City Council, Regular Meeting

AGENDA

6:30 pm – 10:00 pm

March 21, 2017

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Estimate time

Presentations/Proclamations

- Presentation: Lease Agreement with Central Washington University **6:35 pm**
- Proclamation: World Autism Day **7:00 pm**
- Update on the Economic Development Analysis **7:10 pm**
- Community Survey Results **7:30 pm**

Student Liaison Reports **7:50 pm**

Public Comment **7:55 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 **8:25 pm**

1. **Approval:** Claims For Period Ending March 31, 2017 In The Amount Of $833,696.01 For Check No. 46767 Through 46864
2. **Resolution:** Authorizing And Supporting An Interagency Agreement With The Washington State Department Of Natural Resources, Urban

And Community Forestry Program

3. **Resolution:** Authorizing And Supporting An Interagency Agreement With King County For Award Of Flood Reduction Grants
4. **Resolution:** Establishing Council Committee Charters And Setting Forth The Purpose, Authority And Responsilities Of Each City Council Committee
5. **Contract:** Human Services Needs Assessment Consultant/Berk
6. **Contract:** Reard-Freed House Lease
7. **Contract Amendment:** 2016 Pavement Overlay/KBA
8. **Approval:** March 6, 2017 Study Session Notes

Public Hearings

Unfinished Business

New Business **8:35 pm**

9. **a. Ordinance:** First Reading: Relating To Notice Of Public Hearings Before The Hearing Examiner; Amending Sections 20.10.150 And 20.10.180 Of The Sammamish Municipal Code; Providing For Severability; And Establishing An Effective Date

   b. Resolution: Approving The Hearing Examiner Rules Of Procedure, As Revised, In Accordance With Section 20.10.190 Of The Sammamish Municipal Code

Council Reports/ Council Committee Reports **8:50 pm**

City Manager Report **9:20 pm**

Executive Session – If necessary

Adjournment **9:30 pm**

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
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 Presentation & Discussion: Intro to Regional Stormwater
Tues 4/04	3/29	6:30 pm	Regular Meeting	Department Report: Fire Department Report: Admin Services <u>Consent:</u> Ordinance: Second Reading Amending SMC to be consistent with new Hearing Examiner Rules Contract: Louis Thompson Hill Landslide Area Design Consultant/TBD Resolution: Adopting Hearing Examiner amended Rules of Procedures 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 Bid Award: Sammamish Landing Improvements
Tues 4/11	4/05	6:30 pm	Study Session	Department Report: Parks & Recreation Update: Sammamish Plateau Water Discussion: Land Acquisition Strategy & Policy 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 Contract: Transportation Master Plan Consultant/TBD Contract Amendment: Issaquah Fall City Road Design/Lochner <u>Consent:</u> Bid Award: 212th Improvement Project (Snake Hill)/TBD Bid Award: Signal Pole & Mast Painting on 228th & Issaquah Pine Lake Road/TBD Bid Award: Skyline Community Sports Field Turf Replacement
May 2017				
Mon 5/01	4/26	4:30 pm	Study Session	Department Report: Public Works Department Report: Police Discussion: Sign Code 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 Interlocal Agreement: Issaquah School District Joint-Use Agreement <u>Consent:</u> Ordinance: First Reading Electrical Code Adoption Contract: Communications Strategic Plan Consultant/TBD

Tues 5/09	5/03	5:00 pm 6:30 pm	Joint Study Session with Parks Commission & Planning Commission Study Session	Discussion: Urban Forestry Management Plan Scope of Work Discussion: Land Acquisition Study Discussion: Parks, Recreation and Open Space (PRO) Plan Update Discussion: Sign Code Update Department Report: Community Development Discussion: Development Code Update
Tues 5/16	5/10	6:30 pm	Regular Meeting	Ordinance: Second Reading Sign Code Update 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 Bid Award: Sammamish Landing ADA Improvements/TBD Ordinance: Second Reading Electrical Code Adoption
June 2017				
Mon 6/05	5/31	4:30 pm	Study Session	Discussion: R-1 Land Use Density Analysis Discussion: Title 24 Comprehensive Planning Process & Procedures Update Discussion: Internet Usage & Social Media Policies

Tues 6/06	5/31	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Title 24 Comprehensive Planning Process & Procedures Update 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: Emergency Management Update 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 Ordinance: Second Reading Title 24 Comprehensive Planning Process & Procedure Update Resolution: Project Acceptance Intelligent Transportation System Phase I

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 Presentation & Discussion: Introduction to Land Acquisition Policy Executive Session: Potential Land Acquisition Ordinance: First Reading: Inglewood Historic Plat Drainage Requirements Ordinance: First Reading Stormwater Maintenance Code Updates <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: Parking Ordinance Discussion: Inattentive Driving Ordinance
Tues 7/18	7/12	6:30 pm	Regular Meeting	Ordinance: Second Reading Comprehensive Plan Amendments Transportation Element Resolution: Adopting a Land Acquisition Policy Ordinance: Second Reading: Inglewood Historic Plat Drainage Requirements Ordinance: Second Reading Stormwater Maintenance Code Updates <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 Discussion: Stormwater Rate Study Update Discussion: Town Center Park Infrastructure Update

Tues 9/05	8/30	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Stormwater Rate Update Public Hearing/Ordinance: First Reading Comprehensive Plan Amendments Capital Facilities Element 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 Ordinance: Second Reading Comprehensive Plan Amendments Capital Facilities Element <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 Ses sion	Department Report: Police Discussion: Police Services Analysis Discussion: Communications Strategic Plan
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 <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 School Impact Fee Update Public Hearing/Ordinance: First Reading Mid-Biennial Budget Update Public Hearing/Ordinance: First Reading and Public Hearing: 2018 Property Tax Levy Resolution: Adopting the Communications Strategic Plan <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	<u>Consent:</u> Ordinance: Third Reading Consolidated Annual Amendment of Comprehensive Plan Ordinance: Second Reading School Impact Fee Updates 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	5:00 pm 6:30 pm	Joint Study Session with Planning Commission Regular Meeting	Department Report: Community Development <u>Consent:</u> Contract: Electrical Inspections/TBD Contract: Electrical Inspections (2)/TBD 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
	• Traffic Impact Fee Update • Discussion: Concurrency Ordinance • Contract: SE 24th St Sidewalk Design/TBD • Lk. Sammamish Water Level • Growth Centers	• 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

March 2017

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

April 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27 **6:30 pm** Arts Commission Regular Meeting	28	29	30	31	1
2	3 **4:30 pm** City Council Study Session	4 **5:00 pm** City Council Office Hour **6:30 pm** City Council Regular Meeting	5 **6:30 pm** Parks and Recreation Commission Meeting - Canceled	6 **5:00 pm** Joint Meeting with Parks & Recreation Commission and Planning Commission **6:30 pm** Parks and Recreation Commission Meeting **6:30 pm** Planning Commission Meeting	7	8
9 **9:00 am** Sammamish Spring Recycling Collection Event & Bin Sale	10	11 **6:30 pm** City Council Study Session	12 **8:30 pm** Human Services Committee Meeting	13	14 **8:30 am** "Slash and Burn" Art Exhibit	15 **10:00 am** Eggstravagaza
16	17	18 **6:30 pm** City Council Regular Meeting	19 **6:00 pm** Sammamish Youth Board	20 **6:30 pm** Planning Commission Meeting	21	22 **10:00 am** Sammamish Walks
23	24 **6:30 pm** Arts Commission Regular Meeting	25	26	27	28	29
30	1	2	3	4	5	6

801 228th Avenue SE, Sammamish, WA 98075-9509
Phone: 425-295-0500 • Fax: 425-295-0600 • www.sammamish.us

March 16, 2017

To: Sammamish City Council

FR: Lyman Howard, City Manager

RE: Higher education institution coming to Sammamish this Fall

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The City Council's goal of bringing a higher education facility to Sammamish is coming to fruition. Following diligent work by city staff and Central Washington University officials, a draft final lease agreement is being finalized and prepared for signatures at the March 21, 2017, City Council meeting. As the City Council knows from past progress reports, this partnership agreement is consistent with terms outlined in the Memorandum of Understanding (MOU) the City Council reviewed on January 10, 2017, and then authorized the City Manager to sign. A copy of that signed MOU is attached to this memorandum for reference.

The MOU and the lease agreement currently being finalized call for Central Washington University to begin teaching courses at the former Mars Hill Church property beginning this fall. The opening of the "Central Washington University – Sammamish" campus in September of 2017 will mark the beginning of a new era in our community, and a moment to appreciate the value of City Council vision, inter-jurisdictional collaboration, and the pursuit of worthy goals on behalf of all Sammamish residents.

MEMORANDUM OF UNDERSTANDING
BETWEEN CENTRAL WASHINGTON UNIVERSITY
AND THE CITY OF SAMMAMISH

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Central Washington University (CWU), whose address is 400 E. University Way, Ellensburg, WA, 98926, and the City of Sammamish (the City), whose address is 801 - 228th Ave SE, Sammamish, WA 98075, each of which is referred to individually as "Party" or collectively as the "Parties."

RECITALS

The City owns the real property formerly known as the Mars Hill Church located at 120 - 228th Ave NE, Sammamish, Washington, legally described in Exhibit A of this Agreement (the "Premises").

CWU intends to lease the Premises from the City. The Premises are currently improved with a parking lot and a building of approximately 30,000 square feet (the "Building").

CWU intends to remodel and operate the Building as a higher education center, providing programming and coursework that leads to a certificate, or baccalaureate or master's degree. Programs will also include dual-credit programs and community continuing education courses.

This MOU provides the framework for the Parties to develop a long-term lease agreement, which the Parties intend to execute on or before March 21, 2017.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and the CWU mutually agree as follows:

1. TERM

a. The term of this MOU (the "Term") shall commence on the date that this MOU is fully executed by the Parties (the "Commencement Date") and terminate on the earlier of March 21, 2017 or the date on which an approved Lease Agreement is fully executed by the Parties.

2. INTENTION TO LEASE PREMISES

a. Intention to Lease Premises.

(i) In consideration of the commitments set forth herein, the City and CWU hereby commit to formalizing a lease agreement (the "Lease Agreement") with CWU for use of the Premises to be executed no later than March 21, 2017.

(ii) The term of the initial Lease Agreement shall be three (3) years, with options for multiple extensions in five (5) year increments ("Lease Options"), the maximum number of renewals is subject to negotiation and will be included in the Lease Agreement.

b. Premises leased "as-is". CWU has inspected the Premises, is familiar with the present condition of the Premises, and agrees to accept the Premises in the current condition. The Premises shall be deemed leased "as-is," with the following exceptions:

(i) The City shall repair the elevator in the Building to meet the operating standards established by the Washington State Department of Labor & Industries.

(ii) The City shall replace the broken windows at the building that are identified prior to the Commencement Date of this MOU.

2. RENT AND FEES

a. Rent.
For the initial, three-year term of the lease, base rent will total sixty thousand dollars ($60,000) annually.

b. Early Termination. CWU may terminate the Lease Agreement prior to conclusion of the three (3) year initial term for any reason with six (6) months-notice to the City. As consideration for early termination, CWU will relinquish any claim of ownership and otherwise convey to the City all tenant improvements made by CWU to the facility (currently estimated at $500,000) and ensure that the total operating costs incurred by the City during the term of the Lease Agreement do not exceed the value of the tenant improvements. In the event that such total City operating costs do exceed the value of the tenant improvements, CWU will pay the difference to the City.

(i) The Parties agree to further discuss and negotiate the potential of City-provided operational support (e.g. custodial services and landscape maintenance) as part of the Lease Agreement.

(ii) Upon the effective date of the exercise of the first Lease Option by CWU, CWU will increase base rent contingent upon the success of the educational operations at the facility, measured by total operating margin (operating revenues less operating expenses – see "definitions") in the final fiscal year of the lease term (2020). CWU will pay additional rent as follows:

A. If operating margin exceeds $500,000, base rent will increase by $120,000 annually, with such increase payable in equal monthly installments.

B. If operating margin does not exceed $500,000 base rent will increase by $60,000 annually, with such increase payable in equal monthly installments.

(iii) With the City's written consent which shall not be unreasonably withheld, CWU is authorized to sublease any portion of the facility for purposes that support the educational, cultural or recreational benefit of the community.

c. Payment Due. Payment for all fees described herein is due to the City on the first day of each month.

3. CWU'S PURCHASE RIGHTS

a. Right to Purchase. The Lease Agreement shall include:

(i) An agreed-upon initial purchase price option, which shall represent a recovery of the City's investment in the property, plus any net operating funds expended directly related to either this MOU

or the fully executed lease. This purchase price shall be increased by 2 percent (2%) annually for each of the first three years of the Lease Agreement. After the initial lease term is expired, and the first option is exercised, the purchase price shall increase by the greater of 2% per year, or the cumulative increase in the Consumer Price Index for All Urban Customers – All Items – Seattle-Tacoma-Bremerton published by the United States Department of Labor, Bureau of Statistics for the preceding twelve (12) consecutive month period.

4. CWU'S COMMITMENTS

a. Remodel of the Building. Subject to the provisions of this MOU, CWU shall design and implement a remodel of the Building (the "Remodel.") The Remodel shall be at the sole cost and expense of CWU. The City shall have the right to review and approve all Remodel plans prior to implementation, which approval shall not be unreasonably withheld.

(i) CWU shall develop a preliminary scope of work for the Remodel for review and approval by the City no later than March 21, 2017.

b. Compliance with Laws; Permits; Related Appeals. CWU shall abide by all applicable laws, regulations and ordinances in performing the Remodel, operating the Building and in using the Premises. CWU shall obtain all required licenses, certifications, or other approvals (whether required to be held by CWU as an entity or by CWU's individual employees, volunteers, subtenants, other agents, or otherwise) required for CWU's use of the Premises.

(i) CWU shall obtain any necessary approvals, building permits and/or certificates of occupancy as may be required by any applicable law or regulation prior to beginning the Remodel and occupying the Building. The costs of all fees connected with acquiring required approvals, permits and/or certificates shall be the exclusive responsibility of and shall be paid by CWU.

c. Timeliness. Time is of the essence, and CWU shall complete the Remodel and begin operations promptly. The Parties anticipate that the Lease Agreement shall require CWU to begin offering education programs at the Premises not later than the fall quarter of 2017, which will begin in September 2017, the dates of which are confirmed by the CWU calendar.

d. Self-Supporting. The operation of the Building, once fully programmed, is anticipated to be self-supporting and shall not require any operating subsidy from the City.

e. Building Maintenance and Repair. The Lease Agreement shall include terms providing for CWU to maintain and repair the Premises during the Lease Term.

f. Security. CWU will make provisions for building security

g. Concessions. CWU is authorized to conduct concessions on the premises after obtaining appropriate food service permits and meeting health code requirements and any other applicable City code provisions.

h. Right of First Refusal. In the case of CWU's subsequent sale of the Premises, CWU will guarantee the City's right of first refusal within ninety (90) days of notification by CWU of the intent to sell.

5. CITY'S COMMITMENTS

a. Custodial Services. The City shall provide evening custodial services for the Building and shall keep the Building in a clean condition, free of accumulation of dirt and rubbish, in a manner consistent with custodial services at other City properties. The cost to any additional provide custodial services and the scope of work shall be negotiated as part of the final Lease Agreement.

b. Landscape Maintenance. The City shall ensure that the landscaped areas are maintained in a manner consistent with other City properties. This includes maintenance of the irrigation systems on the property, including seasonal inspection and winterizing. The cost to provide any additional landscape maintenance and the scope of work shall be negotiated as part of the final Lease Agreement.

c. Parking Lot Maintenance.

(i) The City shall be responsible for maintenance of the parking lot and the driveways, to include twice per month sweeping. The cost to provide any additional parking lot maintenance shall be negotiated as part of the final Lease Agreement.

(ii) The City shall be responsible for snow removal (as needed) at the parking lot. Snow removal at the Premises will be prioritized based on the availability of maintenance personnel and snow removal equipment. CWU shall be responsible for clearing and de-icing sidewalks immediately adjacent to the Building and the entryways to the Building.

6. OTHER LEASE PROVISIONS

The Parties agree to further discuss and negotiate other lease provisions, including but not limited to Insurance, Termination, Taxes, and other standard provisions of the Lease Agreement.

7. SIGNATURES

In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

CENTRAL WASHINGTON UNIVERSITY

Jan 9, 2017

James L. Gaudino, President Date

CITY OF SAMMAMISH

Lyman Howard, City Manager — Date 01/10/2017

Sammamish, Washington

Proclamation
World Autism Awareness Day
April 2, 2017

WHEREAS, autism is a pervasive developmental disorder affecting the social, communication and behavioral skills of those affected by it, and,

WHEREAS, as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum, resulting in rates as high as 1 in 68 children nationally and,

WHEREAS, while there is no cure for autism, it is well-documented that if individuals with autism receive early and intensive treatment throughout their lives, they lead significantly improved lives, and,

WHEREAS, individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial burdens autism can present,

WHEREAS, Autism Speaks.org is spearheading an awareness effort in order to educate parents, professionals and the general public about autism and its effects,

NOW, THEREFORE BE IT RESOLVED that I, **Mayor Donald Gerend,** do hereby proclaim **April 2, 2017** as **WORLD AUTISM AWARENESS DAY** in the **City of Sammamish**, and urge all employees and residents to participate in our municipality's National Autism Awareness Month activities, in order to become better educated about autism and create a better community for individuals with autism.

_____ _____

Mayor, Donald J. Gerend *March 21, 2017*

Presentation 2

Memorandum

Date: March 21, 2017

To: City Council

From: Kellye Hilde, Planning Manager

Re: Sammamish Economic Development Strategy Update

Project Background

In October 2016, the City of Sammamish was awarded an economic development grant from the Port of Seattle through their Economic Development Partnership Program. The Port's primary goal with the grant program is to facilitate regional growth in business, jobs and economic activity. The City and Port have collaborated to develop a project focused on improving the City's ability to attract and retain business, while simultaneously preparing for future growth.

On December 13, 2016, the City Council approved a contract and scope of work with Community Attributes, INC. to support development of the grant-funded project. Community Attributes has worked with the City on a number of past projects, including the development of an economic and demographic profile in 2013.

Key components of this grant-funded project include an update of the City's economic and demographic data, development of online business communication tools, and outreach with local businesses and community stakeholders. The project will culminate in strategic recommendations from CAI that will provide an economic development roadmap for the City over the coming years.

Key Tasks

- Produce an updated demographic and economic profile of the City and leverage the profile for new business communication materials.
- Help the City establish a new business web portal and incorporate a new business fact sheet.
- Provide opportunities for outreach with the public and local business stakeholders.
- Develop recommendations for the City to guide future economic development efforts.

Status/Next Steps

Community Attributes and City staff are well underway with the project and have been focusing their efforts on completing the demographic and economic profile update. City staff are currently reviewing a draft version of the profile. Work has also begun on the new online business portal and business fact sheet. Community Attributes recently led a workshop with City staff to discuss goals and priorities for the new webpage and received feedback that will be used to develop a webpage outline.

We are also beginning public outreach efforts, which will include a combination of direct stakeholder outreach and utilization of the City's Virtual Town Hall public outreach tool. The Virtual Town Hall will allow the community to provide input that will help shape Community Attribute's recommendations on the economic development strategy. City staff anticipate the Virtual Town Hall will be live before the end of March.

Per the terms of the grant agreement, all work and deliverables for this project must be completed by May 15, 2017. Community Attributes will return to the City Council in June to present their strategy recommendations and discuss other deliverables and outcomes of the project.

Presentation Outline

The purpose of meeting with the City Council is to provide an update on the project, share what we've learned so far and discuss next steps. Below is an outline of the presentation that will be given to Council.

I. Introduction and Background

- A brief overview of the project and its overall goals and purpose.

II. Review of Scope of Work and Progress

- Review of the project scope and major tasks as well as progress to date.

III. Review of Findings from Draft Profile

- Community Attributes will present select exhibits and findings from the updated economic profile recently submitted to the City; this will include a discussion of several exhibits related to demographic and economic indicators.

IV. Public Outreach

- Discussion of planned public outreach efforts and utilization of the City's online Virtual Town Hall tool.

V. Next steps and Q/A

- Discussion of next steps and upcoming project milestones.
- Opportunity for Q/A.

