the auspices of another form of mutual aid or other assistance.

Resource management involves knowing what resources are available to the region or county (inventory), identifying them based on what they are and what they can do (type and kind) and developing procedures and protocols for their use (request, dispatch, demobilization/recall).

Purpose

The purpose of this section is to describe a resource management process which regional partners within King County will follow in a disaster.

Situation and Scope

This section of the Framework describes the processes for management of regional finance and logistics during and after a disaster impacting regional partners to the Regional Coordination Framework and associated Agreement. This Framework expands on those principals described under Intra-State Mutual Aid RCW 38.56 for sharing resources.

Responsibilities

Regional partners will endeavor to obtain the ability identify, inventory, request, deploy, track and recall the critical resources needed to respond to, and recover from, any disaster.

Logistical and resource coordination will be through the three King County Emergency Coordination Zones and the King County Regional Communications and Emergency Coordination Center (RCECC).

The staff of the activated RCECC will coordinate and support regional resource management activities in collaboration with the region's Resource Management Workgroup through all phases of emergency management. Since resource management is critical to a successful resolution during a disaster, it is important that each regional partner commits to establish a process to describe, inventory, request, deploy and track resources within their jurisdictions and to work in a cooperative effort with the King County RCECC.

Equipment, supplies, and personnel needed by partner organizations should be sought first from within their own agency/jurisdictions/organization, other local sources, mutual aid agreements, then within the King County Fire/Emergency Management zone, and then from King County RCECC. Resource needs beyond the capacity of the local level and King County will be forwarded to the State of Washington or through the State to the Federal Government.

Regional Coordination Framework partners will follow the legal and financial guidelines established in the associated Agreement.

In situations where important resources are scarce, the regional decision-making mechanism may be utilized to recommend strategies for resource management. The King County Executive, or designee, still retains the authority for King County government resource priorities and distribution. As noted earlier and also reflected in the Framework's associated Agreement, all entities retain authority over their resources, and respective elected officials retain authority over their government resource priorities and distribution. See Direction and Coordination.

Concept of Operations

King County Office of Emergency Management maintains a 24/7 duty officer capability to assist partners during events when coordination needs arise. When activated for disasters or planned events, the RCECC will be the focal point for resource management for all regional partners within King County, King County government and unincorporated areas.

KC RCECC, in cooperation with other local jurisdictions, will

- Provide technology to assist with the primary tasks associated with resource management
- Manage a process to describe, inventory, request and track resources
- Activate these systems before and during a disaster/event
- Dispatch resources before and during a disaster/event
- Deactivate/demobilize or recall resources during or after a disaster/event

The KC RCECC will accept resource requests utilizing information provided on accepted forms. The resource requests will be accepted by: phone, email, radio, facsimile, hardcopy or any verifiable electronic method. Confirmation of receipt with the requestor will be made as soon as possible.

Requests for resources should be stated in terms of need (i.e. type and kind, mission requirements, etc.) and the particular resource if known. Should clarification of the request be required, follow-up may be conducted by a RCECC Logistics Section staff member, appropriate Zone Coordinator, or appropriate ESF representative.

The KC RCECC will update the resource request status, ensuring full disclosure of where the request is within the process. All requested resources will be tracked through completion of assignment as many resources will be in high demand amongst the many regional partners within King County. Effective and efficient response coordination is

aided by expeditious reassignment of resources from partner to partner rather than having a high demand resource is completely demobilized from the disaster and returned to its parent organization prior to reassignment to another requesting partner.

The borrowing organization will maintain status and resource information for effective and efficient resource use. Resources committed to a disaster will remain available to that incident site until they are released by the on-scene command structure or re-called by their own organization.

When resources are no longer needed, they will be released and demobilized by the on-scene Incident Commander/Manager, the organization that made the initial request, or the RCECC Incident Manager. The requestor must ensure that the resource is in the agreed upon condition prior to returning to the lending agency or vendor**.** In addition, the requestor must communicate the resource status to the KC RCECC for tracking.

References

- Memorandum of Understanding for Coordinated Policy and Decision Making During an Emergency
- Resource Typing System Governance Document
- King County CEMP ESF 7 Resource Support
- KC RCECC Resource Request Process
- Revised Code of Washington 38.56

IX. Document Development and Maintenance

Planning Limitations

This Framework and associated Agreement forge new territory as a cooperative agreement among public and private organizations, and as such, may not have completely anticipated the issues in public/private cooperation and resource sharing. During simulations, exercises, or real disaster, interactions may occur that illustrate shortcomings in the design that would require modifications or clarifications in this Framework.

In a situation where the King County RCECC cannot perform the duties outlined in this document, those duties could be assumed by the Washington State EOC.

Regional partners to this Framework will make every reasonable effort to prepare for their responsibilities identified within this document in the event of a disaster. However, all resources and systems are vulnerable to natural, technological and human caused

disasters and may be overwhelmed. Regional partners can only attempt to respond based on the situation, information and resources available at the time.

There is no guarantee implied by this Framework that a perfect response to a disaster or planned event will be practical or possible. Regional partners, including their officials and employees, shall not be liable for any claim based upon the exercise of, or failure to exercise or perform a public duty or a discretionary function or duty while carrying out the provisions of this Framework.

Training and Exercises

Training

Training is a vital component to helping all regional partners understand the purpose and scope of the document. Collaboratively, regional partners are responsible for training their organizations to the purpose, scope and operations of the Framework. The King County Office of Emergency Management is responsible for assisting potential partners with training their community or organization. The training effort can be accomplished through presentations to public, private and non-profit organizations on the benefits of working within the auspices of the Regional Coordination Framework.

Exercises

Exercises are conducted to determine if the Framework is operationally sound. Exercises of the Regional Coordination Framework may be conducted collectively as a county region, by zone or by individual partner. Evaluations of exercises will identify strengths and weaknesses encountered during the exercise and may identify necessary changes to the document and components. In conjunction, training may also be identified to facilitate in overall effectiveness of the Framework and its support documents.

Ongoing Document Development and Maintenance

This framework has been developed and will be regularly updated by the Regional Disaster Planning Work Group. The Work Group consists of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM).

The King County OEM will ensure continuity of the Regional Disaster Planning Work Group, which will coordinate updates to this document. King County OEM will maintain

and publish the Framework and supporting materials on the King County OEM web site at http://www.kingcounty.gov/prepare.

Suggested changes will be considered yearly and can be mailed to: King County Office of Emergency Management, 3511 NE 2nd Street, Renton WA 98056. Faxes will be received at (206) 205-4056. Telephone messages can be left at OEM's general number: (206) 296-3830. The King County OEM Plans Manager is the staff person specifically tasked with the maintenance of the Regional Coordination Framework, its associated Agreement and any annexes to the Framework.

Modifications to this Regional Coordination Framework and its associated Agreement will be developed by the Regional Disaster Planning Work Group and then submitted to the Emergency Management Advisory Committee for review and comment. Further vetting with regional partners beyond the membership of EMAC will also be conducted.

X. Terms and Definitions

'Agreement' – refers to identical agreements executed in counterparts which bind the executing signatory partners to its terms and conditions to provide and receive Emergency Assistance. The terms and conditions of the Agreement are all identical and the execution of the Agreement binds a signatory partner to all other signatory partners who have executed identical Agreements in counterparts. To be effective for purposes of receiving Emergency Assistance, this Agreement and the Regional Coordination Framework must be fully executed and received by the King County Office of Emergency Management.

'Borrower' – refers to a signatory partner who has adopted, signed and subscribes to the associated Agreement, and has made a request for emergency assistance and has received commitment(s) to deliver emergency assistance pursuant to the terms of the Agreement.

'Disaster' – refers to but is not limited to, a human-caused or natural event or circumstance within the area of operation of any participating partner causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected signatory partner, in terms of personnel, equipment and facilities, thereby requiring emergency assistance.

'Emergency Contact Points' – refers to the persons, in a line of succession, listed on the Emergency Contact Information Form to be submitted to the Zone Coordinator and the King County Office of Emergency Management by each partner. The list includes names, addresses, and 24-hour phone numbers of the Emergency Contact Points of each partner. The people listed as Emergency Contact Points will have (or can quickly get) the authority of the partner to commit available equipment, services, and personnel for the organization. Note: The phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency Contact Point(s) is acceptable.

'Emergency Operations or Coordination Center (EOC/ECC)' – refers to a location from which coordination of emergency response and recovery functions can be hosted.

'Framework' – 'Regional Coordination Framework for Public and Private Organizations in King County' ("Framework") means an all-hazards architecture for collaboration and coordination among jurisdictional, organizational and business entities during emergencies in King County.

'Lender' – refers to a signatory partner who has signed the Agreement and has agreed to deliver Emergency Assistance to another signatory partner pursuant to the terms and conditions of the Agreement.

'Long-term Recovery' – (FEMA description) refers to the phase of recovery that may continue for months or years and addresses complete redevelopment and revitalization of the impacted area.

'National Incident Management System' (NIMS) – (FEMA description) refers to the systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

'RCECC' – refers to the King County Regional Communications and Emergency Coordination Center; the location from which information and resource management is conducted in support of disasters or planned events.

'Region' – refers to geographic King County and its adjacent jurisdictions.

'Regional Partners' – refers to all public, private, non-governmental, or tribal organizations that may or may not be signatory/subscribing organizations to the Regional Coordination Framework, the associated Agreement and its annexes.

'Regional Policy Decision-Making' – refers to the mechanism established to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, and/or determine strategies for the allocation of scarce resources under proclaimed emergencies.

'Regional Service Providers' – refers to those organizations, both public and private, that provide services to the region. These may include but are not limited to: adult and juvenile detention facilities, water and sewer utilities, power companies, transit, food distribution, or other services.

'Response' - (FEMA description) refers those capabilities necessary to save lives, protect property and the environment, and meet basic human needs after a disaster has occurred.

'Short Term Recovery' – (FEMA description) refers to the phase of recovery which addresses the health and safety needs beyond rescue, the assessment of the scope of damages and needs, the restoration of basic infrastructure and the mobilization of recovery organizations and resources including restarting and/or restoring essential services for recovery decision-making.

'Signatory Partners' – refers to those organizations signatory to the associated Agreement of the current Regional Coordination Framework.

'Zone(s)' – refers to those geographic areas conforming to the fire response zones in King County and designated Zone 1 (north and northeast county), Zone 3 (south and southeast county to include Vashon Island), and Zone 5 (the City of Seattle).

'Zone Coordination Function' – refers to those activities that may include pre-planning, training, or information collection and resource status activities within a particular Zone.

'Zone Coordinators' – refers to those individuals who may perform the Zone Coordination Function.

XI. Authorities and References

RCW 38.52.070 (summary)

Incorporated jurisdictions in King County are mandated by RCW 38.52.070 to perform emergency management functions within their jurisdictional boundaries. Although

special purpose jurisdictions and private businesses are not mandated under RCW 38.52, this framework allows such entities to participate in this regional response plan.

RCW 38.56 Intrastate Mutual Aid System (summary)

Code that describes the sharing of resources between political subdivisions of Washington State, documents like mutual aid agreements, and others governing the terms under which resource may be borrowed, loaned, and reimbursement protocols.

King County Ordinance 17075, May 2, 2011

The King County Office of Emergency Management is tasked with regional coordination in disaster preparedness, response, recovery and mitigation by King County ordinance 17075.

Excerpts: "The mission of the office of emergency management shall be to provide for the effective direction, control, and coordination of county government emergency services functional units, to coordinate with other governments and the private, non-governmental sector, in compliance with a state-approved comprehensive emergency management plan, and to serve as the coordinating entity for cities, county governmental departments, and other appropriate agencies during incidents and events of regional significance.

And,

"Foster cooperative planning at all levels to enable a uniform and rational approach to the coordination of multi-agency and multi-jurisdictional actions for all regional mitigation, preparedness, response, and recovery efforts."

The Washington Mutual Aid Compact (WAMAC)

The Washington Mutual Aid Compact (WAMAC) is the operational implementation of the Intrastate Mutual Aid System and provides for resource sharing between governments in response to a disaster which overwhelms local and mutual aid resources. The elements of this Regional Coordination Framework are designed to work in conjunction with the operational elements of WAMAC.

Mutual Aid Agreements

Any participating organization may enter into separate emergency assistance or mutual aid agreements with any other entity. No such separate agreement shall terminate any responsibility under the Regional Coordination Framework or associated Agreement.

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: 2/7/2017

Originating Department: Parks and Recreation

Clearances:

- ☑ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☑ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: A Resolution for the purpose of amending Section 2.2 of the City's travel policy

Action Required: Adoption of the Resolution

Exhibits: 1. Resolution

Budget: This Resolution has no budgetary impact

Summary Statement: This resolution amends the City's current travel policy as it relates to pre-authorization and rates of reimbursement for travel by City Council members.

Background: The City's travel policies were overhauled in 2015. After over a year of experience with the new policy in place staff has identified areas where administrative changes in the policy will ease traveler burden, while still maintaining best practices.

The following section of the travel policy is proposed to be amended as follows:

<u>Strike section 2.2 from the travel policy, in its entirety:</u>

"Hotel, airfare, and rental car expenses incurred by City Councilmembers must have approval, by the Finance Committee, before travel arrangements are reserved. All hotel, airfare, and rental car arrangements for City Council will be booked by the City Manager's Executive Assistant."

<u>The new section 2.2 will read as follows:</u>

"Travel by City Councilmembers to conferences, specified in the budget, and local meetings do not require preapproval for attendance. All other travel requires preapproval by the Finance Committee before travel arrangements are reserved. The rate of reimbursable costs, including budgeted travel, for all hotel, airfare, and rental car expenses for City Councilmembers will be determined by the City Manager or designee. (It is recommended that price determination take place a minimum of five weeks prior to travel.)"

The wording in the new section 2.2 above was reviewed and discussed at length at the Finance Committee in 2016 and the text above was recommended for approval. Passage of this resolution by City Council would authorize staff to incorporate this into existing City policy.

Financial Impact: None.

Recommended Motion: Approve the resolution.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION No. R2017-_____

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ESTABLISHING A TRAVEL POLICY THAT CONFORMS TO STATE LAW REQUIREMENTS FOR CITY-RELATED TRAVEL AND TRAVEL EXPENSE REIMBURSEMENTS

WHEREAS, it is necessary to provide the City of Sammamish with a travel policy and procedures that comply with State law requirements of Chapter 42.24 RCW; and,

WHEREAS, the City Council desires to ensure that the City's system of travel and reimbursement of expenses conforms to the requirements imposed by State law; and,

WHEREAS, certain revisions to the current policy are recommended to ease in the administration of the policy and allow more efficient and cost effective booking of travel in advance of events to obtain early registration, airfare and other pricing discounts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Adoption of Amended Travel Policy section 2.2 that will read as follows:

"Travel by City Council to conferences, specified in the budget, and local meetings does not require preapproval. All other travel requires preapproval by the Finance Committee before travel arrangements are reserved. The rate of reimbursable costs, including budgeted travel, for all hotel, airfare, and rental car expenses for the City Council will be determined by the City Manager or designee. (It is recommended that price determination take place a minimum of five weeks prior to travel.)"

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF FEBRUARY, 2017.

CITY OF SAMMAMISH

_____

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk:	February 2, 2017
Passed by the City Council:	
Resolution No.:	R2017-_____

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: 1/27/2017

Originating Department: Parks and Recreation

Clearances:

- ☑ Attorney
- ☐ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☐ Public Works
- ☑ City Manager
- ☑ Parks & Recreation

Subject: Beaver Lake Preserve Phase IIA Trail Improvements: Washington Trails Association Contract Amendment

Action Required: Authorize the City Manager to sign a contract amendment with the Washington Trails Association to continue constructing trails as part of the Beaver Lake Preserve Phase IIA Trail Improvements project.

Exhibits:

1. Contract Amendment
2. Original Contract

Budget: $250,000 is allocated in the 2017-18 Parks CIP for the Beaver Lake Preserve Phase IIA Improvements.

Summary Statement:

Washington Trails Association (WTA) was awarded a contract on March 22, 2016 for trail construction services at Beaver Lake Preserve. Under this contract amendment, WTA will facilitate twenty (20) additional work parties at Beaver Lake Preserve between April and September, 2017. The cost for the twenty (20) additional work parties is $15,000. This contract amendment is required to secure our place on the WTA work calendar this spring through fall.

These additional work parties will complete an accessible trail extension to the lake and a soft surface trail loop south of Beaver Lake Drive SE. We are anticipating three to four work parties each week, consisting of 10 to 12 volunteers at each work party. WTA maintains an extensive volunteer database and will likely draw from that pool to help fill the volunteer crews. In addition to work parties that will be open to the public, WTA will also run private volunteer events with the local high schools, Boy Scouts, Sammamish YMCA and other interested groups. They will continue intermittent work parties in the summer and return in the fall if there is any remaining work to be completed.

The original scope of work included 30 work parties (approximately 3,000 volunteer hours) in April 2016. To date, WTA has built approximately one-half mile of new trails, completed all trails north of Beaver Lake Drive SE and constructed three crossings where new trails cross wetlands and an existing stream.

Background:
WTA is a non-profit agency that manages a large volunteer work force to support and facilitate trail construction in all areas of Washington State. A similar partnership agreement was successfully utilized to construct trails as part of the Beaver Lake Preserve Phase I Improvement Project in which WTA and City staff-led work parties constructed over 1.35 miles of trails. WTA was also a key partner in constructing the extensive trail network at Evans Creek Preserve.

Fees are paid to WTA to support the administration of this volunteer program including supervisory staff (provided by WTA), training, construction oversight and other necessary items, such as work tools and safety equipment. The City will provide the materials needed to construct the trails and provide additional staff support as needed during the trail construction project.

Project Background/Overview:
Beaver Lake Preserve is a 76-Acre property located northwest of Beaver Lake. The property is bisected by West Beaver Lake Drive SE. Phase I improvements were constructed from January 2006 to July 2007 and included completion of 1.35 miles of trails, a 10-car gravel parking lot, an informational sign kiosk and a portable restroom with enclosure.

Phase IIA improvements began in the spring of 2016 and consist of additional trails to close an existing trail loop as well as trail extensions to Beaver Lake. Three new crossings were constructed where the new trails cross wetlands and an existing stream. Other proposed improvements consist of restoration to the picnic meadow, site furniture, signage and a few viewing platforms.

Financial Impact:
The contract amendment with WTA is in the amount of $15,000. The total authorization amount requested for this contract is $16,500. This includes a contract with WTA in the amount of $15,000. The remaining authorized amount of $1,500 will cover additional trail construction services (if needed). The initial contract with WTA was $25,100, bringing the total contract to $41,600.

A total of $250,000 is allocated in the 2017-18 Parks CIP budget for the Beaver Lake Preserve Phase IIA design and construction project.

Recommended Motion:
Authorize the City Manager to execute Contract Amendment #1 with the Washington Trails Association in the amount of $15,000 for trail construction services for the Beaver Lake Preserve Phase IIA Trail Improvements project and authorize an additional 10% contingency (total authorization not-to-exceed $16,500) for additional trail construction services if needed.

Exhibit 1

SUPPLEMENTAL AGREEMENT

Amendment Number: 1	Date: 01/04/17
Project: Beaver Lake Preserve Phase IIA	City Project number: NA
Consultant: Washington Trails Association	Contract Number: C2016-142

The City of Sammamish desires to amend the agreement with Washington Trails Association for the continuation of trail construction services as part of Beaver Lake Preserve Phase IIA Trail Improvements. All provisions in the basic agreement remain in effect except as modified by this agreement.

The changes to this agreement are described as follows:

I. Add twenty (20) trail construction work parties to the original contract.
II. Additional work parties will be scheduled between April and September 2017.

PAYMENT shall be amended in accordance with the consultant cost determination attached and as summarized as follows:

Original Contract Amount:	**Current Contract Amount**	**Net Change This Amendment**	**Estimated Contract Total After Change**
$25,100.00	**$25,100.00**	**$15,000.00**	**$40,100.00**

1/11/17 Washington Trails Assoc. Date	Approved: City of Sammamish Date

Exhibit 1

EXHIBIT A

Scope of Services

The City of Sammamish (City) shall provide plans, materials, permits and other technical guidance necessary to construct new trails at Beaver Lake Preserve as part of Phase IIA improvements.

Washington Trails Association (WTA) shall provide trail maintenance volunteers and provide the tools and crew leaders necessary to train them in the techniques of trail maintenance and construction.

The work performed pursuant to this Agreement shall be part of Volunteer Work Events (Event) for trails, and WTA shall set the dates and times of each Event and be responsible for the publicity and training at the Event. City personnel may be, but are not required to be present at Events.

At the conclusion of each event, WTA shall be eligible for reimbursement of its expenses at the rate of $750 per Event. It is understood by both parties that an Event will average 10-15 volunteers and the volunteer hours will average 100 per Event. WTA may request reimbursement quarterly by submitting an invoice, using the form set forth in Exhibit "B", detailing the date and hours of each Event. It is the goal of both parties that these Events will result in a minimum of 2000 hours in 2017 (20 work parties).

Exhibit 2

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Washington Trails Association

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Washington Trails Association, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

___ According to the rates set forth in Exhibit "__"

_X_ A sum not to exceed $25,100.00

___ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been

mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement**. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices**. Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name	Washington Trails Association
Contact Name	Karen Daubert
Street Address	705 2nd Ave #300
City, State Zip	Seattle, WA 98104
Phone Number	(206) 625-1367
Email	karen@wta.org

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx."

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: Tim L Van B
Print Name: _____	Print Name: Timothy L Van Beek
Title: City Manager	Title: Field Program Manager
Date:_____	Date: 3-11-2016
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

EXHIBIT A

Scope of Services

The City of Sammamish (City) shall provide plans, materials, permits and other technical guidance necessary to construct new trails at Beaver Lake Preserve as part of Phase IIA improvements.

Washington Trails Association (WTA) shall provide trail maintenance volunteers and provide the tools and crew leaders necessary to train them in the techniques of trail maintenance and construction.

The work performed pursuant to this Agreement shall be part of Volunteer Work Events (Event) for trails, and WTA shall set the dates and times of each Event and be responsible for the publicity and training at the Event. City personnel may be, but are not required to be present at Events.

At the conclusion of each event, WTA shall be eligible for reimbursement of its expenses at the rate of $750 per Event. It is understood by both parties that an Event will average 10-15 volunteers and the volunteer hours will average 100 per Event. WTA may request reimbursement quarterly by submitting an invoice, using the form set forth in Exhibit "B", detailing the date and hours of each Event. It is the goal of both parties that these Events will result in a minimum of 3000 hours in 2016 (30 work parties).

WTA will also provide professional services to the City for trail layout and staking. WTA shall be eligible for reimbursement for 40 hours professional service at $65.00 per hour.

Exhibit 2

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Rev 8/2015

Exhibit 2

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ _____

Date Authorized Signature (Required)

Exhibit 2

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: 2/1/2017

Originating Department: Parks and Recreation

Clearances:

- ☑ Attorney
- ☐ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☑ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: PRO Plan Update Consultant Contract

Action Required: Authorize the City Manager to sign a contract with Conservation Technix to provide consulting services for the 2018 Parks, Recreation and Open Space (PRO) Plan Update.

Exhibits: 1. Consultant Services Contract

Budget: An allocation of $200,000 was approved in the 2017-2018 budget for the PRO Plan Update Project.

Summary Statement:

The Parks and Recreation Department desires to entire into a contract with Conservation Technix to update the Parks, Recreation and Open Space (PRO) Plan. This project was included in the 2017-18 budget and identified as one of the priority plan updates for this biennium.

The PRO Plan is part of the City's Comprehensive Plan and is consistent with the guidelines established by the Growth Management Act. The current PRO Plan was adopted in 2012 and to maintain eligibility for state grants, the City is required to update the plan every six years. The PRO Plan update is scheduled to be completed (approved by City Council) by the end of February 2018. Upon award of this contract, the planning process will commence beginning with a robust public outreach process.

A Request for Proposals was issued for consultant services to complete the PRO Plan update at the end of 2016. A total of six firms responded to the RFP. Based on work with projects of a similar nature, the experience and qualifications of the consulting team, reference checks and the ability to meet the project timeline, Conservation Technix was selected to perform this work.

Background:
Since updating the PRO Plan in 2012, much has changed in Sammamish. This includes the construction of the Community and Aquatic Center, thereby expanding the civic campus and introducing many new recreation opportunities to the community. Also since 2012, the City has received parkland donations, undergone a significant annexation and completed a number of park improvement projects. All of these changes impact parks services in Sammamish and will be a component of the PRO Plan update.

Looking to the future, the PRO Plan establishes goals and policies that provide the framework for addressing strategic growth, development and improvement of the City's parks and recreation system. This update will also now include a recreation trails component, which was previously included in the Trails, Bikeways and Paths (TBP) Plan. The City Council recently decided to suspend this plan in favor of including non-motored planning as component of the PRO Plan and the Transportation Master Plan.

