



# City Council Special Study Session

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## AGENDA

February 13, 2017

6:30 pm – 10:00 pm

### Call to Order

### Public Comment

6:30 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](mailto:manderson@sammamish.us). Please be aware that Council meetings are videotaped and available to the public.*

### Topics

- **Discussion:** Land Acquisition Strategy and Policy **7:00 pm**
- **Presentation:** King County Land Conservation Initiative Overview **7:30 pm**
- **Presentation:** Transfer of Development Rights Program **7:45 pm**
- **Presentation:** Town Center Implementation Strategy Update **8:15 pm**
- **Discussion:** Public Comment at Council Meeting **8:30 pm**

### Adjournment

8:45 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.

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## AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
<b>Feb 2017</b>				
<b>Mon 2/13</b>	2/08	6:30 pm	Special Study Session	<p>Presentation: King County Land Conservation Initiative Overview</p> <p>Discussion: Land Acquisition Strategy and Policy</p> <p>Presentation: Transfer of Development Rights Program</p> <p>Presentation: Town Center Implementation Strategy Update</p> <p>Discussion: Public Comment at Council Meeting</p>
<b>Tues 2/14</b>				Cancelled
<b>Tues 2/21</b>	2/15	6:30 pm	Regular Meeting	<p>Presentation &amp; Discussion: Communications Strategic Plan Scope of Work</p> <p>Resolution: Approving the 2017 Budget and Work Program for A Regional Coalition for Housing (ARCH)</p> <p>Ordinance: Amending SMC to be consistent with new Hearing Examiner Rules</p> <p><u>Consent:</u></p> <p>Ordinance: Second Reading finalizing amendments to the Shoreline Master Program (SMP)</p> <p>Ordinance: Second Reading Emergency Management</p> <p>Ordinance: Second Reading Private/Public Partnership Code Revisions</p> <p>Resolution: Authorizing RCO Grant Application for Klahanie Park Improvements</p> <p>Resolution: Sammamish Community and Aquatic Center Project Acceptance</p> <p>Intent to Sign: Animal Control/King County</p> <p>Approval: Vehicle Purchase</p>
<b>Mar 2017</b>				
<b>Mon 3/06</b>	3/01	4:30 pm	Study Session	<p>Presentation: Sammamish Heritage Society Funding Request</p> <p>Discussion: Police Services Analysis Scope of Work</p> <p>Discussion: Zackuse Creek Project Update</p> <p>Discussion: Issaquah Fall City Road Communications Plan</p>

<b>Tues 3/07</b>	3/01	6:30 pm	Regular Meeting	<p>Presentation: Community Center Operations Update  Presentation &amp; Discussion: Intro to Regional Stormwater  Presentation &amp; Discussion: Lease Agreement with CWU</p> <p><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 &amp; Compensation Study Consultant/TBD  Bid Award: Sammamish Landing Improvements</p>
<b>Tues 3/14</b>			Study Session	Cancelled
<b>Mon 3/20</b>	3/15	6:30 pm	Special Meeting	<p>Discussion: Annexation Update  Discussion: Development Code Update  Discussion: CWU Lease Agreement</p>
<b>Tues 3/21</b>	3/15	6:30 pm	Regular Meeting	<p>Department Report: Public Works  Department Report: Parks &amp; Recreation  Presentation: Update on the Economic Development Analysis  Presentation &amp; Discussion: Parks, Recreation and Open Space  (PRO) Plan Update  Resolution: Approving Lease Agreement with CWU  Interlocal Agreement: Issaquah School District Joint-Use  Agreement</p> <p><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</p>
<b>Apr 2017</b>				
<b>Mon 4/03</b>	3/29	4:30 pm	Study Session	<p>Discussion: City Council Salary Study  Discussion: Follow-up on Storm and Surface Water  Comprehensive Planning Work</p>

<b>Tues 4/04</b>	3/29	6:30 pm	Regular Meeting	<p>Department Report: Fire            Department Report: Police            Department Report: Admin Services            Contract: Transportation Master Plan Consultant/TBD</p> <p><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 &amp; ADA Ramp Retrofit/TBD            Bid Award: Guardrail Repair Projects/TBD</p>
<b>Tues 4/11</b>	4/05	6:30 pm	Study Session	<p>Discussion: Land Acquisition Strategy &amp; Policy            Discussion: Town Center Park Infrastructure Update            Discussion: Issaquah Fall City Road Project Update</p>
<b>Tues 4/18</b>	4/12	6:30 pm	Regular Meeting	<p>Approval: 2017 Non-Motorized Transportation Project &amp; Consultant Contract/TBD            Approval: 2017 Intersection Improvement Project &amp; Consultant Contract/TBD            Approval: 2017 Neighborhood Transportation Projects &amp; Consultant Contract/TBD            Approval: 2017 Sidewalk Program Project &amp; Consultant Contract/TBD            Presentation &amp; Discussion: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project            Ordinance: First Reading Electrical Code Adoption</p> <p><u>Consent:</u>            Contract: Traffic Count Program Consultant/TBD            Bid Award: 212<sup>th</sup> Improvement Project (Snake Hill)/TBD            Bid Award: Signal Pole &amp; Mast Painting on 228<sup>th</sup> &amp; Issaquah Pine Lake Road/TBD            Ordinance: Second Reading Electrical Code Adoption            Bid Award: Skyline Community Sports Field Turf Replacement</p>
<b>May 2017</b>				
<b>Mon 5/01</b>	4/26	4:30 pm	Study Session	<p>Discussion: R-1 Land Use Density Analysis            Discussion: Transportation Master Plan Update            Discussion: Emergency Management Update</p>

<b>Tues 5/02</b>	4/26	6:30 pm	Regular Meeting	<p>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 &amp; Procedures Update</p> <p><u>Consent:</u>          Ordinance: First Reading Electrical Code Adoption</p>
<b>Tues 5/09</b>	5/03	5:00 pm	Joint Study Session with Parks Commission & Planning Commission	<p>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</p>
<b>Tues 5/16</b>	5/10	6:30 pm	Regular Meeting	<p>Ordinance: Second Reading Sign Code Update          Ordinance: Second Reading First Reading Title 24 Comprehensive Planning Process &amp; Procedures Update          Ordinance: First Reading: Inglewood Historic Plat Drainage Requirements          Ordinance: First Reading Stormwater Maintenance Code Updates          Hand-Off/Discussion: 2018-2023 Capital Plans</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> <li>• Facilities Capital Improvement Plan</li> </ul> <p><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</p>
<b>June 2017</b>				
<b>Mon 6/05</b>	5/31	4:30 pm	Study Session	<p>Discussion: Police Services Analysis          Discussion: Internet Usage &amp; Social Media Policies</p>

<b>Tues 6/06</b>	5/31	6:30 pm	Regular Meeting	<p>Ordinance: Second Reading: Inglewood Historic Plat Drainage Requirements</p> <p>Ordinance: Second Reading Stormwater Maintenance Code Updates</p> <p>Public Hearing: 2018-2023 Capital Plans</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> <li>• Facilities Capital Improvement Plan</li> </ul> <p>Resolution: Approving King County Animal Services Contract (Tentative)</p> <p><u>Consent:</u></p> <p>Bid Award: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project/TBD</p> <p>Bid Award: Major Stormwater Drainage Facility Repairs &amp; Solutions/TBD</p> <p>Bid Award: 212<sup>th</sup> Non-Motorized Gap Project/TBD</p> <p>Resolution: Inglewood Hill Stormwater Quality Retrofit Project Acceptance</p>
<b>Tues 6/13</b>	6/07	6:30 pm	Study Session	<p>Discussion: Land Acquisition Strategy &amp; Policy</p> <p>Discussion: 2018-2023 Capital Plans (if needed)</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> <li>• Facilities Capital Improvement Plan</li> </ul>
<b>Tues 6/20</b>	6/14	6:30 pm	Regular Meeting	<p>Presentation: Economic Development Analysis Final Report</p> <p>Presentation &amp; Discussion: Housing Strategy Update</p> <p>Presentation &amp; Discussion: Neighborhood Character</p> <p>Resolution: Adopting 2018-2023 Capital Plans</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> <li>• Facilities Capital Improvement Plan</li> </ul> <p><u>Consent:</u></p> <p>Bid Award: SE 4<sup>th</sup> Street Improvement Project/TBD</p> <p>Bid Award: Louis Thompson Hill Landslide Area Project/TBD</p>

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

<b>Tues 9/05</b>	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 33 <sup>rd</sup> Street/TBD
<b>Tues 9/12</b>	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
<b>Tues 9/19</b>	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
<b>Oct 2017</b>				
<b>Mon 10/02</b>	9/27	4:30 pm	Study Session	Department Report: Police Presentation & Discussion: Police Services Analysis
<b>Tues 10/03</b>	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
<b>Tues 10/10</b>	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

<b>Tues 10/17</b>	10/11	6:30 pm	Regular Meeting	<p>Department Report: Finance          Department Report: Community Development          Resolution: Adopting the Communications Strategic Plan</p> <p><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</p>
<b>Nov 2017</b>				
<b>Mon 11/06</b>	11/07	4:30 pm	Study Session	<p>Discussion: Emergency Management Update          Discussion: Business Continuity Plan (Information Technology)</p>
<b>Tues 11/07</b>	11/07	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading Mid-Biennial Budget Update          Public Hearing/Ordinance: First Reading and Public Hearing: 2018 Property Tax Levy</p> <p><u>Consent:</u></p>
<b>Tues 11/14</b>	11/14	6:30 pm	Study Session	<p>Discussion: Parks, Recreation and Open Space (PRO) Plan Update          Discussion: YMCA Property          Discussion: Transportation Master Plan</p>
<b>Tues 11/21</b>	11/21	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading School Impact Fee Updates          Public Hearing/Resolution: Comprehensive Plan Amendments - 2018 Docket</p> <p><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</p>