Community Survey Results

Presentation will be given at the meeting

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: March 16, 2017

RE: Claims for March 21, 2017

$	217,458.02
	11,072.20
	583,955.95
	21,209.84

Top 10 Over $10,000 Payments

Marshbank Construction	$203,843.22	Inglewood Hill Stormwater Project
Pro-Vac	$35,698.12	Stormwater Sysem Cleaning - 2016
Heritage Bank	$32,184.90	Retainage #21 - Porter Brothers Construction
Badgley Landscape	$27,556.50	Parks & ROW Landscape - February 2017
CDW Govt Inc	$22,387.87	Computers, Storage, Broadband, APC
DeMarche Consulting	$18,893.00	Maintenance Mgmt Support
Community Attributes	$18,462.88	Port of Seattle Economic Dev Grant Project
HWA GeoSciences	$16,990.49	Ingelwood Hill Material Testing
Best Parking Lot Cleaning	$16,744.96	Parks & Streets Sweeping - January 2017
Clarity Consulting	$15,480.83	Plan Review

TOTAL $ 833,696.01

Check #46767 - # 46864

217,458.02 +
11,072.20 +
583,955.95 +
21,209.84 +
833,696.01G+

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 3/3/2017 - 9:25 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46767	03/03/2017	AWCLIF	Association of Washington Cities	231.60	46,767
46768	03/03/2017	AWCMED	AWC Employee BenefitsTrust	145,894.10	46,768
46769	03/03/2017	ICMA401	ICMA 401	49,569.91	46,769
46770	03/03/2017	ICMA457	ICMA457	16,252.52	46,770
46771	03/03/2017	IDHW	Idaho Child Support Receipting	200.00	46,771
46772	03/03/2017	LEGALSHI	Legal Shield	105.65	46,772
46773	03/03/2017	NAVIA	Navia Benefits Solution	2,010.47	46,773
46774	03/03/2017	PSE	Puget Sound Energy	1,310.92	46,774
46775	03/03/2017	SAM	Sammamish Plateau Water Sewer	1,052.28	46,775
46776	03/03/2017	WASUPPOR	Wa State Support Registry	830.57	46,776
			Check Total:	217,458.02	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 3/10/2017 - 9:41 AM

Check	Date	Vendor No	Vendor Name		Amount	Voucher
46777	03/10/2017	PSE	Puget Sound Energy		11,072.20	46,777
				Check Total:	11,072.20	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 3/16/2017 - 9:43 AM

City of Sammamish Washington

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46778	03/21/2017	1STAMERI	1st American Title	657.60	46,778
46779	03/21/2017	ACTIONAP	Action Apparel	412.04	46,779
46780	03/21/2017	AGENTERP	AG Enterprise Supply Inc	2,795.65	46,780
46781	03/21/2017	ANTIN	Aaron Antin	58.67	46,781
46782	03/21/2017	APP	Associated Petroleum Products	589.40	46,782
46783	03/21/2017	ARC	ARC Architects	2,381.25	46,783
46784	03/21/2017	BADGLEY	Badgley Landscape LLC	27,556.50	46,784
46785	03/21/2017	BEST	Best Parking Lot Cleaning, Inc	16,744.96	46,785
46786	03/21/2017	BLACKBUR	Kimberly Blackburn	300.00	46,786
46787	03/21/2017	BLUETARP	Blue Tarp Financial	96.95	46,787
46788	03/21/2017	BOBS	Bob's Heating & Air	93.00	46,788
46789	03/21/2017	BRIXTON	Brixton Homes, LLC	7,500.00	46,789
46790	03/21/2017	CALPORT	CalPortland Company	638.76	46,790
46791	03/21/2017	CDW	CDW Govt Inc	22,387.87	46,791
46792	03/21/2017	CENTURY	Century Link	52.67	46,792
46793	03/21/2017	CLARITY	Clarity Consulting Engineers	15,480.83	46,793
46794	03/21/2017	COLVINHA	Colvin-Hallett, P.S.	4,537.50	46,794
46795	03/21/2017	COMATTRI	Community Attributes Inc	18,462.88	46,795
46796	03/21/2017	COMCAST2	Comcast	378.35	46,796
46797	03/21/2017	COMCAST3	Comcast	1,272.06	46,797
46798	03/21/2017	COSTCO	Costco Wholesale	422.04	46,798
46799	03/21/2017	CUNNINGH	J. A. Cunningham Consulting LLC	735.00	46,799
46800	03/21/2017	DEMARCHE	Demarche Consulting Group Inc	18,893.00	46,800
46801	03/21/2017	ELTEC	Eltec Systems LLC	10,738.23	46,801
46802	03/21/2017	Envirote	Envirotech Services, Inc	8,647.80	46,802
46803	03/21/2017	FASTENAL	Fastenal Industrial Supplies	112.74	46,803
46804	03/21/2017	FIREPROT	Fire Protection, Inc.	1,265.38	46,804
46805	03/21/2017	FRONTIR2	Frontier	390.48	46,805
46806	03/21/2017	GFOA	Govt Finance Officers Assoc	305.00	46,806
46807	03/21/2017	GOODSON	David M. Goodson	450.00	46,807
46808	03/21/2017	GRAINGER	Grainger	1,243.40	46,808
46809	03/21/2017	GREATAME	Great America Financial Services	130.31	46,809
46810	03/21/2017	HEISERGR	Greg Heiser	2,283.90	46,810
46811	03/21/2017	HERITAGE	Heritage Bank	32,184.90	46,811
46812	03/21/2017	HOMEDE	Home Depot	1,523.02	46,812
46813	03/21/2017	HONEY	Honey Bucket	3,340.35	46,813
46814	03/21/2017	HWA	HWA GeoSciences, Inc	16,990.49	46,814
46815	03/21/2017	ILAND	Iland Internet Solutions	2,361.27	46,815
46816	03/21/2017	ISSCITY	City Of Issaquah	4,867.75	46,816
46817	03/21/2017	ITE	Institute of Transp Engineers	299.28	46,817
46818	03/21/2017	IVOXY	Ivoxy Consulting LLC	6,036.78	46,818
46819	03/21/2017	JCWILDLI	JC Wildlife Consultant	1,075.00	46,819
46820	03/21/2017	KIMSEY	Sarah Hawes Kimsey	2,822.98	46,820
46821	03/21/2017	KINGFI	King County Finance A/R	173.75	46,821
46822	03/21/2017	LENISZEW	Steve Leniszewski	15.94	46,822
46823	03/21/2017	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	46,823
46824	03/21/2017	LEYTON	Kimberly Leyton	705.87	46,824
46825	03/21/2017	MALCHOW	Christie Malchow	124.54	46,825
46826	03/21/2017	MARSHBAN	Marshbank Construction	203,843.22	46,826
46827	03/21/2017	MARTINJO	Joanna Martin	92.28	46,827

Bill # 1

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46828	03/21/2017	MINUTE	Minuteman Press	211.13	46,828
46829	03/21/2017	MOBERLY	Lynn Moberly	12,162.00	46,829
46830	03/21/2017	NC MACH	NC Machinery Co	652.32	46,830
46831	03/21/2017	NESAM	NE Sammamish Sewer & Water	425.70	46,831
46832	03/21/2017	NETRUCK	North End Truck Equip Inc	5,479.29	46,832
46833	03/21/2017	NRC	National Research Center, Inc	4,360.00	46,833
46834	03/21/2017	NUVELOCI	Nuvelocity	3,241.68	46,834
46835	03/21/2017	ODELL	Thomas Odell	101.76	46,835
46836	03/21/2017	PACAIR	Pacific Air Control, Inc	1,816.14	46,836
46837	03/21/2017	PACGOLF	Pacific Golf & Turf	13,537.49	46,837
46838	03/21/2017	PACSOIL	Pacific Topsoils, Inc	500.00	46,838
46839	03/21/2017	PASTON	Cheryl Paston	27.82	46,839
46840	03/21/2017	Provac	PRO-VAC	35,698.12	46,840
46841	03/21/2017	REDMOND	City Of Redmond	34.00	46,841
46842	03/21/2017	RICH	Rich Landscapiing, Inc.	5,246.87	46,842
46843	03/21/2017	ROTARSAM	Rotary Club of Sammamish	195.00	46,843
46844	03/21/2017	SEQUOYAH	Sequoyah Electric, LLC	3,428.93	46,844
46845	03/21/2017	SITEONE	Site One Landscape Supply LLC	86.91	46,845
46846	03/21/2017	SOUNDPUB	Sound Publishing, Inc	240.38	46,846
46847	03/21/2017	STAPLES	Staples Advantage	1,424.06	46,847
46848	03/21/2017	STEINLOT	Stein Lotzkar & Starr P.S. Inc	8,400.00	46,848
46849	03/21/2017	TOPTOBOT	Top To Bottom Janitorial, Inc	12,666.25	46,849
46850	03/21/2017	TRANSOLU	Transportation Solutions, Inc	1,198.75	46,850
46851	03/21/2017	TRI-TEC	Tri-Tec Communications, Inc	328.50	46,851
46852	03/21/2017	TRIANGLE	Triangle Associates, Inc	4,423.69	46,852
46853	03/21/2017	TROUT	Trout Unlimited	10,000.00	46,853
46854	03/21/2017	UNITRENT	United Rentals NA, Inc	710.32	46,854
46855	03/21/2017	USBANKNA	US Bank N.A.	112.00	46,855
46856	03/21/2017	UTILITIE	Utilities Underground Location Ctr	392.16	46,856
46857	03/21/2017	VERIZON	Verizon Wireless	3,731.47	46,857
46858	03/21/2017	VOYAGER	Voyager	4,742.94	46,858
46859	03/21/2017	WACE	Wa Assoc of Code Enforcement	190.00	46,859
46860	03/21/2017	WINTER	Winter Equipment Co., Inc	2,394.10	46,860
46861	03/21/2017	WORKSAFE	A Work Safe Service, Inc	110.00	46,861
46862	03/21/2017	ZUMAR	Zumar Industries, Inc.	1,160.23	46,862
			Check Total:	583,955.95	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 3/16/2017 - 11:12 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46863	03/21/2017	EVANS	David Evans & Associates, Inc	10,149.68	46,863
46864	03/21/2017	KINGFI	King County Finance A/R	11,060.16	46,864
			Check Total:	21,209.84	

City Council Agenda Bill

Meeting Date: **March 21, 2017** Date Submitted: 3/15/2017

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 authorizing and supporting the City's Interagency Agreement with the Washington State Department of Natural Resources, Urban and Community Forestry Program

Action Required: Approve the Resolution

Exhibits:
1. Resolution
2. Text of Interagency Agreement

Budget: The interagency agreement authorizes the Department of Natural Resources to reimburse the City for up to $15,000 for the completion of a canopy cover assessment as part of the Urban Forest Management Plan. The City has separately budgeted $115,000 toward professional services related to the Urban Forest Management Plan in the 2017-2018 budget.

Summary Statement:
The City of Sammamish has successfully applied for a $15,000 Community Forest Assistance Grant through the Washington State Department of Natural Resources' Urban and Community Forestry Program and the USDA Forest Service. The funds will be used to support a canopy cover assessment, the first step in the Urban Forest Management Plan (UFMP) process that the City will begin in the summer of 2017. City Council approval is required to finalize the Interagency Agreement that authorizes the reimbursement of funds from the grant.

Background:
The City's Comprehensive Plan includes policy EC.10.10, which calls for staff to "create and support a robust and comprehensive Urban Forestry Management Plan starting in 2016."

In preparation for the plan, staff identified and successfully applied for a grant through the Washington State Department of Natural Resources. The funds come from the USDA Forest Service Urban and Community Forestry Assistance Program, which provides financial and technical assistance to plan, protect, establish, and manage trees, forests, and related resources.

The grant funds are allocated for consultant support in completing a canopy cover assessment of the City. The purpose of the canopy cover assessment project is to collect accurate information about the health and extent of the City's urban forest cover, gather and incorporate canopy data into the City's GIS system, obtain statistics about various canopy characteristics that will help the City set more specific goals and create effective policies to help reach those goals in the UFMP, and establish a common pool of knowledge to serve as a foundation for public outreach and discussion. The City does not currently have any data describing the extent of its urban canopy cover, and such information is critical for the development of a robust, science-based plan.

Financial Impact:
The grant authorizes the Department of Natural Resources to reimburse the City for up to $15,000 for the completion of a canopy cover assessment as part of the UFMP. The agreement requires the City to match the grant, which it will do so through a combination of administrative costs, staff time from the Departments of Community Development, Parks and Recreation, and Public Works, and $12,450 of the $115,000 that the City has already budgeted towards professional services for the project as part of the 2017-2018 budget.

Recommended Motion:
Move to approve the Resolution authorizing and supporting the City's Interagency Agreement with the State Department of Natural Resources.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017-

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, AUTHORIZING AND SUPPORTING AN INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES, URBAN AND COMMUNITY FORESTRY PROGRAM

WHEREAS, the City of Sammamish's Comprehensive Plan includes policy EC.10.10, which calls for staff to "create and support a robust and comprehensive Urban Forestry Management Plan starting in 2016"; and

WHEREAS, the City has included $115,000 for professional services to support an Urban Forest Management Plan in its adopted 2017-2018 budget; and

WHEREAS, the mission of the Washington State Department of Natural Resources (DNR) Urban and Community Forestry Program is to provide leadership and assistance to communities that are working to create self-sustaining urban and community forestry programs that preserve, plant and manage forests and trees in urban settings for public benefits and quality of life; and

WHEREAS, the DNR's Community Forestry Assistance grant program, through the USDA Forest Service Urban and Community Forestry Program, provides financial assistance to communities to help develop powerful, sustainable urban forestry programs; and

WHEREAS, the purpose of the grant program is "to encourage community involvement in creating and supporting long-term and sustainable urban and community forestry programs at the local level"; and

WHEREAS, the City of Sammamish applied for a $15,000 Community Forestry Assistance grant on December 9, 2016, and received notice that the grant application was successful on March 1, 2017; and

WHEREAS, the grant will support the completion of a canopy cover assessment study to collect accurate information about the City's urban forest cover's health, gather and incorporate canopy data into the City's GIS system, obtain statistics about various canopy characteristics that will help the City set more specific goals and create effective policies to help reach those goals in the UFMP, and establish a common pool of knowledge to serve as a foundation for public outreach and discussion; and

WHEREAS, the City will fulfill the 100% match requirement of the grant, and plans to honor the match through a combination of previously budgeted funds, staff time, and administrative costs; and

WHEREAS, the period of performance for this grant will expire on April 30, 2019.

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

Section 1. The City Manager is authorized to sign an Interagency Agreement with the Washington State Department of Natural Resources, Urban and Community Forestry Program for the purpose of receiving grant funds for the canopy cover assessment portion of the Urban Forest Management Plan.

Section 2. Any grant assistance received will be used in accordance with the Grant requirements set forth in the application.

Section 3. The City certifies that it will match 100% of the grant amount received and acknowledges that the grant assistance will be paid by the Washington State Department of Natural Resources on a reimbursement basis.

Section 4. Through this Resolution, the City acknowledges and supports the Washington State Department of Natural Resources' urban and community forestry activities.

EXHIBIT 1

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF MARCH 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:
Passed by the City Council:
Resolution No: R2017-

Exhibit 1

Exhibit 2

INTERAGENCY AGREEMENT WITH City of Sammamish

Agreement No. IAA 93-095256
Funds Source: 2014-DG-11062765-706

This Agreement is between the City of Sammamish, referred to as "Contractor" and the Washington State Department of Natural Resources, Urban and Community Forestry Program, referred to as "DNR."

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the City of Sammamish enter into this Agreement under Chapter 39.34, RCW Interlocal Cooperation Act.

The purpose of this Agreement is to conduct first Canopy Cover Assessment and develop a city Urban Forestry Management Plan.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment A-Scope-of-Work.

1.02 The Contractor shall produce a bi-annual report by October 30, 2017 and October 30, 2018, and a final report upon project completion summarizing work performed and evaluating the performance and results of this agreement.

2.01 Period of Performance. The period of performance of this Agreement shall begin upon final execution by both parties, and end on April 30, 2019, unless terminated sooner as provided herein.

3.01 Payment. The parties estimate that the cost of accomplishing the work will not exceed Fifteen Thousand and 00/100 Dollars ($15,000.00). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Pay for services shall be based on the rates and terms described in Attachment B-Budget.

4.01 Billing Procedures The Contractor shall submit invoices quarterly. At a minimum, each invoice must include: Contractor's, name, address, phone number, primary contact name and e-mail, Federal Employment Identification Number (EIN) and DUNS number; detail of the expenses being billed including any required back-up documentation; agreement number; and any other information necessary to process for payment. Payment to the Contractor for approved and completed work will be made by warrant or account transfer within 30 days of receiving an acceptable invoice. When the Agreement expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The Contractor shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the Contractor in providing the services. These records shall be available for inspection, review, or audit by personnel of the Department of Natural Resources, other personnel authorized by the Department of Natural Resources, the Office of the State Auditor, and federal officials as authorized by law. The Contractor shall keep all books, records, documents, and other material relevant to this Agreement for six years after Agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department of Natural Resources. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, DNR shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If, for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a Dispute Board shall resolve the dispute as follows: Each party to this Agreement shall appoint a member to the Dispute Board. These board members shall jointly appoint an additional member to the Board. The Board shall evaluate the facts, Agreement terms, applicable statutes and rules, then determine a resolution. The Board's determination shall be final and binding on the parties. As an alternative to the Dispute Board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This Agreement is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The venue of any action brought hereunder shall be in the Superior Court for Thurston County. The provisions of this Agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable State and federal statutes and rules;
(2) Scope-of-Work*;* and
(3) Any other provisions of the Agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01. Waiver. A party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this Agreement.

15.01 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances. The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

Before using any of said rights granted herein and at its own expense, the Contractor shall purchase and maintain, and require its contractors and subcontractors to purchase

and maintain, insurance as described below from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A- or better, that will protect it from bodily injury or property damage claims arising out of its operation under this Agreement.

1. Commercial General Liability (CGL) insurance providing bodily injury liability and property damage liability with a limit of not less than $1,000,000 per occurrence and $2,000,000 general aggregate limits.
2. Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.
3. Business Automobile Liability insurance and, if necessary, commercial umbrella liability insurance with a minimum limit of liability of not less than $1,000,000 per occurrence for all owned, non-owned, and hired automobiles.
4. Workers Compensation insurance for its employees that complies Title 51 RCW. Except as provided by law, the Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

All insurance should be purchased on an occurrence basis. The "State of Washington, Department of Natural Resources" shall be named as an additional insured via endorsement by the Contractor on all general liability, excess liability, and umbrella insurance policies required by this Agreement.

The Contractor shall provide State with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. The Contractor shall provide State with 30-days written notice of the cancellation or non-renewal of any insurance referred to herein.

If the Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that the Contractor's self-insurance meets all of the required insurance coverage required by this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of the Contractor is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.
All insurance or self-insurance provided by the Contractor shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, State.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this Agreement. All communications and billings will be sent to the Project Coordinator.

19.01 Project Coordinators.

(1) The Project Coordinator for the Agency is David Goodman, Telephone Number 425.295.0534, email dgoodman@sammamish.us.

(2) The Project Manager for DNR is Linden Lampman, Urban & Community Forestry program manager, Telephone Number 360-902-1703, email linden.lampman@dnr.wa.gov.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SAMMAMISH	**STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES**
Signature	Signature
Date	Date
Name	Name Robert W. Johnson
Title	Title Wildfire Division Manager
Address	Address 1111 Washington Street SE Olympia WA 98504-7037
Telephone	Telephone 360.902.1300

ATTACHMENT A
Scope-of-Work

ATTACHMENT B
Budget

Exhibit 2

Section I — Proposal Summary

Please complete all fields. The signature must be an original on a printed version of this application; scanned copies in .pdf format are acceptable for electronic submissions.

Project name (five words or less) Sammamish Canopy Cover Assessment Project

Location (City) Sammamish Tree City USA ☐ Y ■ N

Name of Applicant (Organization) City of Sammamish

Daytime Phone # 425-295-0534 Applicant's Federal I.D. Number 911980261

Applicant Address 801 228th Ave SE

City Sammamish State WA Zip 98075

Contact Person David Goodman Daytime Phone # 425-295-0534

Fax # 425-295-0600 E-mail Address dgoodman@sammamish.us

Brief Description of Project and Objective(s) (not to exceed 5 lines of text):

The City of Sammamish's first canopy cover assessment study, the initial step in the development of the City's first Urban Forest Management Plan (UFMP), will provide the City with an accurate picture of its canopy cover, assist in setting quantifiable goals for future canopy cover, and provide tools and analysis to help the City make better decisions about maintaining and supporting its urban forest.

Is this project currently funded through another entity?	☐ Yes ☑ No
Was this project previously funded through another entity?	☐ Yes ☑ No

DNR funds requested	from budget work sheet	$ 15,000.00
Applicant share	from budget work sheet	$ 15,000.00
In-kind share	from budget work sheet	$
Cash share	from budget work sheet	$
Total amount of project	from budget work sheet	$ 30,000.00

By signing this grant proposal application form, the undersigned agrees that all information is accurate to the best of their knowledge.

David Goodman, Management Analyst, City of Sammamish

Name and Title of Authorized Representative

David Goodman 12/9/16

Signature of Authorized Representative Date

Section II — Proposal Narrative

Applicants must address each item within the space provided; text boxes do not expand.

1. Organizational Commitment

List the goals, purpose, mission statement or other guiding principles in your organization that support urban forest management. (Comprehensive plan, urban forest management plan, etc.):

The City of Sammamish's Comprehensive Plan supports urban forest management through the following goals: Goal EC.1 - Serve as a leader in environmental stewardship of the natural environment for current and future generations; Goal EC.2 - Protect and promote a diversity of plant, pollinator, and animal species habitat in Sammamish; and Goal EC.10 - Maintain and improve the City's forested character.
These goals are supported by the following policies: Policy EC.1.16 – Use best available science to inform decision-making on environmental functions and values; Policy EC.10.1 – Preserve and enhance the City's urban forest. Use trees and other vegetation, both native and non-native, as appropriate, in all restoration; Policy EC.10.2 – Preserve trees on all public properties and facilities to the maximum extent possible; Policy EC.10.3 – Maintain and enhance a street tree maintenance program. Use trees and other vegetation, both native and non-native, as appropriate, in all restoration; Policy EC.10.10 – Create and support a robust and comprehensive UFMP starting in 2016; and Policy EC.10.11 – Develop incentives to prioritize the retention of high value trees, including heritage and/or landmark trees.

2. Planning

Describe your project including clearly defined project purpose and objective(s):

The City of Sammamish plans to hire a firm to conduct a canopy cover assessment of the City as a first step in creating its UFMP. The purpose of the canopy cover assessment project is to collect accurate information about the City's urban forest cover, gather and incorporate canopy data into the City's GIS system, obtain statistics about various canopy characteristics that will help the City set more specific goals and create effective policies to help reach those goals in the UFMP, and establish a common pool of knowledge to serve as a foundation for public outreach and discussion.