General Project Scope of Work:
At the November 1, 2016 regular meeting, the City Council confirmed the general scope of work for this planning process and that input was used to develop the final scope of work as further described below. A more detailed task and deliverable schedule is available in the attached contract Scope of Work on page 9.

1. <u>Existing Conditions and Baseline Analysis (February – April)</u>
   Review of existing plans and studies, demographics and trends, base mapping and spatial analysis as well as parkland, trail and amenity inventory and assessment.

2. <u>Community Engagement (February – September)</u>
   A vigorous approach consisting of a public involvement plan, branding and templates, project webpage, social media plan, stakeholder interviews and briefings, public meetings (3), community event presence, Virtual Town Hall, database development and reporting for all engagements. This phase also involves coordination with the statistically valid survey component of the Land Acquisition Planning Process.

3. <u>Community Needs Assessment (March – July)</u>
   Includes a needs assessment and gap analysis for City park infrastructure, assessment and benchmarking of level of service standards, as well as a recreation, volunteer and cultural arts programming assessment.

4. <u>Draft Plan Review (July – September)</u>
   The draft Plan will include a compilation of analyses and recommendations from the planning process, including chapters detailing public process, system inventory, community needs, goals and implementation strategies. A prioritized and updated Capital Facilities Plan will also be part of this project. A State Environmental Policy Act (SEPA) Checklist will be completed as part of the project and will run September through December.
5. <u>Final PRO Plan Review and Approval (October – February)</u>

During this last phase, the draft and final document will be reviewed by the Arts, Parks & Recreation and Planning Commission as well as the City Council.

One important consideration of this planning process is timing. In order to be eligible for state grants, which is the primary source of significant park funding, this plan must be adopted by the end of February 2018. The work demand and thorough public process makes for a tight project timeline and any significant delays could push completion beyond the state's early March deadline for eligibility submittal.

Financial Impact:
The contract with Conservation Technix is a not-to-exceed agreement of $162,590. However, the total authorization amount requested is $178,890. The balance is a 10% contingency amount to cover any additional services, if needed during the 14-month project. This $178,890 allocation is within the approved 2017-18 budget allocation of $200,000.

Recommended Motion:
Authorize the City Manager to execute a contract with Conservation Technix in the amount of $162,590 for consultant services for the Parks, Recreation and Open Space Plan Update project and authorize an additional 10% contingency (total authorization not-to-exceed $178,890) for additional services needed during this project.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: __Conservation Technix Inc._____

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Conservation Technix Inc, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

X According to the rates set forth in Exhibit " A "

X A sum not to exceed $162,590

___ Other (describe): _____

_____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending June 1, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

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expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

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B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

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Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

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E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

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City of Sammamish Parks & Recreation Director
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name	Conservation Technix Inc.
Contact Name	Steve Duh
Street Address	PO Box 12736
City, State Zip	Portland, OR 97212
Phone Number	503-989-9345
Email	steve@conservationtechnix.com

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: http://www.bls.dor.wa.gov/cities/sammamish.aspx.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By:_____
Print Name: _____	Print Name: STEPHEN DUH
Title:_____	Title: President
Date:_____	Date: 1/31/17
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

Exhibit A

City of Sammamish

Parks, Recreation & Open Space Plan Update

Scope of Work

Task 1: Project Initiation & Management

Hold a project kick-off meeting with City staff to review the scope of the project and to consider the following:

- Review and discuss the overall objectives and milestones for the project
- Discuss community interests and issues
- Define a public involvement plan to include team and staff roles
- Review and confirm the listing of key community stakeholders provided by the City
- Discuss concurrent planning efforts underway to assess options for coordination of efforts

The consultant team's project manager will hold periodic project coordination meetings, in-person or via phone conference, with City staff to review and discuss work products, prepare for community outreach, refine objectives and develop implementation strategies. Provide weekly email or telephone updates to City's project manager.

Task 2: Existing Conditions & Baseline Analyses

Task 2.1. Review of Existing Plans & Studies

Review and analyze all pertinent, existing print and electronic City-wide planning materials, including the 2012 PRO Plan, Comprehensive Plan, Town Center Plan and Town Center Infrastructure Plan, Puget Sound Regional Council, Mountain to Sound Greenway Trust Strategic Plan, budget, past citywide and Parks and Recreation Department-specific surveys, Town Virtual Hall topics, and others. Review and validate the parks and recreation goals of the comprehensive plan and other City policy statements. Coordinate with staff regarding relevant data and inputs from the Land Acquisition Strategy Plan, Urban Forestry Management Plan and Transportation Master Plan.

Task 2.2. Demographics & Trends

Compile relevant statistics and data to include Census figures and Washington OFM projections to profile population trends and other socioeconomic conditions. Examine recent studies and regional statistics, such as the Washington SCORP, NRPA data and sports industry association data, to develop a trend assessment uniquely-focused toward the City's offerings.

Task 2.3. Base Mapping & Spatial Analysis

Utilize GIS and Census data to analyze the parks and recreation system against distribution, proximity and accessibility criteria and identify potential shared uses or multiple uses of public lands for recreation. We will assess service areas and system deficiencies by utilizing a network-based walkshed gap analysis that illustrates areas of the City with optimal parkland access, as well as highlight areas underserved by park and recreation facilities.

Task 2.4. Parkland, Trail & Amenity Inventory & Assessment

Expanding upon existing City documentation and recently completed inventory reviews as part of the Land Acquisition Strategy project, conduct a physical assessment of existing parks, open spaces, trails, shared school district community facilities and recreational amenities to identify potential needs for improvement, enhancement or renovation, along with opportunities to establish or improve sustainable management practices. Evaluate and incorporate site assessment gathered during through the Land Acquisition Strategy process. Meet with operations staff to discuss facility needs, best management practices or challenges regarding the planned and potential growth of system assets and facilities.

Task 3: Community Engagement

Task 3.1. Public Involvement Plan

Develop a draft and final Public Involvement Plan (PIP) that provides key messages about the project, identifies key stakeholders, describes outreach methods, roles and responsibilities for conducting them, and a schedule for implementing them. Included in the plan will be a demographic analysis of the City. The analysis will look at a number of variables including age, race, educational attainment, and languages spoken at home. The analysis will also include any recommendations for engaging with populations that are typically under-represented in the City's planning efforts. The City and consultant team will discuss during the kick-off meeting the development of the plan's outline and its implementation schedule.

Task 3.2. Branding and Templates

Develop a draft and final project identity that will be used on all project materials. Develop draft and final templates for those materials. Materials include fact sheets, letters, display boards, handouts, comment forms, etc. The identity will also be used electronically on the website, emails, and via social media. The consultant team will provide the City two options for the identity prior to developing a draft of the selected option.

Task 3.3. Project Webpage

Prepare a project webpage that provides information about the PRO Plan, describing what it is and why it is being updated; its schedule, including key milestones; and opportunities to get involved. The webpage also will include a project library that will be updated with documents, including

reports, survey results, maps and other relevant information. The webpage will be updated 4 – 5 times during the planning process. The City will be responsible for posting all website content.

Task 3.4. Social Media Plan

Develop and implement a social media plan for the City's existing outlets (Facebook, Twitter, Instagram) that includes posts about the planning process (steps, opportunities to get involved, etc.), posts about what other cities are doing with regard to park planning (to provide a wider connection and to help generate ideas) and posts that promote other aspects of the community and its history (to provide context and to widen our audience). The social media plan will include a content management approach, posting schedule and protocols for responding to comments. The City will be responsible for posting to its social media outlets.

Task 3.5. Stakeholder Interviews and Briefings

Conduct and report the results of up to 3 small group discussions (up to 8 participants at each) with key stakeholders or a combination of up to 2 small group discussions and up to 3 individual interviews with stakeholders. The intent of these discussions is to identify and better understand stakeholders' ideas, concerns, and questions about the plan and to discuss the best ways to inform and involve the public. A topic guide will be used to guide the interviews and ensure consistency across all interviews. The interviews will be conducted prior to finalizing the PIP. The City and consultant team will jointly develop the interview list, and the consultant team will schedule and conduct the interviews and provide interview summaries.

Schedule and conduct up to 3 briefings with groups and organizations that have a specific interest in the PRO Plan. These could include the Klahanie HOA, City Council, and a joint session with the Parks and Recreation Commission, the Arts Commission and the Planning Commission. Report the results of all briefings. The consultant team will schedule the briefings upon approval by the City, and it is assumed that at least one City staff and one consultant team member will attend all briefings.

Task 3.6. Public Meetings

Plan and conduct three public meetings during the planning process to inform the public about the PRO Plan and to get their input at key milestones. Prepare materials for each meeting, including sign-in sheets, comment forms, handouts, display boards, directional signage, and presentations. Report the results of all meetings. It is assumed that the City will reserve all meeting locations, and that two to four city staff and two to four consultant team members will attend all meetings. Assist the City with developing content for public meeting notification, specifically drafting emails and press releases.

- Public Meeting #1: Conduct a citywide public meeting early in the planning process to introduce the PRO Plan, identify its schedule, describe its components and to get "big picture" input on public ideas, priorities, issues, and concerns.

- Public Meeting #2: Conduct a citywide public meeting at the midpoint of planning process to report back on what we heard at meeting #1, provide a progress update, and to present and get input on alternatives or scenarios for various elements of the plan.
- Public Meeting #3: Conduct a citywide public meeting once the draft plan is completed to report back what we heard at meeting #2, present the draft plan, and to get refinement-level feedback on the draft plan.

Task 3.7. Event Support

Identify and attend city events to inform the community about the PRO Plan and to get feedback from event attendees. The consultant team will support this task by producing new or existing materials for the events. City staff will identify, make reservations and attend events

Task 3.8. Virtual Town Hall Support

Provide draft and final content and support for one Virtual Town Hall. The City will post all content to the Virtual Open House. Consultant team support will be limited to guidance on questions to be asked of the public and assisting with comment analysis and reporting.

Task 3.9. Engagement Database

Develop and maintain an online relational database of all public contacts (public meetings, events, interviews, etc.), comments and issues. The consultant will update the database and generate reports at key milestones and as requested. The City will provide any existing contacts to the consultant team.

Task 3.10. Engagement Program Reporting

For community engagement tasks, we will prepare monthly reports that document progress and identify any issues that need to be addresses, as well as prepare a project closeout report that documents the public process and its results.

Task 3.11. Technical Assistance for Consolidated Survey Design

Provide technical assistance with survey questionnaire design for the planned, consolidated Land Acquisition Strategy and PRO Plan survey to be conducted as an element of the Land Acquisition Strategy project. This effort will include coordinating with City staff and the project team for the Land Acquisition Strategy project regarding survey question selection and questionnaire design. It is assumed that the team leading the Land Acquisition Strategy project will finalize the questionnaire, administer the survey and provide summary and tabular data.

Task 3.12. Supplemental Community Survey (Optional)

In the event that additional community data is needed to support the project, we propose a supplemental survey to serve as a tool to expand upon or refine survey data provided by the consolidated Land Acquisition Strategy and PRO Plan survey conducted early in this project. To this end, we will develop a new survey instrument in collaboration with staff to identify the community's preferences, needs, demand and the general use of parks, trails and recreation facilities to add additional detail for the PRO Plan about local priorities. We propose mixed-mode data collection:

land line, cell phone and online. The survey instrument may range in size of 10-15 questions with a sample size from 150-200, depending on the issues to be explored, final questionnaire design and City needs. We will analyze the findings and compile a summary report to highlight subgroup responses (age, gender, etc.) and attitudes for services and programs.

Task 4: Community Needs Assessment

Task 4.1. Needs Assessment & Gap Analysis for Parks, Open Space & Trails

Conduct a system gap analysis on City-owned recreational lands utilizing GIS modeling and findings from the inventory assessment. Summarize findings and statistics and specifically address potential park, trail, program and maintenance improvements to meet the service demands requested by the community and stakeholders. We will review the existing Trails, Bikeways and Paths Master Plan to improve our understanding of the City's planned trail network, hierarchies and priorities. Expanding upon the inventory review and discussions with staff, we will analyze options for the non-motorized trail system to explore potential improvements to fill network gaps and connect to natural areas, schools, public facilities and neighborhoods districts throughout the City. Other aspects of the needs assessment will address the following:

- Assess park service area needs, geographic distribution and identify future demand for parks, open space, trails, amenities and recreation facilities.
- Explore the role HOA properties play, if any, in the City's system and coordinate with the City regarding the sensitivity of this data in terms of how it is represented and evaluated.
- Evaluate service standards and re-align them as appropriate to meet the community's vision and existing and planned park system assets.
- Identify potential shared uses or multiple uses of public lands for recreation and ways to expand opportunities with the school district or other landowners.
- Identify opportunities for the re-use or re-purposing of other City-owned lands that are not currently serving a recreational use.
- Analyze and evaluate the existing and potential trail system to explore improvements to fill network gaps and connect to natural areas, schools, public facilities and neighborhood districts throughout the City and explore linkages to other regional trail corridors.
- Evaluate the existing and potential trail system for connections within the City and to surrounding recreational resources.
- Assess the provision of parks and recreation services in light of demographic shifts.
- Explore programmatic and policy linkages to promote active lifestyles, and to the local business and development community for the provision of recreation amenities via partnerships.

Task 4.2. Park Level of Service Assessment & Benchmarking

We will utilize GIS, community survey and national data to assess the City's existing and future levels of service. Coordinate with staff on the approaches to service standard assessments that build from the existing investment per capita approach, which may include NRPA's Park Metrics database

(formerly PRORAGIS), comparable cities and local history. Examine and assess a secondary service standard methodology possibly based on geographic distribution or population density. Review current park classifications in terms of hierarchy, appropriateness and function, and discuss the potential for locally-relevant revisions to classifications to fit with local recreation needs, staff direction and an estimate of financial implications.

Task 4.3. Recreation & Cultural Arts Level of Service Programming Assessment

The project team will complete a comprehensive analysis of how Sammamish Parks and Recreation currently provides recreation and cultural arts programs and services. This will include a gap analysis where possible deficiencies or shortcomings are identified, as well as program strengths being recognized. This will be accomplished through a combination of site visits and interviews with key programming staff, as well as a review of existing program data and information. This assessment will then be coordinated with the public input findings, industry best practices, and recreation and cultural arts programming trends analysis to develop a program plan for Sammamish that will map areas of focus, methods of delivery, and required resources for future recreation and cultural arts programming. An implementation plan that is specific to recreation and cultural arts programming will then be developed with input from Sammamish Parks and Recreation Department staff and the project team.

Task 5: Preliminary Plan Development

Task 5.1. Draft PRO Plan

The draft Plan will outline a framework for the improvement and growth of City recreation facilities, amenities and parks to the specific needs of the community. This framework will help clarify funding, program objectives, development or resource goals, and it will set a long-range vision for the City and provide clear action items and strategies for implementation.

The draft Plan will include a compilation of all the analyses and recommendations from the planning process and will include chapters detailing the public process, system inventory, community needs, goals and implementation actions and strategies - consistent with RCO guidelines. The Plan will incorporate the following:

- Articulate clear goals and policies for park, trail, open space and recreation facility service delivery
- Recommend levels of service adjustments; Assess and recommend enhancements for programs, events and facilities
- Prepare strategies for parks, trails and open space for planning, acquisitions and maintenance, built from recent planning efforts and community feedback
- Identify performance measures to track and monitor outcomes
- Review maintenance requirements resulting from planned improvements and system growth
- Identify opportunities for cooperative arrangements with civic groups, businesses and initiatives with nearby municipalities, such as Issaquah, Redmond and King County

- Identify opportunities for volunteer activity, neighborhood / citizen participation in the City's recreation offerings and opportunities for regional and interagency cooperation
- Identify potential public funding sources, financing options, grants and strategic partnerships with private entities

Develop a Capital Facilities Plan that identifies in priority order and sequences the actions necessary to implement Plan recommendations. Generate initial cost projection for all proposed park and recreation components, renovation and redevelopment, potential land acquisition and potential new development. Prepare a strategy and priorities for phased implementation of proposed recommendations. Capital facilities plan components will be organized based on funding availability, ease of implementation and construction cost.

Following the staff review of the preliminary draft plan, revise the document and produce a public draft Plan for distribution to and review by the commissions, City Council and general public.

Task 5.2. SEPA Checklist

Following the compilation of the public review draft of the PRO Plan, we will prepare a non-project SEPA Checklist to address the potential environmental impacts resulting from PRO Plan recommendations. We will coordinate with staff to generate the appropriate determination and rely on staff to publish the SEPA Checklist and aggregate comments received.

Task 6: Plan Review & Approval

Task 6.1. Parks & Recreation Commission Review

Conduct up to two study sessions with the Commission for their review and comment. The sessions will focus on the draft PRO Plan and highlight the key considerations about services, policies, program strategies and capital priorities. Comments and direction will be incorporated into the Plan and provided to staff for circulation to City Council.

Task 6.2. Arts Commission Review

Conduct up to two study sessions with the Arts Commission for their review and comments specific to cultural arts needs and plan recommendations and incorporate suggestions into the Plan prior to circulation to City Council.

Task 6.3. Planning Commission Review

Conduct a study session with the Planning Commission for their review and incorporate comments into the Plan prior to circulation to City Council.

Task 6.4. City Council Review

Attend up to two work sessions with City Council to present the draft PRO Plan with staff and review the key findings, financing measures, policy recommendations and implementation strategies and to receive Council's comments prior to formal approval.

Task 6.5. Plan Revisions & Final Documentation

Incorporate final comments to finalize the PRO Plan. Produce and publish the Plan in color and in booklet format, delivered in both hard copy and electronic format. A CD of all deliverables (e.g., maps, tables, content, GIS data, etc.) will be provided in digital formats at project completion. Coordinate with staff for submission of the final PRO Plan to RCO, along with the Self-Certification Form.

Exhibit 1

Preliminary Project Timeline

Our team estimates approximately 13 months to complete the PRO Plan Update, to include review and consideration by the commissions and City Council. The following lists the major work tasks, key deliverables and anticipated timing.

Major Tasks & Deliverables	Duration
Project Management	
1 Project Initiation Meeting	*February*
Periodic Project Meetings & Coordination	*On-going*
Existing Conditions & Baseline Analyses	
Review Existing Plans	*February - March*
Demographic & Trend Data Summary	*February - March*
Site Assessments & Inventory	*March - April*
Draft Mapping Products	*February - April*
Community Engagement Process	
Public Involvement Plan	*February - March*
Stakeholder Sessions & Briefings	*February - May*
Webpage & Social Media Plan	*February - March*
Community Survey (Technical Assistance)	*February - March*
Community Meetings	*April - September*
Public Information Collateral & Communications	*On-going*
Needs Assessment	
Parks, Trails and Open Space Needs Assessment, Gaps & Trends	*March - July*
Service Standards Assessment & Benchmarking	*April - June*
Recreation & Cultural Arts Programming Assessment	*March - July*
Draft Plan Development	
Preliminary PRO Plan & Capital Facilities Plan	*July - September*
Revised draft public review Plan	*September*
SEPA Checklist, incl. circulation of determination & incorporation of comments	*September - December*
Plan Review & Approval	
Sessions with Parks & Recreation Commission, incl. coordination & prep	*October, November*
Sessions with Arts Commission, incl. coordination & prep	*November, December*
Session with Planning Commission, incl. coordination & prep	*December*
Sessions with City Council, incl. coordination & prep	*January, February*
Final PRO Plan	*February*

Exhibit 1

Proposed Fee

To complete the scope of work identified above, we propose a total not-to-exceed cost of $162,590, including all costs and excluding the optional tasks. A fee summary by firm and task are noted below.

TASK	Fee Subtotal	Hours Subtotal	Conservation Technix	Stepherson & Associates	Elway Research	Ballard*King & Associates
Task 1: Project Initiation & Management	**$ 7,020**	52	$ 3,375	$ 3,645	$ -	$ -
Task 2: Existing Conditions & Baseline Analyses	**$ 15,675**	127	$ 12,375	$ -	$ -	$ 3,300
Task 3: Community Engagement	**$ 70,610**	601	$ 14,700	$ 52,710	$ 3,200	$ -
3.1. Public Participation Plan	*$4,760*	*42*	*$405*	*$4,355*		
3.2. Branding & Templates	*$3,790*	*32*	*$270*	*$3,520*		
3.3. Project Webpage	*$4,525*	*39*	*$690*	*$3,835*		
3.4. Social Media Plan	*$3,695*	*33*	*$135*	*$3,560*		
3.5. Stakeholder Interviews & Briefings	*$9,740*	*82*	*$2,850*	*$6,890*		
3.6. Public Meetings (3)	*$25,140*	*220*	*$6,630*	*$18,510*		
3.7. Event Support	*$1,560*	*14*	*$900*	*$660*		
3.8. Virtual Town Hall Support	*$3,890*	*31*	*$1,020*	*$2,600*		
3.9. Engagement Database	*$2,775*	*25*		*$2,775*		
3.10. Reporting	*$6,005*	*53*		*$6,005*		
3.11. Survey Design Technical Assistance	*$5,000*	*30*	*$1,800*		*$3,200*	
Task 4: Community Needs Assessment	**$ 19,590**	157	$ 12,090	$ -	$ -	$ 7,500
Task 5: Preliminary Plan Development	**$ 25,470**	193	$ 13,770	$ -	$ -	$ 11,700
Task 6: Plan Review & Approval	**$ 11,445**	94	$ 11,445	$ -	$ -	$ -
SUBTOTALS	*$ 149,810*	*1,224*	*$ 67,755*	*$ 56,355*	*$ 3,200*	*$ 22,500*
Direct Costs (Mileage, Travel, Printing)	**$ 9,910**		$ 4,610	$ 800	$ -	$ 4,500
Overhead	**$ 2,870**		$ 2,870	$ -	$ -	$ -
TOTAL	**$ 162,590**		***$ 75,235***	***$ 57,155***	***$ 3,200***	***$ 27,000***

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

X Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 20-4481835

Social Security No.: _____

Print Name: Stephen Duh

Title: President

Business Name: Conservation Technix Inc.

Business Address: PO Box 12736, Portland OR 97212

Business Phone: 503 989 9345

1/31/17
Date

Authorized Signature (Required)

COUNCIL MINUTES

Regular Meeting

December 6, 2016

Mayor Don Gerend called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:
Mayor Don Gerend
Deputy Mayor Ramiro Valderrama
Councilmember Tom Hornish
Councilmember Kathy Huckabay
Councilmember Bob Keller
Councilmember Christie Malchow
Councilmember Tom Odell

Staff present:
Lyman Howard, City Manager
Jessi Bon, Deputy City Manager
Jeff Thomas, Community Development Director
Aaron Antin, Finance/IT Director
Jennifer Dilly, Accounting Manager
Jodi Bass, Finance Specialist II
Angie Feser, Parks & Recreation Director
Steve Leniszewski, Public Works Director
Andrew Zagars, City Engineer
Doug McIntyre, Senior Planner
Mike Kenyon, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Hornish led the pledge.

Approval of Agenda

Councilmember Hornish requested to remove #4 - Contract Amendment: Inglewood Stormwater Retrofit Project/Osborn and Councilmember Huckabay requested to remove #6 - Approval: Minutes for the November 8, 2016, Special Meeting.

They will be moved to the beginning of Unfinished Business. City Manager Lyman Howard also announced that there will be the addition of an Executive Session prior to the City Manager's Report.

MOTION: Deputy Mayor Valderrama moved to approve the agenda as amended. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Presentations/Proclamations

- Government Financial Officers Association Award – Finance Department
  Aaron Antin, Finance/IT Director introduced the staff involved in receiving the award. They are Jennifer Dilly, Accounting Manager and Jodee Bass, Finance Specialist II. The Finance Department has won this award for 7 previous years.

Student Liaison Report,

Eastlake Student Liaison – Tyler Zangaglia
The school held a Veteran's Day drive to collect items to make care packages for veterans and current service members. They created 70 care packages. The Winter Wishes Program will be held in November as well.

Executive Session - Evaluating Qualifications of an Applicant pursuant to RCW 42.30.110(h)**,** Potential Property Acquisition pursuant to RCW 42.30.110(1)(b) and Potential Litigation pursuant to RCW 42.30.110(1)(i)

Council retired to Executive Session at 6:45 pm and returned at 7:14 pm and took the following action:

MOTION: Deputy Mayor Valderrama moved to authorize the City Manager to enter into a property transfer agreement for Section B of the Big Rock Park, consisting of 20 acres, from Mary Pigott, to be effective December 31, 2016. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Public Comment

John Tremble, 2813 194th Avenue SE, showed a PowerPoint presentation regarding the Eastlake Sammamish trail 9 (Presentation available upon request of the City Clerk at manderson@sammamish.us).