Dec 2017				
<b>Mon 12/04</b>	11/29	4:30 pm	Study Session	
<b>Tues 12/05</b>	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
<b>Mon 12/11</b>		6:30 pm		Volunteer Recognition Banquet
<b>Tues 12/12</b>	12/06	6:30 pm	Study Session	Discussion: Parks, Recreation and Open Space (PRO) Plan Update
<b>Tues 12/19</b>	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	
	<ul style="list-style-type: none"> <li>Economic Development Plan</li> <li>Traffic Impact Fee Update</li> <li>Discussion: Concurrency Ordinance</li> <li>Contract: SE 24<sup>th</sup> St Sidewalk Design/TBD</li> <li>Lake Sammamish Water Level</li> </ul>		<ul style="list-style-type: none"> <li>Drones in Parks</li> </ul>	
			<ul style="list-style-type: none"> <li>Mountains to Sound Greenway</li> <li>Sustainability/Climate Change</li> <li>Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes</li> <li>Discussion: Inner City Bus Service</li> <li>Good Samaritan Law</li> </ul>	



## February 2017

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

Sun	Mon	Tue	Wed	Thu	Fri	Sat
5	6	7 <b>6:30 pm</b> City Council Regular Meeting	8 <b>1:30 pm</b> Human Services Task Force Meeting	9	10	11

## March 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27 <b>6:30 pm</b> Arts Commission Regular Meeting	28	1 <b>6:30 pm</b> Parks Commission Meeting	2 <b>6:30 pm</b> Planning Commission Meeting	3	4
5	6 <b>4:30 pm</b> City Council Study Session	7 <b>5:00 pm</b> Council Office Hour  <b>6:30 pm</b> City Council Regular Meeting	8 <b>1:30 pm</b> Human Services Task Force Meeting	9	10	11
12	13	14 <b>6:30 pm</b> City Council Study Session - Canceled	15 <b>6:00 pm</b> Sammamish Youth Board	16 <b>6:30 pm</b> Planning Commission Meeting	17	18 <b>9:00 am</b> Volunteer at Lancaster Pond  <b>1:00 pm</b> Make It A Glass Day
19	20 <b>6:30 pm</b> City Council Special Meeting	21 <b>6:30 pm</b> City Council Regular Meeting	22	23	24	25 <b>9:00 am</b> Volunteer at Ebright Creek
26	27 <b>6:30 pm</b> Arts Commission Regular Meeting	28	29	30	31	1
2	3 <b>4:30 pm</b> City Council Study Session	4 <b>5:00 pm</b> City Council Office Hour	5 <b>6:30 pm</b> Parks Commission Meeting - Canceled	6	7	8

Sun	Mon	Tue	Wed	Thu	Fri	Sat
2	3	4  <b>6:30 pm</b> City Council Regular Meeting	5	6  <b>5:00 pm</b> Joint Meeting with Parks & Recreation Commission and Planning Commission  <b>6:30 pm</b> Parks Commission Meeting  <b>6:30 pm</b> Planning Commission Meeting	7	8



## Memorandum

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DATE: February 7, 2017

TO: City Council

FROM: Lyman Howard, City Manager

RE: City of Sammamish – Land Acquisition Strategy & Implementation Policy project

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### **Summary:**

The Land Acquisition Strategy & Implementation Policy is scheduled for discussion at the February 13, 2017, City Council Study Session. A contract with Otak, Inc. for this study was authorized by Council at a Regular Meeting held on October 18, 2016. The consultant has completed an Existing Conditions Analysis and will present their findings to Council at the upcoming meeting.

The aim of this project will be to arrive at a strategy for selection of property to be purchased and to develop an implementation policy for City Council to adopt by the summer of 2017. The strategy will guide near-term and long-term acquisition activities to support the community's growth and diverse needs and interests.

### **Background:**

The 2017-2022 Parks Capital Improvement Plan adopted by City Council last year, identified land acquisition as a high priority and allocated a total of \$13 million for land acquisition over the next six years, with \$7 million of that amount available in the year 2017.

The City is focused not only on developing new parks and trails, but also on capturing the environmental benefits of preserving natural resources, wildlife corridors, and tree canopy. In part, this strategy has been prompted by growing concerns in the community about rapid residential growth.

### **Scope of Services:**

The study will consist of the following five components, and will solicit Council feedback at every step:

- Complete an existing conditions analysis
- Conduct a statistically valid survey
- Develop a strategy for acquisition and criteria for selection
- Adopt a policy with procedures for implementation
- Develop a confidential list of properties for potential acquisition

While the means of acquisition could cover traditional purchases, charitable donations, grants, land exchanges and condemnation, this study is not intended to focus on right-of-way acquisitions for specific capital improvement projects.

**Existing Conditions Analysis:**

Review of City’s Plans: Prior to commencing strategy development, the consultant team has reviewed the City’s Comprehensive Plan, Trail, Bikeways & Paths Plan, Parks & Recreation Open Space Plan, Town Center Plans and current Parks Capital Improvement Program, as well as examples of policies from other jurisdictions.

Overview of Existing Assets: Using available maps and GIS data, the consultant team has compiled information on existing natural features, City owned facilities, parks, preserves and trails, private open spaces, lands in ownership by other public jurisdictions and finally a consolidated map showing all this data. This information will be presented at the meeting.

**Timeline:**

Virtual Town Hall Discussion, Parks Commission Meeting                      January 4, 2017

**Existing Conditions Analysis**

- Parks Commission Meeting                      February 1, 2017
- City Council Study Session                      February 13, 2017
- 1st Public Meeting                                      February 15, 2017

City Council Study Session (for Draft Policy & Procedures)                      April 11, 2017

**Survey Results and Needs/Priorities Analysis**

- Parks Commission Meeting                      May 3, 2017
- City Council Study Session                      May 9, 2017
- 2nd Public Meeting                                      May 11, 2017

**Update on Selection Criteria and Acquisition Strategy**

- Joint Meeting with City Council and Parks Commission                      June 13, 2017
- 3rd Public Meeting                                      June 14, 2017

**Introduction/Adoption of Implementation Policy**

- City Council Regular Meeting                      July 3, 2017
- City Council Regular Meeting                      July 18, 2017

**Next Steps:**

The next step is to gather feedback through surveys. The Virtual Town Hall is already under way and is an informal way for anyone to weigh in. A more scientific statistically valid survey is intended to be distributed by the end of the month to randomly selected households. One consolidated survey will be conducted to encompass the questions related to the Land Acquisition Strategy & Implementation Policy as well as the upcoming Parks & Recreation Open Space Plan update.



## Memorandum

**Date:** February 7, 2017  
**To:** City Council  
**From:** Lyman Howard, City Manager  
**Re:** King County Land Conservation Initiative – Council Briefing Summary

The purpose of this memorandum is to provide a brief overview and description of King County's Land Conservation Work Plan. Further information and detail will be presented by King County Representative, Michael Murphy at the February 13, 2017 City Council meeting.

### **Summary:**

King County Executive Dow Constantine is considering a new land conservation effort to protect the remaining high conservation value lands in King County within a generation. Executive Constantine submitted a Land Conservation & Preservation Work Plan to King County Council in March 2016. An advisory group has been convened to review the work plan. King County is meeting with cities to integrate city priorities, in order to complete the vision for conservation across the entire county.

### **Finishing the Job of Conservation in King County:**

King County's landscape is spectacular – from Puget Sound, through a thriving metropolis and quiet rural communities, abundant farms and working forests, to the Cascade Mountains. Our landscape gives King County a competitive economic advantage in the global marketplace. People want to live here and businesses want to be here, in part because of the natural beauty and accessible open space. As one of the fastest growing large counties in the U.S., King County's population of 2 million people is expected to increase by 25 percent by 2040.

Residents in our region have made significant investments in open space and trails, but there is more work to do to finish the job of conservation and keep our environment, communities, and economy healthy. For King County to thrive we need to keep our natural lands and river corridors intact, maintain viable working resource lands, and preserve great places for people to explore, relax and stay connected to the natural world. We must act quickly to protect our most-important remaining conservation lands before prices escalate and we lose opportunities to development.

### **Land Conservation & Preservation Work Plan:**

The Land Conservation & Preservation Work Plan includes an initial analysis of conservation opportunities, available revenues, and new funding possibilities. The work plan focused on five main conservation categories:

- *Natural Areas* (land acquired in fee or easement that preserves natural ecosystems for fish & wildlife habitat, provides nature-based/passive recreation, completes corridors of public land ownership, buffers natural and developed landscapes)
- *Forests* (land often acquired in easement that supports working forests, holds the line against sprawl, supports wildlife habitat, protects water quality, helps respond to a changing climate)

- *Farmland* (land acquired in easement which preserves local food production, farm economies and affordability, in Agricultural Production District or rural areas)
- *River Corridors* (land acquired along rivers in rural and urban areas to help protect communities from floods and repetitive losses, which also support natural watershed functions)
- *Regional Trails* (completing existing and planned corridors for shared-use, non-motorized trails, providing mobility and recreation opportunities, spanning urban and rural King County)

### **Next Steps:**

Initial analysis focused on conservation priorities that King County would lead, and revenues available to King County. Approximately 66,000 acres of land has been identified by King County for conservation, primarily in the rural area of King County.