The City of Sammamish does not currently have any data describing the extent of its urban canopy cover, nor does it have a UFMP that unifies all of the different urban forest-related programs and regulations that the Departments of Parks and Recreation, Public Works, and Community Development oversee. The Sammamish City Council included a directive to create a UFMP in its latest Comprehensive Plan update (2015). Since the adoption of that Plan, staff have presented and discussed different visions for the UFMP to the City Planning Commission and City Council, and have concluded that obtaining a canopy cover assessment is a crucial first step in the urban forest management planning process.

Project description, cont.

Among the broader objectives of the UFMP are: to ensure that the City of Sammamish has an accurate and complete assessment of its urban forest, both on public and private lands; to draft a road map for effective and efficient management of the urban forest; to adopt best management and scientific practices and technical standards that reflect the latest advancements in the field of urban forestry; to engage the community to determine public needs and priorities for the urban forest; to produce educational materials and provide opportunities for the public to participate in urban forest management; and to analyze the City's forest community to identify its environmental benefits.

Describe the timeline for the project citing key project benchmarks and estimated dates, including mid- and final reports to DNR. For projects extending the full two years, reports must be submitted bi-annually. Final reports and invoices are due no later than May 30, 2019.

January 2017 – City Council approves final scope of project.

February – March 2017 – City staff issue RFP, select consultant to complete project.

March – June 2017 – Consultant performs work as detailed in project scope; consultant holds regular meetings with staff to ensure that final product will meet the needs and expectations of the community.

Summer 2017 - Submit mid-report to DNR after canopy assessment is completed.

June 2017 – December 2017 – Results of tree canopy cover assessment study will be incorporated into larger UFMP. The UFMP planning process will likely carry into 2018.

Winter 2017 / Spring 2018 - Submit final report to DNR after UFMP - including background information and goals based on the results of the canopy cover assessment - is adopted.

3. Results (see Request for Proposal pages 7 & 8 for descriptions of results)

List project deliverables (products that will be produced as a result of the project):

Through this project, the City will obtain an accurate and complete measurement of the City's canopy cover that will be used in the development of a UFMP. The ultimate deliverable is the final UFMP document, which will synthesize the results of the canopy cover assessment along with other data, goals, and policies to create a unified strategy for supporting and maintaining the City's urban forest. Should the City receive the grant, staff will issue a press release announcing the grant award, as well as additional releases about the selection of a consultant, the scope of the project, and the ultimate completed project. The City will also host a UFMP website that will provide project details, updates, and a place for citizens to submit comments.

List the expected outcomes for the project (qualitative indicators of project success):

Expected outcomes for the project include:
• An accurate and complete picture of the City's canopy cover, including a comparison with peer cities
• An accurate assessment of the environmental benefits of the City's urban forest
• A clear road map, including benchmarks for success, for effective and efficient management of the urban forest
• An enhanced relationship with community members who are passionate about the urban forest
• More predictability for developers regarding the City's urban forest priorities and tree retention regulations
• Improved coordination between City departments on urban forest-related programs

List project metrics (quantitative measures used to evaluate project success and may be estimates based on reasonable and explained assumptions):

Project metrics for the larger UFMP will include:
• The UFMP will include policies and programs to be reviewed and revised on a 1-, 5-, or 10-year basis
• Provide at least 5 outreach opportunities for citizen education and engagement related to the development of the UFMP
• 10 hours of multi-department collaboration on UFMP goals
• Provide estimates of the financial benefit of the urban forest to the City of Sammamish in 5 separate categories related to ecosystem services

4. Impacts

To what degree does this project satisfy a local need?

This project will satisfy a great local need for more information about the makeup of the City's canopy cover. An accurate assessment of the City's canopy cover is needed in order for the City to set quantitative goals related to maintaining and supporting the urban forest as part of the UFMP.

The UFMP itself is a significant local need – the City has many urban forest-related programs and regulations under multiple departments, but no unifying management strategy that ties all of them together. There is significant community interest in both protection and promotion of the urban forest, as well as in quantifying, celebrating, and supporting the many ecological systems to which the urban forest contributes.

Clearly identify anticipated benefits of the project. (To what degree will the value of expected results exceed initial project investments of time and money?)

The anticipated benefits of the project include the following:

• An accurate and complete picture of the City's canopy cover, including a comparison with peer cities
• A quantitative measurement of the City's canopy cover that can be used for setting goals and measuring progress towards those goals in future years
• An identification of areas which the City can target for future planting
• A measure of the monetary value that the tree canopy provides in terms of stormwater and other ecosystem management services
• As a result of this project, the City will have a UFMP that is data-driven, with quantifiable goals and metrics to assess progress

The value of the expected benefits will exceed the project investment because the data gathered as part of the project will be the basis of the City's Urban Forest work plan moving forward. The canopy cover assessment will serve as a foundational document for the goals, policies, and programs that will be established through the UFMP.

How will the project be sustained in the long-term?

The project will be sustained in the long term in the following manner:

• Data collected from the project will be used by City GIS and planning staff
• Data collected from the project will be used as a benchmark against which the City's progress towards its canopy cover-related goals in the subsequent UFMP will be measured
• A periodic update to the canopy cover assessment will be included as a program of the UFMP
• The UFMP will contain medium- and long-term goals based on the data obtained through the canopy cover assessment

5. Other

Please indicate any innovative methods, technologies, or techniques; partnerships or cooperative ventures; service to under-served populations; unique features or outstanding values of your project:

As the first step in the City's first Urban Forest Management planning exercise, the canopy cover assessment project is an exciting venture for the City of Sammamish to undertake. There is a high level of community interest in protecting and supporting the urban forest in general and in this project in particular, and the City is determined to provide numerous avenues for public engagement during this process.

☐ Signed Letters of commitment and support from project partners are included with this application. (please acknowledge by checking this box; letters are excluded from the total narrative page count)

☑ Successful grantees are required to distribute a formal press release, (template provided), with appropriate recognition given to DNR and the USDA Forest Service (please acknowledge by checking this box)

Exhibit 2

Section III — Proposal Budget

Applicant Name: City of Sammamish

Project Title:

ITEM	Grant Share	Applicant Share	In-Kind Share	Cash Donation	TOTAL
Consultant	$15,000.00				$15,000.00
					$0.00
Printing		$500.00			$500.00
Consultant - Budgeted		$12,450.00			$12,450.00
Comm. Dev. - Proj Mgmt - 25 hrs		$1,025.00			$1,025.00
Parks & Rec - Proj Team - 10 hrs		$410.00			$410.00
Public Works - Proj Team - 15 hrs		$615.00			$615.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
TOTAL	$ $15,000.00	$ $15,000.0	$ $0.00	$ $0.00	$ $30,000.(

Community Forestry Assistance Grant requests must be a minimum of $5,000 and may not exceed $15,000. A 1:1 grant match is required.

City Council Agenda Bill

Meeting Date: **March 21, 2017** Date Submitted: 3/15/2017

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 authorizing an Interagency Agreement with King County

Action Required: Approve the Resolution

Exhibits:
1. Resolution
2. Interagency Agreement

Budget: The interagency agreement authorizes King County to reimburse the City for up to $175,000 for the design and permitting of the Zackuse Creek Fish Passage and Stream Restoration Project.

Summary Statement: The City of Sammamish has successfully applied for $175,000 through the King County Flood Reduction Grant Program. The funds will be used to support the design and permitting of the Zackuse Creek Fish Passage and Stream Restoration Project that is currently underway. City Council approval is required to finalize the Interagency Agreement that authorizes the reimbursement of funds from the grant.

Background: The City's *Storm and Surface Water Comprehensive Management Plan* (Plan) identifies Action G.5.1.A, which recommends the pursuit of grants to fund projects that support watershed protection and restoration.

Consistent with the Plan, staff successfully applied for a grant through the King County Flood Reduction Grant Program via the King County Flood Control District. Additional grant monies may be available for funding project construction.

Financial Impact: The grant authorizes King County to reimburse the City for up to $175,000 for the design and permitting of the Zackuse Creek Fish Passage and Stream Restoration Project. The agreement does not require the City to provide matching funds.

This grant and the Zackuse Creek Fish Passage and Stream Restoration Project are included in the City's 2017-2018 budget.

Recommended Motion: Approve the Resolution to authorize the Interagency Agreement with King County.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017-

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, AUTHORIZING AND SUPPORTING AN INTERAGENCY AGREEMENT WITH KING COUNTY FOR AWARD OF FLOOD REDUCTION GRANTS

WHEREAS, the City of Sammamish's *Storm and Surface Water Management Comprehensive Plan* includes Action G.5.1.A, which recommends for staff to pursue grants to fund projects that support watershed protection and restoration; and

WHEREAS, the City has included $1,200,000 for professional services and construction to complete the Zackuse Creek Fish Passage and Stream Restoration Project in its adopted 2017-2018 budget; and

WHEREAS, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and

WHEREAS, King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and

WHEREAS, the City of Sammamish submitted an application to receive funds for a project to be funded by the King County Flood Reduction Grant Program and received notice of grant approval in the amount of $175,000; and

WHEREAS, the grant will support the design and permitting of the Zackuse Creek Fish Passage and Stream Restoration Project; and

WHEREAS, the period of performance for this grant will expire on December 31, 2018; and

WHEREAS, the City Council of the City of Sammamish deems it to be in the best interests of the City that the City of Sammamish enter into an agreement with King County, under the terms and conditions set forth in the attached Interagency Agreement, which is attached hereto and by reference made a part hereof, to obtain grant funding for the Zackuse Creek Fish Passage and Stream Restoration Project;

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

Section 1. Authorization to Execute Interagency Agreement. The City Manager is hereby authorized to execute an Interagency Agreement between the City and King County for the purpose of the City receiving grant funds to utilize for the design and permitting of the Zackuse Creek

Exhibit 1

Fish Passage and Stream Restoration Project.

Section 2. Use of Grant Funds. The City Manager is further authorized to take efforts to ensure that any grant assistance received will be used in accordance with the Grant requirements set forth in the Interagency Agreement.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF MARCH 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:
Passed by the City Council:
Resolution No: R2017-

Project Name: Zackuse Creek Flood Reduction & Fish Passage – Design & Permitting
Award Number: 4.16.11

AGREEMENT FOR AWARD OF FLOOD REDUCTION GRANT FUNDS BETWEEN CITY OF SAMMAMISH AND KING COUNTY

This Agreement is made between King County, a municipal corporation, and the City of Sammamish ("Recipient"), a municipal corporation, (collectively referred to as the "parties" and in the singular "party" for the purposes set forth herein). This Agreement shall be in effect from the date of execution to **December 31, 2018**.

Project Contacts:
King County – Kim Harper, Grant Administrator, 206-477-6079, Kim.harper@kingcounty.gov.

Recipient – Lyman Howard, City Manager, 425-295-0500, lhoward@sammamish.us.

SECTION 1. RECITALS

1.1 Whereas, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and

1.2 Whereas, King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and

1.3 Whereas, on November 12, 2013, the District's Board of Supervisors passed Resolution FCD2013-14.3 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 16, 2015, the Board passed Resolution FCD2015-11.2, which authorized an allocation of $2,991,819 from the District's 2016 budget to fund flood reduction projects; and

1.4 Whereas, on October 3, 2016, the District's Board of Supervisors passed Resolution FCD2016-17.2, which approved the flood reduction projects described in Attachment A to that Resolution; and

1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter "Grant Policies and Procedures"); and

1.6 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program; and

1.7 Whereas, the District's Board of Supervisors approved funding of Recipient's application

for the project, as described in Attachment A to Resolution FCD2016-17.2 ("Project") and set out in Exhibit A attached hereto and incorporated herein, in the amount of **$175,000** ("Award"); and

1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget"), are consistent with the Grant Policies and Procedures, the Recipient's application for the Project, and the Resolution approving funding for the Project; and

1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2016-17.2, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

2.2. King County agrees to pay the Award amount to Recipient in the total amount of **$175,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2016-17.2. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.

2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.

2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all

other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. A progress report (with or without a request for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one- time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment shall be submitted to King County prior to any further requests for payment.

2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form unless a more detailed final report is specified in the scope of work. A blank form shall be provided to the Recipient by King County upon execution of this Agreement. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.

2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.

2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.

2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.

2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.

2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner that does not do damage to the environment or natural resources, and should this occur, is properly remediated. All such work shall be in compliance with local, state and federal laws and regulations.

2.12. To the extent allowed by applicable law, the Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.

2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

3.5. The Project shall be completed by no later than **December 31, 2018**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.

3.6. This Agreement may be signed in multiple counterparts.

3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.

3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County's obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of September 12, 2015.

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KING COUNTY:	**RECIPIENT:**
By_____	**By**_____
Name_____	**Name**_____
Title_____	**Title**_____
Date_____	**Date**_____

Project Name: Zackuse Creek Flood Reduction & Fish Passage – Design & Permitting
Award Number: 4.16.11

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	MATCH	AWARD
Zackuse Creek Flood Reduction & Fish Passage Design & Permitting	City of Sammamish	Design and permitting for 1) replacement of an aging, concrete culvert on East Lake Sammamish Parkway and 2) realignment and restoration of approximately 200 feet of Zackuse Creek upstream of the new culvert. The existing stream channel upstream of the culvert intersects the Parkway at a 90 degree angle which has caused severe erosion of the shoulder and has compromised the stability of the road and shoulder.	$206,189	$175,000

EXHIBIT B: SCOPE OF WORK

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD REQUEST	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	The recipient will submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Will submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	0	December 2018
Task 2: Design	A preliminary design has been completed by R2 Engineering on the stream realignment. This task would complete the design and include the design of the under capacity culvert under E Lake Sammamish Parkway and upstream realignment.	100%	June 2018
Task 3: Permitting	This task would include local, state, and national permits. We expect that a JARPA, Hydraulic Project Approval, and Army Corps Permits will be required.	0	June 2018

EXHIBIT C: BUDGET

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL MATCH (not required) AMOUNT		MATCH TOTAL	TOTAL (Grant + Match)
		King County WTD WaterWorks Grant	City of Sammamish		
COMMERCIAL SERVICES AND CREW TIME (consultant design)	$175,000	$157,400	48,789	$206,189	$381,189
TOTAL	$175,000	$157,400	$48,789	$206,189	$381,189

City Council Agenda Bill

Meeting Date: **March 21, 2017** Date Submitted: 3/15/2017

Originating Department: City Manager

Clearances:

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

Subject: Establishing Council Committee Charters

Action Required: Adopt Resolution

Exhibits:

1. Resolution with the following Attachments:
    a. Finance Committee Charter
    b. Legislative Committee Charter
    c. Public Safety Committee Charter
    d. Communications Committee Charter
    e. Human Services Committee Charter
    f. Transit Committee Charter
    g. Utility District Coordination Committee Charter
2. 2017 City Council Committee Assignments

Budget: N/A

Summary Statement:
This resolution establishes committee charters for all of the council committees. The charters define the committee purpose and also describe committee responsibilities and limitations.

Background:
At the City Council Retreat in January, the Council assigned an Ad-Hoc Committee to draft a charter for each council committee. Mayor Don Gerend, Deputy Mayor Bob Keller and Jessi Bon met on February 17 and again on February 23 to review the draft committee charters. The draft documents were also reviewed by staff.

City Council reviewed the draft charters at the Study Session on March 6, 2017 and provided additional feedback and suggested edits. All of the recommendations have been incorporated into the final committee charters.

Financial Impact:
N/A

Recommended Motion:
Adopt the resolution establishing council committee charters.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017- 000

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ESTABLISHING COUNCIL COMMITTEE CHARTERS AND SETTING FORTH THE PURPOSE, AUTHORITY AND RESPONSILITIES OF EACH CITY COUNCIL COMMITTEE

WHEREAS, the City of Sammamish is governed by a seven-member City Council; and

WHEREAS, the City Council established certain committees to review and provide recommendations on policy matters to the full City Council; and

WHEREAS, the City Council desires to establish the purpose, authority and responsibilities of each committee via committee charters; and

WHEREAS, the City Council established an Ad-Hoc Committee at the 2017 City Council Retreat to draft committee charters; and

WHEREAS, the Ad-Hoc Committee presented the draft committee charters to the City Council at the Study Session on March 6, 2017;

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

Section 1: Establishment of Committee Charters. The following committee charters are established and attached hereto as Exhibit A:

Standing Committees
Finance Committee
Legislative Committee
Public Safety Committee

Ad-Hoc Committees
Communications Committee
Human Services Committee
Transit Committee
Utility District Coordination Committee

Section 2. Effective Date. This resolution shall take effect immediately upon signing.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF MARCH 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: March 15, 2017
Passed by the City Council:
Resolution No.: R2017-0xx

Exhibit 1.a

Finance Committee Charter

TITLE	**Finance Committee (Standing Committee)**
SCOPE OF WORK	The Finance Committee is responsible for advising the City Council on policy matters concerning the general fiscal and financial operations of the City.
INTERFACES	City Council Finance Department Other City Departments
COMPOSITION	The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year. **<u>2017 Committee Members:</u>** Kathy Huckabay Christie Malchow Tom Odell
MEETINGS	The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. It is anticipated the committee will meet a minimum of four times per year. Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum. It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.
DESCRIPTION OF TASKS	1. Monitor the budget and financial activities through periodic review and discussion of monthly and annual financial reports. 2. Review and provide recommendations to the City Council on potential budget or financial related items (ex: capital plans). This Council Committee opportunity provides time for a more detailed review of specific budget and financial items before they are reviewed by the City Council.

Finance Committee Charter

	3. Review and provide a recommendation to the City Council on the following items: a. Proposed ordinances, resolutions and policies related to the financial operations of the City. b. Policy review for other finance-related work plan items as directed by the City Council. 4. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council. 5. Chair of Finance Committee, along with the Mayor, will participate in the audit exit interview process.
ACCOUNT-ABILITY	Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.
DELIVERABLES	1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City's website. 2. Prepare meeting minutes for inclusion in the council packet materials at the next regular City Council meeting. 3. Provide policy-level recommendations by majority vote or unanimous consent.
APPROVALS/ AUTHORITY	The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee. The committee shall not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.

Finance Committee Charter

RESOURCES NEEDED	City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes. **<u>Staff Members:</u>** Aaron Antin, Finance Director **(Lead Staff)** Lyman Howard, City Manager Other staff as assigned Other individuals, including staff, auditors, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.

Exhibit 1.a

Exhibit 1.b

Legislative Committee Charter

TITLE	**Legislative Committee (Standing Committee)**
SCOPE OF WORK	The Legislative Committee is responsible for advising the City Council on policy matters related to local, regional and federal legislative issues.
INTERFACES	City Council Other Local and Regional Agencies & Partners Other City Departments
COMPOSITION	The committee shall consist of the Mayor, Deputy Mayor and up to one other City Council member, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year. **<u>2017 Committee Members:</u>** Don Gerend Bob Keller Ramiro Valderrama-Aramayo
MEETINGS	The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum. It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.
DESCRIPTION OF TASKS	1. Develop an annual list of legislative priorities for review and approval by the City Council. This includes developing a mechanism to share legislative priorities with the Sammamish community. 2. Prepare recommendations on positions and action for the City Council with respect to County, State and Federal proposed legislation. 3. Identify and recommend opportunities for members of the City Council to participate in organized advocacy efforts.

Legislative Committee Charter

	4. Review resolutions and other written communications and/or recommend other actions regarding legislative issues that may impact the City. 5. Work to build positive relationships with legislators and other elected officials. 6. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
ACCOUNT-ABILITY	Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.
DELIVERABLES	1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City's website. 2. Prepare meeting minutes for inclusion in the packet materials at the next regular City Council meeting. 3. Provide policy-level recommendations by majority vote or unanimous consent.
APPROVALS/ AUTHORITY	The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee. The committee does not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.
RESOURCES NEEDED	City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes. **<u>Staff Members:</u>** Lyman Howard, City Manager **(Lead Staff)** Other staff as assigned Other individuals, including legislators, staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.

Exhibit 1.c

Public Safety Committee Charter

TITLE	**Public Safety Committee (Standing Committee)**
SCOPE OF WORK	The Public Safety Committee is responsible for advising the City Council on policy matters related to public safety, including police, fire, emergency management, municipal court, prosecution and public defense.
INTERFACES	City Council Eastside Fire & Rescue King County Sheriff's Office City Manager's Office/Emergency Management King County District Court Prosecuting Attorney Public Defender Other Local and Regional Agencies & Partners Other City Departments
COMPOSITION	The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year. **2017 Committee Members:** Bob Keller Tom Odell Ramiro Valderrama-Aramayo
MEETINGS	The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum. It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.

Exhibit 1.c

Public Safety Committee Charter

DESCRIPTION OF TASKS	1. Review and provide recommendations to the City Council on the following items: a. Strategic plans related to public safety and emergency management, specifically the goals, policies and objectives of the plan. b. Proposed budget items related to public safety and emergency management functions. c. Proposed ordinances, resolutions and policies related to public safety and emergency management. d. Policy review for other public safety related work plan items as directed by the City Council. 2. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
ACCOUNT-ABILITY	Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.
DELIVERABLES	1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City's website. 2. Prepare meeting minutes for inclusion in the packet materials at the next regular City Council meeting. 3. Provide policy-level recommendations by majority vote or unanimous consent.
APPROVALS/ AUTHORITY	The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee. The Committee shall not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council. Policy matters related to Eastside Fire & Rescue are generally handled by Eastside Fire & Rescue Board Members at the direction of the City Council, but from time to time may be assigned to the committee for review.

Public Safety Committee Charter

RESOURCES NEEDED	City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes. **<u>Staff Members:</u>** Beth Goldberg, Administrative Services Director **(Lead Staff)** Jessi Bon, Deputy City Manager Michelle Bennett, Police Chief (King County Sheriff's Office) Jeff Clark, Fire Chief (Eastside Fire & Rescue) Chris Gianini, Deputy Finance Director Emergency Manager (position currently vacant) Other staff as assigned Other individuals, including staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.