Layna Crofts, 22912 SE 37th, spoke regarding the YMCA property and what she hopes will be done to the property. She asked if there are already plans to build an indoor recreation facility on the property.

Carvel Moore, 4299 E. Lake Sammamish Shore Ln. SE, spoke regarding Phase 2a of the East Lake Sammamish Trail. He is concerned that clearing and grading will continue even though the trail permit is currently under appeal.

Deb Sogge, Isabel Brown, Sammamish Chamber of Commerce, showed a presentation regarding the activities of the Chamber this year (presentation is available upon request of the City Clerk at manderson@sammamish.us).

Michael Seals, 2280 244th Avenue SE, representing five property owners who requested an up zone for their property to be placed on the 2017 Comprehensive Plan Docket.

Starke Shelby, 2856 244th Ave NE, is a part of the five property owners requesting an up-zone and expressed disappointment that their docket request was not going to be approved tonight.

DRAFT

Jake Oaks, 2253 237th Place NE, Representing the Boy Scout Troop #571, spoke regarding the increased traffic around Inglewood Junior High.

John Metcalf, 700 235th Avenue NE, one of the five property owners requesting an up-zone for their property. He expressed disappointment that their docket request is not going to be considered.

Stacy Peters, 4040 240th Place SE, spoke regarding the YMCA property. She encouraged the City to analyze what the best use of this property would be.

Reid Brockway, 167 E. Lake Sammamish Lane NE, does not feel the County should be allowed to continue clear and grade activities while the trail permit is under appeal.

Cheryl Hooper, 2002 251st Place SE, showed a PowerPoint presentation regarding the YMCA property. She was supportive of leaving the property as it is (presentation available upon request of the City Clerk at manderson@sammamish.us.).

Courtney Hertzog, 4115 205th Avenue SE, spoke in favor of an indoor sports facility for the YMCA property.

Aneleise van Brevo, 14745 245 Avenue, spoke in favor of an indoor sports field on the YMCA property for soccer and lacrosse

Woody Hertzog, 4115 205th Avenue SE, spoke in favor of building the indoor facility as well as saving the trees. The City is very short of indoor recreational facilities

Mary Wictor, 408 208th Avenue NE, spoke regarding the Stormwater Comprehensive Plan under consideration for approval tonight.

Jan Bird, 2310 223rd Avenue SE, spoke regarding the YMCA property and feels development of that property could create stormwater runoff which could damage the surrounding streams. She suggested using the Mars Hill Church for a soccer facility.

Lakshmi Puvvadi, 3100 244th Avenue NE, spoke regarding the 2017 docket request for rezoning their property.

Trinh Ho, 21127 SE 28th Place, spoke regarding the YMCA property. She would not like to see it developed.

Dan Young, 2558 Audubon Park SE, would like to see the YMCA property left natural and not developed.

Jolie Imperatori 745 2nd Avenue NW, Issaquah, spoke regarding the 2017 docket request for up-zoning. She requested the Council put their request on the docket so their project could move forward

Jennifer Kim, 4001 239th Place SE, showed a PowerPoint regarding the YMCA property (available upon request of the City Clerk manderson@sammamish.us).

Sharon Steinbus, 24933 SE 14th Street, thanked City staff for their partnership with volunteers. She spoke in favor of not developing the YMCA property.
Will Arnold, 22393 SE 21st Street, spoke in support of the City purchasing the YMCA property and leaving it in a natural state.

Harry Shedd, 2313 Shalee Way SE, spoke about the Sammamish Heritage Society. He would like Council to consider adding some additional funding for the Society.

Mike Parrot, 2311 Eastlake Sammamish Place, spoke about the Eastlake Sammamish Trail. He doesn't feel the trail needs to be 18 feet wide for the whole length.

Ilene Stahl, 21553 SE 20th Lane, feels developing the YMCA property will create runoff and will result in the loss of trees.

Consent Agenda
Payroll for period ending November 15, 2016 for pay date November 18, 2016 in the amount of $ 348,895.03

Approval: Claims For Period Ending December 6, 2016 In The Amount Of $1,871,311.91 For Check No. 45929 Through 46091

Ordinance: Third Reading, Updating The Sammamish Stormwater Comprehensive Plan; Providing For Severability; And Establishing An Effective Date (R2016-424)

Contract: Development Review Services/Site Development

~~**Contract Amendment:** Inglewood Stormwater Retrofit Project/Osborn~~

Approval: Minutes for the November 1, 2017 Regular Meeting

~~**Approval:** Minutes for the November 8, 2016 Special Meeting~~

Council recessed from 8:59 – 9:18 pm

MOTION: Councilmember Odell moved to approve the Consent Agenda. Councilmember Hornish seconded. Motion carried unanimously 7-0.

Public Hearing

Ordinance: First Reading, Related To Surface Water Management; Amending Title 13 Of The Sammamish Municipal Code; Adopting The 2016 King County Surface Water Design Manual And Sammamish Addendum Thereto; Providing For Severability; And Establishing An Effective Date

Public Works Director Steve Leniszewski and Senior Stormwater Program Manager Tawni Dalziel were available to answer questions.

Deputy Mayor Valderrama questioned why the provisions for stormwater for the three major lakes in Sammamish were removed from the 2009 Stormwater Plan. Staff will look into that.

Public Hearing opened at 9:23 pm.

DRAFT

Public Comment

Jan Bird, spoke previously, spoke in support of some of the changes to this plan regarding stormwater ponds.

Sharon Steinbis, spoke previously, spoke in support of the plan, especially the regulations for more natural stormwater ponds.

Mary Wictor, spoke previously, the City should be limiting people's interaction with the stormwater ponds.

Public Hearing was continued to December 13, 2016 meeting.

The City Manager confirmed that the City will be purchasing additional rain gauges.

Ordinance: First Reading, Relating To Low Impact Development In The City; Amending Chapter 21a.85 And Sections 16.15.020, 21a.15.112, 21a.15.625, 21a.15.731, 21a.25.030, 21a.15.190, 21a.30.030 21a.30.140; 21a.35.055, 21a.35.060, 21a.35.070; 21a.40.120, 21b.15.080, 21b.15.230, 21b.15.310, 21b.25.040; 21b.30.040, 21b.30.050, 21b.30.070, 21b.30.160, 21b.30.170, 21b.35.220, 21b.85.030 And 21b.85.040 Of The Sammamish Municipal Code; Providing For Severability; And Establishing An Effective Date

Public Works Director Steve Leniszewski and Senior Stormwater Program Manager Tawni Dalziel were available to answer questions.

Councilmember Huckabay questioned if there are soil areas in the City with high phosphorus content that would cause more problems by infiltration of stormwater than piping it straight to the lake. Ms. Dalziel explained that there are requirements for testing the soil to ensure that LID measures would be appropriate.

Councilmember Keller questioned whether the bracketed text in 21B.25.040 is correct "21B.25.040 Provisions to obtain additional (bonus) residential density or commercial development capacity.
(1) Bonus Residential Dwelling Units. SMC 21B.25.030 identifies the "maximum density" and "allocated density" for each Town Center zone. Projects may obtain additional density by complying with the affordable housing provisions set forth in Chapter 21B.75 SMC, by the incorporation of site amenities subject to TC-D zone residential dwelling unit transfers, and/or through the City's transfer of development rights (TDR) program (subject to the adoption by the City council including the Town Center as a receiving site)? He also questioned when the City will be looking into developing an internal TDR program. Mr. Howard said this topic will be coming to Council in the next couple months.

Public Hearing opened at 9:41.

Public Comment

Mary Wictor, spoke previously, she is concerned that use of LID could cause problems with the groundwater and should not be used near wells. She does not agree with giving an additional building height allowance for using LID techniques.

Public Hearing was continued to December 13, 2016 meeting at 9:46 pm.

Ordinance: First Reading, Authorizing Use Of Condemnation Pursuant To Chapter 8.12 RCW As Required For The SE 4th Street Improvement Project; And Authorizing Payment Therefor From The City's Transportation Capital Improvement Program Fund

Mr. Leniszewski gave the staff report. Staff is currently working to purchase the necessary right of way for the project. Condemnation is just a step to ensure that the project can continue on schedule. The City rarely actually condemns any property.

Councilmember Hornish clarified that the City will only be getting approval to condemn for the three-lane option, not approval to purchase. Mr. Howard confirmed that.

Public Hearing opened at 9:53 pm and continued to the January 3, 2016 Council meeting with no public comment.

Ordinance: Third Reading, Amending Title 14, Public Works Standards Of The Sammamish Municipal Code By Amending Chapter 14.01, Public Works Standards Adopted

Mr. Leniszewski and City Engineer Andrew Zagars reviewed the proposed changes to the plan since the last hearing.

MOTION: Councilmember Hornish moved to extend the meeting until 11:00 pm. Councilmember Odell seconded. Motion carried unanimously, 7-0.

Mr. Leniszewski and City Engineer Andrew Zagars recapped the questions that Council had proposed since the last reading.

At Councilmember Odell's request, conifers have been added to the tree plant list, but can only be used in large enough areas. The Parks Department has requested the removal of Douglas Fir from the list. Councilmember Odell would like to discuss this list at a later date. Council accepted the addition of the new list. Deputy City Manager Jessi Bon reminded Council that this will be part of the Urban Forestry Plan, which will begin next year.

Council reached consensus that all cul de sacs will have sidewalks on both sides of the street.

Council was supportive of having the amenity strip requirement in cul de sacs.

Staff suggested increasing the right of way for local roads to 68 feet in areas where the zoning is higher than R-4 to allow for parking on both sides of the street. Council was in agreement with this.

Bus pull-outs will be considered as part of the Transportation Master Plan.

Council was agreeable to having breaks in the fences every 100 feet where applicable.

Councilmember Malchow expressed some concerns over the language in the introductory chapter. Staff proposed to change the language to the following: The City Manager or his or her designee shall have the authority to amend these standards without further City Council action, provided that any such amendments shall be in writing and shall be limited in scope and effect to procedural or clarifying amendments intended to update these standards to address changes in technology or construction practices, and other non-substantive amendments. An example of such a permitted amendment would be

to replace a reference to the bottom lift of asphalt used in street Construction from ATB (asphalt treated base) to HMA (hot mix asphalt).

MOTION: Deputy Mayor Valderrama moved to extend the meeting until 12:00 am. Councilmember Odell seconded.

Consensus was reached on leaving "shall" in regard to connectivity in Chapter 7.5.

Public Hearing opened at 11:06 pm.

Public Comment

Mary Wictor, spoke previously, provided written comments (available upon request of the City Clerk at manderson@sammamish.us).

David Hoffman, Master Builders Association, thanked staff for the time they have spent on the Public Works Standards.

Public Hearing closed at 11:18 pm.

MOTION: Councilmember Hornish moved to approve the ordinance, as amended, adopting the updated Public Works Standards. Councilmember Odell seconded. Motion carried unanimously 7-0 (O2016-425).

Unfinished Business

Ordinance: Second Reading, Amending The Housing Element Of The City Of Sammamish Comprehensive Plan

Director of Community Development Jeff Thomas and Senior Planner Doug McIntyre gave the staff report. He introduced consultant, Deborah Munkberg and Arthur Sullivan from ARCH. The compliance deadline with the Growth Hearings Board is December 9, 2016. Staff showed a PowerPoint presentation (available on the City's website at www.sammamish.us).

MOTION: Deputy Mayor Valderrama moved to adopt the ordinance amending the Housing Element of the City of Sammamish Comprehensive Plan. Councilmember Keller seconded. Motion carried unanimously 7-0 (O2016-426).

Mr. Howard explained that the City will perform a needs assessment in 2017 as part of developing a strategic housing plan.

Resolution: Related To Setting The Comprehensive Plan Amendment Docket For 2017

MOTION: Councilmember Odell moved to adopt the resolution adopting Items 6 and 7 and setting the 2017 Comprehensive Plan Docket for 2017. Councilmember Huckabay seconded. Motion carried 7-0 (R2016-709).

MOTION: Councilmember Huckabay moved to suspend the rules of order to consider other docket items. Councilmember Odell seconded. Motion failed 3-4 with Councilmembers Hornish, Malchow, Keller and Deputy Mayor Valderrama dissenting.

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Deputy Mayor Valderrama does not believe that Council should be suspending the rules as it sets a bad precedent.

Contract Amendment: Inglewood Stormwater Retrofit Project/Osborn

MOTION: Councilmember Hornish moved to authorized the City Manager to sign the contract amendment with Osborn Consulting in an amount not to exceed $30,000 with a $6,000 management reserve. Councilmember Huckabay seconded. Motion carried unanimously 7-0.

Approval: Minutes for the November 8, 2016 Special Meeting

Councilmember Huckabay asked for the language in the motion regarding 2017/2018 Budget should be amended by changing the words in motion from "property rights" to "easements.

MOTION: Councilmember Hornish moved to change the words property rights to easements. Councilmember Huckabay seconded. Motion carried unanimously 7-0.

New Business

Ordinance: First Reading, Authorizing The City Manager To Accept Certain Routine Real Property Conveyances On Behalf Of The City; Providing For Severability; And Establishing An Effective Date

Parks & Recreation Director Angie Feser and Susan Cezar, Special Projects Manager gave a PowerPoint presentation (available on the City's website at www.sammamish.us).

Councilmember Odell asked that the City Manager prepare a quarterly or biannual report on the number of easements approved and the purpose.

MOTION: Councilmember Huckabay moved to approve the ordinance. No second.

Council Reports/Committee Reports

MOTION: Councilmember Hornish moved to table Council reports. Deputy Mayor Valderrama seconded.

City Manager Report

Council cancelled the January 17, 2017 Council meeting. Council will have a joint meeting with City of Issaquah on January 18 at 6:30 pm.

Executive Session – Property acquisition pursuant to RCW 42.30.110(1)(b)

Council retired to Executive Session at 12:01 am and returned at 12:47 am.

Meeting adjourned at 12:48 am.

_____ _____

Melonie Anderson, City Clerk Donald J. Gerend, Mayor

COUNCIL MINUTES

Special Joint Meeting

December 13, 2016

Call to Order

Open Joint Meeting with Planning Commission

Planning Commissioners present:

Eric Brooks	Position 1
Shanna Collins	Position 3
Larry Crandall	Position 4
Frank Blau	Position 6
Nancy Anderson	Position 7

Discussion: Sign Code Amendments
Charlotte Archer, Assistant Attorney with Kenyon Disend discussed the regulations of signs after Reed v. Town of Gilbert, Arizona and showed a powerpoint presentation *(Presentation available on the Sammamish website at www.sammamish.us)*

Discussion: Neighborhood Character
Jeff Thomas, Community Development Director introduced Frank Blau, Planning Commissioner, who lead a discussion on Neighborhood Character and showed a presentation. *(Presentation available on the Sammamish website at www.sammamish.us)*

Jeff Thomas stated that the Planning Commission will review the information, include public input and bring recommendations back to the City Council in the first quarter of 2017.

Mayor Don Gerend called the Special meeting of the Sammamish City Council to order at 7:00 pm.

Councilmembers present:
Mayor Don Gerend
Deputy Mayor Ramiro Valderrama
Councilmember Tom Hornish
Councilmember Kathy Huckabay
Councilmember Bob Keller
Councilmember Christie Malchow
Councilmember Tom Odell

Staff present:
Lyman Howard, City Manager
Jessi Bon, Deputy City Manager
Beth Goldberg, Director of Administrative Services
Jeff Thomas, Community Development Director

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Angie Feser, Parks & Recreation Director
Kyle Endelman, Parks & Recreation Deputy Director
Anjali Meyer, Parks & Recreation Project Manager
Kellye Hilde, Project Manager for Town Center
Steve Leniszewski, Public Works Director
Cheryl Paston, Public Works Deputy Director
Tawni Dalziel, Public Works Senior Stormwater Program Manager
Mike Sugg, Management Analysist
David Goodman, Management Analysist
Mike Kenyon, City Attorney
Charlotte Archer, Assistant City Attorney
Lita Hachey, Deputy City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Odell led the pledge.

Approval of Agenda

MOTION: Deputy Mayor Valderrama moved to approve the agenda as amended. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Deputy Mayor Ramiro Valderrama requested to remove Item # 2, contract: Prosecution Services/Moberly and Item # 5, Contract: Legal Services/Kenyon Disend from the Consent Agenda and placed under new business.

Student Liaison Report - None

Presentations/Proclamations

Proclamation: Reaffirming Principles and Values

Each Councilmember participated in reading the following proclamation:

In the wake of a contentious and discordant national election, we take this moment to pause and reaffirm our principles and values.
As your City government, our role is to bring people together and not divide them. Our job is to be welcoming of all people and all ideas in recognition that we truly are stronger and smarter together. We need to recognize certain essential principles and conduct our government and hopefully our lives consistent with those principles.
Consequently, as your City Council, we pledge:

To do all we can to foster civil discourse.
To ensure that City services are always provided in a manner that does not discriminate on the basis of race, sex, religion, national origin, disability, sexual orientation or gender identity.
To foster a community that always encourages people to achieve their potential and help others to do similarly.
To protect our air, water and other parts of our natural environment to protect the health and

futures of our families and future generations.
To welcome, without reservation, new people from all parts of our world, with an abiding faith in their potential to be part of and strengthen our community.
To never marginalize or demonize any person or group of people.
To respect and listen to people and their ideas.
To understand that we have a responsibility not just to ourselves but to others in our region including many who are not as fortunate.
To do all we can to ensure that our children will inherit a world that includes all of the good that the world our parents brought us into had.
To encourage that our national, state and regional leaders uphold these same values.
We commit to regularly remind ourselves of these principles and to judge ourselves and our City by our adherence to them.
Proclaimed, this 13th day of December, 2016.

City manager, Lyman Howard stated that this proclamation will be framed and on display in the main lobby at City Hall.

Presentation: YMCA Property

Angie Feser, Parks and Recreation Director and Anjali Meyer, Parks and Recreation Project Manager gave a staff update and presentation. Jessi Bon, Deputy City Manager gave a brief review of the lease agreement with the YMCA and some ideas for next steps for developing the property. *(Presentation available on the Sammamish website at www.sammamish.us)*

Consultants available for questions:
Nell Lund, The Watershed Company
Katie Hogan, Tree Solutions Inc.
Marcus Byers , Kleinfelder

YMCA staff in attendance:
Marcia Isenberger, Regional Executive

Don Crowe, CEO at Arena Sports, gave an overview of what is involved with running an indoor recreational soccer facility and answered Council's questions.

Councilmember Hornish would like to know when staff needs some clear direction from the Council.

City Council directed staff to work with the YMCA to adjust the timeline stipulated in the lease agreement, to extend the deadline of June, 2018, for one additional year and to possibly report back to Council as early as January 3, 2017.

Public Comment

Stacy Bowman, 2667 320th Ave SE, member of Save Lake Sammamish: spoke regarding the proposed development of the YMCA property near Pine Lake Middle School. She would like to preserve the natural setting and not build on the site.

Diya and Maya Sahota, 3rd & 6th Graders, spoke about the Tamarack neighborhood and did a demonstration on how the property has incurred a problem with home building in their community over the years. The problems with soil saturation in front of their home. They requested a drainage trunkline in Tamarack.

Jeeta Sahota, 402 209th Ave NE, spoke regarding the Tamarack neighborhood and the problems with stormwater and drainage. Resolution of needs and issues. She would like to see something done sooner than later.

Paul Patterson, 22414 2 NE 28th St, spoke regarding the Hampton Woods HOA. They would like to see changes to the signage restrictions and would like to work with the City in the concept and design of these signs.

Lyman Howard stated that staff will implement a plan in the first quarter of next year. Staff will contact Mr. Patterson about this matter.

Denise Darnell, 2121 200th Ave SE, spoke regarding the proposed YMCA property and would like to see the area remain as is.

Layna Croft, 22912 SE 37th St, spoke regarding the proposed YMCA property and would like to see the area remain as is. She requests that the Council uphold the terms of the contract with the YMCA. She feels that the City should continue to lease the land and not build on this land.

Deb Sogge, Sammamish Chamber of Commerce, spoke about businesses in Sammamish. She likes that the City Manager really listens to the needs of the business community. She presented a plaque to the Mayor and City Manager for this devotion to the businesses in Sammamish.

Kathryn Wyatt, 22916 SE 37th St, spoke regarding the YMCA property. As a long term resident, she would like to see the land preserved as a beautiful piece of land for citizens to enjoy.

Jenny Bodell, 44702 38th Pl SE, spoke in favor of preserving the YMCA property as it is today. She would like to save the habitat of the wildlife in the area.

Athena Burk Bravo, 6th Grade at Pine Lake Middle School, she spoke about preserving the YMCA property and leaving the animal habitats. She doesn't feel the land should be used for anything else but trails or bike trails.

Kelsey Bullock, 6th Grade at Pine Lake Middle School, spoke about the YMCA property.

Dan Young, 2558 Audubon Park Dr. SE, spoke about the YMCA property and the character of the community. He feels the Council needs to move forward and direct the developers to what our vision is.

Lisa Van Brevo, 14745 245th Ave SE, representing girls' youth lacrosse organizations. There are not a lot of fields available in Sammamish and these young girls need an indoor field. She would like to see a facility built in Sammamish.

Wesley Hertzog, 4115 205th Ave SE, spoke in favor of an indoor soccer field on the YMCA property.

Kathy Bravo, 22101 SE 32nd St, spoke about preserving the YMCA property.

Mary Wictor, 408 208th Ave NE, commented on neighborhood character and showed a presentation *(available upon request to the City Clerk, manderson@sammamish.us)*

Laura Grob, 118 211th Pl NE, Tamarack neighborhood, spoke regarding removing a tree on her property without having to pay a huge permitting fee.

Lyman Howard will follow-up with Ms. Grob on the tree issue.

Council recessed from 9:00 pm – 9:10 pm

Consent Agenda

Appointment/Contract: Hearing Examiner Services/Galt
~~**Contract:** Prosecution Services/Moberly~~
Amendment: Contested Case Services/Moberly
Contract: Public Defense Services/Stein, Lotzkar & Starr
~~**Contract:** Legal Services/Kenyon Disend~~
Contract: Recycling Events/Olympic Environmental
Grant: 2017/2018 Human Services Grant/YMCA Camp Terry
Contract: Land Use Bill Board Installation/Morup Signs, Inc.
Contract: Electrical Inspection Services/West Coast Code Consultants
Contract: Electrical Inspection Services/BHC Consultants
Contract: Arboricultural Services/American Forest Management
Contract: Arboricultural Services/Herrera Environmental Consultants
Contract: Building Inspection Services/BHC Consultants
Contract: Building Plan Review Services/Clarity Consultants
Contract: Environmental Services/The Watershed Company
Contract: Environmental Services/ESA
Contract: Development Review Services/Otak
Contract: Town Center Design & Engineering Support/KPG
Contract: Custodial Services/Top to Bottom Janitorial
Contract: Electrical Maintenance/Sequoyah
Contract: Pressure Washing/Mr. PressureWash
Contract: Building Commissioning/Ecotone
Contract: HVAC Repair & Maintenance/Pacific Air Control
Contract: Keycard Access Maintenance/Western Hardware
Contract: Plumbing Repair & Maintenance/Hermanson
Contract: Parks Landscaping/Badgley's
Contract: Sports Turf Maintenance/Rich Landscaping, Inc.
Contract: Residential Pond Mowing/AtWork!
Contract: ROW Slope Mowing/Plantscapes
Contract: ROW Landscaping/Badgley's
Contract: Street & Parks Sweeping/Best Parking Lot
Contract: Vactoring Services/Everson's Econo Vac
Contract: Fence Repair/Industrial Solutions NW
Contract: Tree Services/Swift Tree Care, Inc.

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Contract: 2017 Ebright Creek Water Quality/48 North
Agreement: SE 4th Street Utility Undergrounding/PSE
Amendment: SE 4th Street Design/Perteet
Contract: Economic Development/CIA
Contract: Social Media/Kimsey
Contract: Animal Care and Control Service/Regional Animal Services of King County
Resolution: Final Acceptance Eastlake High School Turf Replacement Project (R2016-710)
Ordinance: Authorizing The City Manager To Accept Certain Routine Real Property Conveyances On Behalf Of The City; Providing For Severability; And Establishing An Effective Date (O2016-427)
Approval: Minutes for the November 15, 2016 Regular Meeting

MOTION: Councilmember Hornish moved to approve the Consent Agenda as amended. Deputy Mayor Valderrama seconded. Motion carried unanimously 7-0.

Public Hearing

Ordinance: Second Reading, Related To Surface Water Management; Amending Title 13 Of The Sammamish Municipal Code; Adopting The 2016 King County Surface Water Design Manual And Sammamish Addendum Thereto; Providing For Severability; And Establishing An Effective Date

Steve Leniszewski, Public Works Director introduced Tawni Dalziel, Public Works Senior Stormwater Program Manager and Wayne Carlson with AHBL Consultants, who gave a staff update on the Surface Water Design Manual *(showed a presentation available on the Sammamish website at www.sammamish.us)*

Councilmember Huckabay requested a follow-up on the till level and cover of fill. Ms. Dalziel with check the Stormwater Design manual and make any needed changes before the effective date.