The work plan recognizes that it is vital for the county and cities to work together to identify city priorities, in order to identify regionally important conservation lands across King County. The county is actively meeting with cities to determine how to integrate city conservation priorities into the picture of conservation across King County. Urban land is important to help meet not only regional conservation goals, but also to help support health and social equity among all residents of the county.

Moving forward, near-term actions identified in the plan include:

- Continue to refine the analysis of lands the County seeks to protect.
- Refine estimates of existing and new revenue streams to support conservation acquisitions.
- Look for opportunities to forge public and private partnerships.
- Collaborate with cities in King County to identify their priorities for conserving land.
- Provide opportunities for public engagement and input.
- The Advisory Group will issue a report to the Executive in mid-February 2017. In fall 2017, the Advisory Group will reconvene to formulate a set of final recommendations to the Executive with a focus on collaboration with cities, ways to achieve equity and social justice outcomes, private partnerships, levels of public funding, and timing considerations for achieving the goal.

### **Filling the Funding Gap:**

The total cost to conserve the current scope of lands (66,000 acres) is on the order of \$1.5-\$1.8 billion. Approximately \$1.27 billion in existing revenues is estimated to be available to King County to fund these acquisitions over the next 30 years. The estimated funding gap identified at this point in time is on the order of \$300-500 million. As city lands are added, costs to protect these lands will rise, but available revenues will also rise as revenues available to cities are taken into account.

Potential funding sources were identified in the work plan that could generate additional funds for land conservation. Most of these would require a countywide vote to authorize:

- A county bond
- Property tax levy lid lift
- Increase in the conservation futures tax to the fully authorized amount
- REET (Real Estate Excise Tax) 3

Other options the Executive has proposed are expanding philanthropy and new ecosystem markets to secure private funding for land conservation.

### **Websites:**

Work Plan: <http://kingcounty.gov/land-conservation>

### **Advisory Group:**

<http://www.kingcounty.gov/conservation-advisory-group>

### **Contact:**

Ingrid Lundin [ingrid.lundin@kingcounty.gov](mailto:ingrid.lundin@kingcounty.gov) 206-477-4578



## Memorandum

**Date:** February 7, 2017  
**To:** City Council  
**From:** Lyman Howard, City Manager  
**Re:** Transfer of Development Rights – Council Briefing Summary

The purpose of this memorandum is to provide a brief overview and description of Transfer of Development Rights (TDR), the Interlocal Agreement (ILA) between the City of Sammamish and King County, and the City's TDR program as regulated by Chapter 21A.80 SMC. Further information and detail will be presented at the February 13, 2017 City Council meeting.

### **Transfer of Development Rights:**

The TDR process allows landowners to sell development rights from their land (sending site) to a developer who then can use these rights to increase density on their project property (receiving site). The TDR program is a market-based approach to preserve partially developed or undeveloped land with important public benefits, such as farmland, forestland, open space, and wildlife habitat.

### **King County / City of Sammamish Interlocal Agreement:**

The City currently participates in a TDR program pursuant to an ILA with the County that authorizes the transfer of TDR credits from unincorporated King County to the Sammamish Town Center subarea (see Exhibit B). The purpose of this program is to preserve rural and resource lands deemed important to the City on an ongoing basis, while investing in City amenities. The sending site area identified in the ILA is located adjacent to the City south of State Route 202, north of SE Issaquah Fall City Road, and west of 308<sup>th</sup> Avenue SE as extended and depicted in Exhibit A. This area is also better known as the "Emerald Necklace."

This program is managed by the County, which has adopted polices, regulations, and administrative procedures to implement the agreement and to manage the purchase and sale of TDR credits through the use of a TDR bank. The County bank facilitates the private TDR market by bridging the time gap between willing sellers and buyers of TDR credits. It will manage up to seventy-five (75) TDR credits for use in the Sammamish Town Center receiving site. Of these seventy-five (75) TDR credits, the City agreed that the first twenty (20) would be used prior to accepting TDR credits from any other program or from any other sending site, pursuant to the TDR conversion ratios established in the Receiving Site Incentive Table (Figure 1).

The ILA also allocates amenity investment funds which are paid to the City from the County. These funds are to be used for the creation and acquisition of public open space and park amenities to mitigate impacts associated with increased development. These funds are disbursed in two phases. Phase I funds are in the amount of \$375,000, of which \$226,287 was used to purchase property from the King County Roads Division to locate a parking lot and trailhead off of Sahalee Way for Evans Creek Preserve. The remaining funds will be available to the City once a property is identified and adheres to

the eligibility criteria of the ILA. Phase II funds will come from the sale of TDR credits. The City receives 25% of the sale price of every TDR credit sold.

Currently, there are twenty (20) TDR credits available in the King County TDR bank which are currently under contract with the STCA development group. STCA purchased these TDR credits for \$1.6 million, of which \$400,000 will be remitted to the City after the transaction closes. STCA has also negotiated a contract with the County to purchase the remaining fifty-five (55) TDR credits through a phase acquisition process. In total, the sale of all seventy-five (75) TDR credits will total approximately \$6 million, with the City receiving approximately \$1.5 million to be used for public open space and park amenities within the City.

**Chapter 21A.80 SMC Transfer of Development Rights:**

In 2011, the City adopted regulations in Chapter 21A.80 SMC that establish an incentive process for property owners to preserve lands with a public benefit and to provide an administrative review process to ensure that TDR credits are evaluated and administered in a fair and timely manner. This code chapter identifies sending site areas within the City, qualification requirements, a certification process, restrictions, limitations, and a description of the TDR transfer process. Now that the first twenty (20) TDR credits have been sold pursuant to the ILA, staff are able to utilize this code chapter to facilitate the evaluation and certification process for private property owners within a sending site area to sell TDR credits to a receiving site development project.

Though the City code regulates the TDR certification and transfer process, it does not establish a management system similar to the County TDR bank. Such a system would allow the City to establish a mechanism to purchase and sell TDR credits, administer program funding, monitor expenditures, maintain program records, and provide periodic summary reports of TDR program activity. One of the benefits of establishing a program such as this would be to provide an opportunity for the City to purchase and manage TDR credits and establish conservation easements in coordination with a strategic plan to support the preservation of the City’s natural resources, wildlife corridors, and tree canopy.

Additionally, a receiving site incentive table included in Chapter 21A.80 SMC and as shown below, outlines TDR-based incentives for eligible receiving sites with the purchase of a development right within the City and per the ILA. For example, a sending site in an R-1 zone that generates one (1) TDR credit will allow for the creation of four (4) dwelling units at a receiving site in the TC-C zone. It should also be noted that this section of code allows for dwelling units allocated in the TC-D zone to be transferred into the TC-A zone. The price of such units are based upon a market analysis with the proceeds supporting development that benefits the public within the Town Center.

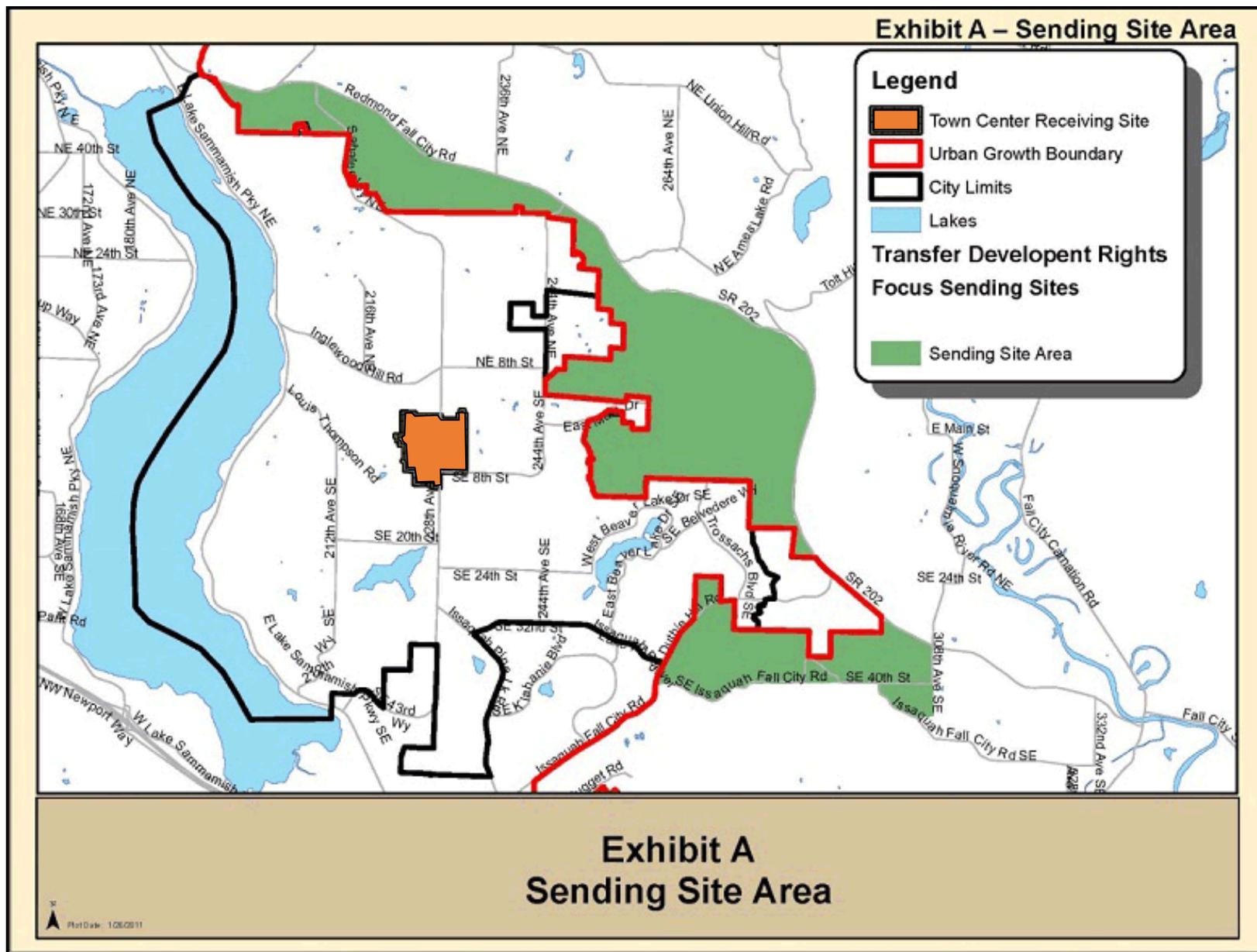
		Sending Zoning			
		R-1	R-4	R-6	KC Lands
Receiving Zoning	Commercial	7,716 sq. ft.	3,560 sq. ft.	2,600 sq. ft.	3,560 sq. ft.
	Zone C	4 du	2 du	1 du	2 du
	Zone B	7 du	3 du	2 du	3 du
	Zone A				5 du