Exhibit 1.c

Exhibit 1.d

Communications Committee Charter

TITLE	**Communications Committee (Ad-Hoc Committee)**
SCOPE OF WORK	The Communications Committee is responsible for advising the City Council on policy matters related to communications activities for the City.
INTERFACES	City Council City Manager's Office/Communications Finance Department/Website and Information Technology Other City Departments
COMPOSITION	The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year. **<u>2017 Committee Members:</u>** Don Gerend Tom Hornish Christie Malchow
MEETINGS	The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum. It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.
DESCRIPTION OF TASKS	1. Review and provide recommendations to the City Council on the following items: a. The Communications Strategic Plan, specifically the goals, policies and objectives of the plan. b. Proposed budget items related to City communications. c. Proposed ordinances, resolutions and policies related to City communications.

Communications Committee Charter

	d. Policy review for other communications work plan items as directed by the City Council. 2. Review the rolling three-month calendar for scheduled public meetings, Virtual Town Halls etc. Coordinate City Council member attendance as needed. 3. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
ACCOUNT-ABILITY	Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.
DELIVERABLES	1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City's website. 2. Prepare meeting minutes for inclusion in the packet materials at the next regular City Council meeting. 3. Provide policy-level recommendations by majority vote or unanimous consent.
APPROVALS/ AUTHORITY	The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee. The committee shall not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.
RESOURCES NEEDED	City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes. **<u>Staff Members:</u>** Tim Larson, Communications Manager **(Lead Staff)** Lyman Howard, City Manager Jessi Bon, Deputy City Manager Aaron Antin, Finance Director Other staff as assigned Other individuals, including staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.

Exhibit 1.e

Human Services Committee Charter

TITLE	**Human Services Committee (Ad-Hoc/Special Purpose Committee)** Committee work is anticipated to conclude by the end of 2017.
SCOPE OF WORK	The Human Services Committee is responsible for advising the City Council on policy matters related to human services, including the human services grant program. The Committee serves as a liaison to the Human Services Task Force.
INTERFACES	City Council Human Services Task Force Administrative Services Department Parks and Recreation Department Other Local and Regional Agencies & Partners Other City Departments
COMPOSITION	The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year. **<u>2017 Committee Members:</u>** Tom Hornish Bob Keller
MEETINGS	The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum. It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.
DESCRIPTION OF TASKS	1. Review and provide recommendations to the City Council on the Human Services grant program to include the following: a. Budget recommendations and funding levels related to the grant program. b. Policies guiding the selection and distribution of grant funds.

Human Services Committee Charter

	2. Review and provide recommendations to the City Council on other matters related to Human Services including the following: a. Strategic plans including needs assessment studies related to human services and specifically the goals, policies and objectives of the plan. b. Proposed budget items related to human services, including recommended funding levels for programs and partnerships (e.g. ARCH etc.) c. Proposed ordinances, resolutions and policies related to human services. d. Policy review for other human services related work plan items as directed by the City Council. 3. Coordinate and collaborate with the staff lead and chairperson(s) of the Human Services Task Force on work plan items. This includes, providing a recommendation on the formation of a Human Services Commission. 4. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
ACCOUNT-ABILITY	Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.
DELIVERABLES	1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City's website. 2. Prepare meeting minutes for inclusion in the packet materials at the next regular City Council meeting. 3. Provide policy-level recommendations by majority vote or unanimous consent.

Human Services Committee Charter

APPROVALS/ AUTHORITY	The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee. The Committee does not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.
RESOURCES NEEDED	City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes. **Staff Members:** Jessi Bon, Deputy City Manager **(Lead Staff)** Angie Feser, Parks & Recreation Director Melonie Anderson, City Clerk Allison Gubata, Community Services Coordinator Other staff as assigned Other individuals, including staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.

Exhibit 1.e

Exhibit 1.f

Transit Committee Charter

TITLE	**Transit Committee (Ad-Hoc Committee)**
SCOPE OF WORK	The Transit Committee is responsible for advising the City Council on policy matters related to transit services in the City.
INTERFACES	City Council King County - Metro Transit King County Regional Transit Committee Eastside Transportation Partnership Sound Transit Other Local and Regional Agencies & Partners Other City Departments
COMPOSITION	The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year. **<u>2017 Committee Members:</u>** Don Gerend Kathy Huckabay Tom Odell
MEETINGS	The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum. It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.
DESCRIPTION OF TASKS	1. Review and provide recommendations to the City Council on policy matters related to the partnership and coordination with regional transit providers to include: a. Strategic planning documents by partner agencies and regional committees, including recommendations on goals, policies and objectives.

Transit Committee Charter

	b. Current and proposed transit-related legislation. c. Budget recommendations related to transit services. d. Review of alternative transportation service programs. e. Proposed ordinances, resolutions and policies related to transit services. f. Policy review for other transit-related work plan items as directed by the City Council. 2. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
ACCOUNT-ABILITY	Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.
DELIVERABLES	1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City's website. 2. Prepare meeting minutes for inclusion in the packet materials at the next regular City Council meeting. 3. Provide policy-level recommendations by majority vote or unanimous consent.
APPROVALS/ AUTHORITY	The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee. The Committee does not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.

Transit Committee Charter

RESOURCES NEEDED	City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes. **<u>Staff Members:</u>** Cheryl Paston, Deputy Public Works Director **(Lead Staff)** Lyman Howard, City Manager Jessi Bon, Deputy City Manager Steve Leniszewski, Public Works Director Other staff as assigned Other individuals, including staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.

Exhibit 1.f

Exhibit 1.g

Utility District Coordination Committee Charter

TITLE	**Utility District Coordination Committee (Ad-Hoc Committee)**
SCOPE OF WORK	The Utility District Coordination Committee is responsible for advising the City Council on policy matters related to coordination of services with the local utility districts.
INTERFACES	City Council Sammamish Plateau Water NE Sammamish Water & Sewer Utility District Other Local and Regional Agencies & Partners Other City Departments
COMPOSITION	The committee shall consist of up to three City Council members, and they shall serve at the discretion of the City Council. A chairperson will be selected at the first committee meeting of the year. **<u>2017 Committee Members:</u>** Don Gerend Bob Keller Ramiro Valderrama-Aramayo
MEETINGS	The committee shall meet at such times as necessary to complete the tasks described below. The chairperson will work directly with the staff lead to set agendas and confirm meeting dates, times and locations. Members of the committee are expected to attend each committee meeting, in person or via teleconference. A majority of the committee members present or participating through teleconference shall constitute a quorum. It is a standard practice that all committee meetings will be formally noticed. On occasion, it may be necessary to schedule committee meetings on short notice. It may also be necessary to hold committee meetings off-site to support local and regional coordination efforts. Under these circumstances, it may not be possible to formally notice the committee meeting.
DESCRIPTION OF TASKS	1. Review and provide recommendations to the City Council on policy matters related to the partnership and coordination with local utility districts, to include the following: a. Proposed ordinances, resolutions and policies related to utility services (i.e. Interlocal Agreements, Franchise Agreements etc.) b. Policy review for other utility-related work plan items as directed by the City Council.

Utility District Coordination Committee Charter

	2. Accomplish assigned tasks per the timelines established in the annual work plans and/or as directed by the City Council.
ACCOUNT-ABILITY	Committee direction (tasks, changes in tasks, timelines for completion, reporting etc.) is provided by the City Council.
DELIVERABLES	1. Publish a meeting agenda at least three (3) business days prior to the scheduled committee meeting for delivery to all committee members and to be posted to the City's website. 2. Prepare meeting minutes for inclusion in the packet materials at the next regular City Council meeting. 3. Provide policy-level recommendations by majority vote or unanimous consent.
APPROVALS/ AUTHORITY	The committee serves in an advisory capacity to the City Council. The City Council reviews and approves all policy recommendations provided by the committee. The Committee does not direct significant staff work, nor is the committee authorized to commit any funds of the City without approval from the City Council.
RESOURCES NEEDED	City staff shall provide administrative support to the committee to include preparation of committee agendas, support materials and meeting minutes. **<u>Staff Members:</u>** Lyman Howard, City Manager **(Lead Staff)** Steve Leniszewski, Public Works Director Other staff as assigned Other individuals, including staff, consultants and/or technical experts may be invited to attend meetings to provide pertinent information, as necessary.

Exhibit 2

City Council Committees 2017

Updated: March 21, 2017

Standing Committees:

Finance Committee
- Kathleen Huckabay
- Christie Malchow
- Tom Odell

Legislative Committee
- Don Gerend
- Bob Keller
- Ramiro Valderrama-Aramayo

Public Safety Committee
- Bob Keller
- Tom Odell
- Ramiro Valderrama-Aramayo

Ad-Hoc Committees:

Communications Committee
- Don Gerend
- Tom Hornish
- Christie Malchow

Human Services Committee (Special Purpose Committee, ending 12/17)
- Bob Keller
- Tom Hornish

Transit Committee
- Don Gerend
- Kathy Huckabay
- Tom Odell

Utility District Coordination Committee
- Don Gerend
- Bob Keller
- Ramiro Valderrama-Aramayo

2017 Regional Committees:

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

Salmon Recovery Council WRIA 8 - Water Resource Inventory Area (meets monthly)
- Tom Odell
- Don Gerend (alternate)

Sound Cities Association PIC (meets monthly)
- Christie Malchow
- Bob Keller (alternate)

YMCA Local Board Liaison
- Staff serving in this capacity

SCA King County Flood Control District Advisory Committee
- Tom Odell – Alternate Member

SCA Domestic Violence Initiative Regional Task Force
- Christie Malchow - Alternate Member

City Council Agenda Bill

Meeting Date: **March 21, 2017** Date Submitted: 3/15/2017

Originating Department: Parks and Recreation

Clearances:

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

Subject: Health & Human Services Needs Assessment Contract

Action Required: Authorize the City Manager to sign a contract with BERK to complete the 2017 Health & Human Services Needs Assessment.

Exhibits: 1. Consultant Services Contract & Scope of Work

Budget: $100,000 was allocated in the 2017-2018 budget to complete a Health & Human Services Needs Assessment.

Summary Statement:

This is a contract for the Health & Human Services Needs Assessment (Needs Assessment), a project that was approved in the 2017-18 budget. This is the first time the City has undertaken a community-wide health and human services planning effort.

The Needs Assessment will identify the human service needs in the Sammamish community, resources available to residents and the resulting service gaps in Sammamish. We will use the priorities and recommendations identified in the Needs Assessment to guide short-and medium-term decision-making through the budget process, work plans and other mechanisms.

Background:

In early 2015, the City Council and staff began discussing the possibility of completing the City's first Needs Assessment. In February 2016 at a Study Session, the City Council discussed the option of completing a Needs Assessment and ultimately deferred the decision to the Human Services Committee for further discussion. In mid-2016 the Human Services Task Force was formed and one of their recommendations was to fund a Needs Assessment. The Human Services Ad-Hoc Committee, upon receiving the recommendation from the Task Force, included funding for a Needs Assessment in their budget recommendation to the full City Council. The funding for the Needs Assessment was approved as part of the 2017-18 budget.

A Request for Qualifications was issued in January 2017. The City received five proposals. City staff and the Human Services Task Force evaluated the applicants, narrowing the list to three finalists. Interviews were conducted on January 25. BERK was selected as the most qualified consultant based on their proposal, the interview, reference checks and their overall experience with work of a similar nature.

General Project Scope of Work:
The major tasks and anticipated timelines for this project are as follows. A more detailed task and deliverable schedule is available in the attached contract Scope of Work.

1. Project Management (April-December)
   This involves ongoing coordination and communication throughout the project and includes the project kick off meeting.

2. Data Analysis & Information Gathering (April – August)
   This step entails developing a community profile and an inventory. The community project will gather demographic, economic, social and health data to better understand potential health and human services needs tin Sammamish. The consultant will inventory health and human services providers that deliver services to Sammamish residents using phone interviews and publicly available data. These findings will be provided to the council in a briefing scheduled in later this year.

3. Public Involvement (April - November)
   This work occurs in three phases and includes meetings with the City's Human Services Ad-hoc Committee and Task Force as well as developing and implementing a diverse Stakeholder Strategy. Four meetings are scheduled with the Task Force to cover public engagement strategies, community profile and inventory review, policy direction and development in joint council meeting as well as review preliminary Needs Assessment and Implementation Strategy. The Stakeholder Strategy will identify and develop strategies to connect with hard to reach groups including outreach to youth, persons of low income and diverse communities.

   During Phase 1, engagement includes outreach to the community about the Needs Assessment and gathering information to better understand Sammamish's community needs. In Phase 2, the results of the community profile and inventory will be shared with the community to verify results and raise awareness of community needs. Phase 3 will seek input from the community on the draft Needs Assessment and Implementation Strategy.

4. Assessment Development (July – December)
   This component consists of policy development and the finalization of the Needs Assessment and Implementation Strategy. The consultant will synthesize information collected in tasks 2 and 3 (listed above) to help the City establish human services priorities

and develop a mission and vision statement. In addition, the City's Human Services grant program will be evaluated for effectiveness and criteria improvement, if warranted.

The draft Needs Assessment will be compiled from all the preceding work. The consultant will provide a summary presentation to the City Council and incorporate feedback into the final City of Sammamish Needs Assessment.

Financial Impact:
A total of $100,000 was approved in the 2017-18 budget for the Needs Assessment Project. The total contract amount is $69,840 plus a 10% contingency.

Recommended Motion:
Authorize the City Manager to execute this contract with BERK in the amount of $69,840 for consultant services for the Needs Assessment and authorize an additional 10% contingency (total authorization not-to-exceed $76,824) for any additional services, if needed.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: BERK

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and BERK, 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 $69,840

   ___ 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

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.** 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 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, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. 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 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.

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.

Exhibit 1

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 Parks & Recreation Director
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0580

Notices to the Consultant shall be sent to the following address:

Company Name	BERK
Contact Name	Erika Rhett
Street Address	2025 First Avenue
City, State Zip	Seattle, WA 98121
Phone Number	206-324-8760
Email	Erika@berkconsulting.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: Lyman Howard	Print Name: Allegra Calder
Title: City Manager	Title: Principal
Date:_____	Date: 3/16/17
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

Revised 6/2016

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

CITY OF SAMMAMISH HEALTH & HUMAN SERVICES NEEDS ASSESSMENT

SCOPE OF WORK

Task 1: Kick off Meeting and Ongoing Project Management

BERK will conduct a kick-off meeting with the project team to build a common understanding of desired project outcomes and how we will work together to ensure success. At this meeting we will review the project schedule, identify critical components of the Needs Assessment, and agree on preferences for communicating among city and consultant team members.

This meeting will feature a substantive discussion of the information needed to make informed recommendations for prioritizing human services funding and support. We will discuss community member and stakeholder engagement, the effective and efficient use of the Ad-Hoc Committee and Task Force, and the form and content of the recommendations to be developed.

Erika Rhett, as project manager, will communicate with the City lead, Allison Gubata, on an ongoing basis.

There are no deliverables for Task 1.

Task 2A: Community Profile

The objective of the community profile is to gather demographic, economic, social, and health data to better understand potential health and human services needs in Sammamish. While information and analysis needs will be finalized collaboratively at the kick-off meeting, we anticipate the assessment will include:

- Some updates to population and demographic characteristics included in the City's Comprehensive Plan to reflect changes resulting from recent annexations and using more recent data.
- Census data on place of birth to better understand the diverse population of the city.
- Updated information on housing supply, quality, household size, and cost burden.
- Access to care, health risk factors, and chronic disease incidence.
- Commute patterns, specifically where those working in Sammamish are coming from.
- Other variables. We will identify additional data sources to demonstrate current community conditions at the kick-off. These may include data related to public safety, education, or other topics.
- Qualitative interviews with staff and stakeholders in Sammamish to understand needs or challenges we may be unable to explore with quantitative data.

Task 2B: Inventory

BERK will inventory health and human service providers that deliver services to Sammamish residents through a series of phone interviews and publicly available data on provider location. This provides both an opportunity to collect key data as well as an opportunity to discover community contacts, local leaders, and alternate resources that can be used for public engagement and implementation.

BERK will contact human services and Community Development Block Grant coordinators throughout the Eastside to collect information about funding priorities and gaps, identify opportunities for partnership, and explore potential areas for coordination.

For Tasks 2a and 2b BERK will gather quantitative and locational data from a variety of available sources and conduct 12-18 qualitative interviews by phone (approximately 4-6 with stakeholders, 3-4 with coordinators, and 5-8 with providers). City staff will provide guidance on information needs and sources for interviews. Community profile and inventory information will be presented to Council and delivered in Phase 2 materials as part of Task 3 and in the Needs Assessment in Task 5. There will be no separate deliverable for Task 2.

Task 3: Public Involvement

Human Services Ad-hoc Committee and Task Force

The Task Force is an important resource of community members with backgrounds in human services and related fields. Their experience and connections will help guide the project. For each task they will be used as a resource and sounding board throughout the project. BERK anticipates meeting with the Task Force four times:

- Task Force kick-off to discuss the overall project and public engagement strategies (Task 1).
- Community profile and inventory review to present preliminary results and gather input on policy direction (Task 2).
- Policy development workshop held jointly with Council to review draft policies and vision and mission statements, and to gather input on the grant program (Task 4).
- Review of preliminary Needs Assessment and Implementation Strategy concurrent with staff review to gather input prior to release to the public (Task 5).

For each of the meetings, BERK will lead a discussion with the Task Force, prepare a packet of materials for Task Force review prior to the meeting, and prepare a meeting presentation. City staff will prepare meeting agendas, print, and distribute materials.

Deliverables: four meeting packets and four presentations.

Diverse Stakeholder Strategy

The objective of the Diverse Stakeholder Strategy is to identify potentially hard to reach groups and the strategies that will be used to engage them in the development of the needs analysis. This will include outreach to youth, persons of low income, and diverse communities. Input on outreach approaches will be collected at the kick-off meeting and at the first meeting with the Task Force.

The Diverse Stakeholder Strategy will identify outreach and engagement methods to be used for targeted groups at each phase of public involvement, along with City and consultant roles in supporting the outreach. In general, BERK will prepare engagement materials, City Staff will manage event logistics and BERK and City staff will work up to six engagement events together. Engagement methods that may be appropriate for diverse stakeholder groups could include attendance at a community event, conducting focus groups, holding a special event in a target neighborhood, religious facility, or school, conducting short interviews, or collecting anonymous surveys. The City would be responsible for translation of materials or interpretation if needed for engagement with diverse communities.

Deliverables: A Diverse Stakeholder Memo outlining a strategy for outreach.

Phase 1

During the first phase, engagement will include outreach to the community about the Needs Assessment and gathering information to better understand community needs.

In addition to any targeted outreach identified in the Diverse Stakeholder Strategy, general outreach will go through established City communication channels, including social media, regularly scheduled newsletters or email blasts, press releases, and posters or postcards in community facilities and gathering spaces. Messaging for Phase 1 will focus on providing information about the Needs Assessment, generating interest in the process, and promoting ways to participate. BERK will prepare message content for all communication channels and a schedule for social media posts. City staff will publish, print, and post all physical and digital materials.

Phase 1 engagement is designed to collect information to better understand community needs. This will involve the staff and stakeholder interviews outlined in Task 2, targeted engagement with each of the diverse stakeholders identified in the Diverse Stakeholder Strategy above, and use of the Virtual Town Hall to collect survey information from the general public. The combination of these strategies is designed to engage a variety of people in Sammamish. The Virtual Town Hall will capture survey information from a broad cross section of the community. High touch methods of engagement employed through the Diverse Stakeholder Strategy will capture additional qualitative information that will improve our understanding of Sammamish's needs.

BERK will be responsible for preparing engagement materials and the online survey for the Virtual Town Hall. A draft of the survey and the materials will be reviewed by city staff prior to finalization. City staff will be responsible for securing meeting locations and logistics for any events that occur. BERK will collect input gathered during Phase 1 and integrate it into the draft Needs Analysis.

Because the survey is asking about *perception* of community needs rather than willingness to pay to address needs, we are not proposing a statistically valid survey. A statistically valid survey would add about $30,000 to the overall budget and would supply information on an individual's own needs or perception of needs in the community. Many residents will have little information on the needs of others in the community so we propose using service providers and community organizations as a way to learn more about needs.

Deliverables: Electronic copy of draft and final outreach materials including a short blurb for a newsletter or email, press release, project poster or postcard, and schedule of social media messages for outreach. Draft and final online survey for the Virtual Town Hall.

Phase 2

In this phase, BERK and the City will report the results of the community profile and inventory to the community. This will be done through the City of Sammamish website. The purpose of the engagement is to verify the results with the public and raise awareness of community needs. BERK will prepare materials to post on the website and comments can be sent by email or post. BERK will integrate comments from Phase 2 into the Needs Analysis.

Outreach to support Phase 2 will include notifications sent to Phase 1 participants by email, social media, and a press release. Specific outreach strategies from the Diverse Stakeholder Strategy will also be applied. Messaging will continue to raise awareness about the Needs Assessment and encourage participants to review results online. BERK will prepare the content of all outreach messages and a schedule for social media posts. The City will produce and distribute all outreach messages.

Deliverables: Electronic copy of draft and final outreach materials including a press release, schedule of social media messages, and sample emails to past participants. Draft and final copy of online materials.

Phase 3

The final engagement phase will ask the community for input on the Needs Assessment and Implementation Strategy. The objective of collecting input is to verify policy direction and build community support for implementation. This will be accomplished through a community open house, potentially held as part of another community event, posting of materials to the City's website, and specific engagement identified in the Diverse Stakeholder Strategy. BERK will prepare one set of engagement materials that can be adapted for use online or in person. BERK will integrate collected comments into the draft and City staff will set meeting location and manage logistics for in-person meetings, and will manage and collect any electronic comments.