Public Hearing opened at 9:33 pm and closed at 9:40 pm with the following comments.

Public Comment

Mary Wictor, 408 208th Ave NE, commented on her essential edits and would like to have them included in the manual (handed out an comment sheet to Council, available upon request to the City Clerk, manderson@sammamish.us)

Councilmember Keller requested adding photographic records of changes to the manual for historical purposes.

Councilmember Odell directed the City Manager to have the staff come back with the updates once completed no later than the end of April 2017.

MOTION: Councilmember Hornish moved to approve the Ordinance (O2016-428), Related To Surface Water Management; Amending Title 13 Of The Sammamish Municipal Code; Adopting The 2016 King County Surface Water Design Manual And Sammamish Addendum Thereto; Providing For Severability; And Establishing An Effective Date as was discussed and amended tonight. Councilmember Huckabay seconded. Motion carried unanimously 7-0.

Ordinance: Second Reading, Relating To Low Impact Development In The City; Amending Chapter 21a.85 And Sections 16.15.020, 21a.15.112, 21a.15.625, 21a.15.731, 21a.25.030, 21a.15.190, 21a.30.030 21a.30.140; 21a.35.055, 21a.35.060, 21a.35.070; 21a.40.120, 21b.15.080, 21b.15.230, 21b.15.310, 21b.25.040; 21b.30.040, 21b.30.050, 21b.30.070, 21b.30.160, 21b.30.170, 21b.35.220, 21b.85.030 And 21b.85.040 Of The Sammamish Municipal Code; Providing For Severability; And Establishing An Effective Date

Tawni Dalziel, Public Works Senior Stormwater Program Manager and Wayne Carlson with AHBL Consultants, gave a staff update on the Low Impact Development code update. *(showed a presentation available on the Sammamish website at www.sammamish.us)*

Public Hearing opened at 9:52 pm and closed at 9:59 pm with the following comments.

Public Comment

Mary Wictor, 408 208th Ave NE: commented on the Low Impact Development. She feels that there should be a one-year warranty bond to ensure that the project is completed. She listed changes that she has prepared to the wording of the document. (Comments available upon request to the City Clerk, manderson@sammamish.us)

MOTION: Deputy Mayor Valderrama moved to extend the meeting until 11:30 pm. Councilmember Malchow seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Malchow moved to strike the option to go from 15 feet to 50 feet with building height incentive, in Attachment G, page 34 of 67 (Items 3-4) SMC21A.85(4). Councilmember Hornish seconded. Motion carried 6-1 with Councilmember Huckabay dissenting.

Councilmember Huckabay does not feel that it is necessary to remove this option as it has never been used in the past.

Ms. Dalziel would like to ensure that the amendments to be passed, include the discussion in her presentation further defining critical areas that is in the exhibit attached to the ordinance.

MOTION: Councilmember Malchow moved to adopt the Ordinance (O2016-429) Relating To Low Impact Development In The City; Amending Chapter 21a.85 And Sections 16.15.020, 21a.15.112, 21a.15.625, 21a.15.731, 21a.25.030, 21a.15.190, 21a.30.030 21a.30.140; 21a.35.055, 21a.35.060, 21a.35.070; 21a.40.120, 21b.15.080, 21b.15.230, 21b.15.310, 21b.25.040; 21b.30.040, 21b.30.050, 21b.30.070, 21b.30.160, 21b.30.170, 21b.35.220, 21b.85.030 And 21b.85.040 Of The Sammamish Municipal Code; Providing For Severability; And Establishing An Effective Date as amended. Deputy Mayor Valderrama seconded. Motion carried unanimously 7-0.

Ordinance: O2016-417 Of The City Of Sammamish, Washington, Amending The Surface Water Design Manual And Section 13.20.020 Of The Sammamish Municipal Code Relating To Surface Water Management; Providing For Severability; And Declaring An Emergency

City Manager Howard stated that we are holding a public hearing with regards to an emergency ordinance amending the stormwater requirements for Tamarack neighborhood. This agenda

item becomes mute with the passage of the previous ordinance (O2016-429) but there is a requirement to hold a public hearing within 60 days of an emergency ordinance.

Public Hearing opened at 10:18 pm and closed at 10:26 pm with the following comments.

Public Comment

Mary Wictor,408 208th Ave NE, suggested several changes and had questions to be addressed. *(comments available upon request to the City Clerk, manderson@sammamish.us)*

Jeffrey Weems, 941 206th Ave NE, his group has concerns about the emergency ordinance passed two years ago on Inglewood Hill Road plat. He stated that he appreciates the work being done on Inglewood Hill Road with the trunkline improvements.

Unfinished Business – None

New Business

Contract: Prosecution Services/Moberly

Director of Administrative Services, Beth Goldberg gave an overview of the contract for Prosecution services. This is the first increase in the four years of service for Ms. Moberly and the staff of her law firm.

Deputy Mayor Valderrama questioned why this contract did not go out to bid. He would like to see this come back in two years as a Request For Proposal (RFP).

Ms. Goldberg stated that there were no structural changes that were needed in this contract as was the case with the Public Defense Services.

MOTION: Deputy Mayor Valderrama moved to approve the Contract with Prosecution Services/Moberly to direct the City Manager to go out to bid in the next budget cycle. Councilmember Keller seconded.

AMENDMENT: Councilmember Hornish moved to not require an RFP but approve this bill as proposed. Councilmember Huckabay seconded. Amendment carried by a vote of 6-1 with Deputy Mayor Valderrama dissenting.

MAIN MOTION: Deputy Mayor Valderrama moved to approve the Contract with Prosecution Services/Moberly as amended. Councilmember Keller seconded. Motion carried 6-1 with Deputy Mayor Valderrama dissenting.

Contract: Legal Services/Kenyon Disend

City Manager Lyman Howard gave a statement of support for our current legal counsel.
Beth Goldberg gave a staff update on the services provided by Kenyon Disend. They have institutional knowledge from working with the City over many years.

MOTION: Councilmember Keller moved to approve the 2017-2018 Contract for Legal Services/Kenyon Disend. Councilmember Malchow seconded. Motion carried 6-1 with Deputy Mayor Valderrama dissenting.

Deputy Mayor Valderrama questioned the wording of the contract and feels the previous increases have been switching from Cost of Living Adjustment (COLA) to percentage increases. He feels that there has been an inconsistency over the years relating to how the increases have been given.

Council Reports/Committee Reports

Councilmember Tom Odell has resigned from the YMCA (Y) board as the City's representative, to avoid any potential conflict of interest in decisions that involve the Y and the Y property. The Transportation Committee meets at 9:30 am tomorrow. He attended the Transportation Technology Conference a couple weeks ago. He attended the Growth Management Planning Council meeting today and will be joining the flood control group which has implications for Lake Sammamish.

Councilmember Christie Malchow spoke regarding the YMCA property and she would like to defer the decisions on the property until the PRO plan update and the land acquisition strategies are complete.

MOTION: Councilmember Malchow moved to defer decisions on the YMCA owned property and the planning process until the PRO plan update and land acquisition strategies are complete. To authorize the City Manager to meet with the YMCA or staff to renegotiate the contract to extend the deadline for one additional year until June of 2019 as well as engage the Parks Commission in the process. Councilmember Hornish seconded. Motion carried unanimously 7-0.

AMENDMENT: Valderrama moved to continue with a feasibility study, non-site specific and to look at an advisory vote. No second.

Councilmember Bob Keller spoke regarding an open motion from the November 15, 2016 Council Meeting that needs to be voted on as it was left on the table.

MOTION: Councilmember Keller directed the City Manager to initiate a formal policy discussion and review on R1 zoning, on a City-wide basis, related to any up zoning. The process should include review of the historical establishment of all R1 zoning and any related overlays, environmental and wild life impacts, any current comprehensive plan direction, potential traffic, infrastructure, parks (Emerald Necklace) and school related impacts. The process should follow our legislative review on land use including prior evaluation by the planning commission. Councilmember Malchow seconded. Motion carried unanimously 7-0.

He suggested that Council also vote on the Transfer of Development Rights (TDR) programs for Sammamish. The primary use of this program would be to focus on the density and protect neighborhood character. City Manager Howard stated that this is on our work plan.

MOTION: Councilmember Keller moved to direct the City Manager to put it on the agenda to look at the TDR program in Sammamish as amended. Councilmember Hornish seconded. Motion carried unanimously 7-0.

AMENDMENT: Councilmember Odell would also direct the City Manager to also look outside the City for the TDR program. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Councilmember Kathy Huckabay attended the Eastside Fire and Rescue (EF&R) meeting. She stated that

the Deputy Chief's salary needs to be addressed. She also attended the Regional Transit committee meeting and has worked with staff to complete an ordinance that provided the RTC opportunity to review, comment on and make recommendations on transit and how transit will be provided in the future. She attended the conference on Advanced Technology and commented on flying cars.

MOTION: Deputy Mayor Valderrama moved to extend the meeting until 11:45 pm. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Deputy Mayor Ramiro Valderrama attended the Advanced Transportation conference with his fellow councilmembers. He also attended the EF&R meeting.

Mayor Don Gerend stated that an AD-Hoc committee needs to be appointed for the City Manager Lyman Howard's performance review.

MOTION: Councilmember Huckabay moved to appoint Councilmember Keller, Councilmember Odell and Councilmember Malchow to an ad-hoc committee for the City Manager's performance review. Deputy Mayor Valderrama seconded. Motion carried unanimously 7-0.

City Manager Report

Mr. Howard reminded Council that, through our changeover of solid waste providers, the City is encouraging composting of food scraps etc. More information has been sent out to all households and is on the city website.
He received today from Public Works, a traffic analysis for the Mars Hill Church and the Central Washington University. Council will receive a copy by email tomorrow. The conclusion from the analysis is that it would have little or no impact on vehicular operations and intersections in the short and long term.
The GIS system updates are behind schedule and the Beta site is not up yet and more implementation is needed. A GIS assessment with be conducted in January of 2017.

Mr. Howard thanked Council for a great year and all the accomplishments achieved during 2016.

Mayor Don Gerend reflected on the passage of a long time Sammamish citizen and close friend, Jim Kahn. He showed a slide show of photos with some of Mr. Kahn's life achievements.

Executive Session – None

Meeting adjourned at 11:50 pm

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Lita Hachey, Deputy City Clerk Donald J. Gerend, Mayor

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COUNCIL MINUTES

Regular Meeting

January 3, 2017

Mayor Don Gerend called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:
Mayor Don Gerend
Deputy Mayor Ramiro Valderrama
Councilmember Tom Hornish
Councilmember Kathy Huckabay
Councilmember Bob Keller
Councilmember Christie Malchow
Councilmember Tom Odell

Staff present:
Lyman Howard, City Manager
Jessi Bon, Deputy City Manager
Aaron Antin, Finance Director
Jeff Thomas, Community Development Director
David Pyle, Deputy Director Community Development
Angie Feser, Parks & Recreation Director
Steve Leniszewski, Public Works Director
Cheryl Paston, Deputy Director Public Works
Andrew Zagars, City Engineer
Jed Ireland, Senior Project Manager
Jim Grueber, Senior Project Manager
Mike Kenyon, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

- Roll was called. Den 7 Troop 682 led the Flag Ceremony and Pledge

Approval of Agenda

MOTION: Deputy Mayor Valderrama moved to approve the agenda. Councilmember Odell seconded. Motion carried unanimously 7-0.

Student Liaison Report

Presentations/Proclamations

- **Election:** Deputy Mayor 2017 – Councilmember Hornish nominated Councilmember Malchow. Councilmember Odell nominated Councilmember Keller.

Vote: Malchow – 3-4 with Mayor Gerend, Councilmembers Odell, Huckabay and Keller dissenting.
Vote: Keller – 7-0.

- **Presentation:** Reserve Police Officers Recognition

Mayor Gerend recognized Reserve Offices Andrew Tilton and Matt Seybold for their volunteer work with the Sammamish Police Department. Andrew is receiving the gold award for his 870 hours of volunteer work. Matt Seybold is receiving the bronze award for more than 150 hours of volunteer work.

Public Comment

Larry Crandall, 4335 Issaquah-Pine Lake Road SE, thanked the City for all it has done for him.

Jill Loveland, 25710 SE 32nd Place, is concerned that there is no "End School Zone" sign on the Duthie Hill Road.

Bill Way, 3451 E Lake Sammamish Shore Lane NE, spoke regarding boat docks on Lake Sammamish that are part of an upland development 1,400 ft. away from the dock. He feels the docks should not be approved.

Charles Meyers, 2121 E Lake Sammamish, spoke in opposition to the newest phase of the East Lake Sammamish Trail. He does not believe that their current permit complies with Sammamish Code, specifically the requirements of proof of ownership.

Mark Cross, 247 208th Avenue NE, spoke regarding the docks being built on Lake Sammamish without the requirements for restrooms and parking. He feels the code should be changed to require that. He also spoke about the East Lake Sammamish Trail and the lack of ownership.

Jan Bird, 3310 221st Avenue SE, thanked Council for approving the clearing and grading permit for the next phase of the East Lake Sammamish Trail. She also agrees with the previous speaker regarding the docks on Lake Sammamish.

Reid Brockway, 167 E. Lake Sammamish Shore Lane NE, Representing the Sammamish Home Owners (SHO) group. He read prepared comments written by George Toskey.

Jennifer O'Neal, 22506 NE 39th, Representing Cultural Navigators Program, thanked the City Council for their Human Service Grant.

Consent Agenda
Payroll for period ending November 30, 2016 for pay date December 5, 2016 in the amount of $ 340,373.09
Payroll for period ending December 15, 2016 for pay date December 20, 2016 in the amount of $ 333,413.03
Approval: Claims For Period Ending December 15, 2016 In The Amount Of $3,124,948.52 For Check No. 46092 Through 46212

Approval: Claims For Period Ending January 3, 2017 In The Amount Of $566,006.53 For Check No. 46213 Through 46321
Contract: Geotechnical Services/HWA Geosciences, Inc.
Approval: 2017 Vehicle Replacements
Approval: 2017 Vehicle Purchases

MOTION: Councilmember Hornish moved to approve the Consent Agenda. Councilmember Odell seconded. Motion carried unanimously 7-0.

Public Hearing
Ordinance: Second Reading, Authorizing Use Of Condemnation Pursuant To Chapter 8.12 RCW As Required For The SE 4th Street Improvement Project; And Authorizing Payment Therefor From The City's Transportation Capital Improvement Program Fund

Public Hearing opened at 7:21 pm.

Public Comment

James Jordan, 634 SE 222nd, He was speaking on behalf of the neighbors along 222nd Avenue SE. They will lose their mailboxes along SE 4th Street. He would like someone to come and explain to him and his neighbors what their options are.

Public Hearing closed at 7:25 pm.

Councilmember Valderrama requested notification regarding any properties that end up going to condemnation. Councilmember Malchow suggested that another letter be sent out to the affected property owners explaining the process and timeline in more detail.

MOTION: Councilmember Odell moved to approve the ordinance authorizing us of condemnation for the SE 4th Street Improvement Project and authorizing payment therefor from the City's Transportation Capital Improvement Program Fund. Councilmember Huckabay seconded. Motion carried unanimously 7-0 (O2017-430).

Unfinished Business - None

New Business

Discussion: Transportation Master Plan Scoping
Deputy City Manager Jessi Bon introduced the discussion. She was joined by Paul Feusel and Michael Lapham from KPG, John Cunningham, consultant and Deputy Public Works Director Cheryl Paston. They showed a PowerPoint presentation *(available on the City's website at www.sammamish.us).*

Councilmember Huckabay hopes the scope of work will include emerging technologies and a wider range of safety than just schools. Councilmember Hornish asked if the plan will provide a prioritization between all types of projects, not just prioritizing different types of projects.

MOTION: Councilmember Malchow moved to approve the proposed scope of work and authorize the City Manager to proceed with consultant procurement and selection after the Council Retreat. Councilmember Valderrama seconded. Motion carried 7-0.

Councilmember Valderrama feels the Council should have a discussion on prioritization before approving this contract. He feels this should be discussed at the Council retreat.

Council recessed for 5 minutes.

Discussion: Sahalee Way Update

City Engineer Andrew Zagar and Senior Project Engineer Jed Ireland gave the staff report and showed a PowerPoint presentation *(available on the City's website at www.sammamish.us).*

Councilmember Valderrama is concerned that this project will just move the traffic down closer to SR 202 and won't really solve the current problems.

Contract: Sahalee Way Improvement Project Design/Perteet, Inc.

MOTION: Councilmember Odell moved to authorize the City Manager to execute a contract with Perteet, Inc. not to exceed $1,575,176 for Engineering and Professional Services and administer a management reserve of $80,000 for the Sahalee Way Widening Project. Councilmember Huckabay seconded. Motion failed 3-4 with Mayor Gerend and Councilmembers Valderrama, Hornish and Malchow dissenting.

Councilmember Valderrama does not support moving forward on this project because it will not solve the congestion problem. Councilmember Malchow feels that the City staff has not sent out the appropriate information to the public about what this project will or will not accomplish. Councilmember Hornish is not wanting to move forward on the project. Mayor Gerend also feels that this project will not solve congestion, and the money for this project could be used on other projects that will solve congestion problems.

MOTION: Councilmember Valderrama moved to extend the meeting until 12:00 pm. Councilmember Huckabay seconded. Motion carried 6-1 with Councilmember Odell dissenting.

Discussion: Eastside Transportation Partnership 2017 Legislative Priorities

Council directed Councilmember Odell to support these priorities at the next Eastside Transportation Partnership meeting.

Resolution: 2017 Legislative Priorities

Council requested changes to the first paragraph regarding Comprehensive Transportation Package Addressing City Transportation Needs. City Manager Howard will make the changes and bring the priorities back at the next meeting on the Consent Agenda.

DRAFT

Proclamation: Schools Choice Week

MOTION: Councilmember Valderrama moved to proclaim January 22-28 as Schools Choice Week in Sammamish. Councilmember Malchow seconded. Motion carried 4-3 with Deputy Mayor Keller and Councilmembers Odell and Huckabay dissenting.

Councilmembers Odell, Huckabay and Deputy Mayor Keller did not feel they have enough information on the organization sponsoring the proclamation.

Council Reports/Committee Reports

- Regional Committees – The Council approved the following regional committee members.

2017 Regional Committees:

YMCA Board (Board meets monthly; subcommittees meet monthly or other frequencies as needed)
- None at present

Eastside Transportation Partnership (ETP)
- Kathleen Huckabay
- Tom Odell
- Don Gerend (alternate)

Eastside Fire and Rescue (meets monthly)
- Bob Keller
- Ramiro Valderrama-Aramayo
- Christie Malchow (alternate)

EF&R Finance and Administrative Committee (meets monthly)
- Kathleen Huckabay
- Bob Keller (alternative)

Emergency Medical Services Advisory Task Force (3-4 times per year)
- Bob Keller

Kokanee Working Group (quarterly)
- Tom Odell
- Kathy Huckabay
- Don Gerend

Sound Cities Association PIC (meets monthly)
- Bob Keller (alternate)
- Christie Malchow

Salmon Recovery Council WRIA 8 - Water Resource Inventory Area (meets monthly)
- Tom Odell
- Don Gerend (alternate)

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City Manager Report
Mr. Howard confirmed that the Council will have a joint meeting with the Issaquah City Council on January 24, 2017.

Executive Session – To Evaluate the Qualifications of Candidates for Appointment pursuant to RCW 42.10.110(1)(h), To Review the Performance of a Public Employee pursuant to RCW 42.10.110(1)(g), Potential Litigation pursuant to RCW 42.10.110(1)(i), and Potential Property Acquisition pursuant to RCW 42.10.110(1)(b)

Council adjourned to Executive Session at 11:18 pm.

MOTION: Councilmember Huckabay moved to reappoint the following members to the Parks Commission:

Loreen Leo
Katherine Low
Cheryl Wagner

Councilmember Keller seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Odell moved to reappoint Lin Garretson to a four year term on the Arts Commission. Councilmember Valderrama seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Huckabay moved to appoint the following members to the Beaver Lake Management District:

John Burdekin
Heather Grassman
Del Goehner
Joe McConnell
Bassem Bejjani

Councilmember Malchow seconded. Motion carried unanimously 7-0.

Council agreed to interview the following applicants for the Planning Commission at the January 10, 2017 Special Meeting.

Jane Garrison
Roisin O'Farrell
Eric Peterson
Matthew Petrich
Dan Young

Meeting adjourned at 12:20 pm.

_____ _____
Melonie Anderson, City Clerk Donald J. Gerend, Mayor

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COUNCIL MINUTES

Special Meeting

January 10, 2017

Mayor Don Gerend called the special meeting of the Sammamish City Council to order at 5:30 pm.

Roll Call – Roll was called

Executive Session: To Review the Performance of a Public Employee pursuant to RCW 42.30.110(1)(g) and Potential Property Acquisition pursuant to RCW 42.30.110(b)

Lyman Howard, City Manager announced that the Executive Session will be extended until 6:45 pm.

Council adjourned to Executive Session at 5:32 pm and returned at 6:43 pm with no action.

Return to Special Meeting 6:45 pm

Councilmembers present:
Mayor Don Gerend
Deputy Mayor Bob Keller
Councilmember Tom Hornish
Councilmember Kathy Huckabay
Councilmember Christie Malchow
Councilmember Tom Odell
Councilmember Ramiro Valderrama

Staff present:
Lyman Howard, City Manager
Jessi Bon, Deputy City Manager
Jeff Thomas, Community Development Director
Aaron Antin, Finance/IT Director
Angie Feser, Parks & Recreation Director
Kyle Endelman, Deputy Director
Steve Leniszewski, Public Works Director
Andrew Zagars, City Engineer
Sam Park, Public Works Senior Project Engineer
Tim Larson, Communications Manager

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Mike Kenyon, City Attorney
Melonie Anderson, City Clerk
Lita Hachey, Deputy City Clerk

Roll Call – Roll was called

Pledge of Allegiance – Councilmember Valderrama led the pledge.

Approval of Agenda

Councilmember Hornish moved to change the agenda and have Public Comment moved to after the first Recognition in Presentations and Proclamations. Councilmember Valderrama seconded.

City Manager Howard suggested that we start with Public Comment and when King County Councilmember Lambert arrives, break for her recognition at that time.

MOTION: Councilmember Hornish moved to approve the agenda. Councilmember Valderrama seconded. Motion carried unanimously 6-1 with Councilmember Huckabay dissenting.

Public Comment

Gene Morel, 2933 E Lk Sammamish Pkwy SE, spoke regarding the East Lake Sammamish Trail (ELST) and the problems that homeowners are having with the permitting process. *(Handed out a comment sheet to City Council, available upon request to the City Clerk, manderson@sammamish.us)*

Arul Menzez, 3145 E Lk Sammamish Shore Lane SE, spoke regarding the ELS Trail *(Handed out a comment sheet to City Council and showed a PowerPoint presentation, available upon request to the City Clerk, manderson@sammamish.us)*

Annette McNabb, 3143 E Lk Sammamish Shore Lane SE, spoke regarding the ELS Trail and the issues they have with the permitting process. She would like the City to rescind the Shoreline Substantial Development Permit granted to King County.

Doug Schumacher, 3141 E Lk Sammamish Shore Lane SE, spoke regarding the ELS Trail and suggested pulling back the King County permit.

Councilmember Lambert arrived at meeting.

Presentations/Proclamations

Recognition: King County Councilmember Kathy Lambert
Ms. Lambert spoke about the Best Start for Kids program, Sports for Youth, Medication for Pets- Medical plan for pets, New program called “Aces” for children. Invitational Meeting on

January 18th about the Solid Waste program. Spoke regarding the Puget sound Regional Council. Presented Mayor Gerend with a check for 2 grants in the amount of $85,000.00 for Parks and Recreation projects.

Mayor Don Gerend presented Councilmember Lambert with a proclamation and gifts. Read the following proclamation:

Whereas, King County Councilmember Kathy Lambert represents the residents of District 3, the largest of the nine Council districts; and
Whereas, more importantly, she also represents the very fine people of Sammamish; and
Whereas, she has always been willing to listen and share her thoughts with Sammamish city officials in a collaborative and helpful way; and
Whereas, she has recently helped the city obtain two grants (for our parks), one for $35,000 and another for $50,000; and
Whereas, King County Councilmember Kathy Lambert is on the board of directors for the Eastside Human Services Forum and Hopelink; and
Whereas, she uses her influence as the Chair of the Council's Committee of the Whole and as Vice Chair of the Budget Committee for the good of all communities; and
Whereas, she is our ally, our representative, and our friend in a distant courthouse;
Now therefore, I, Don Gerend, Mayor of the City of Sammamish, to hereby proclaim, on behalf of the entire Sammamish City Council, and our entire community, the deepest gratitude and affection for our champion, King County Councilmember Kathy Lambert.