Figure 1: Receiving Site Incentive Table

**Direction Requested**

Staff are seeking City Council direction on pursuing the need and benefit of an intra-city TDR management system similar to the County TDR bank that would allow for TDR credits to transfer from

an in-city sending site to an in-city receiving site and/or an in-city sending site to another city receiving site.



**King County**  
**Department of Natural Resources and Parks**  
Water and Land Resources Division  
Open Space Acquisitions Unit  
**Attention: Darren Greve**  
MS – KSC-NR-600  
201 SOUTH JACKSON, SUITE 600  
Seattle, WA 98104-1614  
(206) 296-8337  
(206) 296-0192 FAX

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**An Interlocal Agreement for the Implementation of a**  
**Regional Program to Transfer Development Rights from**  
**Rural Unincorporated King County to the Town Center**  
**Sub Area in the City of Sammamish**

**July 22, 2011**

**Department: DNRP/WLRD Open Space Acquisitions Unit**

**Parties: City of Sammamish**  
**King County**

**Project: Transfer of Development Rights Program**

17126

**INTERLOCAL AGREEMENT FOR THE IMPLEMENTATION OF A  
REGIONAL PROGRAM TO TRANSFER DEVELOPMENT RIGHTS FROM  
RURAL UNINCORPORATED KING COUNTY TO THE TOWN CENTER SUB  
AREA IN THE CITY OF SAMMAMISH**

This Interlocal Agreement for the Implementation of a Regional Program to Transfer Development Rights from Rural Unincorporated King County to the Town Center Sub Area in the City of Sammamish, hereafter "Agreement," is hereby entered into by King County, a political subdivision of the State of Washington, herein after referred as the "County," and The City of Sammamish, a municipal corporation of the State of Washington, herein referred to as the "City," and collectively as the "Parties."

**RECITALS**

WHEREAS, the Washington State Growth Management Act (GMA), RCW 36.70A, directs development into urban areas and discourages inappropriate conversion of undeveloped rural land into sprawling, low-density development; and

WHEREAS, the GMA encourages the conservation of productive forest and agricultural lands and the retention of open space to conserve fish and wildlife habitat and enhance recreational opportunities; and

WHEREAS, the GMA requires counties to adopt county-wide planning policies in cooperation with cities within the County; and

WHEREAS, by Interlocal Agreement, the County, Suburban Cities and the City, adopted and ratified the Countywide Planning Policies for King County; and

WHEREAS, the Countywide Planning Policies direct jurisdictions in the County to implement programs and regulations to protect and maintain the rural character of rural, farm and forest lands, and to direct growth to cities and urban centers; and

WHEREAS, the County's rural and resource areas are recognized by both the City and the County as containing important countywide public benefits such as forestry, agricultural, wildlife habitat and scenic resources and recreational opportunities; and

WHEREAS, the City has identified rural and resource lands in King County as preservation priorities; and

WHEREAS, the County has in King County Code 21A.37 adopted a Transfer of Development Rights ("TDR") program which authorizes incorporated areas to receive development rights transferred from rural and resource unincorporated areas; and

WHEREAS, by Sammamish Ordinance 02008-232 the City adopted the Town Center Plan which encourages the incorporation of a Transfer of Development Rights

17126

system to use market forces to better protect ecological resources and open space with public benefits; and

WHEREAS, the Town Center Plan calls for increased public amenities to improve the pedestrian, park, and transit pattern in Town Center; and

WHEREAS, by Sammamish Ordinance 02010-293 the City adopted the Town Center Regulations as Title 21B of the Sammamish Municipal Code to implement the Town Center Plan; and

WHEREAS, the Town Center Regulations provides for additional (additional) residential density or commercial development capacity for Town Center, and permits the use of a Transfer of Development Rights program to increase residential and commercial development capacity in Town Center under conditions described in this Agreement; and

WHEREAS, by Sammamish Ordinance, O2011-297, the City adopted a Transfer of Development Rights ordinance as Chapter 80 of Title 21A; the Transfer of Development Rights ordinance authorizes and prioritizes sending sites from unincorporated King County for use in the Town Center; and

WHEREAS, the County in its 2007 Budget, Ordinance 15652, appropriated funding to provide cities with amenity payments which enter into interlocal TDR agreements with the County; and

WHEREAS, the City and the County share an interest in creating an effective, cooperative development right transfer system to achieve: the City's goals for the Town Center Sub Area, the County's goals in the King County Comprehensive Plan, and goals inherent to the Countywide Planning Policies and the GMA; and

WHEREAS, this shared interest is manifested through this ongoing Agreement in which the City agrees to accept additional development to preserve rural and resource land and the County invests in receiving area amenities; and

WHEREAS, the Washington State Legislature recently affirmed the value of Regional TDR programs by adopting SSHB 1172; and

WHEREAS, the City and the County seek to make this Agreement applicable to Regional TDR legislation that the Washington State Legislature may adopt in the future; and

WHEREAS, an extension of this Agreement may be considered based on the availability of future County, State, or federal infrastructure funding incentives for the City; and

WHEREAS, this Agreement will act to encourage other cities in the Puget Sound region to enter into similar TDR agreements with the County; and

17126

WHEREAS, the County and the City are authorized, pursuant to RCW 39.34 and Article 11 of the Washington State Constitution, to enter into an interlocal governmental cooperation agreement to accomplish these shared goals.

### **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing circumstances, the County and the City herein agree:

#### **I. PURPOSE**

The County and the City agree to implement a program through this Agreement to transfer development rights from unincorporated rural sending areas in the County (hereafter "TDR Credits"), as depicted in Exhibit A, into the Town Center Sub Area in the City (hereafter the "Receiving Site"), as depicted in Exhibit B, according to the provisions described below and pursuant to K.C.C. 21A.37. Furthermore, this Agreement seeks to establish a marketplace for TDR Credits in order to preserve rural and resource lands deemed important to the City on an ongoing basis, while investing in City amenities, using the King County TDR Bank (hereafter the "Bank").

#### **II. RESPONSIBILITIES AND POWERS OF THE CITY OF SAMMAMISH**

##### **A. City Ordinances**

The City has adopted ordinances, the Town Center regulations (O2010-293) and Transfer of Development Rights regulations (O2011-297), to implement this Agreement. The ordinances provide the following:

1. Amended the Sammamish Municipal Code ("SMC") to include chapter 21B.25 of the Town Center regulations, which establish development regulations, standards, and design guidelines for development within the Town Center;
2. Amended the SMC to include chapter 21A.80, which provides for the transfer of development rights from sending sites within unincorporated King County;
3. Allowed for the TC-A, TC-B, and TC-C zones in the Town Center, shown in Exhibit B, to act as receiving areas for TDR Credits that originate from sending sites located in the County's unincorporated rural and resource areas under the terms of this Agreement;
4. Established the Town Center Additional Residential Density and Commercial Development Capacity Provisions which allow development projects to

17126

- increase residential density and commercial development capacity with the use of TDR Credits within the Town Center Receiving Site; and
5. Established and modified development standards and provisions for public amenities.

**B. TDR Sending Site Area**

1. The City has identified the following “Sending Site Area,” described below and depicted in Exhibit A, from which TDR Credits may be used for increased residential density and commercial development capacity in the Town Center Receiving Site. Properties within the Sending Site Area shall provide a public benefit to the City and adhere to the requirements of K.C.C. 21A.37. The Sending Site Area is described as follows:

The Sending Site Area is located within the area adjacent to the City that is south of State Route 202, north of SE Issaquah Fall City Road and west of 308<sup>th</sup> Avenue SE as extended and depicted in Exhibit A. Properties within this area that possess recreational trail opportunities, or possess significant ecological value, or are used for forest or farm land purposes that benefit the City and its residents should be considered priorities.