In addition to any targeted outreach identified in the Diverse Stakeholder Strategy, general outreach will go through established City channels, including social media, regularly scheduled newsletters or email blasts, press releases, and emails to past participants. Messaging for Phase 3 will promote ways to participate and seek community comment and support. BERK will prepare message content for all communication channels and a schedule for social media posts. City staff will publish, print, and post all physical and digital materials.

Deliverables: Electronic copy of draft and final outreach materials including a press release, schedule of social media messages, and sample emails for past participants. A draft and final copy of one set of engagement materials, adapted across platforms.

Task 4: Policy Development

The objective of this task is to develop policy direction that will guide the implementation strategy in Task 5. BERK will synthesize the information collected in Tasks 2 and 3 to help the City identify priority needs and develop a mission and vision statement. With this information, we will evaluate the grant program and develop recommendations to maximize the effectiveness of the program, and improve the process criteria, if warranted. As part of this task, we will also identify any instances where City policies are not aligned for discussion at the workshop (see below).

BERK will hold a workshop with City staff, Council, and the Task Force to develop clear, actionable goals and strategic policies with a strong link to implementation. Information collected at the workshop will be integrated into the draft Needs Assessment.

Deliverables: Policy development memo and workshop materials.

Task 5: Needs Assessment and Implementation Strategy

BERK will compile all data, findings, and feedback gathered into a Draft Needs Assessment. This will document the approach and data sources used, and summarize the data analysis and service assessment findings. It will also include the newly developed mission and vision for the City's provision of services, along with the goals and policies.

The final Implementation Strategy will demonstrate how the City will manage from the Needs Assessment during the next three to five years. Sammamish will use the priorities and recommendations in the Assessment to guide short- and medium-term decision-making through its budget process, work plans, and other mechanisms.

A preliminary version will be shared with staff and the Task Force for review and comment before a revised Draft is shared more broadly with other stakeholders. BERK will develop and deliver a summary presentation to City Council and incorporate stakeholder, staff and Council feedback into the Final City of Sammamish Needs Assessment. City staff will review and provide a consolidated set of comments on the Draft materials.

Deliverables: preliminary Draft, public review Draft, Final Needs Assessment and Implementation Strategy, and presentation to Council.

Exhibit 1

Project Schedule

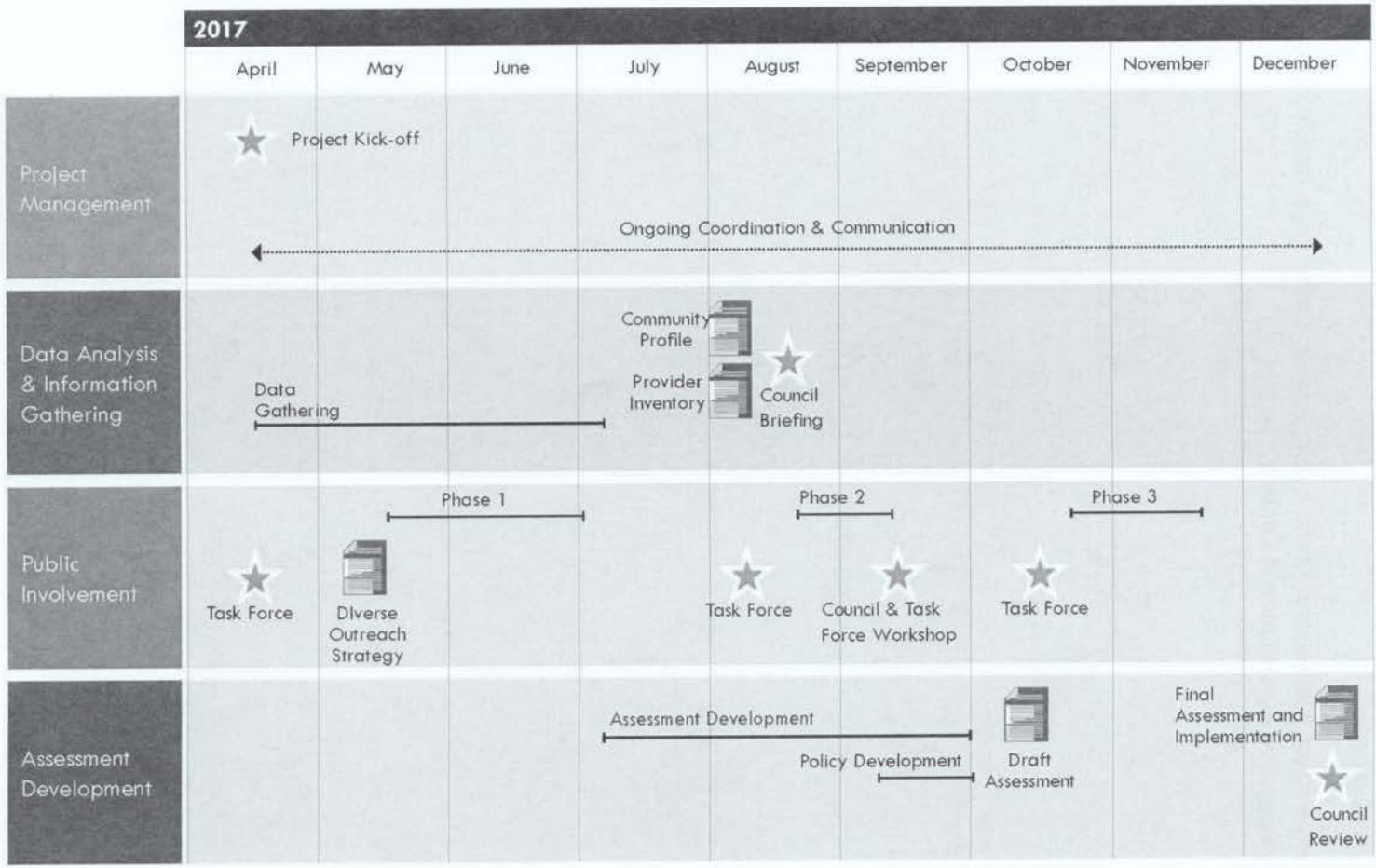


Exhibit 1

BERK Consulting						
BUDGET	A. Calder, Principal	E. Rhett, PM	K. Maidt, Analyst	J. Tippins, Outreach	Project Support	Total Hours and Estimated Cost by Task
2016 Hourly Rate	$250	$150	$125	$125	$90	
Task 1: Project Kick-off						
Kick Off	2	3	2	2		
Ongoing PM		30				
Subtotal	2	33	2	2	0	39 $5,950
Task 2:Profile and Inventory						
Quantitative collection and analysis			35		26	
Interviews	6	32	32		10	
Other research					10	
Materials	4	6	16		10	
Council Presentation	4		4			
Subtotal	14	38	87	0	56	195 $25,115
Task 3:Outreach						
Plan	2	3		8		
Materials, media strategy,				40	6	
Events		36	4	36	4	
Committee Meetings		12	12			
Subtotal	2	51	16	84	10	163 $21,550
Task 4: Policy Development						
Workshop - Priorities, Mission, Vision	4	6	6			
Grant recommendations		4	4			
Policies	4	8				
Subtotal	8	18	10	0	0	36 $5,950
Task 5: Needs Assessment and Implementation Strategy						
Assessment		10	15	6	10	
Implementation Strategy	4	15	8			
Council Presentation	4	4				
Subtotal	8	29	23	6	10	76 $10,875
Total Estimated Hours	34	169	138	92	76	509
Cost (Hours*Rate)	**$8,500**	**$25,350**	**$17,250**	**$11,500**	**$6,840**	$69,440

Subtotal Consultant Cost	$69,440
Project Expenses at <1% of budget	$400
Estimated Project Total	$69,840

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:

_____ 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 1

City Council Agenda Bill

Meeting Date: **March 21, 2017** Date Submitted: 3/15/2017

Originating Department: Parks and Recreation

Clearances:

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

Subject: Reard/Freed House Lease Amendment

Action Required: Authorize the City Manager to sign the amended lease

Exhibits: 1. Amended Lease

Budget: Not Applicable

Background: The Sammamish Heritage Society is a non-profit (501.c.3) organization established to preserve the history and heritage of Sammamish. The organization is run entirely by dedicated volunteers and is funded by donations, grants and City contributions.

The Society has completed exterior painting and other restoration work on the Reard/Freed House, which is owned by the City and located on Big Rock Park Parcel B. Parcel B was recently donated by Mary Pigott to the City of Sammamish, with the transfer occurring in January of this year. The Society has received two grants, a King County 4Culture grant and a State of Washington Heritage Capital Funds grant for additional restoration efforts, including construction of a porch and installation of electrical, HVAC, plumbing and insulation at the house. The State Heritage funds are only available for work completed by a June 30, 2017 deadline.

A lease agreement between the City and the Sammamish Heritage Society (C2014-119), signed in March of 2014, allows the Heritage Society access to the Reard/Freed House in order to complete the restoration work.

In order to access the State Heritage grant funds, the State requires that the current lease term be extended. In addition to the term extension, the lease has also been amended to recognize the change in ownership of the property.

The amended lease will allow the Heritage Society to fulfill grant requirements, and complete construction of the porch, electrical, HVAC and insulation work prior to expiration of the State grant funds availability in June.

Recommended Motion: Authorize the City Manager to sign the amended lease.

Exhibit 1

Amended Lease for Reard/Freed House

This AMENDED LEASE ("Amended Lease") is entered into on the last date signed below by and between the City of Sammamish, Washington (hereafter "the City") and the Sammamish Heritage Society (hereafter "the Society"), a Washington nonprofit corporation, and amends and fully supersedes the Lease for Reard/Freed House last executed by the parties on March 13, 2014.

THE PARTIES hereby agree as follows:

Section 1. Description of the Property and Rights to Use the Property.

A. The City is the owner of the Reard/Freed house ("the House"), a structure of historic significance for the City.

B. The House is located at 1516 220th Ave SE, Sammamish, Washington (the "Site"). The Site is depicted in the Exhibit Map attached as Exhibit A.

C. The Society wishes to undertake the restoration of the House and, thereafter, make use of it for historic and cultural purposes.

Section 2. Purpose and Permitted Use.

A. The purpose of this Amended Lease is to allow the Society to improve and renovate the House. The Society desires to use the House as a historic and cultural resource for the citizens of Sammamish. The Lease for Reard/Freed House last executed by the parties on March 13, 2014 is terminated and shall be of no force or effect.

B. The permitted uses of the Site under this Amended Lease shall be constructing, reconstructing, assembling, stabilizing, improving, maintaining, repairing, and enhancing the House, and for no other purpose, without prior approval by the City.

C. The public use and operating policies of the House are to be consistent with the recommendations in the Big Rock Park Master Plan as adopted or amended by the City.

Section 3. Term.

A. The term of this Amended Lease shall be from the date of execution until December 31, 2030, and may be renewed as described in Subsection B, below.

B. Unless the City gives written notice to the Society that a renewal will be required at least sixty (60) days prior to the end of the Amended Lease Term set forth in

Subsection A, above, renewal will occur automatically on a year-to-year basis at the end of the Amended Lease Term.

Section 4. Compensation to the City. Rent for the term of this Amended Lease shall be $1.00 and other valuable consideration acknowledged by the parties.

Section 5. Tenant Improvement and Maintenance Obligations.

A. The House shall be deemed leased "as is." The Society has inspected the House, is familiar with the present condition of the House, and agrees to accept the House in the current condition.

B. Subject to the provisions of this Agreement, the Society shall design and implement a renovation of the House. All work performed by the Society in, on, or about the House shall be subject to prior written review and approval of the City. The Society shall submit for all work requests in writing, via email, to the Parks Project Manager and Parks Administrative Assistant, or such email address as the City may subsequently provide the Society.

C. The renovation of the House shall be at the sole cost and expense of the Society, except as otherwise agreed to by the City in writing.

D. The Society shall obtain all permits that may be necessary to perform such work and all work shall be performed in a good and workmanlike manner.

E. Before commencing work upon the House, the Society shall obtain a Certificate of Appropriateness from the King County Landmark Commission.

F. The Society shall be responsible for all volunteers providing work or services related to this Amended Lease and for meeting any requirements imposed by the State of Washington including the Department of Labor and Industries.

G. It is the Owner's desire that the House not be unsightly or unsafe. The Society shall keep the House and the immediate premises neat, clean and in a sanitary condition.

H. The Society shall maintain in good condition and repair the structural components and systems and the exterior components of the House which include, but are not limited to, the roof, exterior walls, foundation, beams, siding, stairs, exterior painting, porch, and all load bearing members. The Society shall also maintain the mechanical, electrical and plumbing systems of the Site (once installed).

I. Once renovations are complete, the Society is responsible for daily maintenance and repair of the interior of the House. The Society's janitorial and routine maintenance responsibilities shall include timely repair or replacement of interior light fixtures or bulbs, electrical switches or controls; and interior and exterior cleaning of windows; and repair of any damage caused by use of the Site premises

by the Society.

J. In the event that the House is destroyed or damaged to such an extent that the City, in its sole discretion, decides that it is not economically feasible to restore the same, then the City may terminate the Amended Lease, as of the date of the damage or destruction, by giving the Society written notice to that effect.

Section 6. City Obligations.

A. As deemed appropriate by the City, the City shall provide and maintain temporary or permanent fencing around the perimeter of the Site to limit general access to the Site.

B. The house is not currently connected to utilities. The City agrees to provide a temporary water source as available to the Site by means of a garden hose, and to provide a temporary source of electricity to the Site by means of a heavy duty, electrical extension cord. Should these temporary utilities be determined to be unsafe or not code compliant for the use to which they are being made, the City may terminate the temporary water and electric services, and will have no further obligation to provide the same.

C. The City shall maintain the grounds of the Site in an attractive, safe and clean condition.

D. In the event of an emergency, the City or others acting on its behalf, may commence such repair and emergency work as required under the circumstances if the Society is unable to do so, provided that the City shall notify the Society as promptly as possible before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable. The City is under no obligation to perform such emergency work and performs the same at its sole discretion.

Section 7. Access to the Site.

A. Society Access. The Society agrees to abide by the following terms:

1. Ingress and egress shall be limited to the existing gravel driveway located between the Site and 220th Avenue Southeast as located at the southwest corner of King County tax parcel no. 0424069019.

2. The Society is only allowed access to the Site after having given the City prior notice as follows: (i) at least twenty-four (24) hours in advance of access, the Society shall send notice, via email, to the Parks Project Manager and Parks Administrative Assistant, or such email address as the City may subsequently provide the Society; and (ii) the Society will wait to access the Site until it receives approval from the City.

3. Access shall be only at such times as approved by the City, and the Society may not access the Site with more than three (3) vehicles in any one day, unless otherwise approved by City for special events such as work parties or for construction vehicles and deliveries.

B. Public Access.

1. The Site will be a City park, and will be opened to the general public once the City has completed planning and improvements necessary to accommodate general public access. At that time, public access to the exterior of the structure and related interpretive signage will be available to the public during regular park hours.

2. Until such time as the Site is opened to the general public during regular park hours, public access to the Site shall be limited to guided walks to view the exterior of the building and interpretive signage, work parties and similar events. The schedule and specifics of public access (e.g. event, parking, schedule, etc.) are to be approved by the City in advance.

Section 8. Damage to Property. Neither the Society, nor any person acting on the Society's behalf, shall take any action or permit any action to be done which may impair or damage the Site or Owner's Property in general.

Section 9. Relocation or Removal of House. In the event that the Society fails to comply with the terms and conditions of this Amended Lease, then within 60 days following written notice from the City, the Society shall temporarily or permanently remove, relocate, demolish, change or alter the position of the House, repairs to the House, and/or materials and equipment placed upon the Site, as directed by the City.

Section 10. Damage to Site. Unless caused by the negligent, willful, or intentional acts of the City, the City shall not be liable for any damage or loss to persons or property occurring on the Site.

Section 11. Insurance. The Society shall procure and maintain for the duration of the term of this Amended Lease insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Society's operation and use of the Site. The Society's maintenance of insurance as required by the Amended Lease shall not be construed to limit the liability of the Society to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A Minimum Scope of Insurance.
The Society shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and

shall cover premises and contractual liability. The City shall be named as an insured on the Society's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

2. Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance.
The Society shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Society's property and improvements with no coinsurance provisions.

C. Other Insurance Provisions.
The Society's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Society's insurance and shall not contribute with it.

D. Acceptability of Insurers.
Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage.
Within ten (10) days of execution of the Amended Lease, the Society 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 Society.

F. Waiver of Subrogation.
The Society and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

G. City's Property Insurance.

City shall purchase and maintain during the term of this Amended Lease all-risk property insurance covering the Site for the full replacement value without any coinsurance provisions.

H. Notice of Cancellation.
The Society shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance.
Failure on the part of the Society to maintain the insurance as required shall constitute a material breach of this Amended Lease, upon which the City may, after giving five business days' notice to the Society to correct the breach, terminate the Amended Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand by the Society.

Section 12. General Indemnification. The Society shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Society's use of the Site, or from the conduct of Society's business, or from any activity, work or thing done, permitted, or suffered by the Society in or about the Site, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Section 13. Assignments or Transfers. This Amended Lease shall run with the property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. The Society shall not assign or transfer this Amended Lease or sublet all or any portion of the leased premises without the prior written consent of the City.

Section 14. Signs. Any signs or symbols placed on the Site by the Society shall be subject to the prior written approval of the City. Any signs or symbols placed upon the Site shall be placed with the understanding and agreement that the Society may be required to remove the same at the termination of this Amended Lease and repair any resulting damage or injury to the Site, if any.

Section 15. Termination.

A. Either party may terminate or suspend this Amended Lease at any time, with or without cause, upon sixty (60) days prior written notice.

B. This Amended Lease may be canceled immediately if the Society's insurance coverage is canceled for any reason.

Section 16. Non-Severability. Each term and condition of this Amended Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Amended Lease are not severable. If any section, sentence, clause or phrase of this Amended Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Amended Lease shall terminate unless suitable replacement terms can be agreed upon by the parties.

Section 17. Merger. This Amended Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein. This Amended Lease supersedes previously executed lease terms and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Amended Lease.

CITY OF SAMMAMISH

By: _____
Lyman Howard, City Manager
Date: _____

SAMMAMISH HERITAGE SOCIETY

By: Eirlys Vanderhoff
President
Date: 3/14/17

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

APPROVED AS TO FORM:

By: _____
Michael R. Kenyon, City Attorney

Exhibit 1

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the City Manager of the City of Sammamish, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____
Signature

_____
Print Name
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

Exhibit 1

Notary Public
State of Washington
LEANNE GANN
MY COMMISSION EXPIRES
March 31, 2019

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 14th day of March, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared EIRLYS VANDERHOFF, known to me to be the PRESIDENT of the Sammamish Heritage Society, Washington nonprofit corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Sammamish Heritage Society for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

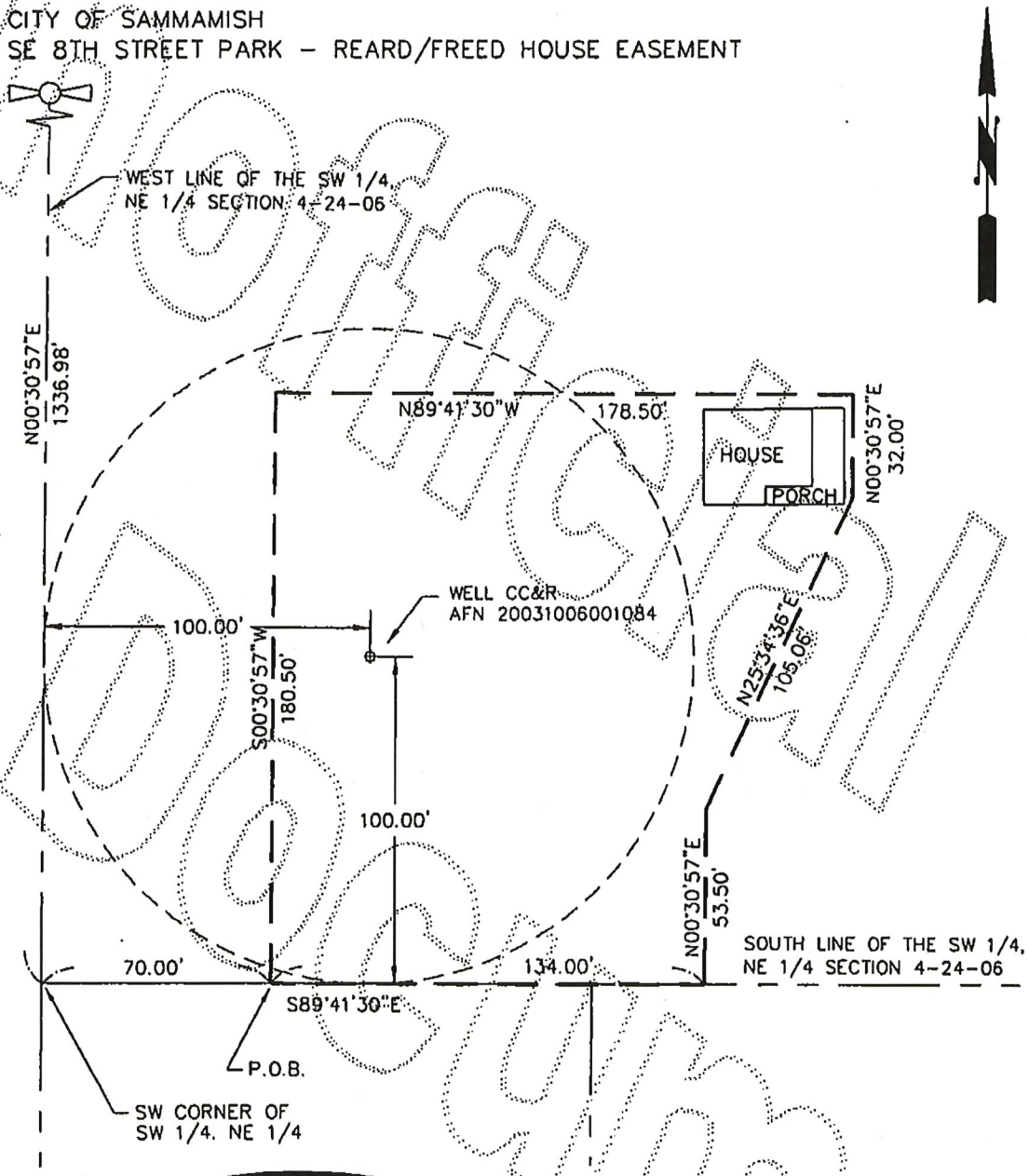
Leanne Gann
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at Auburn
My commission expires March 31st 2019

Exhibit A
Exhibit 1

EXHIBIT MAP

CITY OF SAMMAMISH
SE 8TH STREET PARK – REARD/FREED HOUSE EASEMENT



PACE
An Engineering Services Company

11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey
paceengrs.com

SCALE: 1" = 50' FILE: \11407-09-EXHIBIT.DWG DATE: 02/20/12 BY: FW PROJ. NO.: 11407.10.09

City Council Agenda Bill

Meeting Date: **March 21, 2017** **Date Submitted**: **March 15, 2017**

Originating Department: Public Works

Clearances:

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

Subject: **2016 Pavement Overlay**

Action Required: Amend agreement with KBA Inc. for the 2016 Pavement Overlay to cover overage for weather delays

Exhibits: Supplemental Agreement

Budget: $150,500 from Original Contract

Summary Statement:

The City of Sammamish desires to amend the agreement with KBA Inc. for engineering inspection services contract on the 2016 Pavement Overlay, effective November 1 2016.