Public Comment, continued

Councilmember Huckabay suggested if there might be a different forum that could be used for citizens to present their various property issues.
Mr. Howard suggested setting up a special meeting with the ELS Trail citizens to discuss the individual complaints and to meet with staff, either individually or in a group setting.

Ted Davis, 3139 E Lk Sammamish Shore Lane SE, spoke regarding the ELS Trail and the issues that citizens are having with the permitting process with King County.

Mike Kenyon, City Attorney, stated that the deadline on January 27th is just for public to provide comments on the pending applications for shoreline substantial development permits (SSDP). The County has applied for two permits, the SSDP and a clear and grade permit.

Mr. Morel, (spoke previously), spoke on behalf of Mr. Miller, Mr. Conger and Mr. Stewart explaining the issues they have with property taxes and the permitting process.

Chris Large, 2811 E Lk Sammamish Pkwy SE, spoke regarding the ELS Trail permitting issues and asked the Council to rescind the permit application for the Trail.

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Shawn Huarte, 3003 E Lk Sammamish Pkwy SE, spoke regarding the ELS Trail issues and having Mr. Morel's parking moved to his property.

Mary Wictor, 408 208th Ave NE, spoke about Public Input Challenges *(PowerPoint available upon request to the City Clerk, manderson@sammamish.us)*

Margaret Klomp, 149 E Lk Sammamish Shore Lane NE, spoke regarding a dispersion area near their home and she would prefer that the drainage go through the wetland area instead. *(Handed out a comment sheet to City Council, available upon request to the City Clerk, manderson@sammamish.us)*

Charles Meyer, 2121 E Lk Sammamish Place SE (representing the Sammamish Homeowners Board SHO) spoke regarding the East Lake Sammamish Trail.

Skip Buchanan, 813 E Lk Sammamish Pkwy NE, spoke about his request for flexibility regarding the vegetation on his property and trying to save 30 arborvitaes bushes.

Reid Brockway, 167 E Lake Sammamish Shore Lane NE, spoke regarding the ELS Trail lawsuit.

Darren Pritt, 1433 E Lk Sammamish Shore Lane SE, spoke regarding the trail in the Mint Grove neighborhood. He is concerned about safety and emergency vehicle access.

Ray Spencer, 133 E Lake Sammamish Shore Lane SE, spoke about his issues with the Trail permitting and ownership of the properties.

Sharon Steinbis, 24933 SE 14th Street, thanked City Council for their support of the Washington Native Plant Stewardship program in Sammamish.

Councilmember Malchow acknowledged Ms. Steinbis for the recognition she received from the Native Plant Stewardship Committee from the Washington State level as Steward of the Year.

Jeff Gelfuso, 1423 E Lake Sammamish Shore Lane SE, Mint Grove neighborhood, expressed his frustration with the Trail process and would like to know what can be done to improve this.

John Landry, 1225 E Lk Sammamish Shore Land SE, Mint Grove, He asked Council about the driveway grades and emergency vehicles ability to access.

City Manager Howard reminded citizens that there is currently a representative from King County available for discussions and to review individual proposed plans at Sammamish City Hall. The clear & grade permit has not been issued and will not be until all the City's issues are dealt with. King County is currently suing the City over this permit.
Councilmember Huckabay would like to see the Trail permit information on the City website so it would be clear what the status is on each permit.

Doug Borrell, Mint Grove, 1317 E Lk Sammamish Shore Lane SE, concerned about the safety and access by emergency vehicles. Spoke about a culvert situation near his home. He would like to have the 300 trees saved from being cut down at the entrance to their community.

Jeff Thomas, Director of Community Development, commented about the Trail permitting process and the amendments sent to the Shoreline Hearings Board and Department of Ecology. The process changed zoning type from R2 to R4 and is still pending final approval from the State Department of Ecology. The application for the South Segment 2B is being processed as a Type 2, as was Segment 2A. This might change depending on the timing of the approval. Councilmember Odell commented that he believes the wetland area by Mint Grove is actually a part of Pine Lake Creek. This area may be a part of the Kokanee Work Group's culvert replacement project. The Type 2 permit is issued administratively by the Director of Community Development and the appeal would be made directly to the Shoreline Hearings Board. With the Type 4 process, staff makes a recommendation to the Hearing Examiner, who makes the decision. This decision is then appealable to the Shoreline Hearings Board.

Vicki Beres, 2305 E Lk Sammamish Place SE, her home is one of the split properties and she is concerned about the area scheduled to be bulldozed to create a wetland buffer addition. Also, the removal of a pedestrian bridge and not providing them access to their dock. No replacement options are being provided by King County. She feels that all this is totally unnecessary.

Reid Brockway (spoke previously), asked about the sixty percent (60%) plan that are available from the applications and what is it that is subjected to the January 27, 2017 deadline.

Jeff Thomas, Director of Community Development, stated that the 60% plans are a part of the Shoreline Substantial Development permit application and the comments are relating to those plans. Comments should be submitted to the City by January 27th. Those comments will be sent to the County and responses are expected back.

John Titcoms, 629 E Lk Sammamish Shore Lane NE, commented about the trail and an opportunity in opening up George Davis Creek. He feels that the County does not own the right of way.

Eric Loper, 19314 SE 24th Way, he shares ownership with six others on some property on the lake. He would like Council to consider rescinding the permit.

Nick Silas, 429 E Lk Sammamish Shore Lane SE, Mint Grove neighborhood, spoke regarding the Trail issues and how can these issues happen in our City and Country. He is concerned about the safety issues and emergency vehicle access.

Quanna, 1601 E Lk Sammamish Pkwy SE, next to Mint Grove, is concerned about the King County (KC) process with the Trail and questioned why KC is fighting them with their own money.

George, would like to know the timing of the process and if this information can be found on the Sammamish website.

Lyman Howard stated that all this information will be made available on the City website. He also stated that the clear and grade permit has not yet been accepted as complete. The City Manager will have the City Attorney make a formal legal review of all the comments made here tonight.

Councilmember Valderrama spoke about the processes that should be in place during this permit. He would like those displayed on the Sammamish website. He feels that King County needs to come and explain themselves. A special meeting needs to be held to address all these issues and comments made here tonight.

Councilmember Huckabay would also like to set up a Special meeting in the immediate future to address all these issues.

Kathy Lambert recommended that a group of citizens, from this meeting, attend the King County Council meeting and express these frustrations to the entire KC Council at their public comment session. (the last Monday of every month is a time for Open Public Testimony at 1:30 pm at the Committee of the Whole (COW) meeting)

Council recessed for five minutes at 8:55 pm.

Presentation: Overview of Central Washington University Memorandum of Understanding

Lyman Howard introduced Aaron Antin, Director of Finance, who gave a staff update and presentation *(available on the City of Sammamish website at www.sammamish.us)*

MOTION: Councilmember Valderrama moved to authorize the City Manager to execute a signed Memorandum Of Understanding(MOU) with direction to move forward on the operating lease agreement. Councilmember Huckabay seconded. Motion carried by a vote of 6-1 with Councilmember Hornish dissenting.

Councilmember Hornish does not like the use of tax-payer's dollars on this investment, with such a low rate of return. He feels that this MOU is not binding enough and it is not what the Council agreed upon.

Councilmember Valderrama asked if we could get a firmer binding agreement by next week. Mr. Howard does not believe that would be possible.

Presentation: Eastside Fire & Rescue Strategic Plan

Fire Chief Jeff Clark updated Council on the Eastside Fire & Rescue Strategic Plan. Council received a hand-out detailing the plan.

Consent Agenda

- Payroll for period ending December 31, 2016 for pay date January 5, 2017 in the amount of $ 333,192.05

1. **Resolution:** 2017 Legislative Priorities
2. **Resolution:** Appointing One Regular Member To The Sammamish Arts Commission
3. **Resolution:** Appointing Three Regular Members To The Sammamish Parks And Recreation Commission
4. **Resolution:** Appointing Five Regular Member To The Beaver Lake Management District Commission
5. **Contract:** Surveying Services/PACE
6. **Contract:** Engineering Services/PACE

MOTION: Councilmember Odell moved to approve the Consent Agenda. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Public Hearing - None

Unfinished Business

Commission Interviews - Planning Commission Applicants
Council interviewed the following applicants for the Planning Commission.

- Jane Garrison
- Roisin O'Farrell
- Matthew Petrich
- Dan Young
- Eric Peterson

MOTION: Councilmember Odell moved to extend the meeting until 11:30 pm. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Executive Session: Evaluating Qualifications of an Applicant pursuant to RCW 42.30.110(h) and Potential Property Acquisition pursuant to RCW 42.30.110(b)

Council adjourned to Executive Session at 10:42 pm and returned at 11:22 pm.

MOTION: Councilmember Odell moved to extend the meeting until 12:00 am. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Resolution: Appointing Two Members To The Sammamish Planning Commission

The City Council voted on the applicants and the following individuals were appointed to the Sammamish Planning Commission:

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Roisin O'Farrell - Position #2 (3 year term) Term Expires January 31, 2020
Jane Garrison - Position #5 (4 year term) Term Expires January 31, 2021

MOTION: Councilmember Odell moved to approve the resolution appointing Roisin O'Farrell to Position # 2 and Jane Garrison to Position # 5 of the Sammamish Planning Commission. Councilmember Huckabay seconded. Motion carried unanimously 7-0.

New Business

Discussion: Issaquah Fall City Road Project Update

Steve Leniszewski, Public Works Director and Andrew Zagars, City Engineer gave a staff update and Steve Lewis, HW Lochner consultants showed a presentation. *(Presentation available on the City website at www.sammamish.us)*

The Issaquah Fall City Road Improvement Project will widen the corridor between 242nd Ave SE to Klahanie Dr. SE, including two travel lanes in each direction with curb, gutter, sidewalk, landscape/amenity strips and bike lanes. The project team has reached a critical design milestone and a decision needs to be made regarding the type of roadway crossing where Issaquah Fall City Road crosses the North Fork of Issaquah Creek. The options include a bridge or a culvert, both of which have pros and cons.

MOTION: Deputy Mayor Keller moved to extend the meeting until 12:15 am. Councilmember Huckabay seconded. Motion carried unanimously 7-0.

Council will submit their questions to Staff in the next week to be answered by Public Works Staff.

Council Reports/Committee Reports

City Manager Report

Mayor Gerend asked for Council's approval to support a request by Senator Mark Mullet. He will be sending a letter to the State Legislature asking them to move forward with the I-90/SR-18 interchange project. The Mayor could sign a letter of support tomorrow if approved by Council tonight. Council gave conditional approval once it is clearly determined what is included in this proposal.

Councilmember Malchow would like to have a webcast/LiveStream of the Council retreat next week for those Citizens that unable to be there. Council asked the City Manager to look into a webcast recording of the meeting to see if it is technically feasible.

Executive Session – None

Meeting adjourned at 12:23 pm

_____ _____

Lita Hachey, Deputy City Clerk Donald J. Gerend, Mayor

DRAFT

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: 2/1/2017

Originating Department: Public Works

Clearances:

- ☑ Attorney
- ☐ Community Development
- ☐ Public Safety
- ☐ Admin Services
- ☐ Finance & IT
- ☑ Public Works
- ☑ City Manager
- ☐ Parks & Recreation

Subject: Issaquah Fall City Rd Improvement Project – 242nd Ave SE to Klahanie Dr. SE (Phase 1)

Action Required: Select a culvert or bridge as the stream crossing alternative where Issaquah Fall City Road crosses the North Fork of Issaquah Creek.

Exhibits:

1. Presentation to Council
2. Resolution providing design guidance for Phase 1 of the Issaquah Fall City Road Improvement Project

Budget: $17,292,000 is in the approved 2017-18 budget (Streets Capital Fund-340) for the Issaquah Fall City Road Improvement Project

Summary Statement:

This is a follow-up to the City Council presentation and discussion on January 10, 2017. The design configuration for the Issaquah Fall City Road Corridor is nearing completion. To move forward to 30% design and maintain the project schedule, staff is requesting direction from the City Council on a stream crossing alternative where Issaquah Fall City Road crosses the North Fork of Issaquah Creek.

As part of the roadway widening, the existing culvert will need to be replaced with either the application of a culvert or a bridge section. There are pro's and con's to both crossing applications and staff will review those details in a presentation at the Council meeting. The draft presentation is also included as part of the City Council packet.

Updated cost estimates for both options are provided in the table below.

Cost Estimates	Bridge Option	Culvert Option
Construction Costs	$6,200,000	$3,670,000
Mitigation Costs	400,000	600,000
20-Year Maintenance Costs	80,000	25,000
Additional Pavement Wear	700,000	2,000,000
Construction Traffic Control	1,000,000	300,000
TOTAL ESTIMATED COST	**$8,380,000**	**$6,820,000**

Please note these are costs relative to the creek crossing section, not the entire projects cost

Additional details on the two design options are provided in the table below.

Other Factors	Bridge Option	Culvert Option
Life Expectancy	75 to 100 year	70 to 100 years
Length of Construction*	14 months	4 months
Road Closure	Two Lanes Open (w/flaggers)	Full Road Closure
Environmental Impacts	Low	Medium
Tribal Support	Preferred Option	
Fill Needed	≈ 10,000 cubic yards	≈ 46,300 cubic yards
Truck Loads to Haul Fill	≈ 1,000	≈ 6,000

**Construction length refers to this section (creek crossing) of the project only. The construction length for the entire project is estimated to be 24 months.*

Staff is seeking approval of the resolution and a design option at the February 7, 2017 City Council meeting. This decision is essential to allow the design to proceed and to maintain the overall project schedule.

Background:

The Issaquah Fall City Road Improvement Project will widen the corridor between 242nd Ave SE to Klahanie Dr. SE, including two travel lanes in each direction with curb, gutter, sidewalk, landscape/amenity strips and bike lanes. A consultant contract was awarded to H.W. Lochner, Inc. in March 2016, to begin design of this project. Project construction is anticipated to begin in June 2018, and conclude in 2019.

Two public meetings were held (May 12 and June 8, 2016) to discuss project design alternatives. Additional meetings were held with stakeholder groups, including the Issaquah School District, Eastridge Church and four Homeowner Associations. Input from all of these meetings helped inform the preliminary roadway design, including intersections, roadway sections, bike lanes, pedestrian crossing locations, school access and safety issues. The next public meeting is tentatively scheduled for March 2017.

The project team has reached a critical design milestone and a decision needs to be made regarding the type of roadway crossing where Issaquah Fall City Road crosses the North Fork of Issaquah Creek. The Transportation Committee has reviewed the bridge and culvert alternatives and has recommended the design decision be brought to the full Council for deliberation and a final recommendation.

Detour Planning

While there is significant community support for this road improvement project, there is also considerable concern regarding the construction impact and anticipated increase in travel times, particularly during the AM and PM peaks. The project team has completed a preliminary detour analysis, but additional work will need to be done once the Council makes a decision on the type of stream crossing (bridge or culvert). The project team will provide a detailed report to the Council in late spring of 2017, on detour routes and alternatives. A public meeting and additional stakeholder meetings are also anticipated to seek further input on detour planning.

Communications Planning

The project team is currently working to finalize the communications plan for the project. The plan will be presented to the City Council at a future meeting, currently planned for March 2017.

Project Timeline:

Decision on Bridge/Culvert Option	Jan/Feb 2017
Public Meeting #3	April 2017
30% Design Completion	April 2017
Public Meeting (Detour Planning)	June 2017
60% Design Completion	September 2017
Project Bid	Feb/March 2018
Project Construction Begins	June 2018

The project has the preliminary alignment, intersection treatments, roadway sections, bike lanes, pedestrian crossing, and school and bus access incorporated into the current design. We are now ready to conclude this phase of the project and to move to 30% design once the creek crossing application is selected.

Recommended Motion:

The Public Works Department requests the City Council approve the resolution, thereby selecting either the culvert or bridge as the stream crossing option so that the project can move forward to full design.

Exhibit 1

Issaquah-Fall City Road Improvements Project

Phase I Design

City Council Update

LOCHNER

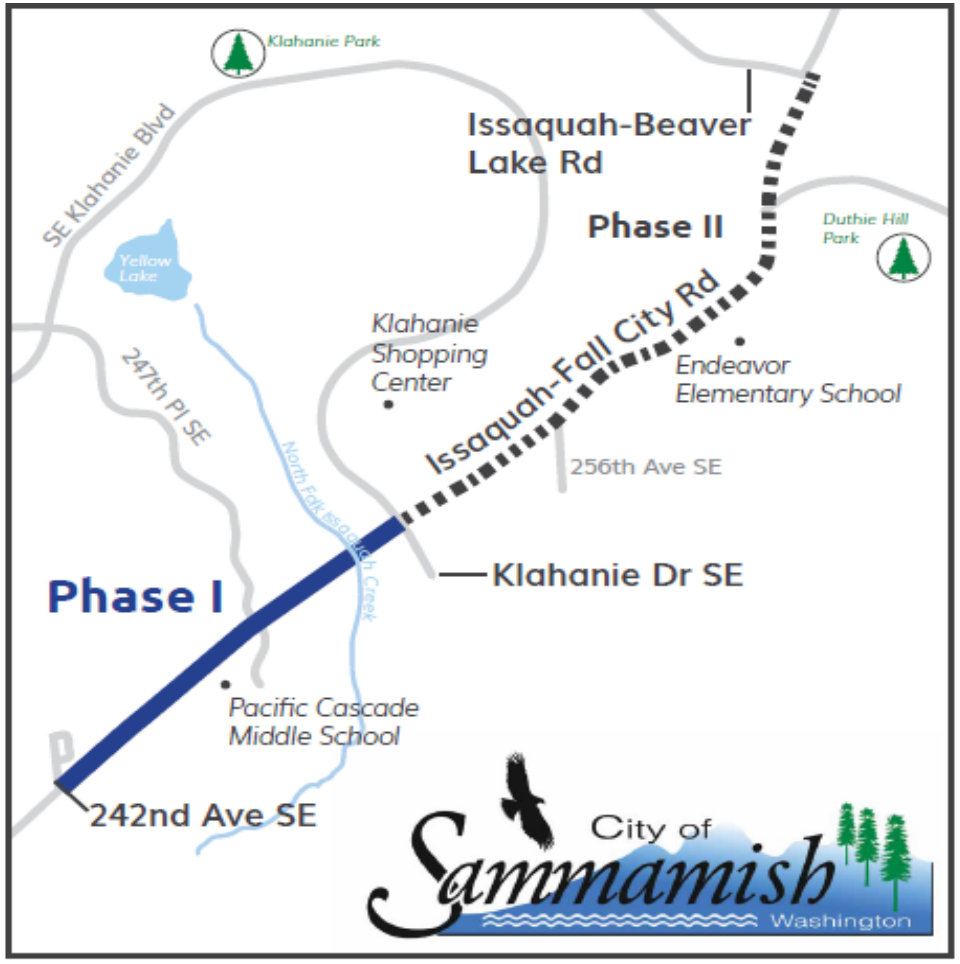
City of Sammamish Washington

Meeting Agenda

- Project Overview
- Focus for Tonight
- Direction from Council

City of Sammamish Washington

Project Overview



City of Sammamish Washington

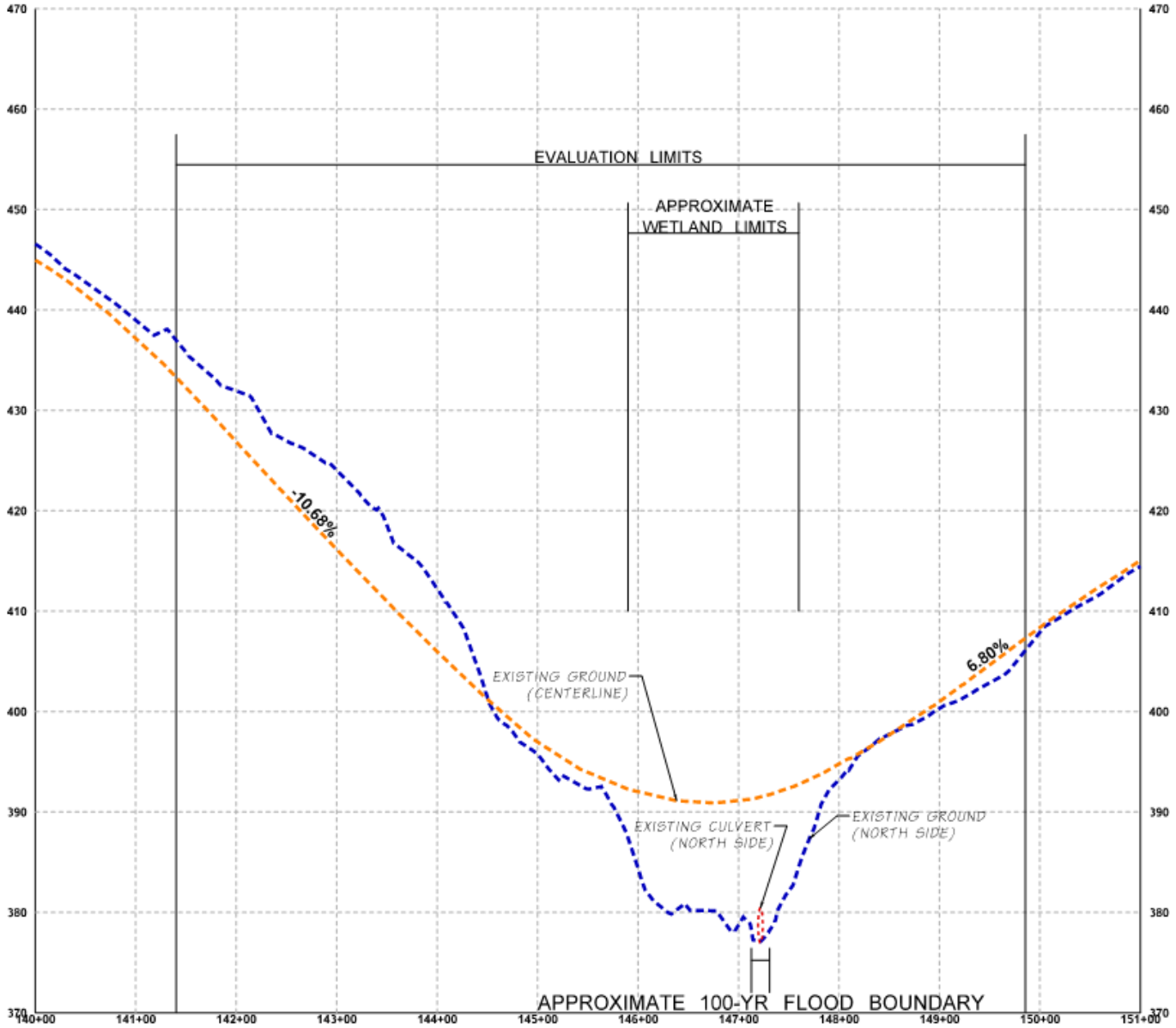
Exhibit 1

Project Timeline

City of Sammamish Washington

How Should We Cross N. Issaquah Creek?

Bridge or Culvert?