2. Properties qualifying for transfer of development rights within the Sending Site Area shall have an identified public benefit to the City. Property is deemed to have a public benefit if the site is:
  - a. Open space adjacent to, or connected with, City park, other publicly owned open space lands, or privately owned protected lands; or
  - b. Located such that preservation will provide passive recreational trail opportunities; or
  - c. Open space adjacent to, or connected with wildlife habitat for threatened and/or endangered species listed by the federal government or the State of Washington; or
  - d. Located such that preservation will provide additional protection for sensitive sub-basins or environmentally critical areas; or
  - e. Farmland; or
  - f. Forestland.

**C. TDR Credit Limit and TDR Receiving Site Incentives**

1. Up to seventy-five (75) TDR Credits may be used for increased residential density or commercial development capacity in the Town Center Receiving Site pursuant to the TDR conversion ratios established in the Receiving Site Incentive Table codified in SMC 21A.080.090, and attached as Exhibit C and incorporated herein. The TDR conversion ratios established in the Receiving Site Incentive Table attached hereto, shall only be changed or modified by mutual agreement of the Parties and amendment of this Agreement and

17126

Exhibit C. The term "TDR Credit" refers to the number of transferable development rights within the Sending Site Area, as determined pursuant to K.C.C. 21A.37.040, which has been calculated to be seventy-five (75).

2. Upon approval by the City of a building permit using TDR Credits in the Town Center Receiving Site, and prior to its issuance, the City shall execute and deliver to the County TDR extinguishment documentation in a form acceptable to the County in its reasonable discretion.

**D. King County TDR Bank**

1. The City agrees that the Bank will play an important role in facilitating the City-County TDR Credit market by: (1) buying TDR Credits from willing landowners in the Sending Site Area, (2) holding the TDR Credits, and (3) selling the TDR Credits when willing buyers of increased residential density or commercial development capacity in the Town Center Receiving Site are available.
2. To the extent the Bank is successful in purchasing TDR Credits from within the Sending Site Area, the City agrees to allow the first twenty (20) development rights used by developers for additional residential and commercial development capacity in the Town Center Receiving Site be those purchased by the Bank from the Sending Site Area prior to allowing development rights transferred in any other manner and from any other sending site.
3. In the event that TDR Credits are not purchased by the Bank from the Sending Site Area for sale into the Town Center Receiving Site in sufficient number to fulfill the twenty (20) credit priority requirement provided in Section D.4 (above) by July 1, 2016, the City shall accept transfer of the balance of the twenty (20) TDR Credit requirement from any other credits held by the Bank at that time into the Town Center Receiving Site prior to accepting transfer in any other manner or from any other sending site.
4. Nothing herein shall be construed to require the County to deviate from the valuation, purchase, and sale process and procedures required in K.C.C. 21A.37.130 for sales of TDR Credits from the Bank.

**E. Notification Process**

The City, in consultation with the County, shall develop a process to notify the County when it has approved the use of TDR Credits in specific development projects in the Town Center Receiving Site. For purposes of this Agreement, the City has "approved" the use of TDR Credits upon the earlier occurrence of: (a) issuance by the City's Community Development Department of a building permit for a project using TDR Credits; or (b) when the City has entered into a contract

17126

or agreement which includes the use of TDR Credits in the Town Center Receiving Site.

**F. Reporting**

1. The City shall report to the County within thirty (30) days after the end of each calendar quarter the number of TDR Credits that have been approved by the City for transfer into the Town Center Receiving Site, and shall identify the specific projects involved. In addition, the City shall cooperate with the County in providing the information required for the annual report as described in Section VI below.
2. The City shall reasonably track and record the Phase I and Phase II Amenity Investments described in this Agreement using generally accepted municipal accounting procedures.

**III. RESPONSIBILITIES AND POWERS OF KING COUNTY**

**A. Program Administration**

The County has adopted polices, regulations and administrative procedures to implement this Agreement to facilitate the purchase and sale of TDR Credits from the Sending Site Area. The County's obligations hereunder shall include:

1. In accordance with K.C.C. 21A.37, as hereafter amended, facilitate and promote the qualification and certification of properties located in the Sending Site Area;
2. Establish procedures to facilitate the sale of TDR Credits from private landowners and the Bank for transfer into the Town Center Receiving Site;
3. Require the recording of a conservation easement on properties within the Sending Site Area as part of the process for transfer of development rights into the Town Center Receiving Site consistent with the provisions of K.C.C. 21A.37, as hereafter amended.

**B. Operation of the TDR Bank**

1. The County shall work cooperatively with the City to identify, appraise, and purchase TDR Credits from potential properties in the Sending Site Area, except that the decision to appraise and purchase development rights shall be at the sole and absolute discretion of the County. The County shall provide the City with values and prices of TDR Credits that the County has appraised and/or purchased in a timely manner, or upon request of the City.

17126

2. The County shall provide the City with funding for certain amenities as defined in K.C.C. 21A.37.150 and as provided herein for the purpose of mitigating and facilitating the increased development density in the Town Center Receiving site contemplated in this Agreement.
3. Phase I and Phase II Amenity Investments shall be paid by the County to the City as provided in Section IV below.
4. Following Phase II Amenity Investment payments by the Bank to the City as provided in Section IV.E.2 below, revenue the Bank receives from the sales of TDR Credits for use in the Town Center Receiving Site shall be used to buy TDR credits from properties within the Sending Site Area in accordance with K.C.C. 21A.37.130.
5. Nothing herein shall be construed to require the County to deviate from the valuation, purchase, and sale process and procedures required in K.C.C. 21A.37.130, as hereafter amended, for sales of TDR Credits from the Bank.

**C. Program Evaluation**

The County shall, jointly with the City, publish every year a report as described in Section VI below.

**D. Public Amenity Investments**

The County shall provide amenity funds as Phase I and Phase II Amenity Investments to the City for the creation and acquisition of public open space, and parks amenities according to the provisions in Section IV, Public Amenities Investment.

**E. Notification Process**

The County shall notify the City within thirty (30) days after the end of each calendar quarter the number of TDR Credits it has qualified and certified in the Sending Site Area identified in Subsection II. B.

**IV. PUBLIC AMENITY INVESTMENTS**

The amenity funding shall be disbursed in two phases defined herein as Phase I and Phase II Amenity Investments. Attached as Exhibit D is an anticipated scope of work, work schedule, and budget for the use of amenity funds, which is subject to modification by the Parties by mutual written agreement.

**A. Phase I Amenity Investment**

17126

Consistent with adopted County appropriations and statutory provisions, the County shall provide amenity funds as a Phase I Amenity Investment in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000) to the City for the creation and acquisition of public open space and parks for the purpose of mitigating a portion of the impacts associated with transferred density and to facilitate increased density in the Town Center Receiving Site, and in accordance with Exhibit D. The Phase I Amenity Investment shall be disbursed according to Subsection IV.E below.

**B. County Fund Sources; Contracting**

The Phase I Amenity Investment is authorized in King County's 2007 Budget, Ordinance 15652. The Phase I Amenity Investment shall only be used by the City as provided in Section IV.D below. Unless otherwise required by statutory restrictions on such funds and only where applicable, City contracting procedures shall be used for projects and acquisitions utilizing the Phase I Amenity Investment.

**C. Phase II Amenity Investment**

To further mitigate a portion of the impacts associated with transferred density and to facilitate increased density in the Town Center Receiving Site, the County shall provide a Phase II Amenity Investment to the City through the TDR Bank, consistent with adopted County appropriations and statutory provisions. The Phase II Amenity Investment shall only be used for the creation and/or acquisition of public amenities consistent with Subsection IV.D. The Phase II Amenity Investment shall be disbursed according to Subsection IV.E. Unless otherwise required by statutory restrictions on such funds and only where applicable, City contracting procedures shall be used for projects and acquisitions utilizing the Phase II Amenity Investment.

**D. Eligible Amenities**

Consistent with statutory restrictions provided in K.C.C. 26.12, Conservation Futures Tax (CFT) Levy for the expenditure of CFT funds, the City shall only use Phase I and II Amenity Investments for the creation and/or acquisition of amenities by satisfying one or more of the following criteria, as provided in K.C.C. 26.12.025, attached as Exhibit E and incorporated herein:

1. Parks, open space, gardens, or gateways;
2. Wildlife habitat;
3. Salmon habitat and aquatic resources;
4. Scenic resources;
5. Historic or Cultural Resources;
6. Urban passive-use natural area/greenbelt
7. Park, open space or natural corridor addition
8. Passive Recreation opportunity in area with unmet needs

17126

**E. Funding of Amenities**

1. Phase I Amenity Investment. Thirty (30) days prior to the County's disbursement of funds, the City shall provide the County with an executed purchase and sale agreement provided by the City; upon receipt of the purchase and sale agreement, the County shall wire funds to an escrow account established for the acquisition at time of closing. In the event the transaction does not close the funds shall be returned to the County. The County shall not withhold or delay approval of a purchase, unless such purchase fails to meet the requirements of Section IV.D above. Any disapproval by the County shall include a written statement of the grounds for disapproval and the changes deemed necessary by the County.
2. As a Phase II Amenity investment by the County in the City, the Bank shall provide the City with funds equivalent to 25% of the sale price of each TDR Credit the Bank sells for increased residential or commercial development capacity in the Town Center Receiving Site, as provided in K.C.C. 21A.37.110(F). This method will create a stream of smaller amenity payments to the City as TDR Credits are sold. The funds will be provided by the Bank to the City within sixty (60) days of closing of TDR Credit sales, or by December 31 of the Calendar year in which the transaction closed, whichever is earlier. As a condition precedent to payment from the Bank to the City as a Phase II Amenity Investment, the City shall allow the Bank to sell TDR Credits for development in the Town Center Receiving Site as provided in SMC Chapter 21.B.25.
- ~~3.~~ *For example, if the Bank purchased 20 TDR Credits in 2011 for the appraised price of \$80,000 each, and later sold 15 of these TDR Credits to a Town Center Receiving Site developer in 2013 for \$80,000 each, the Bank shall pay the City \$300,000 within sixty days of the close of the sale, or by December 31 of the Calendar year in which the transaction closed, whichever is earlier.*
3. Other Funding. In addition to the provisions for public amenities under this Subsection IV, the County shall, while this Agreement is in effect, consider funding additional amenity projects, including funding from other sources within the Town Center Sub Area by engaging the City in discussions.