Background:

Rain and colder temperatures in late September and October delayed the completion of the 2016 pavement overlay. Additional consultant time was needed due to weather delays. A contract extension in the amount of $9,404.63, over the original total contract amount of 150,000.00, is required to close the contract out for 2016.

Recommended Motion:

An approved Supplemental Agreement would modify the original contract amount of $150,500.00 to $159,904.63 and close out the 2016 construction management contract with KBA Inc.

Exhibit 1

SUPPLEMENTAL AGREEMENT

Amendment Number: 1	Date: February 1, 2017
Project: 2016 Pavement Overlay	City Project number: N/A
Consultant: KBA Inc.	Contract Number: C2016-158

The City of Sammamish desires to amend the agreement with KBA Inc. for the 2016 Pavement Overlay, effective November 1 2016. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

- Rainy weather and colder temperatures starting in late September delayed the completion of the 2016 pavement overlay and additional consultant time was needed due to weather delays. A contract extension of $9,404.63 amount over the original total contract amount is required to close the contract out for 2016.

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
$150,500.00	**$150,500.00**	**$9,404.63**	**$159,904.63**

KBA Inc.	2-2-17 Date	Approved: City of Sammamish	Date

Exhibit 1

STUDY SESSION NOTES

Study Session

March 6, 2017

Mayor opened the study session of the Sammamish City Council at 4:30 p.m.

Public Comment

*This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization***.**

Mary Wictor, 408 208th Ave NE, spoke about Public Comments at Council Meetings

Ella Moore, 290 NE Alder St, Issaquah, gave a brief overview of the Sammamish Heritage Society presentation.

Rosemary Carroll, 20814 E 26-Pl, spoke regarding the Sammamish Heritage Society and the work she and her husband do.

Topics

- **Presentation:** Sammamish Heritage Society Funding Request
  Angie Fesser, Director of Parks and Recreation introduced Steve Thuse, with the Sammamish Heritage Society, who gave an update on the Heritage Society and showed a presentation *(available on the Sammamish website at www.sammamish.us)*

  Discussion: Zackuse Creek Project Update
  Steve Leniszewski, Director of Public Works and Andrew Zagars, City Engineer gave a staff update and showed a presentation *(available on the Sammamish website at www.sammamish.us)* Steve Lewis, Lochner Engineering assisted with the discussion.

- **Discussion:** Issaquah-Fall City Road Communications Plan
  Steve Leniszewski, Director of Public Works and Andrew Zagars, City Engineer gave a staff update and showed a presentation *(available on the Sammamish website at www.sammamish.us)*

- **Discussion:** Council Committee Charters
  Jessi Bon, Deputy City Manager, gave a staff update and showed a presentation *(available on the Sammamish website at www.sammamish.us)*

Adjournment 6:07 pm

City Council Agenda Bill

Meeting Date: **March 21, 2017** Date Submitted: 3/9/2017

Originating Department: City Manager

Clearances:

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

Subject: Hearing Examiner Rules of Procedure

Action Required: Adoption of a resolution confirming the Examiner's requested changes to the Rules of Procedure, and adoption of a related ordinance making minor related amendments to SMC 20.10.150 and SMC 20.10.180 consistent with the Examiner's amended Rules of Procedure

Exhibits:

1. Resolution approving the amended Rules of Procedure
2. Related ordinance
3. Redlined version of amended Rules of Procedure
4. Clean version of amended Rules of Procedure

Budget: No budget impact.

Summary Statement:
The City's Hearing Examiner, John Galt, proposed changes to the rules of procedure that he uses for hearings and appeals. Under City Code, the City Council is required to review those changes.

Background:
Under SMC 20.10.190, "The examiner shall adopt rules for the conduct of hearings and for any mediation process consistent with this chapter. The rules shall be reviewed by the City Council, . . ." Examiner Galt proposed changes to the rules of procedure last year applicable to all cities to which he provides service. In response, City Staff proposed certain edits specific to Sammamish designed to make hearing and appeals more efficient and cost effective. Examiner Galt accepted those edits and the final version is before the Council for consideration.

A redlined version of the Examiner's rules of procedure is attached. Note that page 3 of the Table of Contents includes a summary page describing all of the new amendments.

If the Council wishes to further amend these rules of procedure, SMC 20.10.190 requires the Examiner to incorporate those changes and to make them effective 10 days after the Council's action. Staff is not proposing any further edits.

Financial Impact:
No direct financial impact associated with adoption of the amended rules of procedure.

Recommended Motion:
Adopt the resolution approving the Hearing Examiner's amended rules of procedure; adopt the ordinance incorporating related amendments to SMC 20.10.150 and SMC 20.10.180 as a first reading**.**

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON

RESOLUTION NO. O2017-

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON APPROVING THE HEARING EXAMINER RULES OF PROCEDURE, AS REVISED, IN ACCORDANCE WITH SECTION 20.10.190 OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, Chapter 20.10 of the Sammamish Municipal Code ("SMC" or "City Code") sets forth the procedures and requirements for appeals to the City Hearing Examiner of land use and permitting decisions and other administrative decisions made by City staff; and

WHEREAS, the City Hearing Examiner and City staff have worked together on revisions to the 2011 Hearing Examiner Rules of Procedure in order to improve the clarity, conciseness, and efficiency of the rules and the hearing procedures governed thereby; and

WHEREAS, Sammamish Municipal Code Section 20.10.190 provides that the Hearing Examiner Rules of Procedure shall be reviewed by the Sammamish City Council; and

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

Section 1. Approval of 2017 Hearing Examiner Rules of Procedure. Having reviewed the Hearing Examiner Rules of Procedure dated March 1, 2017, promulgated in accordance with Sammamish Municipal Code Section 20.10.190 (the "2017 Hearing Examiner Rules of Procedure), the City Council hereby approves the 2017 Hearing Examiner Rules of Procedure as set forth in the attached **Exhibit A**.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF MARCH, 2017.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Exhibit 1

_____
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:

Exhibit 2

CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2017-____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON RELATING TO NOTICE OF PUBLIC HEARINGS BEFORE THE HEARING EXAMINER; AMENDING SECTIONS 20.10.150 AND 20.10.180 OF THE SAMMAMISH MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Chapter 20.10 of the Sammamish Municipal Code ("SMC" or "City Code") sets forth the procedures and requirements for appeals to the City Hearing Examiner of land use and permitting decisions and other administrative decisions made by City staff; and

WHEREAS, City staff have found that the requirements for noticing a public hearing before the Hearing Examiner pursuant to SMC 20.10.150 and SMC 20.10.180 are difficult for applicants to ascertain under the existing City Code without cross-referencing to other portions of the City Code; and

WHEREAS, the Hearing Examiner Rules of Procedure as approved by the City Council on March 7, 2017, include revisions regarding preparation for public hearings that necessitate earlier public notice for certain types of hearings before the City Hearing Examiner; and

WHEREAS, the City Council finds that certain amendments are necessary to update and clarify the notice requirements for public hearings held before the City Hearing Examiner pursuant to Chapter 20.10 SMC;

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

Section 1. SMC 20.10.150, Public Hearing, Amended. Sammamish Municipal Code Section 20.10.150, *Public Hearing*, is hereby amended to read as set forth in **Attachment A**, which is incorporated herein by this reference.

Section 2. SMC 20.10.180, Notice, Amended. Sammamish Municipal Code Section 20.10.180, *Notice*, is hereby amended to read as set forth in **Attachment B**, which is incorporated herein by this reference.

Section 3. 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 4. 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 MARCH, 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 24, 2017
First Reading:	March 21, 2017
Passed by the City Council:	
Date of Publication:	
Effective Date:	

20.10.150 Public hearing.

(1) When it is found that an application meets the filing requirements of the responsible City department, ~~or an appeal meets the filing rules of the examiner,~~ it shall be accepted and a date assigned for public hearing.

(2) When it is found that an appeal meets the filing requirements of the responsible City department, it shall be accepted and a date assigned for an appeal hearing.

~~If for any reason testimony on any matter set for public hearing, or being heard, cannot be completed on the date set for such hearing, the matter shall be continued to the soonest available date. A matter should be heard, to the extent practicable, on consecutive days until it is concluded.~~

20.10.180 Notice.

(1) Notice of the time and place of any hearing on an application before the hearing examiner set pursuant to this chapter shall be provided in the following manner:

(b) Published by the department in the official City newspaper no less than 30 calendar days prior to the scheduled hearing date; and

(c) Posted at the project site as provided in SMC 20.05.060(6) and 20.05.060(9) no less than 30 days prior to the scheduled hearing date.

(a) ~~m~~Mailed by first class mail, at least 14 calendar days prior to the scheduled hearing date, to all persons who would be entitled to receive notice under SMC 20.05.060(7) and to all persons who commented or requested notice of the hearing~~.~~; and

The hearing notice required by this section may be combined with the notice of decision or recommendation required by ~~this title~~SMC 20.05.090~~ may be combined with the notice of hearing required hereby~~, as applicable.

(2) Notice of the time and place of any appeal hearing before the hearing examiner pursuant to this chapter shall be mailed to all parties of record by first class mail at least ~~14~~ 30 calendar days prior to the scheduled hearing date.

(3) If testimony cannot be completed prior to adjournment on the date set for a public hearing or appeal hearing, the examiner shall announce prior to adjournment the time and place said hearing will be continued. A matter should be heard, to the extent practicable, on consecutive days until it is concluded.

Exhibit 3

CITY of SAMMAMISH

HEARING EXAMINER RULES OF PROCEDURE

Issued pursuant SMC 20.10.190
Revised March 1, 2017

Reviewed and approved by the City Council on

_____, ~~2011~~2017

_____
John E. Galt, Hearing Examiner
Voice/FAX: (425) 259-3144
E-mail: jegalt755@gmail.com
~~E-mail: jegalt@frontier.com~~

Exhibit 3

TABLE OF CONTENTS

Exhibit 3

Exhibit 3

AMENDMENTS

Date	Rule	Nature of Amendment
March 1, 2017	Cover	Updates Examiner's e-mail address and effective date
	108	Removes extraneous language from definition of "days" and "project permit applications"
	124(c)	Establishes cut-off for admission of e-mail evidence
	128	Clarifies appointment of Examiner *pro tem*
	140	Clarifies calculation of days and incorporates language stricken from 108(e)
	202	Added; transmittal of appeals to Examiner
	216	Minor revision to heading
	218	Minor revision to heading
	220	Minor revisions to language
	224	Changes exhibit numbering protocol and provides sequential exchange of exhibits with revised submittal deadlines
	226	Added; creates prehearing procedures for closed record appeal hearings
	228	Minor revisions to language; allows e-mail transmittal
	304	Minor revision to heading
	306	Added; creates hearing procedures for closed record appeal hearings
	312(b)	Grammatical revisions clarifying rules for cross-examination
	404	Allows for postponement due to staff unavailability
	408	Minor revisions to heading and language
	408(d)	Added; provides notice requirements for postponed project application hearings
	412	Minor revisions to heading and language
	412(f)	Added; provides notice requirements for postponed appeal hearings
	420	Minor language revisions; removes extraneous language covered in RoP 408(d), 412(f), and 420(c)
	420(c)	Added; provides notice requirements for extension or cancellation of postponed hearings
	504(c)	Allows for e-mail transmittal of reconsideration requests

PART 100

GENERAL RULES

104 Purpose

These rules supplement, not replace, the provisions of municipal code. In case of conflict between these rules and any provision of municipal code, the code provision prevails.

These rules address most normal circumstances which might arise when dealing with Examiner proceedings. The possibility exists that a situation may arise which has not been foreseen and which does not lend itself to full, literal compliance with these rules. Therefore, the Examiner reserves the right to exercise reasonable and necessary flexibility and discretion when applying these rules to extraordinary circumstances.

108 Definitions

The following definitions shall apply throughout these rules unless context or subject matter clearly indicates that another meaning is required:

a) "Administrative appeal" means any appeal from a City Staff action for which jurisdiction is assigned to the Examiner under City code.

b) "Appellant" means the person, organization, or authorized representative appealing an administrative decision to the Examiner pursuant to City code or appealing the Examiner's decision to a higher authority, depending upon the context.

c) "Applicant" means the person, organization, or authorized representative seeking City approval of one or more permits over which the Examiner has jurisdiction.

d) "Council" means the City Council of Sammamish.

e) "Day(s)" means calendar days unless specifically stated otherwise herein or in City code. ~~In counting days in a time period, the day a triggering action occurs is not counted; the time period ends at the close of business on the last day of the time period. If the last day of the period would fall on a Saturday, Sunday, legal municipal holiday, or other municipal non-business day, the time period ends at the close of business on the next municipal work day.~~

f) "Examiner" means the Hearing Examiner and any Examiners *Pro Tem* appointed by the Council.

g) "*Ex parte*" means communication with the Examiner by one party outside the presence of other parties.

h) "Principal parties" means and is limited to the applicant(s), the appellant(s), and the respondent(s) to any given application/appeal.

i) "Project permit application" means an application for a City permit or approval requiring a pre-decision hearing by the Examiner. ~~, such as a rezone, preliminary subdivision, conditional use permit, variance, etc.~~

j) "Staff" means City of Sammamish employees and contract employees who work for the City department(s) having responsibility for processing project permit applications, code enforcement, and other matters which fall within the Examiner's jurisdiction.

116 Expeditious Proceedings

It is the policy of the Examiner that, to the extent practicable and consistent with requirements of law, public hearings shall be conducted expeditiously. In the conduct of such proceedings the Examiner and all persons testifying shall make every effort at each stage of a proceeding to avoid delay.

120 *Ex Parte* Communication

a) Proceedings before the Examiner are subject to requirements of due process which restrict *ex parte* communication. (See Rule 108(g) for the definition of *ex parte*.)

b) The Examiner may communicate *ex parte* with city staff and others on procedural matters as required to perform their duties in accordance with these rules.

c) If an *ex parte* communication other than allowed by subsection (b) is made to or by the Examiner, the Examiner shall publicly disclose such communication at the outset of the open record hearing. Where a hard copy of the communication is available, the Examiner shall enter it into the record of the proceeding.

124 Acceptability of Electronic Communications

a) FAX and E-mail may be used in communicating with the Examiner. The sender of such a communication has the obligation to ~~insure~~ confirm receipt. All such communications are subject to the *ex parte* communication restrictions of Rule 120.

b) E-mail filing of applications, requests for reconsideration, and appeals is NOT permitted unless expressly authorized by City code or rule.

c) Correspondence related to Examiner cases may not be submitted to the City by E-mail unless expressly authorized by City code or rule. If so authorized, the sender shall be solely responsible to ~~ensure~~ confirm that E-mail correspondence is actually received by the appropriate Staff person and entered into the appropriate application/appeal file. E-mail not physically entered into a hearing record before the Examiner closes that record shall not be considered part of the record and will not be considered by the Examiner.

128 Potential Conflict of Interest Cases.

If an application/appeal is received by the City that City Staff reasonably believes may present a conflict of interest or appearance of fairness issue to the Examiner, the Staff shall, prior to assigning a hearing date and time to the application/appeal, explain their concern to the Examiner. If the Examiner concurs, the Examiner shall recuse himself from hearing the case. (See Rule 616.) The City will appoint an~~The Mayor and Council shall be informed of the situation so that an~~ Examiner *Pro Tem*~~ may be appointed~~.

132 Special Hearing Dates

If an application/appeal is received, which, in the Staff's opinion, is likely to be of significant interest to a large number of citizens, Staff may request a special hearing date and time from the Examiner. The Examiner shall have final authority to set the date, time and place for all such special hearings.

136 Fees for Staff Services.
Nothing in these Rules affects Staff's authority to charge and collect fees for services as otherwise authorized by law, code, or adopted City policy.

140 Time Periods
Unless otherwise regulated by law or municipal code: In counting days in a time period, the day a triggering action occurs is not counted; the time period ends at the municipality's regular close of business on the last day of the time period. Unless otherwise regulated by law or municipal code, if the last day of the period would fall on a Saturday, Sunday, legal municipal holiday, or other municipal non-business day, the time period ends at the close of business on the next municipal work day.

~~a) End of Time Periods Unless otherwise specified, a required time period ends at the municipality's regular close of business time on the last day of the time period.~~

~~b) Effect of Non-business Days on End of Time Periods Unless otherwise regulated by law or municipal code, when a required date or the end of a required time period would fall on a municipal non-business day and/or legal holiday, the date or end of the time period shall fall on the next business day.~~

PART 200

PREHEARING PROCEDURES

202 Appeals – Transmittal to Examiner
When the City receives an administrative appeal that falls within the Examiner's jurisdiction, Staff shall transmit a copy of the appeal package as submitted by the appellant—together with a copy of the decision being appealed, if not included within the appeal package—to the Examiner by E-mail or FAX within two business days of its receipt by the City.

204 Motions/Requests

a) Filing Any person wishing to file a prehearing motion/request (such as a request for a prehearing conference, for establishment of special hearing procedures, *etc*.) shall submit it in writing to the City and concurrently to all principal parties to the case. The City shall FAX or E-mail the motion to the Examiner. If a motion is filed less than 20 days before the scheduled open record hearing date, there may not be sufficient time to allow written responses and prepare written rulings. In such circumstances, the Examiner may elect to rule on the motion at the open record hearing; strict adherence to the procedures set forth in the following subsections may not occur.

b) Response Any principal party and/or the Staff may file with the Examiner a written response to a filed motion not later than 10 days after the date that the motion was filed. Responses will be considered by the Examiner if and only if received prior to issuance of a dispositive order ruling on the motion.

c) Ruling The Examiner will rule on each motion by issuance of a written order or orally at the open record hearing. Multiple motions may be consolidated for purposes of written order issuance where efficiency would be served and where the rights of the parties would not be prejudiced.

d) Distribution Written orders issued prior to the scheduled open record hearing will be mailed or FAXed to each party of record where time allows, distributed at the open record hearing, or announced at the open record hearing. Oral rulings made during an open record hearing will be memorialized within the written decision on the application/appeal.

208 Prehearing Conferences

a) General Prehearing conferences are regulated by SMC 20.10.170. The Examiner has sole discretion to convene prehearing conferences. Prehearing conferences may be convened to resolve procedural matters and/or to discuss settlement. A prehearing conference shall be scheduled at a time and place of greatest convenience to its participants. Prehearing conferences will not be recorded, but the Examiner may issue a post-conference Order to memorialize agreements reached during the conference.

b) Project Permit Applications Prehearing conferences will not normally be convened in project permit application cases. However, where a case is of major community interest, is expected to generate extraordinary amounts of participation, and scheduling issues may be paramount to an expeditious proceeding, the Examiner may elect to convene a prehearing conference.

c) Administrative Appeals Any principal party may request that the Examiner convene a prehearing conference in an administrative appeal. The Examiner may also call a conference on his own initiative. Attendance at the conference by other than principal parties will be allowed; however, participation by others will not normally be permitted.

210 Subpoenas and Summonses

a) Subsection 20.10.190(1) SMC gives the Examiner "the power to issue summons and subpoenas to compel the appearance of witnesses and production of documents and materials". The Examiner encourages interested persons to use other means (simple requests, requests for production of public records, etc.) before resorting to summonses and/or subpoenas. Summonses and subpoenas should be requested only as a last resort.

b) An interested person may request the Examiner to issue a summons or subpoena compelling the attendance of a witness and/or production by a specified person of specified documentary materials believed to be necessary for the presentation of the person's case at hearing. The request shall: Clearly identify the case with which it is associated; and shall be supported by a statement as to why the witness and/or material is necessary and why the requestor believes such witness and/or material will not be available unless a summons or subpoena is issued.

c) The Examiner in his/her sole discretion may issue a summons and/or subpoena. The Examiner will provide the summons and/or subpoena to the requestor for service according to law. The requestor is solely responsible to arrange for service of the summons and/or subpoena.

d) The requestor shall pay all costs associated with the summons and/or subpoena including, but not limited to, costs of service, costs of producing records required by the summons and/or subpoena, and fees and allowances. Witnesses subpoenaed shall be entitled to the same fees and allowances, in the

same manner and under the same conditions, as provided for witnesses in the Superior Court for King County by Chapter 2.40 RCW and by RCW 5.56.010.