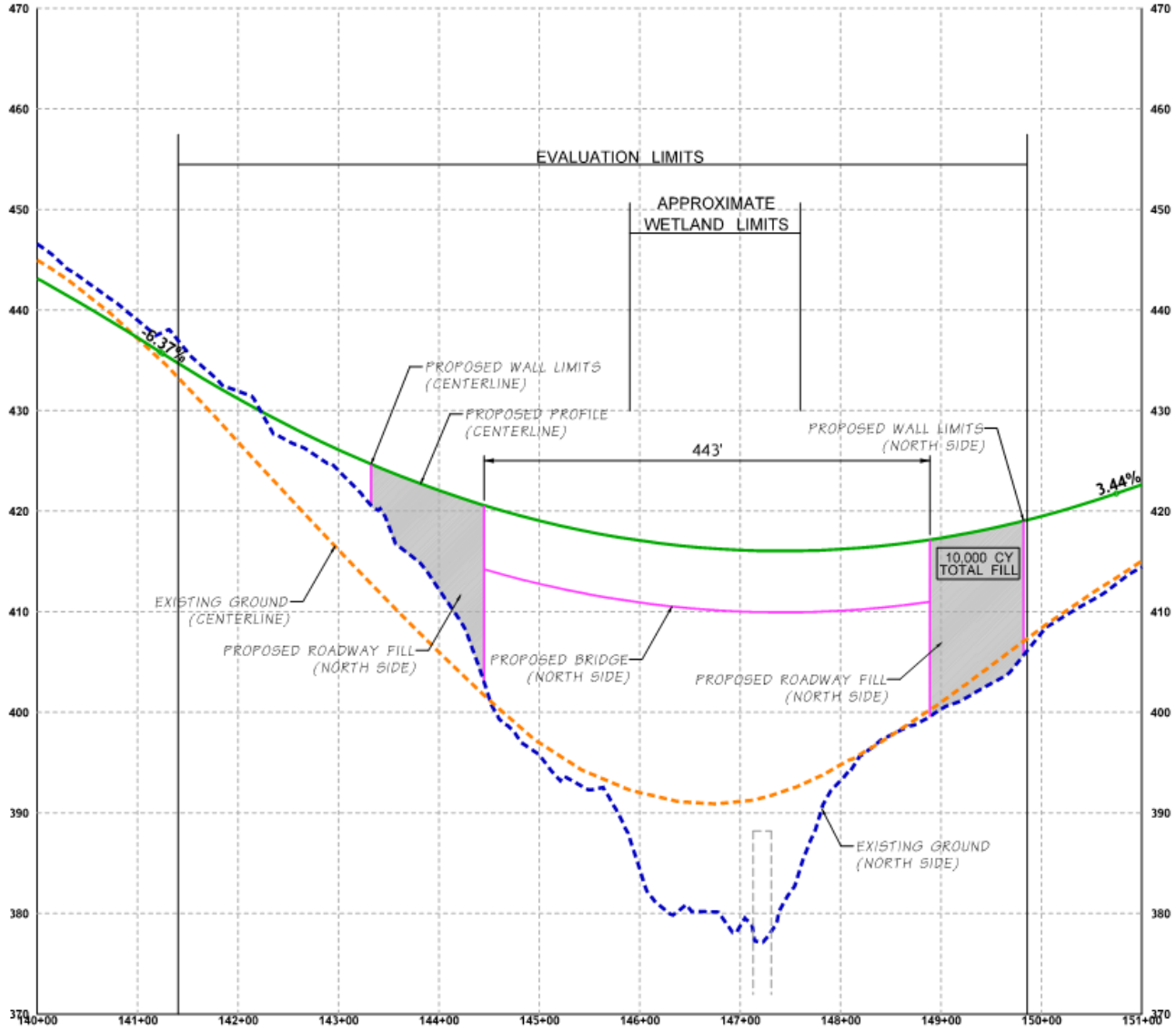
Things to Consider

- Amount of Truck Traffic
- Cost Difference
- Full or Partial Road Closure
- Maintenance Cost
- Time of Construction

City of Sammamish Washington

Exhibit 1

Option 1 - Bridge

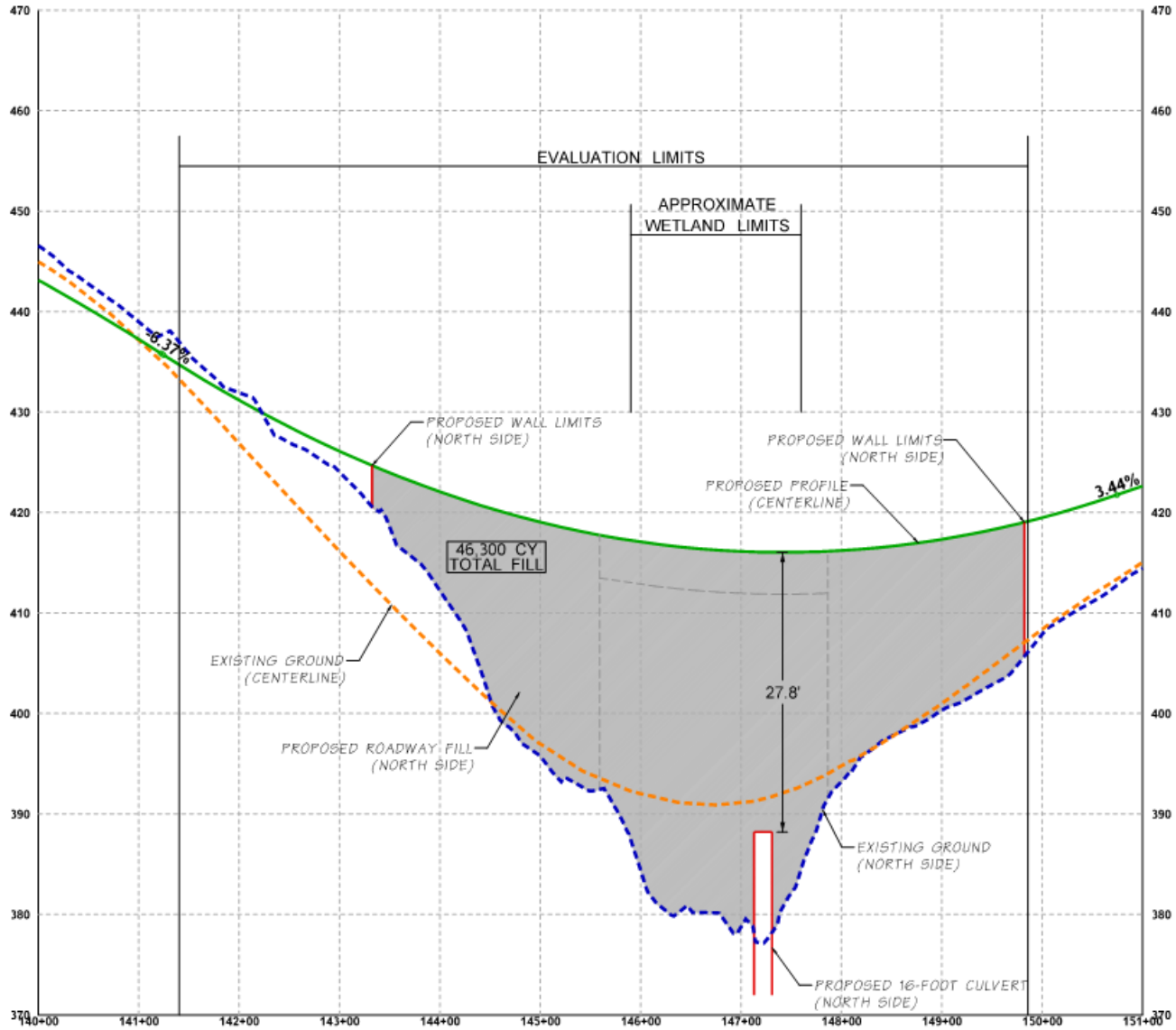


1,000 Truck Loads

10,000 Cubic Yards of Fill

Exhibit 1

Option 2 - Culvert



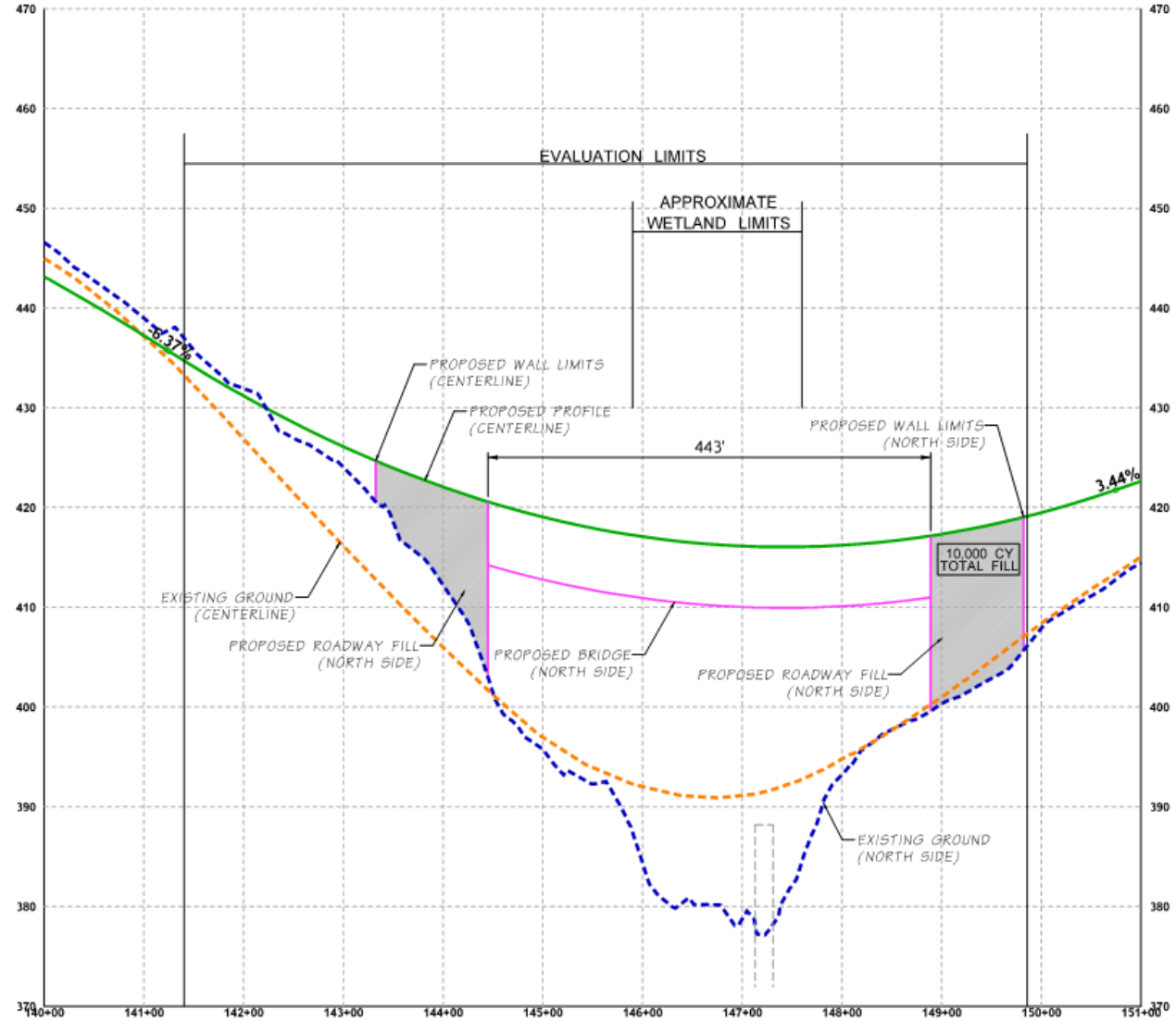
6,000 Truck Loads

46,300 Cubic Yards of Fill

Exhibit 1

BRIDGE VS. CULVERT

Proposed Slope = ~6%



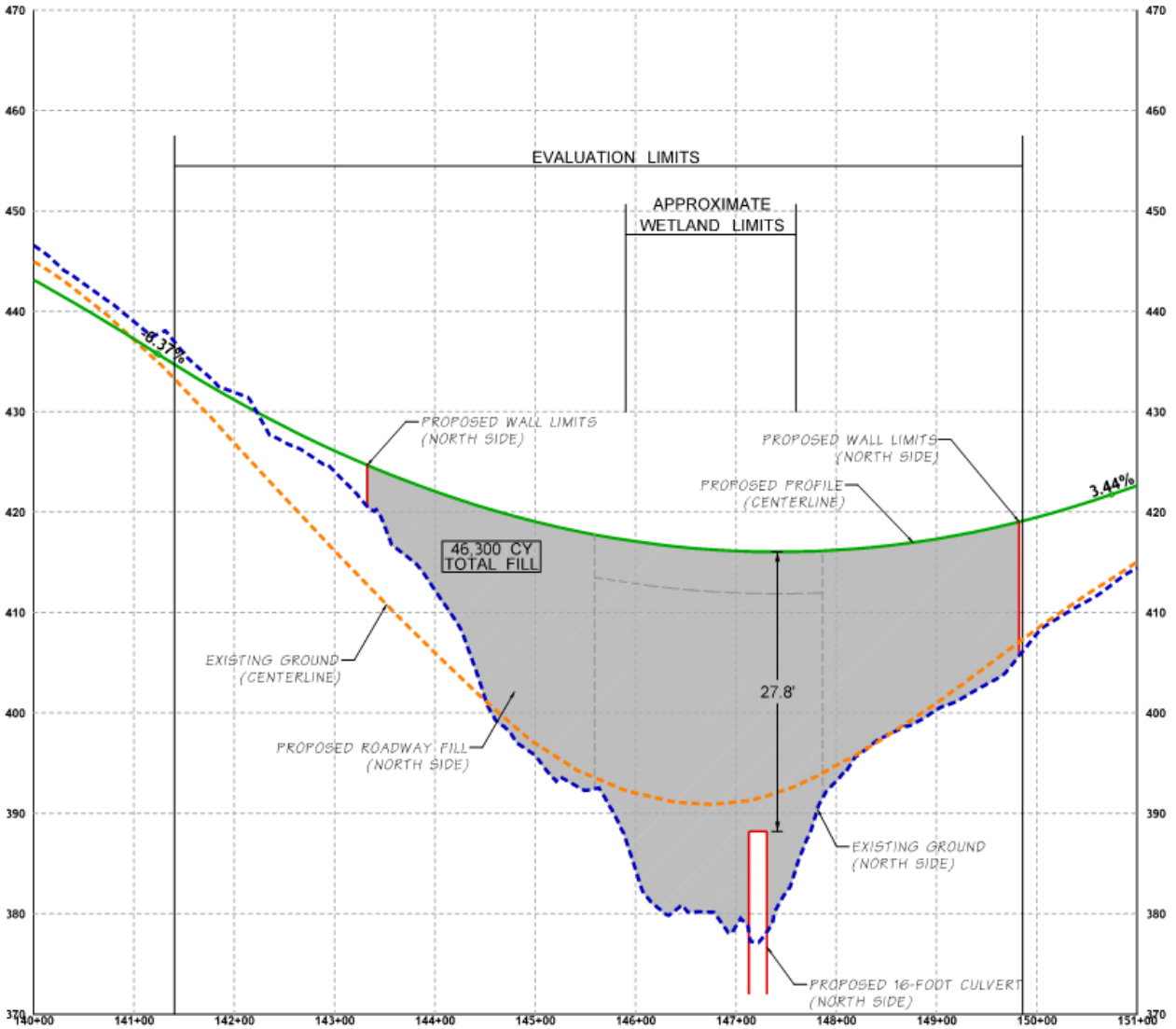


Exhibit 1

BRIDGE VS. CULVERT

BRIDGE

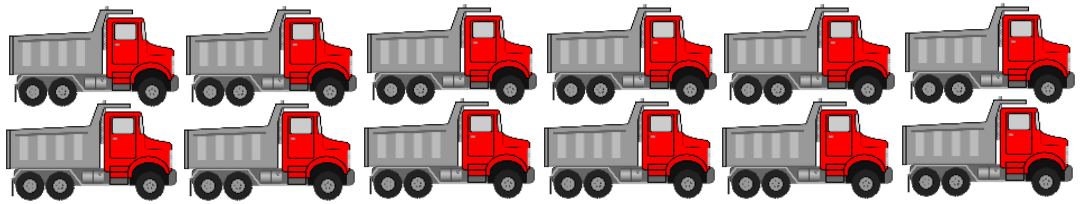
Construction Cost =	$6.20M
Mitigation Cost =	$0.40M
20 Year Maintenance Cost =	$0.08M
Additional Pavement Wear =	$0.70M
Construction Traffic Control =	$1.00M
Total Cost =	$8.38M

- Bridge Life Expectancy ≈ 75 - 100 years
- Construction Length = 14 months
- Two lanes open (with flaggers)
- Environmental Impacts = Low
- Tribal Support = Bridge Preferred
- Fill ≈ 10,000 Cubic Yards
- Truck Loads ≈ 1,000

CULVERT

Construction Cost =	$3.67M
Mitigation Cost =	$0.60M
20 Year Maintenance Cost =	$0.25M
Additional Pavement Wear =	$2.00M
Construction Traffic Control =	$0.30M
Total Cost =	$6.82M

- Culvert Life Expectancy ≈ 70 - 100 years
- Construction Length = 4 months
- Full Road Closure
- Environmental Impacts = Medium
- Tribal Support = Bridge Preferred
- Fill ≈ 46,300 Cubic Yards
- Truck Loads ≈ 6,000



= 500 trucks
(15 TON loads)

Exhibit 1

BRIDGE VS. CULVERT

- Total Cost = $8.38M
- Construction Length = 14 months
- Two lanes open (with flaggers)
- Truck Loads ≈ 1,000

- Total Cost = $6.82M
- Construction Length = 4 months
- Full Road Closure
- Truck Loads ≈ 6,000

SELECTION: _____

Keep in Mind:

- Total project duration 24 months
- Bridge / Culvert decision does not affect total duration

Next Steps

• Public Meeting #3	March/April 2017
• 30% Design Completion	April 2017
• Public Meeting (Detour Planning)	June 2017
• 60% Design Completion	September 2017
• Project Bid	Feb/March 2018
• Project Construction Begins	June 2018

City of Sammamish Washington

Questions?

Exhibit 2

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017- 000

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, PROVIDING DESIGN GUIDANCE FOR PHASE 1 OF THE ISSAQUAH FALL CITY ROAD IMPROVEMENT PROJECT FROM 242ND AVE SE TO KLAHANIE DR SE RELATED TO THE CROSSING OF THE NORTH FORK OF ISSAQUAH CREEK

WHEREAS, Sammamish annexed the Klahanie area into the City in January 1, 2016; and

WHEREAS, Sammamish agreed to design and build the Issaquah Fall City Road Project originally proposed by King County in 1996; and

WHEREAS, Sammamish decided to design and build the Issaquah Fall City Road Project in two phases, with Phase 1 from 242nd Ave SE to Klahanie DR SE, and Phase 2 from Klahanie DR SE to Issaquah-Beaver Lake Rd; and

WHEREAS, Sammamish applied for and was awarded a $5,000,000 grant from the WSDOT Connecting Washington program, with $3,500,000 allocated for Phase 1, and $1,500,000 allocated for Phase 2; and

WHEREAS, the Issaquah Fall City Road Improvement Project was included in the Six Year (2015-2020) Transportation Improvement Plan; and

WHEREAS, Sammamish hired H.W. Lochner Inc. in March 2016, to design and prepare for construction of the Issaquah Fall City Road Phase 1 Improvement Project; and

WHEREAS, the project design team has established a conceptual corridor design and presented the design to City Council, to the Transportation Committee, and to the public; and

WHEREAS, the City Council, the Transportation Committee and the project design team have considered the public input and made revisions to the conceptual design based on public feedback and sound engineering judgement; and

WHEREAS, the City Council desires to move forward with the Issaquah Fall City Road, Phase 1 design.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Project Design.
The project design is based on the following primary goals supported by the City's Comprehensive Plan:

1. Construct a multi-modal roadway to accommodate vehicles, pedestrians and bicyclists;
2. Improve safety for vehicles, pedestrians and bicyclists; and
3. Improve traffic flow

The Issaquah Fall City Road Improvement Project will widen the corridor between 242nd Ave SE to Klahanie Dr. SE, including two travel lanes in each direction with curb, gutter, sidewalk, landscape/amenity strips and buffered bike lanes. Project construction is anticipated to begin in June 2018, and conclude in 2019, for Phase 1.

After completion of two public meetings, additional stakeholder meetings, and City Council discussions, a policy decision must be made regarding the type of roadway crossing where Issaquah Fall City Road crosses over the North Fork of Issaquah Creek. The options include a bridge or a culvert, and either is acceptable from an engineering and construction standpoint.

The City Council accordingly resolves that the project design for Phase 1 will include a [bridge/culvert] for crossing over the North Fork of Issaquah Creek

Section 2. Effective Date. This resolution shall take effect immediately upon signing.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF FEBRUARY 2017.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R Kenyon, City Attorney

Filed with the City Clerk: January 31, 2017
Passed by the City Council:
Resolution No.: R2017-

Exhibit 2

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: 2/1/2017

Originating Department: City Manager

Clearances:

☑ Attorney	☐ Community Development	☐ Parks & Recreation
☐ Admin Services	☐ Eastside Fire and Rescue	☐ Police
☑ City Manager	☐ Finance & IT	☐ Public Works

Subject: An Ordinance establishing a new Sammamish Municipal Code Chapter 2.70 entitled Emergency Management Organization.

Action Required: First Reading

Exhibits: 1. Ordinance

Budget: N/A

Summary Statement:
This proposed ordinance is largely a consolidation of existing, uncodified emergency management provisions into a new chapter of the Sammamish Municipal Code.

Background:
The City's current emergency management structure exists within one uncodified ordinance and two resolutions. These pieces of legislation will be repealed and replaced by the proposed consolidated ordinance:

- **Ordinance O99-39** created an Emergency Planning Committee to support the preparation of the City's first Emergency Management Plan. However, once the Plan was finished in 2001, the Committee became inactive. The proposed ordinance will repeal O99-39 and create a new "Emergency Management Coordinating Committee" to facilitate coordination between the City and key community partners, such as school districts, neighboring cities, utility providers and the Citizen Corps.
- **Resolution R2001-63** established the City's first emergency management organization. The proposed ordinance will repeal R2001-63 and codify the City's emergency management organization in greater detail.
- **Resolution R2005-213** adopted the National Incident Management System (NIMS) as the standard for incident management within the City. The proposed ordinance will repeal R2005-213 and codify NIMS as the City's standard for incident management.

While the current provisions included in Ordinance 099-39, Resolution R2001-63 and Resolution R2005-213 do comply with State law, they are uncoordinated and difficult to find. The proposed ordinance will increase the accessibility of the information while maintaining compliance with State law.

The approach used in drafting the new ordinance is considered a best practice and the ordinance is similar to those in neighboring jurisdictions. The ordinance was developed in consultation with the City's Emergency Management Consultant Gail Harris.

Financial Impact:
N/A

Recommended Motion:
First Reading, no action required.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2017-

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING A NEW SAMMAMISH MUNICIPAL CODE CHAPTER 2.70 ENTITLED EMERGENCY MANAGEMENT ORGANIZATION; REPEALING ORDINANCE NO. O99-39 AND RESOLUTION NOS. 2001-63 AND R2005-213; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 38.52 RCW directs local governments to establish a local organization for emergency management and adopt a plan and program for emergency management within their jurisdiction; and

WHEREAS, on October 6, 1999, the City Council adopted Ordinance No. O99-39, creating an Emergency Planning Committee for the purpose of providing guidance and direction in meeting the emergency needs of the City and to create a local Emergency Management Plan; and

WHEREAS, on February 21, 2001, the City Council established an emergency management organization for the City with the passage of Resolution No. R2001-63; and

WHEREAS, on November 15, 2005, the City Council adopted the National Incident Management System as the standard for incident management within the City with the passage of Resolution No. R2005-213; and

WHEREAS, the Emergency Planning Committee has been inactive since the development of the City's original Emergency Management Plan in 2001; and

WHEREAS, the City Council has determined that the Emergency Planning Committee should be dissolved and a new Emergency Management Coordinating Committee be established to review and advise the City staff and the Council on the City's emergency management function; and

WHEREAS, the City Council desires to repeal the previous ad hoc provisions establishing an organization and standards for emergency management, and to establish a new emergency management organization, appoint a director of emergency management, and adopt consolidated procedures and requirements necessary to mitigate the impact of emergencies and protect the health and safety of all people within the City of Sammamish, and to codify such procedures in the City Code;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Repealer. City of Sammamish Ordinance No. O99-39, is hereby repealed in its entirety, and the Sammamish Emergency Planning Committee is hereby dissolved.

Section 2. Repealer. City of Sammamish Resolution No. R2001-63 is hereby repealed in its entirety, and the emergency management organization created thereunder is hereby dissolved.

Section 3. Repealer. City of Sammamish Resolution No. R2005-213 is hereby repealed in its entirety.

Section 4. New Chapter 2.70 SMC, Emergency Management Organization, Adopted. A new Sammamish Municipal Code Chapter 2.70, *Emergency Management Organization*, is hereby adopted to read as set forth in **Attachment A**, which is incorporated herein by this reference.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF FEBRUARY, 2017.

CITY OF SAMMAMISH

_____

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____

Melonie Anderson, City Clerk

Approved as to form:

_____

Michael R. Kenyon, City Attorney

Filed with the City Clerk:
First Reading:
Passed by the City Council:
Date of Publication:
Effective Date:

Chapter 2.70
EMERGENCY MANAGEMENT ORGANIZATION

Sections:

2.70.010 Purpose.
2.70.020 Definitions.
2.70.030 Emergency Management Organization.
2.70.040 Comprehensive Emergency Management Plan.
2.70.050 City Manager – Disaster and Emergency Powers.
2.70.060 City Manager – Duties and Powers as Director of Emergency Management.
2.70.070 National Incident Management System.
2.70.080 Emergency Management Coordinating Committee.
2.70.090 Severability.
2.70.100 Liability.