**F. Funding is Additional**

County funding under this Agreement is in addition to any funding to be provided to the City, or for amenities, under any other agreement, grant, commitment, or program.

**G. Funding Limitations**

However, notwithstanding any provision in this Agreement to the contrary, nothing

17126

herein shall be construed as a commitment by the County to provide additional amenity funding, nor shall any amenity payment exceed existing appropriation of the King County Council. To the extent the funds provided by the County in the Phase I and Phase II Amenity Investments remain unspent by the City on the required improvements and acquisitions contemplated in this Agreement after five (5) years from the date of the transfer of such funds, those funds plus interest shall be returned to the County, unless the Parties have otherwise agreed in writing to direct the funds to alternate amenities.

**V. DURATION**

**A. Duration**

This Agreement shall become effective on the date it has been approved by the legislative authorities of both Parties and has been executed and delivered by the Parties and shall continue until such time as seventy-five (75) TDR Credits have been transferred into the Town Center Receiving Site plus an additional twelve (12) months in accordance with Sammamish Municipal Code Chapter 21.B.25 for the Transfer of Development Rights (TDR) program in Town Center, unless earlier terminated as provided in Section V.B.

**B. Termination**

Either party may terminate this Agreement upon 180 days' written notice to the other if: (1) the City's development regulations allowing the use of TDR Credits, or the provisions of the County's development regulations allowing transfer of development rights to cities, are held invalid by any court of competent jurisdiction in a final judgment no longer subject to appeal; or (2) the other party shall materially default in the performance of its obligations herein, and shall not commence to cure such default within thirty (30) days' notice after such party's receipt of written notice thereof from the City or County, and prosecute such cure to successful completion as the case may be. Any termination of this Agreement shall affect the use of TDR Credits previously certified by the County for use in Town Center only to the extent provided in City development regulations, as the same may be amended. Any termination of this Agreement shall not affect the City's or County's rights or duties with respect to the Phase I Amenity Funds previously provided by the County under the terms hereof, nor the City's right to receive County funds for which the City shall have satisfied all conditions to disbursement prior to termination. In the event this Agreement is terminated by the County pursuant to Section V(B)(2) because the City has modified its municipal code and/or land use regulations in a manner that prohibits or effectively prohibits the use of TDR Credits consistent with the Agreement, and the Phase I Amenity Investment as provided in Section IV(E)(1) has been disbursed to the City, the City shall refund to the County a percentage of the Phase I Amenity Investment equal to a percentage of the amount of TDR Credits available for transfer into the Town Center Receiving Sites that have not been transferred.

17126

**C. Extension and Future Funding Negotiations**

1. Pursuant to a mutual written agreement between the parties, this Agreement may be extended beyond the date at which the limit of additional residential and commercial development capacity is reached in accordance with SMC Chapter 21.A.80 for the Transfer of Development Rights (TDR) program in Town Center.
2. Extension of this Agreement shall be considered contingent upon the availability of a combination of County, State, or Federal amenity funding incentives for the City.
3. To extend this Agreement, the City or the County shall make a written request to the other within the twelve (12) month period established in section V.A of this Agreement, the request shall specify the proposed terms of the extension. The Parties must agree to the extension in writing by the termination date or this Agreement will automatically terminate on the date specified in Section V.A. Notwithstanding anything in this Agreement to the contrary, it is acknowledged by the Parties that neither party has an obligation to renew or extend this Agreement.
4. Use of Future Amenity Funding. Additional funds provided by the County, if any, under Section V shall be expended by the City only for amenities mutually approved by the City and County. The County shall not unreasonably withhold approval of amenities consistent with County statutory restrictions and the City's Town Center Sub Area Plan. Any additional amenity funding is contingent on appropriation by ordinance of the King County Council at its sole and absolute discretion.
5. Prior to distribution of any future amenity funding, the City must provide and the County must approve a concept plan and written scope of work describing the elements, estimated schedule, and estimated budget for the work to be accomplished with the funding. The City shall provide sufficient detailed scope and budget information consistent with standard engineering, public finance and auditing practices. The County shall not unreasonably withhold or delay approval of the concept plan and scope of work. Any disapproval by the County shall include a written statement of the grounds for disapproval and the changes deemed necessary by the County. The County shall approve or disapprove a concept plan and scope of work within sixty (60) days of its delivery to the County, or within twenty (20) working days of delivery to the County of revisions after any County disapproval.

17126

**VI. EVALUATION AND MONITORING**

**A. Records**

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the City or County as requested by each jurisdiction during the applicable records retention period specified by or pursuant to law.

**B. Joint Report**

The City and County shall cooperate to allow the County to publish a yearly report evaluating the progress of the Program. The report shall include at minimum an analysis of the factors listed below.

1. The number of sites qualified or certified by the County in the Sending Site Areas identified in Section II.B;
2. The number and price of TDR Credits bought and sold by the TDR Bank;
3. The number and price of TDR Credits bought and sold through private transactions;
4. The County's marketing efforts, ease or difficulty in qualification or certification of sites and the purchasing or selling of TDR Credits;
5. The effect of conservation easements in preserving the rural character and conservation values of sending sites;
6. The amount (square feet and/or number of units) of additional residential and commercial development, outside of this Program, earned by developers using the City's additional development capacity for Town Center per City Code 21B.25;
7. The value and types of amenities in the Town Center, outside of this Program, funded by developers in Town Center;
8. The number of development projects in the Town Center using the Program, the number of TDR Credits approved, the amount (square feet and/or number of units) of additional residential and/or commercial development approved using the Program, and the ease or difficulty in permitting projects using the Program; and
9. The balance of the Phase I and Phase II Amenity Funds and the City's use of the funds (i.e. types of amenity improvements), if any.

The County shall provide information pertaining to numbers 1 through 5 above; the City shall provide the County information pertaining to numbers 6 through 9. The County shall develop and distribute the yearly report to the City and may use the yearly report to the County Council as part of this evaluation.

17126

**VII. INDEMNIFICATION**

**A. County Negligence**

The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend, with counsel acceptable to the City, the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

**B. City Negligence**

The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend, with counsel acceptable to the County, the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

**C. Concurrent Negligence**

The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

17126

**VIII GENERAL TERMS**

**A. Administration**

This Agreement shall be administered for the City by the Community Development Director or his/her designee, and for the County by the Director of the Water and Lands Resources Division of the King County Department of Natural Resources and Parks, or his/her designee.

**B. Severability**

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected.

**C. No Waiver**

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of this Agreement.

**D. No Third Party Beneficiary**

This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

17126

E. **Entire Agreement**

This Agreement is the complete expression of the terms hereof and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

In witness whereof, the parties have executed this Agreement as of the 22<sup>nd</sup> day of July, 2011.

KING COUNTY

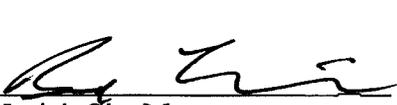
By:   
Dow Constantine, King County Executive

Approved as to Form:

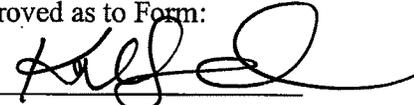
By:   
Tim Barnes,  
Senior Deputy Prosecuting Attorney

Pursuant to Ordinance 17126

THE CITY SAMMAMISH

By:   
Ben Yazici, City Manager

Approved as to Form:

By: 