212 View Trip

a) The Examiner may inspect the site prior or subsequent to the hearing. Failure to inspect the site will not render the Examiner's decision void.

b) When a view trip has been taken, the Examiner will so state at the hearing and/or in the written decision.

c) The view trip will be taken out of the presence of any interested party wherever feasible. Where accompaniment by an interested party is necessary to fully view the property, no substantive discussion may occur during the view trip.

216 Project Permit Applications – Applicant Submittal Deadlines~~– Project Permit Applications~~

a) Applicant submittals made less than 15 days prior to a scheduled hearing shall not be considered at the hearing unless the Examiner finds that the due process rights of the parties and proper Staff review will not be adversely affected. Any such submittal(s) will otherwise be afforded hearing consideration only if the hearing is postponed at the discretion of the Examiner, to a date sufficiently far in the future to allow proper review of the submittal(s) by Staff and public. Any such postponement shall normally be for not less than three weeks. When a case is postponed or continued under this rule, the Examiner may establish a deadline prior to the continued hearing for further applicant submittals.

b) "Submittals" as used herein includes without limitation original and revised applications, site development plans, preliminary plat maps, concomitant agreements, impact mitigation offers, preliminary drainage plans, environmental checklists, technical and/or scientific evidence, *etc.* The term "submittals" does not include written applicant argument or plan changes that respond to Staff positions and/or late-arriving agency review comments, nor written statements describing and arguing for the application/appeal as already submitted.

220 Project Permit Applications – Initial Exhibits and Exhibit List~~– Project Permit Applications~~

a) The Staff shall select from the documents within the application file all those which it believes in its professional judgment will have probative value in the open record hearing process and/or which will be necessary for preparation of a properly and fully considered decision. The original or a clear and complete copy of the application, documentation of application completeness, current site plan(s), documentation of compliance with the procedural requirements of the State Environmental Policy Act (SEPA), required public notices, any documents specifically requested by the Applicant to be included as an ~~E~~exhibit, and all substantive letters from citizens regarding the application shall be included.

b) The Staff shall mark each document selected under Rule 220(a) with a consecutive exhibit number. These marked documents shall constitute pre-filed exhibits.

c) The Staff shall prepare and issue ~~a Staff Report (the "department …~~ notice of its final decision or recommendation~~" required by~~ in accordance with SMC 20.05.090(1) ("Staff Report") not less than seven days prior to the scheduled hearing. The Staff Report shall be included as a pre-filed exhibit.

d) The Staff shall prepare a listing of the pre-filed exhibits. The listing and the original (or if the original cannot be provided for exhibit purposes, one clear copy) of each of the pre-filed exhibits shall be available at City Hall, 801 228th Avenue SE, Sammamish, for public review at the same time that the ~~required~~ Staff Report ~~becomes~~ is made available.

e) The Staff shall mail or deliver a copy of the listing and each pre-filed exhibit to the Examiner at the same time that the ~~required~~ Staff Report ~~becomes~~ is made available.

224 Open Record Appeal Hearings – Pre-filing of Evidence by Principal Parties~~ – Appeal cases~~

a) The intent of the following rules is to insure that all documents and arguments to be relied upon by any of the principal parties in an open record appeal hearing before the Examiner are available for review by all other principal parties prior to the open record hearing, thus preventing "surprise" at the hearing and facilitating efficiency. These rules will be interpreted by the Examiner to facilitate that purpose. Requirements of this Rule may be modified through the prehearing conference process. (See Rule 208.)

b) ~~Pre-fileing submittals~~Pre-filed exhibits shall be ~~made~~ delivered to the ~~Planning Director,~~Community Development Department at City Hall, 801 228th Avenue SE, Sammamish.

1) Each principal party shall number its own pre-filed exhibits for identification purposes using the following number ranges:

Principal Party	*Exhibit Number Range*
Respondent	1 – 999
Appellant	1001 – 1999
Applicant (when other than the Appellant)	2001 – 2999

The Examiner will assign additional number ranges when an appeal involves additional principal parties. Numbering will begin with the lowest number in the assigned series and proceed in whole number increments.

An exhibit number shall be assigned to individual documents, not to each page in a document. If a document contains sub-parts or attachments which are not uniquely identified within the document, the party filing the document must identify each sub-part with a suffix composed of a decimal point followed by either an integer, an upper case letter, or a lower case letter. For example, subparts of Exhibit 1005 would be 1005.1, 1005.2, etc., 1005.A, 1005.B, etc., or 1005.a, 1005.b, etc.

~~Each principal party shall number its own pre-filing submittals for identification purposes using the form "X-*n*", where "X" represents an identifying prefix capital letter assigned to each principal party and "*n*" represents a sequential integer number beginning with 1.~~

~~The prefix letter for City exhibits shall be "S". The prefix for other principal parties exhibits shall be the first letter of the party's last name (or corporate name) unless that letter would be "A" or "S", in which case the party shall choose another unique letter for its exhibits. The parties may ask the Examiner to assign prefix letters in case of conflicts.~~

~~An exhibit number shall be assigned to individual documents, not to each page in a document. If a document contains sub-parts or attachments which are not uniquely identified within the document, you must identify each sub-part with a suffix composed of a decimal point~~

~~followed by either an integer or a lower case letter. For example, subparts of Exhibit Q1 would be Q1.1, Q1.2, etc. or Q1.a, Q1.b, etc.~~

Briefs and hearing memoranda are to be assigned exhibit numbers like any other pre-filed document. Enclosures or attachments to briefs/memoranda are permissible; enclosures or attachments shall be labeled as described above.

Pages in documents should be numbered. If the original document does not have page numbers, ~~please~~ parties should use a "Bates" number stamp or something similar to number each page.

~~Remember that t~~The purpose of this Rule is simply to facilitate easy reference to each document, and to each page within a document, by all hearing participants. ~~Please~~ Parties should keep that purpose in mind ~~as you~~when preparing~~e your~~ documents for pre-filing.

2) Each principal party shall include a list of its exhibits with its submittal. The list shall not be assigned a pre-filed exhibit number as exhibit lists are normally not entered into the record as exhibits.

3) Each principal party, including the City, shall cross-copy its pre-filed exhibits~~ing~~ to the other principal parties.

4) Each principal party, including the City, shall send or cause to be delivered a copy of its exhibit list and pre-filed exhibits to the Examiner at the same time those documents are filed with the City. The Examiner's business mailing address is 927 Grand Avenue, Everett, WA 98201-1305.

c) The Examiner will assign pre-filed exhibit numbers within the range 9001 – 9999 ~~The Examiner will assign pre-filed exhibit numbers using the prefix letter "A"~~ to administrative documents which will be entered into the hearing record. Those documents will be made available at City Hall.

d) ~~Not less than 14 days prior to the scheduled hearing~~Within 10 days of issuing a notice of hearing pursuant to SMC 20.10.180(2), the respondent department shall assemble and file the original or a clear and complete copy of all items within the application/appeal file which it believes in its professional judgment will have probative value in the open record hearing process and/or which will be necessary for preparation of a properly and fully considered decision ("Initial Record"). The Initial Record shall include, but not be limited to, the original application and/or appeal, documentation of application completeness, current site plan(s), documentation of compliance with the procedural requirements of the State Environmental Policy Act (SEPA), the department's notice of final decision or recommendation issued pursuant to SMC 20.05.090(1) and all other required public notices, any documents specifically requested by the Applicant to be included as an ~~E~~exhibit, and all substantive letters from citizens regarding the application/appeal ~~shall be included~~. (Duplication of items filed under Rule 224(c) is strongly discouraged.)

e) Not less than ~~seven~~ 14 days prior to the scheduled hearing, each appellant shall assemble and file:

1) ~~o~~One copy of all documents or exhibits, including any pre-hearing brief and/or memorandum, which that party intends to submit~~.~~ (~~D~~duplication of items filed under Rule 224(c)–(d) is strongly discouraged~~.~~); and

Commented [ASB1]: These deadlines have been adjusted to provide for a sequential exchange of exhibits and witness lists, as shown in the revisions to subsections (d)–(f).

This provides more expedient pre-hearing preparation the appellant is now required to disclose its witnesses and exhibits before the City, so that the City knows what it is responding to and can appropriately narrow the scope of its own exhibits and witnesses.

The sequential exchange will proceed as follows:
1. Notice of Hearing date issued by City pursuant to SMC 20.10.180(2).
2. City files copy of the record within 10 days of noticing the hearing.
3. Appellant files exhibits & witness list at least 14 days prior to the hearing.
4. City files its exhibits & witness list at least 7 days prior to the hearing.
Parties supplement as needed under subsection (h).

2) A list of persons the party expects to call as witnesses, and the following information for each person (excluding City staff) the party expects to call as an expert witness: name, resume, the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

f) Not less than seven days prior to the scheduled hearing, the ~~parties~~ applicant (when not the appellant) and respondent department (together, "Respondent(s)") shall each assemble and file:

1) One copy of all rebuttal documents or exhibits, including any pre-hearing brief and/or memorandum, which the Respondent(s) intend to submit (duplication of items filed under Rule 224(c)–(e) is strongly discouraged); and

2) ~~a~~A list of persons the ~~party~~Respondent(s) expect to call as witnesses, and the following information for each person (excluding City staff) the ~~party~~ Respondent(s) expect to call as an expert witness: name, resume, the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

g) ~~The w~~Witness information filed pursuant to subsections (e)–(f) ~~also~~ shall not be assigned a pre-filed exhibit number, as the Examiner does not anticipate that witness lists need to be entered into the record as exhibits.

~~g) The staff report (the "department … final decision or recommendation" required by SMC 20.05.090(1)) shall be filed not less than seven days prior to the scheduled hearing.~~

Commented [ASB2]: This is included with the City's initial record required under 224(d); see revisions above.

h) Principal Parties have a duty ~~under the following circumstances~~ to supplement, at the earliest possible opportunity, their submittals made under subsections (d)–(f) whenever:

1) ~~Whenever a~~A party obtains information upon the basis of which (A) the party knows that the material submitted was incorrect when submitted, or (B) the party knows that the material submitted, though believed correct when submitted, is no longer correct and the circumstances are such that failure to amend the submittal would constitute knowing concealment of information central to the issues in the appeal~~.~~; or

2) ~~Whenever a~~An additional expert witness is identified whose participation in the proceedings could not reasonably have been foreseen before the close of the exhibit pre-filing period, in which case, the witness information required by Rule 224(e) or (f) shall be provided as a supplemental exhibit.

~~Exhibit supplements~~Supplemental exhibits required by this ~~Rule~~ subsection (h) shall be marked, filed, cross-copied to the parties, and provided to the Examiner as required by Rule 224(b).

i) Documents, materials, studies, analyses, *etc.* not disclosed through the exhibit pre-filing process, other than those offered in response/rebuttal, will not be considered in adjudicating the appeal except by agreement of the other principal parties or at the Examiner's discretion in extraordinary circumstances.

226 Closed Record Appeal Hearings – Pre-filing of Evidence by Principal Parties

a) Evidence in a closed record appeal is limited to that which was before the administrative decision-maker before the administrative decision was rendered; submission of new evidence by an appellant is not allowed.

b) All the requirements of Rule 224 shall apply in a closed record appeal case, except that:

1) Rule 224(d) shall be limited in scope to the record that was before the administrative decision maker before the administrative decision was rendered (for the purposes of this Rule 226, the "Administrative Record").

2) Rule 224(e) shall be limited in scope to briefs/memoranda of the parties, which shall not include any exhibits or attachments outside of the Administrative Record.

3) The Examiner will assign administrative exhibit numbers to all prehearing briefs/memoranda.

228 Administrative Appeals – Summary Dismissal~~ – Appeals~~

a) The Examiner may summarily dismiss an appeal in whole or in part on the motion of a principal party or on the Examiner's own motion if the Examiner concludes that~~: T~~ (1) the appeal was untimely filed; or (2) the appeal fails to state a claim for which the Examiner has jurisdiction to grant relief. (See SMC 20.10.090.)

b) Summary dismissal may be requested by a principal party by filing a Motion pursuant to Rule 204 or may be initiated by the Examiner.

c) The Examiner will allow the principal parties a reasonable time in which to submit written responses to a Motion for or Proposed Order of Summary Dismissal.

d) An Order summarily dismissing the entirety of an appeal (or all appeals where more than one has been filed and consolidated for processing) constitutes the Examiner's final decision on the appeal/appeals and is subject to reconsideration/appeal in accordance with City code and these Rules. In all other situations, the Order is interlocutory and not subject to reconsideration or appeal until the Examiner issues the final decision on the remaining appeal/appeals.

e) When the Respondent Department withdraws or vacates the decision or action being appealed, the appeal becomes moot and shall automatically be dismissed. (Withdrawal of an appeal by the appellant is addressed in Rule 620.)

f) The Examiner shall E-mail, FAX, or mail ~~mail or FAX~~ summary dismissal orders to the principal parties.

PART 300

CONDUCT OF HEARINGS

304 Format – Open Record Hearings

a) The format for an open record hearing will be of an informal nature yet designed in such a way that the evidence and facts relevant to a particular proceeding will be readily and efficiently available to the Examiner. An open record hearing will normally include, but need not be limited to, the following elements: a brief prefatory statement of procedures and introduction of pre-filed exhibits by the Examiner; a presentation by the applicant/appellant which shall include an explanation of the request,

explanation of relevant visual aids (maps or plans), and a discussion of the reasons why the application/appeal should be approved/granted; testimony of any public agencies, including the Staff; testimony by the public; and opportunity for rebuttal.

b) All testimony will be taken under oath or affirmation administered by the Examiner. Any potential witness who declines to be sworn in shall be barred from testifying, except that attorneys who will not be offering testimony will not be required to be sworn in.

c) The Examiner may ask questions of any witness, including agency and Staff, at any time during their testimony to seek clarification or elaboration of testimony being given. Further, the Examiner may request submittal of additional information to better make a complete and accurate evaluation of the issues.

d) The Examiner may indicate, at the outset of the hearing, that she/he has studied the materials relating to the case and has preliminarily determined that there seem to be certain central issues which need to be addressed. The Examiner may request that these issues be addressed in testimony to be offered.

e) The normal sequence of hearing proceedings shall be as follows:

Project Permit Hearings	**Combined Project Permit and Appeal Hearings**	**Enforcement Appeal Hearings**	**All Other Appeal Hearings**
Introduction by Examiner	Introduction by Examiner	Introduction by Examiner	Introduction by Examiner
Direct Testimony & Evidence Applicant City Staff General Public	Direct Testimony & Evidence Applicant – on the merits Appellant – on the appeal & merits Respondent (Agency) – on the appeal & merits General Public	Direct Testimony & Evidence Respondent (Agency) Appellant General Public	Direct Testimony & Evidence Respondent (Agency) Appellant General Public
Rebuttal Testimony & Evidence Applicant City Staff General Public	Rebuttal Testimony & Evidence Applicant Appellant Respondent (Agency) General Public	Rebuttal Testimony & Evidence Respondent (Agency) Appellant General Public	Rebuttal Testimony & Evidence Respondent (Agency) Appellant General Public
Closing Statements (Optional) City Staff Applicant	Closing Statements (Optional) Applicant Respondent (Agency) Appellant	Closing Statements (Optional) Appellant Respondent (Agency)	Closing Statements (Optional) Appellant Respondent (Agency)

f) The Examiner reserves the right to abbreviate the normal sequence of events at a hearing when it appears that no one's rights would be infringed upon by such abbreviation and that detailed exposition of the facts is not necessary to the Examiner's understanding of the case. The Examiner also reserves the right to vary from the normal sequence of events in order to ensure due process and/or for convenience or efficiency.

g) Each public hearing will be recorded in analog or digital format or taken by a certified court reporter to preserve a verbatim record of the proceedings. Where necessary to acquire a good-quality recording, all parties wishing to offer verbal testimony may be required to speak into a microphone provided for that purpose. All hearing participants shall preface their remarks with their full name and the spelling of their last name. Hearing recordings will be retained by the City as required by state law/rule.

Hearing recordings may be destroyed, erased, deleted, or otherwise disposed of at the City's convenience after the end of the retention period.

306 Format – Closed Record Hearings

The format for closed record appeal hearings is similar to that for open record hearings, with one major exception: Parties are allowed to present only argument, not new evidence or testimony. Unless otherwise specified by the Examiner, presentation of argument in closed record appeal hearings shall follow the sequence for "All Other Appeal Hearings" under Rule 304(e) except that there can be no testimony or evidence submitted. Argument will not be taken under oath or affirmation. In all other respects, the provisions of Rule 304 will apply.

308 Clerk

The City shall provide a clerk during hearings. It shall be the responsibility of the clerk to maintain the register of parties of record, to mark exhibits, to keep a list of exhibits and witnesses, and to perform such other ministerial duties as may be assigned by the Examiner.

312 Rights of Parties

a) General. Every hearing participant shall have all rights essential to a fair hearing. The Examiner may impose reasonable limitations on the number of witnesses heard and on the nature and length of their testimony. Where time limits are imposed, time is not cumulative and may not be given or traded to any other party. Testimony shall be concise and non-repetitious.

b) Cross-Examination

1) Cross-examination generally is not necessary to the Examiner's fact-finding process. However, the Examiner may allow cross-examination when (A) the hearing involves distinctly adversarial characteristics; (B) expert witnesses are called; and/or (C) complex, technical and disputed factors are involved. Cross-examination of non-expert witnesses expressing a personal opinion or concern will not be allowed except in extraordinary circumstances.~~However, where the hearing assumes distinctly adversarial proportions, some or all of the parties are represented by counsel, expert witnesses are called, and/or complex, technical, and disputed factors are involved, the Examiner may allow cross-examination.~~

2) ~~The Examiner will allow~~ When allowed, cross-examination by principal parties of expert witnesses (which term includes public agency staff) and of principal party witnesses will be in accordance with these guidelines. Only one person representing each principal party may cross examine any given witness. (This Rule does not prevent different persons representing one party from cross examining different witnesses. It only prohibits more than one person representing a given party from cross examining a single witness.) Cross-examination after any re-direct testimony shall be limited strictly to the subject(s) of the re-direct testimony.

3) ~~Within~~ Subject to the above guidelines, the allowance and scope of cross-examination is within the discretion of the Examiner.

316 Evidence

a) Burden of Proof The applicant/appellant shall have the burden of proof as to material factual issues except: in code enforcement proceedings where the City has the burden of proving the violation; and except where applicable City code provisions or state law provide otherwise.

b) Admissibility The hearing generally will not be conducted according to technical rules relating to evidence and procedure. Any relevant evidence shall be admitted if it is the type that possesses probative value commonly accepted by reasonably prudent people in the conduct of their affairs. Irrelevant, immaterial, unreliable, or unduly repetitious evidence may be excluded. The rules of privilege shall be effective to the extent recognized by law.

c) Pre-filed Exhibits The Examiner shall enter Exhibits pre-filed in accordance with Rules 220 and 224 into the record at the outset of the open record hearing.

d) Formal Submittal of Evidence Hearing participants may submit documentary evidence to the record during their direct and rebuttal portions of the open record hearing (subject to the restrictions of Rules 216 and 224). A copy of each item offered for submission by a principal party shall be provided by the offering party to all other principal parties (unless previously disclosed through the pre-filing process under Rule 224 in appeal cases). Such evidence will be marked as exhibits when accepted for entry by the Examiner.

e) Handling of E-mail, Facsimile Transmittals, and Hand Deliveries to the City Neither the City nor the Examiner shall be responsible for ensuring that E-mail, facsimile transmittals, and post- and hand-delivered documents received after 8:00 a.m. on the day of hearing are entered into the hearing record. Persons submitting such documents are responsible for ensuring such entry. The originator of an E-mail or facsimile transmittal is solely responsible for insuring that the transmittal was successfully and timely received by the City/Examiner.

f) Receipt and Retention All documentary or other physical evidence submitted shall be sequentially numbered as exhibits and retained by the City as a part of the official case record, except City codes, laws, comprehensive plans or other readily available public documents. Materials which the offering party is not willing to have become City property will not be accepted as evidence except, at the discretion of the Examiner, in unusual circumstances.

g) Oversize, Mounted, and Three Dimensional Models Reduced scale/size copies and/or copies which can easily be folded for storage in a legal sized file folder are preferred whenever oversized and mounted documents are used for display purposes at hearing. Three dimensional models may not be used in presentations unless the offering party has color photographs of the model to offer as evidence.

h) Copies Documentary evidence may be received in the form of copies or excerpts. Upon request, parties shall be given an opportunity to compare the copy with the original.

i) Official Notice The Examiner may take official notice of judicially cognizable facts and in addition may take notice of general, technical, or scientific facts within her/his specialized knowledge. When any decision of the Examiner rests in whole or in part upon the taking of official notice of a material fact not appearing in evidence of record, the Examiner shall so state in her/his decision. Appellate court decisions and adopted state and local laws, ordinances, motions, policies, plans, and other similar documents in the public domain may be referenced, cited, quoted, and relied upon.

j) Evidence received subsequent to the hearing No documentary material submitted after the close of the open record hearing will be considered by the Examiner unless, at such hearing, the Examiner granted additional time to submit such material and stated on the record that the hearing record was left open for such receipt.

k) Updating of Exhibit List The City shall be responsible for updating the initial exhibit list to include all additional materials admitted during the hearing process.