2.70.010 Purpose.

The purpose of this chapter is to create an emergency management organization, which will carry out emergency management functions and provide for the preparation and implementation of emergency management plans to prevent, mitigate, prepare for, respond to and recover from an emergency or disaster. Further, this chapter provides for coordination of the emergency management and disaster functions between the City and other public agencies, affected private persons, corporations and organizations.

2.70.020 Definitions.

For the purposes of this chapter, the following terms shall have the meanings ascribed, unless the context clearly indicates otherwise:

(1) “City” means the City of Sammamish, Washington.

(2) “Emergency” and “disaster” shall mean an event or set of circumstances which:

(a) Demands immediate action to preserve public health; protect life property, or natural resources; or provide relief to any stricken community overtaken by such occurrences; or

(b) Has been proclaimed by the governor as a state of emergency pursuant to RCW 43.06.010.

(3) “Emergency management” or “comprehensive emergency management” means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergencies and disasters, whether natural or manmade, and to provide support for search and rescue operations for persons and property in distress.

(4) “Emergency Management Organization” or “EMO” means the City’s emergency management function operating within the City Manager’s department.

(5) “Emergency Manager” means the individual designated by the City Manager to oversee the administration and operation of the City’s emergency management organization pursuant to SMC 2.70.030(2).

(6) “Hazard vulnerability analysis” means the comprehensive examination and reporting of all potential technological or natural hazards that the City may be exposed to and/or suffer loss from. This analysis is used as a basis for developing the City’s hazard mitigation plan.

(7) “Mitigation” includes risk analysis, review and identification of technological and natural hazards, development of strategies to minimize such hazards, and development of resources and capabilities to respond effectively to risks not controlled through conventional methods. Mitigation strategies may be developed in conjunction with the hazard vulnerability analysis.

(8) “National Incident Management System” or “NIMS” refers to the emergency management doctrine adopted by the Federal Emergency Management Agency (FEMA) in response to Homeland Security Presidential Directive 5.

(9) “Preparation” means the active planning, writing and revising of operational procedures and policies to prepare for responding to a disaster. It includes coordination with local, county, state and federal agencies to ensure cohesive working relationships and compatible emergency plans.

(10) “Recovery” includes assessment of community needs after an emergency or disaster event; prioritization of actions for relief, reconstruction or rehabilitation and coordination of agencies regarding same; documentation of costs for future reimbursement; and facilitation of disaster assistance offices in providing the community with efficient mechanisms to obtain federal, state and local assistance.

(11) “Response” includes the initiation of warnings for a potential disaster, initiation of actions necessary to effectively act during a disaster, damage assessment and evaluation, coordination of operations, logistics, planning and finance activities during a disaster, and documentation of actions taken during a disaster.

(12) “Whole community engagement” means a process to regularly engage the whole community to seek and obtain continued and coordinated stakeholder involvement and input regarding the emergency management program, including but not limited to policies, plans, ordinances, training, exercises, budget, public education, strategies and other emergency management topics.

2.70.030 Emergency Management Organization.

There is hereby created, in accordance with Chapter 38.52 RCW, a local Emergency Management Organization (“EMO”) within the City, which shall operate under the City Manager’s

Department. The EMO shall represent only the City and operate only within the City's incorporated limits.

(1) Purpose. The purpose of the EMO is to perform local emergency management functions in accordance with the provisions of this chapter. The EMO provides a critical public safety function in partnership with community partners, creating a framework to reduce the City's vulnerability to threats and hazards and help the community cope with disasters.

(2) Organization. The EMO shall consist of such officers and employees of the City as specified in the comprehensive emergency management plan promulgated under this chapter. The EMO shall be headed by the City Manager, who shall be directly responsible for the organization, administration, and operation of the EMO as Director of Emergency Management for the City. The City Manager may elect to appoint an Emergency Manager to assist with the day-to-day administration and operation of the EMO.

2.70.040 Comprehensive Emergency Management Plan.
A Comprehensive Emergency Management Plan (CEMP) shall be prepared for the City by, or under the direction of, the Emergency Management Director. The plan shall conform to the requirements of Chapter 118-30 of the Washington Administrative Code (WAC), as they now exist or may hereafter be amended, and shall comply with any other administrative rules and regulations of the State of Washington promulgated under authority of Chapter 38.52 RCW governing emergency management of subdivisions of the state.

2.70.050 City Manager – Disaster and emergency powers.
(1) In the event of an emergency or disaster, the City Manager is authorized:

(a) To make and issue emergency rules, regulations and orders on matters reasonably related to the protection of life, property and natural resources affected by such emergency or disaster; provided, that such rules, regulations and orders must be confirmed at the by the City Council at the next regular meeting thereof;

(b) To issue a proclamation of local emergency and transmit such proclamation to federal, state, regional and local agencies. Upon issuance of a proclamation pursuant to this subsection, the EMO may take necessary measures to combat a disaster; protect persons, property and natural resources; provide emergency assistance to victims of the disaster; and exercise all other powers authorized by RCW 38.52.070, without regard to time-consuming procedures and formalities (excepting mandatory constitutional requirements). Such a proclamation must be approved by the City Council at the next regular meeting thereof;

(c) To control and direct the efforts of the EMO;

(d) To requisition necessary personnel or material of any City department or agency;

(e) To require the emergency services of any City officer or employee and, in the event of a proclamation of emergency in the City or of a proclamation of emergency or disaster by the County Executive or the State's Governor affecting the City, to command the service and equipment of as many citizens of the City as may be deemed necessary in light of the emergency or disaster proclaimed;

(f) To execute all of the special powers conferred by any other county, state or federal statute or rule, or by any agreement or other lawful authority; and

(g) To establish and maintain continuity of government by ensuring proper provisions for succession of authority are included in the City's CEMP.

(h) The City Manager shall have the power to sign, on behalf of the City, mutual aid agreements with other municipalities, the county and other governmental subdivisions, which have been approved by the City Council.

2.70.060 City Manager – Duties and powers as director of emergency management.
In addition to the emergency powers set forth in SMC 2.70.050, the City Manager, as Director of Emergency Management, shall have the duties and powers described below.

(1) Duties. It shall be the duty of the Director of Emergency Management, or his or her designee, to:

(a) Prepare and submit all plans, annexes, attachments, program papers, progress reports, and other documents required by Chapter 118-30 WAC, as amended, or any other administrative rules and regulations of the State of Washington promulgated under the authority of RCW 38.52 governing emergency management plans of subdivisions of the State;

(b) Review and update such documents within the time frames prescribed by Chapter 38.52 RCW and Chapter 118-30 WAC;

(c) Represent the City in all interjurisdictional matters relating to emergency management;

(d) Conduct such emergency operations exercises as may be required by law;

(e) Conduct periodic inspections of the city's emergency facilities and systems, including but not limited to an emergency operations center and communication system, to determine their state of readiness;

(f) Monitor the City's compliance with the requirements of relevant state laws and regulations related to emergency management;

(g) Prepare and implement the mandates of the National Incident Management System; and

(h) Facilitate coordination with the City's Emergency Management Coordinating Committee.

(2) Powers. In the event of an emergency or disaster, the Emergency Management Director, or his or her designee, is authorized:

(a) To direct coordination and cooperation between departments and employees of the City, and to resolve questions of authority and responsibility;

(b) To activate the City's emergency operations center, as needed for coordination; and

(c) To execute all of the special powers conferred upon the Director of Emergency Management by any local, state or federal statute or rule, or by any agreement or other lawful authority.

2.70.070 National Incident Management System.
The National Incident Management System (NIMS) promulgated by the Federal Emergency Management Agency is established as the standard for incident management within the City.

2.70.080 Emergency Management Coordinating Committee.
(1) To facilitate whole community engagement in the City's emergency management planning, there is hereby created an Emergency Management Coordinating Committee for the City of Sammamish, which shall, to the extent possible, consist of the following:

(a) The City's Emergency Manager, who shall act as chair;

(b) The City Manager, or his or her designee;

(c) The Public Works Director, or his or her designee;

(d) The Community Development Director, or his or her designee;

(e) The City Police Chief, or his or her designee;

(f) The Chief of Eastside Fire & Rescue, or his or her designee;

(g) A representative of each school district located within the City;

(h) A representative of each utility that serves citizens of Sammamish;

(i) A representative of the Sammamish Citizen Corps Council.

(2) As appropriate, the City Manager may appoint additional members to the Emergency Management Coordinating Committee from City staff, faith-based organizations, neighboring jurisdictions, human services organizations, neighborhood associations, major local employers, or small business representatives, based upon such member's knowledge, experience, resources or capabilities in the area of emergency management.

(3) The Emergency Management Coordinating Committee shall meet at a frequency established by the Committee, but at a minimum bi-annually. The Committee shall choose a vice-chair to act in the absence of the Emergency Manager.

(4) It shall be the duty of the Emergency Management Coordinating Committee to review and advise the City Manager and City Council on the City's emergency management programs, mutual aid agreements, ordinances, resolutions, contracts and rules and regulations as are necessary to implement such plans and agreements. The Committee shall report to the City Council annually on the "state of emergency management" in the City, and more frequently if an emergency or disaster event warrants such a report.

2.70.90 Severability.
If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances is not affected.

2.70.100 Liability.
Liability for actions or services rendered in accordance with this chapter shall be as set forth in RCW 38.52.180.

Exhibit 1

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: 2/2/2017

Originating Department: Finance IT

Clearances:

- ☑ Attorney
- ☑ Admin Services
- ☑ City Manager
- ☐ Community Development
- ☑ Finance & IT
- ☐ Parks & Recreation
- ☐ Public Safety
- ☐ Public Works

Subject: Update to the Municipal Code regarding administrative procedures on contract authorizations

Action Required: Conduct First Reading of the Ordinance

Exhibits:

1. Ordinance
2. Draft Attachment A

Budget: This Ordinance has no budgetary impact.

Summary Statement: This ordinance updates the City's current Sammamish Municipal Code (SMC) Section 2.50 to incorporate two major types of amendments to this section of code that has not been revised since the City's early incorporation years. The first update is related to changes in State law and purchasing requirements that have been issued over the past 16 or so years. The second update is to increase the City Manager's $15,000 authorization limit to $50,000 to be consistent with the $50,000 bond amount required under a separate section of the SMC, Section 2.15.020. Additionally, changes previously approved by the City Council via Ordinance O2016-427 (adopted December 13, 2016), regarding the City Manager's authority to purchase real property easements, have been incorporated into Section 2.50.010(1)(m).

Background: Title 2 of the Sammamish Municipal Code (SMC) is the Administrative section of the Code. Section 2.50 refers specifically to the contract approval procedures for approving certain contracts above and beyond the restrictions already in place by State and Federal law. This section of the code also grants the City Manager authority with respect to certain contracts under the restrictions identified. One of those restrictions is a dollar threshold limitation of $15,000, which is less than the $50,000 bond amount that is stipulated in Section 2.15.020 of the Sammamish Municipal Code.

The proposed revisions to this language and the suggested increase in the amount from $15,000 to $50,000 was reviewed in detail at the November and December Finance Committee meetings in 2016. This recommendation, as approved by the 2016 Finance Committee members, is coming forward now for full City Council approval.

Approval of these updates would eliminate the existing contradiction between two sections of existing code relating specifically to the City Manager's contract authorization dollar threshold (2.50.010) and the City Manager position's bond requirement (SMC 2.15.020). Since this change would be a change to the Municipal code it would require approval of an Ordinance by the City Council.

Financial Impact: No budgetary impact.

Recommended Motion: First Reading, no action

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2017-____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING CHAPTER 2.50 OF THE SAMMAMISH MUNICIPAL CODE, UPDATING THE CITY MANAGER'S AUTHORITY TO EXECUTE CERTAIN CONTRACTS WITHOUT FURTHER COUNCIL ACTION AND IN AN AMOUNT CONSISTENT WITH BONDING REQUIREMENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council wishes to authorize an update to Section 2.50 of the Sammamish Municipal Code as set forth in Attachment "A"; and

WHEREAS, in reviewing the text for SMC 2.50 and the changes that have occurred in State law related to purchasing and contracting since the original adoption of this chapter of City code, the City Council has determined this update to be necessary; and

WHEREAS, a detailed review of the proposed text was completed at the City Council's Finance Committee meetings in November and December of 2016 and the text updates being recommended are consistent with that City Council Committee's direction; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The proposed amendments to Chapter 2.50 Sammamish Municipal Code set forth in Attachment "A" to this Ordinance are hereby adopted.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2017.

CITY OF SAMMAMISH

_____

Donald J. Gerend, Mayor

Exhibit 1

ATTEST/AUTHENTICATED:

_____

Melonie Anderson, City Clerk

Approved as to form:

_____

Mike Kenyon, City Attorney

Filed with the City Clerk:	February 2, 2017
First Reading:	February 7, 2017
Passed by the City Council:	
Publication Date:	
Effective Date:	

Chapter 2.50

CONTRACT APPROVAL

Sections:
2.50.010 Contract approval authorization.

The following procedure is hereby established for the approval of certain contracts and granting the City manager authority with respect to such contracts:

(1) The City council authorizes the City manager to enter into and execute on behalf of the City the following contracts without individual approval of each contract by the City council, so long as the contract is consistent with the approved annual budget for the City, and the City's liability under the contract does not exceed available fund balances:

(a) Contracts for purchase of goods, supplies, materials, or equipment involving a cost or fee (including sales tax) of less than $50,000.

(b) Professional service contracts, including contracts for architectural, engineering, legal, and consulting services involving a cost or fee of less than $50,000.

(c) Maintenance contracts involving a cost or fee (including sales tax) of less than $50,000 per year.

(d) Public works projects involving a cost or fee of less than $65,000 for projects involving multiple trades and $40,000 for projects involving a single trade or such limits as may otherwise be established by RCW 35.23.352 as now in effect or hereafter amended.

(e) Settlement agreements involving a cost or fee of less than $50,000.

(f) Retention of legal counsel and expert consultants, involving claims or suits in which the City is a party.

(g) Other routine agreements where no expenditure is involved, or the cost, expenditure, or fee (including sales tax) does not exceed $50,000.

(h) Lease agreements for materials, supplies, and equipment where the expenditure or fee does not exceed $50,000 per year.

(i) Sale of unneeded surplus personal property with an estimated cumulative value of $50,000 or less, which has been declared surplus personal property by the City may be disposed of by the City manager in accordance with state law and informal procedures that reflect the best interest of the City.

(j) Contracts that carry out or implement a provision of the Sammamish Municipal Code or established City policy, e.g., maintenance or performance bonds for plat improvements.

(k) Emergency Contracts. "Emergency" means a set of unforeseen circumstances that either:

(i) Presents a real, immediate threat to the proper performance of essential functions; or

(ii) May result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; or

(iii) For public works projects, may result in a substantial loss to the City if the contract is not immediately entered into.

(l) Employment and Personnel Matters. Unless otherwise provided by statute, ordinance, or resolution, e.g., salaries and compensation are subject to City resolution.

1. (m) Contracts to accept real property conveyances and other real property rights as set forth below, which may include the cost of required site work, ~~in support of a construction project~~ approved by the City council; provided, the funds to purchase the easements or rights-of-way have been budgeted for that purpose and the purchase price of the given easement or right-of-way, excluding the cost of the required site work, is within 10 percent of its appraised value and the cost of any individual conveyance does not exceed $50,000:Utility easements;
2. Easements and right-of-way dedications associated with an administrative development approval;
3. Trail and non-motorized easements;
4. Construction easements for City projects;
5. Ingress and egress easements for access and for maintenance of streams and stormwater management and other facilities;
6. Easements for discharge and/or conveyance of stormwater, and for installation of stormwater facilities;
7. Right-of-way dedications for capital projects and operations or maintenance needs; and
8. Conservation easements resulting from a Transfer of Development Rights (TDR) program approved by the City Council.
9. Other property rights transfers of a similar character and nature.

(2) The breaking down of any purchase or contract into units or phases for the purpose of avoiding the maximum dollar amount is prohibited. The amount of a contract includes all amendments.

(3) The City manager may present any contract to the City council for prior approval, even if the contract is allowed to be approved without prior City council approval.

(4) All interlocal agreements shall be presented to the City council for prior approval.

(5) The City manager may promptly, within 10 days, provide to the City council a copy (or summary) of any contract (or amendment) that has not received prior approval by the City council.

(6) “Contract” means any agreement creating a legal relationship between the City and another person or entity, or any amendment thereto. (Ord. O2004-145 § 1; Ord. O2001-76 § 1; Ord. O2000-50 § 1)

City Council Agenda Bill

Meeting Date: **February 7, 2017** Date Submitted: February 2, 2017

Originating Department: Community Development

Clearances:

☑ Attorney	☑ Community Development	☐ Parks & Recreation
☐ Admin Services	☐ Eastside Fire and Rescue	☐ Police
☑ City Manager	☐ Finance & IT	☐ Public Works

Subject: An Ordinance amending the Sammamish Municipal Code, specifically sections 21A.15.1410, 21A50.320 and 25.01.070, completing the update of the Shoreline Master Program by incorporating current Environmentally Critical Areas regulations.

Action Required: Complete first reading of Ordinance

Exhibits:
1. Ordinance with attachments
2. Department of Ecology letter dated January 12, 2017

Budget: N/A

Summary Statement:
On January 12, 2017, the City of Sammamish received notification from the State of Washington, Department of Ecology (DOE) regarding the City's proposed action in June 2016 related to Shoreline Master Program (SMP) amendments.

Specifically, the notification was related to the City's action to remove the isolated wetland pilot program from Shoreline jurisdiction as a compromise to the second of three required changes by DOE in March 2016. DOE has rejected this compromise as a singular solution. The original DOE requirement was to include the United States Army Corps of Engineers (USACOE) as the determiner of isolated wetlands.

As alternatives to both the USACOE language and the City's action to remove the isolated wetland pilot program from Shorelines jurisdiction, the City can remove ('divorce') all references to isolated wetlands from Shorelines regulations OR have the SMP amendments denied and restart the process – ongoing since 2013.

Background:
The following is an abbreviated chronology of key dates and events related to the SMP amendments.

- **July 9, 2013 -** City Council adopted amendments to the Environmentally Critical Area (ECA) regulations. In adopting these ECA amendments, the City Council also confirmed they should apply city wide, including within the Shorelines jurisdiction.

- **November 12, 2013 -** City submitted proposed SMP amendments to DOE for review and approval.

- **March 17, 2016 -** DOE formally responded to the City's proposed SMP amendments and required three changes, which along with several DOE recommended changes and a few staff recommended changes, City Council considered in May and June 2016.

- **June 7, 2016 -** City Council adopted Ordinance 02016-410. This ordinance adopted the first and third of three DOE required changes, a compromise to the second DOE required change, some of the DOE recommended changes as well as staff recommended changes.

- **September 8, 2016 -** Ordinance filed with DOE.

- **January 12, 2017** - City received notification from DOE that the second DOE required change in Ordinance 0216-410 was not approved. DOE provided two choices: (1) rework the compromise to the second DOE required change and have all proposed SMP amendments approved OR (2) deny all proposed SMP amendments and restart the process should the City choose to.

City staff has discussed with DOE staff reworking the compromise to the second DOE required change in an effort to have all the proposed SMP amendments approved. As an alternative to both the USACOE language and the City's action to remove the isolated wetland pilot program from Shorelines jurisdiction, the City can remove ('divorce') all references to isolated wetlands from Shorelines regulations OR have the SMP amendments denied and restart the process – ongoing since 2013. This reworking would require three additional amendments to the Sammamish Municipal Code (SMC) as follows in underline and highlight:

21A.15.1410 Wetland, isolated.

"Wetland, isolated" means a wetland that is hydrologically isolated from other aquatic resources. Isolated wetlands may perform important functions and are protected by state law (Chapter 90.48 RCW), whether or not they are protected by federal law. The term "Isolated Wetland" shall not apply within the City's shoreline jurisdiction as set forth in Chapter 25.05 SMC.

21A.50.320 Wetlands – Development flexibilities.

The following alterations shall be authorized if the director determines that the cumulative impacts do not unduly counteract the purposes of this chapter and are mitigated pursuant to an approved mitigation plan:

(1) Isolated wetlands, as defined in SMC 21A.15.1410, and evaluated in a written and approved critical areas study meeting the requirements of SMC 21A.50.130, with a total area of up to 1,000 square feet may be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a). This provision is not applicable within the City of Sammamish Shoreline Jurisdiction.

25.01.070 Critical areas regulations incorporated by reference.

Provisions of the Sammamish critical areas ordinance codified in Chapter 21A.50 SMC, exclusive of SMC 21A.50.050 (Complete exemptions), 21A.50.070 (Exceptions), 21A.50.320(1) (Isolated Wetlands), and 21A.50.320(3) (Isolated Wetlands – Pilot Program) are considered part of this SMP.

These SMC amendments work in concert to achieve the desired outcome to have all the proposed SMP amendments approved by DOE. By removing all references to isolated wetlands from Shorelines regulations, the City is still retaining regulations and the pilot program for isolated wetlands in the remainder of the City. Wetlands in the Shorelines jurisdiction would be subject to the standard wetland classification methodology and flexibility for altering such would be provided by the ECA regulations of 2013, which would then apply in the Shorelines jurisdiction and/or the existing Shorelines Variance process.

Financial Impact:
N/A

Recommended Motion:
Staff recommends City Council adopt all three aforementioned SMC amendments. No motion is necessary at this time. Second reading and adoption of this Ordinance is scheduled for February 21, 2017.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2017 - ___

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, RELATED TO ISOLATED WETLANDS; AMENDING SECTIONS 21A.15.1410, 21A.50.320, AND 25.01.070 OF THE SAMMAMISH MUNICIPAL CODE (SMC); PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on June 7, 2016, the Sammamish City Council considered and deliberated on the adoption of Ordinance No. O2016-410 pertaining to the regulation of environmentally critical areas within the Sammamish Shoreline Master Program (the "SMP Update"); and

WHEREAS, the materials presented for the Council in connection with its deliberation on the SMP Update included, as Exhibit 3 to the agenda bill, a worksheet of additional amendments for the Council's consideration, labeled by item number; and

WHEREAS, in response to comments from the Washington State Department of Ecology, staff prepared, in Item 2(b) of Exhibit 3, code language that would eliminate the City's Isolated Wetlands Pilot Program as set forth in Sammamish Municipal Code Section 21A.50.320(3); and

WHEREAS, during the Council's discussion and deliberation regarding the SMP Update, a motion was passed to amend Item 2(b) to eliminate the Isolated Wetlands Pilot Program ***only*** from the Sammamish Shoreline Master Program ("SMP"), rather than eliminating the pilot program throughout the City; and

WHEREAS, the Council voted to adopted the SMP Update "as further amended by the City Council with Item[ ] 2(b) as subsequently amended"; and

WHEREAS, staff prepared additional revisions to SMC 21A.50.320(1), 21A.50.320(3), and 25.01.070 to effectuate Council's intent to eliminate the Isolated Wetlands Pilot Program only from the SMP; and

WHEREAS, on September 8, 2016, the SMP Update as adopted by Ordinance 410 was transmitted to the Department of Ecology for approval; and

WHEREAS, the Department of Ecology has indicated that it will approve the SMP Update as adopted by Ordinance 410, including the elimination of the Isolated Wetlands Pilot Program from the SMP, only if all reference to the term "isolated wetlands" is also removed from the SMP; and

WHEREAS, staff have proposed minor, non-substantive revisions to certain critical areas regulations and the SMP necessary to comply with the Department of Ecology's condition of approval for the SMP Update (the "Subsequent Revisions"); and

WHEREAS, the Subsequent Revisions arise from and were contemplated by the SMP Update referenced above, and included within the scope of the SEPA threshold determination, notice to Department of Commerce, and public hearings held on May 3, 2016 and May 17, 2016 regarding the SMP Update; and

WHEREAS, on February 7, 2017, the City Council reviewed the Subsequent Revisions and completed the first reading of this Ordinance; and

WHEREAS, on February 21, 2017, the City Council reviewed the Subsequent Revisions and completed the second reading of this Ordinance; and

WHEREAS, the City Council finds that the Subsequent Revisions are reasonable and necessary in order to finalize the Department of Ecology's approval of the SMP Update;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. SMC 21A.15.1410, Wetland, Isolated, Amended. Sammamish Municipal Code Section 21A.15.140, "Wetland, Isolated," is hereby amended to read as set forth in **Attachment A**, which is incorporated herein by this reference.

Section 2. SMC 21A.50.320, Wetlands – Development flexibilities, Amended. Sammamish Municipal Code Section 21A.50.320, "Wetlands – Development flexibilities," is hereby amended to read as set forth in **Attachment B**, which is incorporated herein by this reference.

Section 3. SMC 25.01.070, Critical areas regulations incorporated by reference, Amended. Sammamish Municipal Code Section 25.01.070, "Critical areas regulations incorporated by reference," is hereby amended to read as set forth in **Attachment C**, which is incorporated herein by this reference.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF FEBRUARY, 2017.