Pursuant to City Council adoption of  
Agenda Bill #5 January 18, 2011

17126

**EXHIBIT A**

**Sending Site Area**

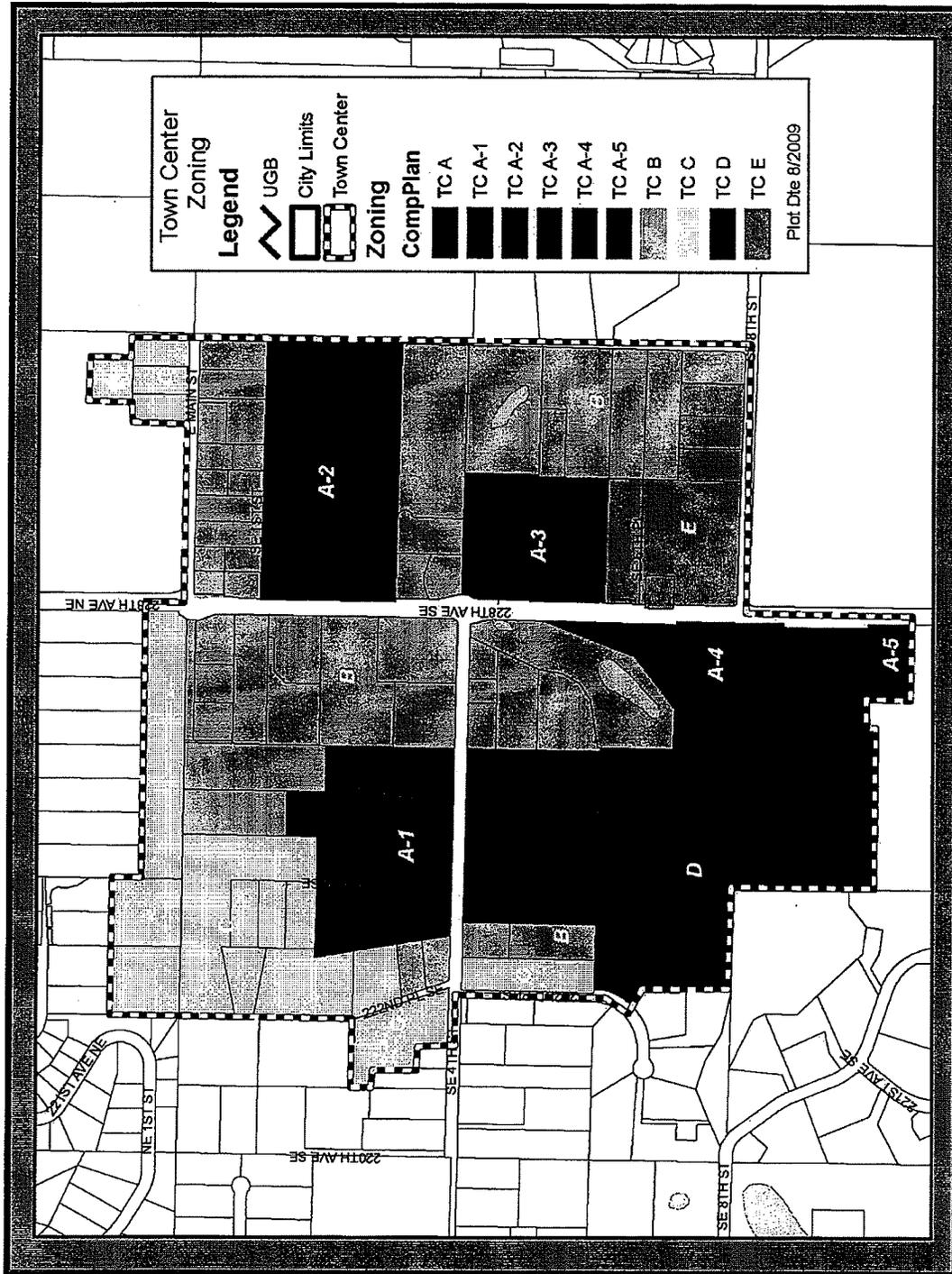


17126

**EXHIBIT B**

**City Sammamish Town Center Zoning Map**

17126



**EXHIBIT C**

**Receiving site incentive table (Table A – from SMC 21A.80.090)**

		Sending Zoning				
		R-1	R-4	R-6	KC Lands	TC-D
Receiving Zoning	Commercial	7716 sqft	3560 sqft	2600 sqft	3560 sqft	TBD
	Zone C	4 du	2 du	1 du	2 du	TBD
	Zone B	7 du	3 du	2 du	3 du	TBD
	Zone A	10 du	5 du	4 du	5 du	TBD

17126

## EXHIBIT D

### City of Sammamish Anticipated scope of work, work schedule, and budget for the use of amenity funds

#### Phase I Amenity Funds: \$375,000

*Scope of Work:* Creation and acquisition of public open space and/or parks inside the City of Sammamish for the purpose of mitigating a portion of the impacts associated with transferred density and to facilitate increased density in the Town Center Receiving Site. This may include the City's acquisition of fee simple interest to a specific property, or a less than fee simple interest acquisition associated with certain properties. A less than fee simple interest acquisition may include a conservation easement and development right acquisitions from in-City sending sites as identified in the City's TDR program.

#### *Work Schedule:*

- July 2011 – February 2012: The City's Parks and Community Development Departments will together identify two or three priority open space or park properties, owned by potential willing sellers, to apply the Phase I Amenity funds towards. The City will ensure the identified properties adhere to the eligibility criteria in Section IV.D and Exhibit E, and inform the County as to the specific properties it is pursuing.
- February 2012 – April 2012: The City will complete due diligence and inspections on one or more of these properties.
- April 2012 – July 2012: The City will make offers to one or more of the landowners of one or more of these properties for a fee simple interest acquisition or less than fee simple interest acquisition.
- July 2012 – September 2012: The City will negotiate offer(s), execute purchase and sale agreement(s), enter escrow and close on acquisition(s) that encompass the use of the \$375,000 Amenity Funds. Thirty (30) days prior to the County's disbursement of funds, the City shall provide the County with an executed purchase and sale agreement(s); upon receipt of the purchase and sale agreement, the County will wire funds to an escrow account established for the acquisition at time of closing.
- The dates established within this work schedule may be modified with the consensus of the County and the City. It is understood that the intent of this schedule is to provide for a timely expenditure of the phase 1 amenity funds. If the City is actively pursuing negotiation on acquisition, it is expected that the County will provide additional flexibility on timing.

*Budget:* \$375,000

17126

**Phase II Amenity Funds:** Total amount is to be determined, and provided to the City as the Bank sells TDR credits for increased residential or commercial development capacity in the Town Center Receiving Site. The Phase II Amenity funding amount shall be equivalent to 25% of the sale price of each TDR Credit sold by the Bank.

The Phase II Amenity funds will be provided by the Bank to the City within sixty (60) days of closing of TDR Credit sales, or by December 31 of the Calendar year in which the transaction closed, whichever is earlier. This method will create a stream of smaller amenity payments from the County to the City as TDR Credits are sold.

*Scope of Work:* Creation and acquisition of public open space and/or parks inside the City of Sammamish for the purpose of mitigating a portion of the impacts associated with transferred density and to facilitate increased density in the Town Center Receiving Site. This may include the City's acquisition of fee simple interest to a specific property, or a less than fee simple interest acquisition associated with certain properties. A less than fee simple interest acquisition may include a conservation easement and development right acquisitions from in-City sending sites as identified in the City's TDR program.

*Work Schedule:*

- Once the first TDR credit(s) is/are sold by the Bank into Town Center, the City's Parks and Community Development Departments will together identify priority open space or park properties, owned by potential willing sellers, to apply the current and future stream of Phase II Amenity funds towards. The City will ensure the identified properties adhere to the eligibility criteria in Section IV.D and Exhibit E of the TDR Interlocal Agreement.
- Following identification of these properties the City will complete the following acquisition steps in a timely manner:
  - due diligence and inspections of properties;
  - make offers to one or more of the landowners of these properties for a fee simple interest acquisition or less than fee simple interest acquisition;
  - negotiate offer(s), execute purchase and sale agreement(s), enter escrow and close on acquisition(s) that encompass the use of the Phase II Amenity Funds.

*Budget:* To Be Determined

**EXHIBIT E**

**K.C.C. 26.12.025 – Conservation Futures Tax (CFT) Open Space Criteria**

**K.C.C. Chapter 26.12**

**26.12.025 Open space criteria.** In making an annual allocation of conservation futures tax levy funds, the county shall consider the following criteria: wildlife habitat or rare plant reserve; salmon habitat and aquatic resources; scenic resources; community separator; historic or cultural resources; urban passive-use natural area or greenbelt; park or open space system addition; and transfer of development rights program implementation. Additional criteria may include: passive recreation; education/interpretive opportunity; threat of loss of open space resources; ownership complexity; partnerships; stewardship and maintenance; and any other criteria consistent with RCW 84.34.020. (Ord. 13717 § 4, 2000).

Exhibit B

17126

**Fund:** 3151

**Project Number(s):** 315620, and 315600

**Project Name:** Urban TDR Open Space Acquisition

**Project Description:** This programmatic project is intended for the purchase of open space in a city or cities that participate in the King County Transfer of Development Rights (TDR) Program. This project would not require additional matching funds on the part of the city, as the benefits of the match are captured in the preservation of rural open space that does not need to be purchased with CFT or other funds.

**Amount of Disbursement to City of Sammamish:** \$375,000

## Exhibit B



## Memorandum

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**Date:** February 7, 2017  
**To:** City Council  
**From:** Lyman Howard, City Manager  
**Re:** Town Center – Council Briefing Summary

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The purpose of this memorandum is to provide an update on the Town Center short term strategies as presented to the City Council on May 19, 2016. Further information and detail will be presented at the February 13, 2017 City Council meeting.

### **Background:**

In early 2016, staff met with the City Council in small groups to present an update on Town Center. The intent of these meetings was to provide City Council with an overview of the original Town Center work plan, report on the status of current Town Center development, and began to lay out the opportunities and challenges facing the City as Town Center development progresses.

Following these meetings, staff drafted recommended strategies for implementing the Town Center Plan as outlined in Table A. These strategies were divided into three categories – short-term items that the City will start in less than 6 months, moderate-term items that the City will start in 6 to 18 months, and long-term items that will be started in 18 months or later. The “Resource Allocation” column summarizes the anticipated need for staff or consultant time on each strategy with an estimated range of cost.