Exhibit 1

CITY OF SAMMAMISH

_____
Donald J. Gerend Mayor

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk:	February 1, 2017
First Reading:	February 7, 2017
Passed by the City Council:	
Date of Publication:	
Effective Date:	

ATTACHMENT A:

AMENDED SMC 21A.15.1410

21A.15.1410 Wetland, isolated.

"Wetland, isolated" means a wetland that is hydrologically isolated from other aquatic resources. Isolated wetlands may perform important functions and are protected by state law (Chapter 90.48 RCW), whether or not they are protected by federal law. The term "Isolated Wetland" shall not apply within the City's shoreline jurisdiction as set forth in Chapter 25.05 SMC.

ATTACHMENT B:

AMENDED SMC 21A.50.320

21A.50.320 Wetlands – Development flexibilities.

The following alterations shall be authorized if the director determines that the cumulative impacts do not unduly counteract the purposes of this chapter and are mitigated pursuant to an approved mitigation plan:

(1) Isolated wetlands, as defined in SMC 21A.15.1410, and evaluated in a written and approved critical areas study meeting the requirements of SMC 21A.50.130, with a total area of up to 1,000 square feet may be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a). This provision is not applicable within the City of Sammamish Shoreline Jurisdiction.

(2) Category III and IV wetlands with a total area of 4,000 square feet or less may have the buffer reduced by 15 feet, provided:

(a) The wetland does not score 4 points or less for habitat in the adopted Western Washington rating system; and

(b) The buffer functions associated with the area of the reduced buffer width are mitigated through the enhancement of the wetland, the remaining on-site wetland buffer area, and/or other adjoining high value habitat areas as needed to replace lost buffer functions and values; and

(c) No subsequent buffer reduction or averaging is authorized.

(3) Pilot Program. In accordance with SMC 25.01.070, this Pilot Program is not applicable within the City of Sammamish Shoreline Jurisdiction.

(a) Establishment of Pilot Program. A pilot program is hereby established to allow isolated category III and IV wetlands to be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290, subject to the provisions of this section.

(b) Purpose. The purpose of this pilot program is to allow for limited alterations of low habitat value isolated category III and IV wetlands with an area of 4,000 square feet or less, to evaluate the effects of such alterations on hydrologic, habitat, and water quality functions and values.

(c) Application. Applications for eligible projects meeting the provisions of subsections (3)(d) through (g) of this section must be submitted within two calendar years from the effective date of the revision to the Sammamish shoreline master program.

(d) Pilot Program Administration.

(i) Three projects associated with the construction of a single-family home are authorized by this pilot project, subject to the provisions of this section.

(ii) Eligible projects shall be accepted in the order received. To qualify for submittal, an applicant must have a complete application as described in the City's application material and Chapter 20.05 SMC, and completed any necessary preliminary steps prior to application as set forth in Chapter 20.05 SMC.

(iii) In the event that an application for a project accepted into the pilot program is withdrawn by the applicant or cancelled by the director prior to the expiration of the pilot program, the next submitted application shall be accepted into the pilot program.

(iv) The director shall use the authority under SMC 20.05.100 to ensure expeditious processing of applications. In particular, the director shall set a reasonable deadline for the submittal of corrections, studies, or other information when requested; an extension may be provided based upon a reasonable request. Failure by the applicant to meet a deadline shall be cause for the department to cancel/deny the application.

(e) Eligible Projects. Subject to the limitation in the total number of projects in subsection (3)(d) of this section, wetlands that meet the following criteria may be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290 and may be altered. To be eligible, a critical areas study prepared by a qualified professional shall be approved by the director and shall document the following:

(i) The wetland is a category III or IV wetland that is hydrologically isolated from other aquatic resources; and

(ii) The total area of the isolated wetland is 4,000 square feet or less; and

(iii) The wetland is not adjacent to a riparian area; and

(iv) The wetland has a score of 15 points or less for habitat in the adopted Western Washington rating system; and

(v) The wetland does not contain habitat identified as essential for local populations of priority species identified by the Washington Department of Fish and Wildlife.

(f) Mitigation. Mitigation to replace lost wetland functions and values, consistent with SMC 21A.50.310, shall be prepared for review and approval by the director; and

(g) Monitoring. Monitoring of the effect on biologic, hydrologic, and water quality, and assessment of the performance of required mitigation shall be provided by the applicant for five years following the completion of pilot projects authorized by this section. Annual monitoring reports shall be provided to the City for review and approval. Monitoring shall include the collection and analysis of data for the purpose of understanding and documenting changes in natural ecosystems, functions and features including, but not limited to, gathering baseline data.

(h) No subsequent exemption from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) or 21A.50.290 is authorized for the property participating in this pilot program.

ATTACHMENT C:

AMENDED SMC 25.01.070

25.01.070 Critical areas regulations incorporated by reference.

Provisions of the Sammamish critical areas ordinance codified in Chapter 21A.50 SMC, exclusive of SMC 21A.50.050 (Complete exemptions), 21A.50.070 (Exceptions), 21A.50.320(1) (Isolated Wetlands), and 21A.50.320(3) (Isolated Wetlands – Pilot Program) are considered part of this SMP.

Exhibit 2

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Northwest Regional Office • 3190 160th Ave SE • Bellevue, WA 98008-5452 • 425-649-7000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

January 12, 2017

Jeffrey Thomas, Director
City of Sammamish Community Development Department
801 – 228th Avenue SE
Sammamish, WA 98075

Re: City's response to Ecology's March 9, 2016, conditional SMP limited amendment approval

Dear Mr. Thomas:

Thank you for your letter, dated September 8, 2016, in response to Ecology's March 9, 2016, conditional approval of a limited Shoreline Master Program (SMP) Amendment. The letter and attachments describe the City's determination to accept, reject, or propose alternatives to Ecology's required or recommended changes. We appreciate the ongoing coordination with your staff in researching details concerning this amendment since receiving the September 8 letter.

Despite our sincere efforts to find a way to move forward with this amendment, we are not able to approve the limited amendment at this time. Unfortunately, one of the City's alternatives (item 2 – attachment B revised) is not consistent with the purpose and intent of Ecology's original change as required under WAC 173-26-120 (7) (b) (ii).

Specifically, the City's alternative would authorize critical areas provisions 21A.15.1410 and 21A.50.320 (1) to be implemented within shoreline jurisdiction as part of the City's SMP, as section 25.01.070 would not exclude these provisions from incorporation into the updated SMP. As extensively described in our March 9, 2016, conditional approval[1], these provisions would allow the City to designate "isolated wetlands" (21A.15.1410) inconsistent with our interpretation of Clean Water Act authority. This would allow modification of some isolated wetlands through provision 21A.50.320 (1) inconsistent with SMP-Guideline requirements related to no net loss of shoreline ecological function and wetland development standards (WAC 173-26-186 (8) (b) and 173-26-221).

Next Steps

If the City is open to reconsidering their alternative to item 2, we would be happy to continue to work with you on a solution that can satisfy SMP-Guideline requirements. Alternatively, WAC

[1] See rationale under required change - item 2 in attachment B.

Exhibit 2

173-27-120 (7) (b) (ii) would allow Ecology to deny the alternative proposal, or at the request of the City, restart the review and approval process for the limited amendment at WAC 173-26-120. Our preference would be to continue to work with the City to refine the alternative to ensure compliance with state requirements.

Please find attached to this letter "Attachment B – Revised" listing the City's response to each of the changes and Ecology's rationale related to taking a final action.

We appreciate the City's continued work on this amendment, for which we would like to recognize that despite the one remaining issue, the SMP limited amendment could be approved.

Please feel free to contact me if you would like to discuss this determination. You may reach me at 425-649-7096, or Joe.Burcar@ecy.wa.gov.

Sincerely,

Joe Burcar
Interim Section Manager
Shorelands and Environmental Assistance program

Enclosure

E-cc: Paul Anderson, Ecology
Tim Gates, Ecology
David Pyle, City of Sammamish

Exhibit 2

The following changes are necessary to comply with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III);

ITEM	PROVISION	TOPIC	BILL FORMAT CHANGES [underline-additions; ~~strikethrough-deletions~~], RATIONALE	CITY RESPONSE (ACCEPTED OR ALTERNATIVE)	ECY FINAL ACTION
1	**25.01.060**	Incorporation by reference	25.01.060 *Relationship to Plans, Policies and Regulations* (5) The following provisions of the Sammamish Municipal Code are adopted as part of this SMP, and attached herein: SMC 13 (Surface Water Management, adopted by Ord 2011-304, on May 16, 2011), SMC 21.10.120 (Historic Resources, adopted by Ord 2008-240, on Dec 16, 2008) and sections of the City's Critical Areas Ordinance as described within this program 25.01.070 (adopted by Ord 2005-193, on December 20, 2005 and revised by Ord 2009-264 on October 6, 2009, and Ord 2009-274 on December 1, 2009, and Ord 02013-350 on July 9, 2013). ***Rationale:*** *Ecology's guidelines at WAC 173-26- 191(2) (a) require that documents incorporated by reference must indicate the specific ordinance that will apply. This change is the mechanism for formally acknowledging the critical area ordinance amendments adopted July 9, 2013 that will apply within shoreline areas.*	***Accepted:*** *The City of Sammamish accepted this change through adoption of Ordinance 02016-410.*	***Ecology Final Action:*** *The Required Change has been accepted by the City; therefore the amended text could become part of the approved SMP amendment through Ecology's final action..*
2	**25.01.070**	Exceptions to critical areas regulations	25.01.070 *Critical Areas Regulations Incorporated by Reference* Provisions of the Sammamish Critical Areas Ordinance codified in SMC 21A.50 exclusive of SMC 21A.50.050 (Complete exemptions), SMC 21A.50.060 (Partial Exemptions), SMC 21A.50.070 (Exceptions), and SMC 21A.50.400 (Sunset provisions) are considered part of this SMP. In shoreline jurisdiction, the critical area shall be implemented consistent with the following: • Under 21A.50.320 (1) and 21A.15.1410, isolated wetlands shall be determined by the United States Army Corps of Engineers. • Pilot projects under 21A.50.320 (3) shall require approval of a shoreline conditional use permit if located within shoreline jurisdiction. The applicant shall obtain all necessary state and federal authorizations for isolated wetland impacts prior to beginning any ground disturbing activities or timber harvest. ***Rationale:*** *(Regulations addressing isolated wetlands) This change is required because under the City's Critical Areas Code 21A.50.320 (1) and 21A.15.1410, federal authority in determining Clean Water Act (CWA) jurisdiction is deferred to a "qualified professional." This change would be inconsistent with a 2001 US Supreme Court decision" (Solid Waste Agency of Northern Cook County v. United States Army Corps of Engineers et al., 531 U.S. 159). As established by the Court in 2001, the*	***Alternative:*** *City Council Alternative addresses the issue of jurisdictional determination of Isolated Wetlands in the Shoreline under 21A.50.320(3), the City has included an explicit citation in 25.01.070 that excepts this section from application in the Shoreline Master Program and Shoreline Jurisdiction. Following final approved update to the City's Shoreline Master Program 21A.50.320 (3) will not apply in Shoreline Jurisdiction.* 25.01.070 Critical areas regulations incorporated by reference. Provisions of the Sammamish critical areas ordinance codified in Chapter 21A.50 SMC, exclusive of SMC 21A.50.050 (Complete exemptions), ~~21A.50.060 (Partial exemptions – Critical areas)~~, 21A.50.070 (Exceptions), and 21A.50.320(3) (Isolated Wetlands – Pilot Program)~~, and 21A.50.400 (Sunset provisions)~~ are considered part of this SMP. ~~In shoreline jurisdiction, the critical area shall be implemented consistent with the following:~~ ~~1. Under 21A.50.320 (1) and 21A.15.1410, isolated wetlands shall be determined by the United States Army Corps of Engineers.~~ ~~2. Pilot projects under 21A.50.320 (3) shall require approval of a shoreline conditional use permit if located within shoreline jurisdiction. The applicant shall obtain all necessary state and federal authorizations for isolated wetland impacts prior to beginning any ground disturbing activities or timber harvest.~~	***Ecology Review (1-11-2017)*** *By not accepting Ecology's "required change" excluding provisions 21A.50.320 (1) and 21A.15.1410 from the City's Shoreline Master Program, The City's alternative is not consistent with SMP-Guideline requirement 173-26-120 (7) (b) (ii), and therefore cannot be approved as part of Ecology's final action.* *Analysis:* *The City's alternative would not be consistent with the purpose and intent of Ecology's original change (i.e., Required Change sent to the City on March 9, 2016). The inconsistency related to the fact that the City's alternative would incorporate provisions 21A.50.320 (1) and 21A.15.1410 from the City's critical areas ordinance. As documented under the Ecology's March 9, 2016 conditional approval, these two provisions are not consistent with SMP-Guideline*

Exhibit 2

ITEM	PROVISION	TOPIC	BILL FORMAT CHANGES [underline-additions; ~~strikethrough-deletions~~], RATIONALE	CITY RESPONSE (ACCEPTED OR ALTERNATIVE)	ECY FINAL ACTION
			United States Army Corps of Engineers (USACOE) has authority to determine CWA jurisdiction, including the authority to designate a wetland as "isolated" or not a jurisdictional water of the United States. Further, as described in previous communication to the City (letters dated October 3, 2012 and April 23, 2013), the wetland rating system is not an appropriate tool for determining hydrological isolation or regulatory authority of isolated wetlands. A qualified professional can assess the likelihood of jurisdiction, but lacks the authority to make a regulatory decision affecting the jurisdiction of the CWA. Therefore, the identified change is necessary to assure consistency with SMP-Guidelines requirements at WAC 173-26-186 (8) (b) and WAC 173-26-221 related to designing SMP provisions to achieve no net loss of shoreline ecological functions and consistency with wetland development standards, Further confirmation of "isolated" wetland determination from state and/or federal agencies is recommended in the City's Cumulative Impact Analysis (ESA, 2013; 22). ***(Requirement for a CUP for pilot projects)** As described in the City's Cumulative Impact Analysis (ESA, 2013) and in Ecology's Findings & Conclusions (attachment A), "isolated wetlands" are not expected to be found within shoreline jurisdiction. Despite this conclusion, the City has adopted a Pilot Program as defined under section 21A.50.320 (3). Therefore, to accommodate the City's request, Ecology has incorporated this requirement for a shoreline Conditional Use Permit (CUP) that would be required for review of any isolated wetland alterations within shoreline jurisdiction. A shoreline CUP requires that a unique or unanticipated proposal demonstrate consistency with the local master program and shoreline management act goals through evaluation of CUP approval criteria listed in WAC 173-27-160. This criteria includes consideration of "cumulative impacts", which would be appropriate in this case, as the City's CIA (ESA, 2013) did not anticipate the occurrence of isolated wetlands within shoreline jurisdiction and therefore did not attempt to characterize potential cumulative impacts resulting from this provision.*		*requirements related to achieving No Net Loss of shoreline ecological functions, are inconsistent with wetland development standards required under the SMP-Guidelines, and are inconsistent with the US Supreme Court's decision on Clean Water Act authority.*
3	**25.01.080**	Effective Date	25.01.080 *Effective Date* This Program and all amendments thereto shall become effective ~~immediately upon~~ fourteen days from the date of the Department of Ecology's written notice of final approval ~~by the Department of Ecology~~. ***Rationale:** Required for consistency with RCW 90.58.090 (7).*	***Accepted:** The City of Sammamish accepted this change through adoption of Ordinance 02016-410.*	***Ecology Final Action:** The Required Change has been accepted by the City; therefore the amended text could become part of the approved SMP amendment through Ecology's final action.*

COUNCILMEMBER MALCHOW

FEBRUARY 7, 2017 COUNCIL REPORT

1/27/2017: Participated in All Home's "Count Us In" event. Was paired to drive with the Sammamish Review reporter, Lizz Giordino & Hopelink's COO Geoff Crump, a Sammamish resident. We were given 3 census tracts in the northern end of the City, and drove through neighborhoods, church parking lots, brand new developments where there are not habitable homes yet, the MOC, all of the City parks, some of the County areas out toward 202. It was an eye opening experience. Results from the count will not be out until spring. Councilmember Tom Hornish also participated from Sammamish.

2/8/2017: PIC Meeting, Packet can be found HERE. The only action item is a recommendation to the board for appointments to SCA regional committees. Here are those appointments:

To recommend the following appointments to the SCA Board of Directors:

- Councilmember Verna Seal, Tukwila, be appointed as an alternate member to the Domestic Violence Initiative Regional Task Force (DVI);
- Councilmember Marlla Mhoon, Covington, be appointed as an alternate member to the King County Flood Control District Advisory Committee (KCFCDAC);
- Deputy Mayor Davina Duerr, Bothell be appointed as an alternate member to the Puget Sound Regional Council (PSRC) Transportation Policy Board (TPB).

Here is the list of items PIC has identified for action, if you have additional items, please let me know by emailing them to me, or bringing up at this meeting (2/7/17):

Potential Issues

- City Human Services Funding
  - SCA staff is working with the King County Alliance for Human Services and city staff to collect data and will return to PIC for discussion
- Regional response to property crime
  - Identified at SCA Caucus meetings in December
  - Members also discussed correlation with heroin epidemic, which is included in an item on the January 2017 PIC agenda
- Housing Affordability and Source of Income Discrimination
  - Included in the SCA 2017 Legislative Agenda and identified at the SCA Caucus meetings in December
  - Members discussed working together on learning about and/or developing best practices. This may also be a potential topic for a pre-PIC or an all-day workshop.
- Addressing the impact of growth on the region
  - This topic was raised at the SCA caucus meetings in December

Eastside Fire and Rescue (EFR)
Finance and Administration Committee(FAC)

Submitted by Bob Keller

Attended FAC meeting on 1/25/17

The only agenda item was a discussion on the proposed Warrant Review Process. The Board warrant review process was formalized to enhance and maintain excellent financial accountability. It was documented and a Board member rotation schedule established. Approximately two years ago, Board member Huckabay initiated the current process that is in place. This documentation formalizes and enhanced the process.

FAC minutes will be available on fixed schedule TBD.

Chris Gianini has been assigned to staff support of the FAC committee.

Attended EFR Board meeting 1/12/17

The main action item was to approve the Battalion Chief and Deputy Chief Salary Compression Solution recommended by the FAC. It was approved.

Next meeting we will be conducting Board and Committee Elections. Note: Board member Winterstein (Issaquah) will not be returning in 2017.

OPS 101 tentatively scheduled for 4/15

Board minutes are available on the EFR website for details.

Meeting Minutes, reported by Mayor Don Gerend, February 7, 2017

Kokanee Work Group January 25, 2017

PSRC Executive Board January 26, 2017

AWC Federal Committee Conference Call February 3, 2017

Kokanee Work Group: The KWG met at the Issaquah Fish Hatchery Watershed Science Center; some twenty five or thirty participants from various government and private groups, including Councilmembers Gerend, Huckabay and Odell from Sammamish.

This winter was a bad return of kokanee, only about 80 fish total; not enough to take some to the hatchery for continuation of the supplementation program. The spring 2017 Education Event will again take place at Confluence Park in Issaquah on May 11th; Blackwell 4th graders and other grade schools will be participating.

A film-maker is planning to produce a 20 – 25 minute film on the Lake Sammamish kokanee and the efforts to restore the run. Trout Unlimited has contributed $5,000 towards the production and is asking other partners to match their contribution. To be discussed at the February 7 Sammamish Council meeting under the City Manager's report. Next meeting April 26.

Puget Sound Regional Council Executive Board: At the January 26th meeting the most significant action was regarding several "small cities" whose Comprehensive Plan updates were only given Conditional Certifications by PSRC. This meant they qualified for federal grant funding, but had to adjust their comp plans per conditions placed by PSRC. Mainly, this was because some of these small urban island cities (like North Bend Covington,…) far exceeded their growth targets with their comp plan zoning. Their point was that the targets were always considered minimums, not maximums. A compromise was reached so that they do not have to amend their current comp plans. This issue will be addressed during the next round of growth targets which is coming up soon. These meetings are webcast and past meetings and agendas can be viewed on the PSRC website.

Association of Washington Cities Federal Committee: This AWC subcommittee deals with federal issues that affect Washington cities. Our 2016 major federal legislative priorities were Close the Online Sales Loophole, Protect Municipal Bonds, Maintain Community Development Funding, Invest in Infrastructure, and Ensure Safe Communities. The conference call included Michael Wallace, the Interim Director of Federal Advocacy for the National League of Cities. He said that NLC is working to better understand relations with the new administration; leadership roles under Trump are coming more from the business world. NLC will be focusing on Economic Development, Public Safety and Infrastructure (includes transportation, water and broadband). Tom Odell, as a member of the NLC transportation advocacy committee was also on the call with me. As far as our Marketplace Fairness (or e-fairness) Act which AWC is lobbying for (which would grant states the authority they need to require, regardless of location, to collect sales and use taxes owed to them per the Streamlined Sales Tax Agreement), it is still needing to pass through the House Judiciary Committee which is chaired by Bob Goodlatte (R- VA) who is opposed to it. Speaker Ryan would like to get rid of this issue, so there always is hope.

Summary Sheet for Discussion

City of Sammamish
Committee Worksheet for 2017 Committee Assignments

City Committee	(2016) Current Members	Number of Positions	Your Preference (Desire) Ranking	Comments / Proposed
Finance (Meets Quarterly)	Tom Hornish Kathleen Huckabay Tom Odell	3		Rank 1: Odell, Huckabay, Hornish Rank 2: Malchow
Public Safety (Meets Ad Hoc)	Tom Hornish Christie Malchow Ramiro Valerrama	3	1	Rank 1: Keller, Valderrama Rank 2: Odell
Communications (Meets Quarterly)	Christie Malchow Tom Hornish Bob Keller	3		Rank 1: Malchow
Health and Human Services (Meets Quarterly) *(intended to support Task Force until phased out)*	Christie Malchow Tom Hornish Kathleen Huckabay	3	2	Rank 1: Hornish Rank 2: Keller
Legislative (Meets Ad Hoc) *(Mayor & Deputy Mayor assigned)*	Don Gerend (2017) Bob Keller (2017) Ramiro Valderrama (2016)	3		Assigned: Gerend, Keller High Desire: Valderrama
Utility (Meets Ad Hoc)	Don Gerend Bob Keller Ramiro Valderrama	3		Don Gerend - suggested Bob Keller - suggested Ramiro Valderrama - suggested
Transit (Meets Ad Hoc)	Kathleen Huckabay Tom Odell Don Gerend	3		Kathleen Huckabay - suggested Tom Odell - suggested Don Gerend - suggested

Council Committee Worksheet

SPAWNING GROUNDS: SAVING THE LAKE SAMMAMISH KOKANEE

Documentary Short Film

PROJECT SYNOPSIS

Create a 20-25 minute short documentary chronicling a full season in the life of the Lake Sammamish kokanee salmon, the unique ecological, educational and stewardship initiatives taking place around the lake to recover these fish, and the deep cultural ties between this species and the region's longest inhabitants.

STORYLINE

We follow three main threads in bringing this large-scale story to life – the scientific and stewardship work being done to better understand this unique fish species and to bring them back in ever greater numbers; the efforts being undertaken by local tribes and advocates to communicate the cultural and historical importance of the kokanee; and the development, planning and construction work supporting restoration projects around the lake, including the removal of culverts along the historically critical spawning area of Zackuse Creek on the eastern edge of the lake. These stories culminate in late 2018 as the winter run kokanee return to their native streams along the lake to spawn.

OBJECTIVES

1. To increase awareness of the Lake Sammamish kokanee among local audiences
2. To inspire stewardship around restoring and protecting the Lake and watershed
3. To capture the magic of this area, its heritage and the conservation efforts taking place here in an emotionally compelling film that can resonate with all viewers
4. To capture this history and the people who are part of it for posterity and grow a library of highest quality media assets that can be repurposed for other products

THEMES

- The cultural and historical importance of kokanee to the Lake and region
- The unique ecology of Lake Sammamish and its population of kokanee
- The importance of education in fostering stewardship amid changing demographics
- The tension between development objectives and environmental concerns
- The importance of teamwork among stakeholders to realize seemingly impossible goals

CURRENT PROJECT SCHEDULE

Spring 2017 - *Begin initial preproduction, fundraising and scouting/test shooting*
Fall 2017 – November 2018 – *Principal Production*
Fall 2018/Winter 2019 – *Editing and Post-production Finishing*
Winter/Spring 2019 – *Local premiere screenings, public availability, film festivals*
Spring/Summer 2019 – Release via web, DVD/Blu-Ray and PBS broadcast

BUDGET RANGE

$45-$75K, the higher end allowing more filming days and greater product refinement

January 30, 2017