On May 10, 2016, City Council directed staff to proceed with implementation of the short term strategies.

### **Short-Term Strategy Updates:**

#### Staff Reallocation and Consultant Support Services

To adequately staff a Town Center team dedicated to development review and project planning, internal staff resources were reallocated to meet existing workload priorities. This included backfilling positions in both the Departments of Community Development and Parks and Recreation. City Council authorized the addition of a Limited-Term Associate Planner and Associate Park Planner to replace reallocated staff. These are limited term positions and are budgeted through the end of 2018.

Additionally, City Council approved the addition of a Planning Manager position, with the responsibility of overseeing the Town Center team, as part of the 2017-2018 biennial budget. The job description was advertised internally and filled in January 2017.

In addition to reallocating and hiring staff, City Council approved a contract on December 13, 2016 with KPG to provide design and engineering support services on an as-needed basis for Town Center. The project scope of work includes developing a strategic communications plan, assisting with street,

infrastructure, trail, and open space planning, providing preliminary regional stormwater analysis, updating the Lower Commons Master Plan, providing design support for a restroom building in the Lower Commons, and advising programming goals and activities as they relate to and define development of the future “Green Spine.”

#### Transfer of Development Rights (TDR) Strategy Review

At the February 13, 2017 City Council meeting, staff will provide an overview of how TDRs work, summarize our Interlocal Agreement with King County, and give a brief overview of TDR regulations. Additionally, this presentation will provide more information about TDR programs that currently exist and the need to provide additional systems to manage TDRs as marketplace demand increases.

#### Town Center Non-Motorized Connections (Trails)

Staff continue to review development proposals for non-motorized connectivity as required and to make sure that these proposals comply with Town Center development regulations and the adopted Town Center and Town Center Infrastructure plans. The Town Center team will also coordinate with Parks and Public Works staff as they begin updating the Parks, Recreation and Open Space Plan and the Transportation Master Plan.

#### Regional Stormwater Feasibility Analysis

Staff is working with KPG on a preliminary analysis that studies the feasibility of regional stormwater as a solution for Town Center. This work includes reviewing the Town Center Plan stormwater goals and objectives, existing site information (basin plans, topography, hydrology, and soil conditions) and interviewing neighboring jurisdictions to understand how they approach regional stormwater. Staff will present this information along with design concepts at the March 7, 2017, City Council meeting.

#### Multimodal Connections

Staff and the KPG consultant team are continuing to work with Town Center developers to ensure essential roadway connections, such as the NW connector road, are planned and designed appropriately and comply with the Public Work Standards, Town Center development regulations, and the adopted Town Center and Town Center Infrastructure plans.

#### Finalize the Scope and Design of the SE 4<sup>th</sup> Street Project

The scope and design for the SE 4<sup>th</sup> Street project is complete and staff are working with the design consultant to ensure that the project is ready for construction bid in late spring.

#### Develop Communication Strategy

In June 2016, staff developed a communication plan to provide more information to help keep the community informed on Town Center development. This work included producing a monthly Town Center update in the City newsletter and redesigning the Town Center webpage. The webpage includes information about current development and the new businesses and residential opportunities coming to Sammamish.

With the next wave of development projects, staff will work with the KPG consultant team to develop a communication plan that ensures the community is well informed of the changes coming to Town Center.

Town Center Strategies: Table A

Strategy	Timing to Begin	Resource Allocation	Estimated \$ Range
1. Continue to review / manage / coordinate Town Center development proposals A. "Internal" resource allocation through 2018 B. Select and hire a consultant to inform Town Center strategies	A. Short B. Short	A. Staff B. Consultant	A. \$425k-\$475k B. \$100k-\$150k
2. Review the Transfer of Development Rights (TDR) strategy	Short	Staff	\$0 (part of #1)
3. Begin to plan for non-motorized components of the Town Center (trails)	Short	Staff/Consultant	\$0 (part of #1)
4. Begin regional stormwater analysis	Short	Consultant	\$100k-\$150k
5. Continue street / infrastructure planning (multi modal connections)	Short	Staff/Consultant	\$0 (part of #1)
6. Finalize the scope and design of the SE 4 <sup>th</sup> street project	Short	Staff	\$0 (budgeted)
7. Develop communication strategy (community outreach, CC updates, branding)	Short	Staff Consultant	\$0 (part of #1) \$20k-\$30k
8. Master Plan changes to Lower Commons Park and the "Green Spine"	Moderate	Staff Consultant	\$0 (part of #1) \$75k-\$100k
9. Update the Transfer of Development Right (TDR) regulations and policy	Moderate	Staff	\$0 (part of #1)
10. Zoning and density analysis to inform Town Center regulations and action: A. Environmentally Critical Areas (limited BAS update) B. Affordable Housing Pool C. Tree retention D. Design Standards E. Environmental Impact Statement / Zoning designations (TC-E)	A. Moderate B. Moderate C. Moderate D. Moderate E. Long	A. Consultant B. Staff C. Staff D. Consultant E. Consultant	A. \$50k-75k B. \$0 (part of #1) C. \$0 (part of #1) D. \$10k-\$20k E. TBD
11. Develop a land acquisition strategy (purchase / easement / other)	Moderate	Staff Appraiser	\$0 (part of #1) \$20k-\$30k
12. Update Economic Analysis	Moderate	Consultant	\$20k-\$30k
13. Demolition of the Sween House	Long	Staff Contractor	TBD \$50k-\$75k
14. Construct infrastructure: A. SE 4 <sup>th</sup> Street B. Regional Stormwater Facilities C. Public Facilities within and adjacent to Sammamish Commons Park	A. Moderate B. Long C. Long	A. Both B. Both C. Both	A. \$0 (budgeted) B. TBD C. TBD





# Memorandum

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**Date:** February 8, 2017

**To:** City Council

**From:** Lyman Howard, City Manager

**Re:** Report from the Ad Hoc Public Comment Task Force

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The ad hoc council/staff task force of Tom Hornish, Kathy Huckabay and Lyman Howard met on Feb 1<sup>st</sup> to review and discuss public comment policies and procedures recommendations/options for our Council to Consider.

We reviewed the practices of our peer cities including Issaquah, Kirkland, Mercer Island, Bothell, Redmond and Bellevue and discussed options and best practices.

Our Calendar will normally consist of the following:

1<sup>st</sup> Monday of the Month – Shorter Study Session from 4:30 PM to 6:30 PM

1<sup>st</sup> Tuesday of the Month – Regular meeting from 6:30 PM to 10:00 PM

2<sup>nd</sup> Tuesday of the Month – Study Session from 6:30 PM to 10:00 PM

3<sup>rd</sup> Tuesday of the Month - Regular meeting from 6:30 PM to 10:00 PM

4<sup>th</sup> Week of the Month – Travel and Prep week for Council and Staff

We looked at both Public Comment at Study Sessions, Regular and Special Meetings.

### **Study Sessions:**

We discovered that Sammamish is the only city offering public comment at Study Sessions. We are recommending that Public Comment not be included on the agenda for study sessions.

Citizens are able to contact the City Council and Staff directly if there is an urgent matter that needs to come to Council or the City Manager's attention.

There is minimal delay from the Monday's (Study Session) to Tuesday's (Regular) meetings.

There is the same delay from the 1<sup>st</sup> regular meeting of the month to the 2<sup>nd</sup> regular meeting of the month as there is from the 2<sup>nd</sup> regular meeting of the month to the 1<sup>st</sup> regular meeting of the next month.

We will continue to have monthly, council office hours.

We will have a city booth, manned by Councilmembers and Staff at the Farmer's Market

We have a number of special projects meeting for public interaction and topical comment

Councilmembers have expressed their willingness to meet with our citizens over coffee or here at city hall via appointments.

**Regular and Special Meetings**

We are presenting three options for further council consideration:

**Option 1 - Recommended**

List an estimated time of 30 minutes for public comment on the agenda. Allow the presiding officer the ability to extend it by another 30 minutes if needed. If there is additional comment after the hour, it will be heard at the end of the meeting up to 10:00 PM.

Allow 3 minutes per person or 5 minutes for a recognized community group.

Allow 3 speakers per topic or per side of a topic – encourage collaboration and well-presented ideas

Group the topics by category so that there is continuity of subject matter

Remove the council rule allowing a second opportunity to speak on another topic – the speaker should include that second topic in their initial presentation. This does not apply to or limit the ability to comment at public hearings.

**Option 2**

Continue to allow public comment until done.

Encourage collaboration by speakers

Encourage the presiding officer to proactively manage the comments

Remove the council rule allowing a second opportunity to speak on another topic – the speaker should include that second topic in their initial presentation. This does not apply to or limit the ability to comment at public hearings.

**Option 3**

Start Public comment at 8:00 PM or as soon thereafter as practical.

List an estimated time of 30 minutes for public comment on the agenda. Allow the presiding officer the ability to extend it by another 30 minutes if needed. If there is additional comment after the hour, it will be heard at the end of the meeting up to 10:00 PM.

Allow 3 minutes per person or 5 minutes for a recognized community group.

Allow 3 speakers per topic or per side of a topic – encourage collaboration and well-presented ideas

Group the topics by category so that there is continuity of subject matter

Remove the council rule allowing a second opportunity to speak on another topic – the speaker should include that second topic in their initial presentation. This does not apply to or limit the ability to comment at public hearings.