320 Optional Written Closing Statement Process

a) A written closing statement process may be established by the Examiner upon the request of one or more of the principal parties. Establishment of such a process may be dependent upon execution by the applicant (or appellant where there is no underlying applicant) of a waiver of decision time line to provide for the time required for the submittal of written closing statements.

b) Any principal party may request establishment of a written closing statement process. Any such request must be made prior to the close of the open record hearing. The written closing statement submittal schedule shall be established either at a prehearing conference or before the close of the open record hearing.

c) When employed, the written closing statement process shall take the place of the oral closing statement portion of the open record hearing. (See Rule 304(e).)

d) Written closing statements shall be submitted in the same order as oral closing statements would have been offered. (See Rule 304(e).) The first written closing statement will be due one week after the close of the hearing; the remaining statements will be due at one week intervals thereafter. All written closing statements will be entered as exhibits in the hearing record. No new evidence may be presented in a closing statement. The hearing record shall close upon receipt of the last closing statement or upon expiration of the period for submittal of closing statements, whichever occurs first.

e) No principal party shall be compelled to produce a written closing statement. Non-submittal of a written closing statement before the established deadline shall not be held against the party which did not submit the statement. The running of a time period without submittal of the expected closing statement(s) shall constitute a waiver of the right to submit a statement by the principal party who fails to submit the statement.

f) Special procedures and timing may be established where to do so would serve the interests and preserve the due process rights of the parties.

324 Examiner's Power to Maintain Order During Hearing

a) The Examiner shall have the power to maintain order and decorum during the conduct of all hearings before her/him. The Examiner may remove or have removed from the hearing room any person whose conduct is interrupting the hearing.

b) In the event that any person or persons interrupt any hearing before the Examiner such that it becomes impossible to conduct an orderly hearing and order cannot be restored by removal of the individuals interrupting the hearing, the following steps may be taken:

1) The Examiner may order the hearing room cleared and continue in session; or,

2) The Examiner may adjourn the hearing and reconvene the hearing at another location.

c) Whenever the Examiner deems it necessary to reconvene a hearing in a new location because of interruptions preventing an orderly hearing at the regular hearing room location:

1) Final disposition may only be taken on matters appearing on the agenda at the time the disturbance arose leading to an adjournment.

2) The Examiner may establish a procedure for re-admitting any persons not responsible for the disturbing of the orderly conduct of the hearing.

d) If necessary, law enforcement officers may be summoned by the Examiner to carry out any of the provisions of this Rule and to maintain law and order.

PART 400

POSTPONEMENT OF HEARINGS

404 Postponement Due to Examiner or City Staff Unavailability

If the Examiner or City Staff cannot be present for a previously scheduled hearing due to illness or other unforeseen event, the Staff may reschedule such hearing for another date. Where the Examiner's or Staff's absence can be foreseen some days in advance, the Staff shall make a reasonable attempt to notify applicants/appellants and all others who received notice of the hearing of the new date, time, and place of the hearing. The Staff shall post a cancellation notice on the day of the scheduled hearing on the hearing room door. Where the absence becomes known only at the last minute, such posting alone will suffice for notice of the schedule change.

408 Postponement ~~Before Hearing~~ of Project Permit Application Hearings

a) ~~Only the applicant may request postponement.~~ Requests for postponement may be made by the City for good cause or by the applicant. Postponement requests made before the scheduled hearing has been convened must be filed in writing with the City. The City shall promptly FAX or E-mail the request to the Examiner.

b) Once a project permit application hearing has been scheduled and public notice has been given, the Examiner will grant a postponement request only if the Staff has adequate time and resources (and is willing) to send timely cancellation notices to all persons who were sent the initial hearing notice. A cancellation notice is "timely" only if mailed three or more days prior to the date of the scheduled ~~open record~~ hearing. If timely cancellation notices are not sent, the Examiner will convene the scheduled hearing.

c) Postponement will not be granted where to do so would violate any state or City procedural time lines, such as deadlines for bringing a matter to hearing or issuing a decision, unless the applicant agrees in writing to waive such time lines.

d) A postponement granted under this Rule 408 shall be noticed in accordance with SMC 20.10.180(1).

412 Postponement ~~Before Hearing~~ ~~Open Record~~ of Administrative Appeal Hearings

Commented [ASB3]: Rule 412 applies to both open- and closed-record appeal hearings.

a) Only the appellant and/or respondent may request postponement. Postponement requests made before the scheduled hearing has been convened must be filed in writing with the City. The City shall promptly FAX or E-mail the request to the Examiner.

b) The Examiner will grant a postponement request in combined project permit application and appellate proceedings filed jointly by the principal parties only if the Staff has adequate time and resources (and is willing) to send timely cancellation notices to all persons who were sent the initial hearing notice. A cancellation notice is "timely" only if mailed three or more days prior to the date of the scheduled open record hearing. A new hearing date and time will be set in consultation with the parties. If timely cancellation notices are not sent, the Examiner will convene the scheduled hearing.

c) The Examiner will grant postponement requests filed jointly by the principal parties in all other appellate proceedings.

d) The Examiner will not grant *ex parte* postponement requests ~~filed other than jointly~~ except in extraordinary circumstances.

e) Postponement will not be granted where to do so would violate any state or City procedural time lines, such as deadlines for bringing a matter to hearing or issuing a decision, unless the applicant (or appellant where there is no underlying applicant) agrees in writing to waive such time lines.

f) A postponement granted under this Rule 412 shall be noticed in accordance with SMC 20.10.180(2).

416 Continuation or Postponement at Hearing

a) The Examiner may continue or postpone proceedings for any good cause she/he deems reasonable and appropriate within the time limits imposed by relevant ordinances. If the Examiner determines at a hearing that there is good cause to continue or postpone such proceeding and specifies the date, time, and place on the record, no further notice is required.

b) Continuation/postponement will not be granted where to do so would violate any state or City procedural time lines, such as deadlines for bringing a matter to hearing or issuing a decision, unless the applicant (or appellant where there is no underlying applicant) agrees in writing or orally on the record to waive such time lines. In all cases subject to a 90-day or 120-day decision time limit, continuances/postponements shall be made to the soonest available date and time of hearing room and Examiner availability and shall in no case extend beyond Day 75 of the 90-day time limit or Day 105 of the 120-day time limit, whichever applies, unless such waiver is granted.

420 Extension of Continuation/Postponement Dates

a) When a~~n open record~~ hearing has been continued or postponed to a date and time certain, the Examiner may administratively cancel the established hearing date and further continue or postpone the hearing as follows:

1) The request must be made in writing by the applicant/appellant, must be received by the City not less than 30 days prior to the established hearing date, and must state why a further delay is desired.

2) The Staff must assure the Examiner that ~~it~~ the City has adequate time and resources (and is willing) to send timely cancellation notices to all persons who were sent the initial hearing notice and to all parties of record. A cancellation notice is "timely" only if mailed three or more days prior to the date of the scheduled open record hearing.

3) The Examiner will grant or deny the request in writing based upon consideration of the public interest impacts of the request. A copy of the Examiner's action will be sent to the applicant/appellant and to the Staff.

~~4) The Staff shall send cancellation notices to all parties of record. The cancellation notice shall: state the reason therefor; indicate in what fashion, if at all, the hearing will be reconvened; and be approved by the Examiner prior to its publication and distribution.~~

Commented [ASB4]: Notice is addressed in the proposed new subsections 408(d), 412(f), and 420(c).

b) When a~~n open record~~ hearing has been continued or postponed indefinitely subject to a "Not Later Than" (NLT) date, the Examiner may administratively grant extensions of the NLT date as follows:

1) The request must be made in writing by the applicant/appellant and must state why a further delay is desired.

2) The request must be received by the Examiner: not less than 30 days prior to the NLT date; and prior to the distribution of notice of the date, time and place for the continued/postponed hearing.

3) The Examiner will grant or deny the request in writing based upon consideration of the public interest impacts of the request. A copy of the Examiner's action will be sent to the applicant/appellant and to the Staff.

c) A cancellation, continuance or postponement of a project permit application hearing made under this Rule 420 shall be noticed in accordance with SMC 20.10.180(1). A cancellation, continuance or postponement of an administrative appeal hearing made under this Rule 420 shall be noticed in accordance with SMC 20.10.180(2).

PART 500

RECONSIDERATION AND CLERICAL CORRECTIONS

504 Reconsideration

a) Reconsideration requests shall conform ~~with~~ to the requirements of SMC 2.10.260. Reconsideration requests must be filed in writing with the City Clerk's Office ~~receptionist~~ within ten (10) days of the date of the Examiner's Decision. Untimely filed requests will not be considered. A request for reconsideration filed by the applicant/appellant shall be considered an extension of time mutually agreed for the purposes of timely permit processing.

b) Requests for reconsideration must: include the name, mailing address, and daytime telephone number of the petitioner; identify the specific findings, conclusions, actions, and/or conditions for which reconsideration is requested; specify upon which of the grounds listed in SMC 20.10.260(1) the requestor relies; and describe the specific relief requested.

c) The City shall E-mail or FAX requests for reconsideration to the Examiner within one business day of filing ~~The City shall FAX requests for reconsideration to the Examiner within 24 hours of filing.~~ The Examiner may consolidate for action, in whole or in part, multiple requests for reconsideration of the same decision where to do so would facilitate procedural efficiency.

d) The Examiner shall dispose of reconsideration requests in writing. The Examiner may, at his/her discretion:

1) Deny the request.

2) Issue an amended decision after reconsideration.

3) Issue an order giving all parties of record an opportunity to submit written comments responding to the reconsideration request(s). No written comments will be accepted until requested by the Examiner. Where comments are desired, the Examiner shall issue an order allowing parties of record 10 working days after mailing of the order to submit written comments. City staff shall mail a copy of the order and the reconsideration request(s) to all parties of record. Within 14 days after close of the comment period, the Examiner shall act in accordance with (1), (2), or (4) herein.

4) Issue an order to reopen the open record hearing to consider new evidence, proposed changes in the application, and/or the arguments of the parties. Except in extraordinary circumstances, a reopened hearing shall be convened within 30 days of the issuance of the order. Notice of the reopened hearing date (which may, at the Staff's option, be the order itself) shall be mailed by the City to all parties of record not less than 10 days prior to the date of the hearing. The reopened hearing shall be limited to the matters contained within the reconsideration request(s). Within 14 days after close of the reopened hearing, the Examiner shall act in accordance with (1) or (2) herein.

e) A reconsideration request for which one of the actions specified in Rule 504(d) has not been taken within 10 days of close of the reconsideration period shall be deemed to have been denied.

f) The Examiner's action following reconsideration is not subject to further requests for reconsideration.

508 Clerical Corrections

The Examiner may correct obvious clerical errors in decisions on his/her own initiative or in response to a request from a party of record. Clerical corrections are limited to those clearly identifiable from the public record. Issuance of a clerical correction has no effect upon any time limit provided under code or these Rules.

PART 600

MISCELLANEOUS PROVISIONS

604 Summary Orders on Remand

a) When an Examiner decision has been remanded in whole or in part by an appellate body, and when the remand order either does not require or bars the taking of additional testimony or evidence, and when the Examiner believes that the record provides an adequate basis to rule on the remanded issue(s), then the Examiner shall issue a written summary order without further hearing.

b) Summary orders shall be sent to all persons who received the original decision.

c) Summary orders shall have the same legal effect as did the original decision except as to any code-established limits on appeal.

608 Case Record - Content

The official case record of a hearing conducted by the Examiner shall consist of:

a) A written case record including all documentary written materials and other exhibits submitted for consideration by the Examiner and the Examiner's decision(s), together with the register of parties of record and the list of exhibits and witnesses maintained by the clerk.

b) An analog or digital recording of the open record hearing. Where a qualified court reporter retained by the City reports the hearing, the reporter's transcript of proceedings shall constitute the official transcript of the oral proceedings.

612 Case Record - Disposition

The integrity of all materials which have become a part of the case record shall be maintained. The City is responsible for retention of the official case record as required by law.

616 Recusal of Examiner

a) When the Examiner deems her/himself disqualified to preside in a particular proceeding, she/he shall withdraw by notice on the record as soon as the need for recusal becomes known/apparent to the Examiner.

b) Any person may request recusal of the Examiner in a particular case. Such a request shall be raised as soon as the basis for disqualification is known to the person and shall state the grounds for the request with as much specificity as possible.

c) The Examiner's decision on a recusal request shall be documented in writing and placed in the relevant case file (preferably as a marked exhibit whenever possible) or delivered orally during the open record hearing.

d) If, after considering the merits of a recusal request, the Examiner determines not to recuse her/himself, the raising of such request shall in no way be considered by the Examiner in rendering a decision on the substantive case at hand.

620 Withdrawal of Applications/Appeals

a) Withdrawal of an application/appeal shall be made by the applicant/appellant in writing, except as provided herein, and shall be accepted in the following manner:

1) Withdrawal Prior to Publication of Public Hearing Notice The applicant/appellant shall notify the Staff, which shall place the withdrawal in the official case file. No further action by the City is necessary.

2) Withdrawal after Issuance of Public Hearing Notice but prior to Open Record Hearing The applicant/appellant shall notify the City which shall place the withdrawal in the official case file. The City shall forthwith notify the Examiner of the withdrawal. Where sufficient time and resources are available, a copy of the withdrawal may be mailed by the City to all persons to whom the notice of hearing was mailed. The scheduled hearing shall be automatically canceled.

3) Withdrawal at the Open Record Hearing The Examiner shall orally accept withdrawals made during the open record hearing. Withdrawal shall be documented by issuance of a written order which shall be placed in the official case file.

4) Withdrawal after the Open Record Hearing but Prior to Decision Issuance The applicant/appellant shall notify the City which shall place the withdrawal in the case file. The City shall forthwith notify the Examiner of the withdrawal. The City shall mail a copy of the withdrawal to all parties of record.

b) No appeal from a withdrawal is authorized. Withdrawal terminates City consideration of the application/appeal.

624 Mediation

Subsection 20.10.250(2) SMC incorporates into the SMC the Chapter 35.63 RCW requirement for mediation before filing judicial appeals in certain types of land use cases. The Examiner cannot ethically provide mediation in cases which he/she has heard and decided. Therefore, parties desiring mediation shall make their own arrangements with any qualified mediator of their choice.

Exhibit 3

Exhibit 4

CITY of SAMMAMISH

HEARING EXAMINER RULES OF PROCEDURE

Issued pursuant SMC 20.10.190
Revised March 1, 2017

Reviewed and approved by the City Council on

_____, 2017

_____
John E. Galt, Hearing Examiner
Voice/FAX: (425) 259-3144
E-mail: jegalt755@gmail.com

Exhibit 4

TABLE OF CONTENTS

AMENDMENTS

Date	Rule	Nature of Amendment
March 1, 2017	Cover	Updates Examiner's e-mail address and effective date
	108	Removes extraneous language from definition of "days" and "project permit applications"
	124(c)	Establishes cut-off for admission of e-mail evidence
	128	Clarifies appointment of Examiner *pro tem*
	140	Clarifies calculation of days and incorporates language stricken from 108(e)
	202	Added; transmittal of appeals to Examiner
	216	Minor revision to heading
	218	Minor revision to heading
	220	Minor revisions to language
	224	Changes exhibit numbering protocol and provides sequential exchange of exhibits with revised submittal deadlines
	226	Added; creates prehearing procedures for closed record appeal hearings
	228	Minor revisions to language; allows e-mail transmittal
	304	Minor revision to heading
	306	Added; creates hearing procedures for closed record appeal hearings
	312(b)	Grammatical revisions clarifying rules for cross-examination
	404	Allows for postponement due to staff unavailability
	408	Minor revisions to heading and language
	408(d)	Added; provides notice requirements for postponed project application hearings
	412	Minor revisions to heading and language
	412(f)	Added; provides notice requirements for postponed appeal hearings
	420	Minor language revisions; removes extraneous language covered in RoP 408(d), 412(f), and 420(c)
	420(c)	Added; provides notice requirements for extension or cancellation of postponed hearings
	504(c)	Allows for e-mail transmittal of reconsideration requests

PART 100
GENERAL RULES

104 Purpose

These rules supplement, not replace, the provisions of municipal code. In case of conflict between these rules and any provision of municipal code, the code provision prevails.

These rules address most normal circumstances which might arise when dealing with Examiner proceedings. The possibility exists that a situation may arise which has not been foreseen and which does not lend itself to full, literal compliance with these rules. Therefore, the Examiner reserves the right to exercise reasonable and necessary flexibility and discretion when applying these rules to extraordinary circumstances.

108 Definitions

The following definitions shall apply throughout these rules unless context or subject matter clearly indicates that another meaning is required:

a) "Administrative appeal" means any appeal from a City Staff action for which jurisdiction is assigned to the Examiner under City code.

b) "Appellant" means the person, organization, or authorized representative appealing an administrative decision to the Examiner pursuant to City code or appealing the Examiner's decision to a higher authority, depending upon the context.

c) "Applicant" means the person, organization, or authorized representative seeking City approval of one or more permits over which the Examiner has jurisdiction.

d) "Council" means the City Council of Sammamish.

e) "Day(s)" means calendar days unless specifically stated otherwise herein or in City code.

f) "Examiner" means the Hearing Examiner and any Examiners *Pro Tem* appointed by the Council.

g) "*Ex parte*" means communication with the Examiner by one party outside the presence of other parties.

h) "Principal parties" means and is limited to the applicant(s), the appellant(s), and the respondent(s) to any given application/appeal.

i) "Project permit application" means an application for a City permit or approval requiring a pre-decision hearing by the Examiner.

j) "Staff" means City of Sammamish employees and contract employees who work for the City department(s) having responsibility for processing project permit applications, code enforcement, and other matters which fall within the Examiner's jurisdiction.

116 Expeditious Proceedings

It is the policy of the Examiner that, to the extent practicable and consistent with requirements of law, public hearings shall be conducted expeditiously. In the conduct of such proceedings the Examiner and all persons testifying shall make every effort at each stage of a proceeding to avoid delay.

120 *Ex Parte* Communication

a) Proceedings before the Examiner are subject to requirements of due process which restrict *ex parte* communication. (See Rule 108(g) for the definition of *ex parte*.)

b) The Examiner may communicate *ex parte* with city staff and others on procedural matters as required to perform their duties in accordance with these rules.

c) If an *ex parte* communication other than allowed by subsection (b) is made to or by the Examiner, the Examiner shall publicly disclose such communication at the outset of the open record hearing. Where a hard copy of the communication is available, the Examiner shall enter it into the record of the proceeding.

124 Acceptability of Electronic Communications

a) FAX and E-mail may be used in communicating with the Examiner. The sender of such a communication has the obligation to confirm receipt. All such communications are subject to the *ex parte* communication restrictions of Rule 120.

b) E-mail filing of applications, requests for reconsideration, and appeals is NOT permitted unless expressly authorized by City code or rule.

c) Correspondence related to Examiner cases may not be submitted to the City by E-mail unless expressly authorized by City code or rule. If so authorized, the sender shall be solely responsible to confirm that E-mail correspondence is actually received by the appropriate Staff person and entered into the appropriate application/appeal file. E-mail not physically entered into a hearing record before the Examiner closes that record shall not be considered part of the record and will not be considered by the Examiner.

128 Potential Conflict of Interest Cases.

If an application/appeal is received by the City that City Staff reasonably believes may present a conflict of interest or appearance of fairness issue to the Examiner, the Staff shall, prior to assigning a hearing date and time to the application/appeal, explain their concern to the Examiner. If the Examiner concurs, the Examiner shall recuse himself from hearing the case. (See Rule 616.) The City will appoint an Examiner *Pro Tem*.

132 Special Hearing Dates

If an application/appeal is received, which, in the Staff's opinion, is likely to be of significant interest to a large number of citizens, Staff may request a special hearing date and time from the Examiner. The Examiner shall have final authority to set the date, time and place for all such special hearings.

136 Fees for Staff Services.

Nothing in these Rules affects Staff's authority to charge and collect fees for services as otherwise authorized by law, code, or adopted City policy.

140 Time Periods

Unless otherwise regulated by law or municipal code: In counting days in a time period, the day a triggering action occurs is not counted; the time period ends at the municipality's regular close of business on the last day of the time period. Unless otherwise regulated by law or municipal code, if the last day of the period would fall on a Saturday, Sunday, legal municipal holiday, or other municipal non-business day, the time period ends at the close of business on the next municipal work day.

PART 200
PREHEARING PROCEDURES

202 Appeals – Transmittal to Examiner

When the City receives an administrative appeal that falls within the Examiner's jurisdiction, Staff shall transmit a copy of the appeal package as submitted by the appellant—together with a copy of the decision being appealed, if not included within the appeal package—to the Examiner by E-mail or FAX within two business days of its receipt by the City.

204 Motions/Requests

a) Filing Any person wishing to file a prehearing motion/request (such as a request for a prehearing conference, for establishment of special hearing procedures, *etc*.) shall submit it in writing to the City and concurrently to all principal parties to the case. The City shall FAX or E-mail the motion to the Examiner. If a motion is filed less than 20 days before the scheduled open record hearing date, there may not be sufficient time to allow written responses and prepare written rulings. In such circumstances, the Examiner may elect to rule on the motion at the open record hearing; strict adherence to the procedures set forth in the following subsections may not occur.

b) Response Any principal party and/or the Staff may file with the Examiner a written response to a filed motion not later than 10 days after the date that the motion was filed. Responses will be considered by the Examiner if and only if received prior to issuance of a dispositive order ruling on the motion.

c) Ruling The Examiner will rule on each motion by issuance of a written order or orally at the open record hearing. Multiple motions may be consolidated for purposes of written order issuance where efficiency would be served and where the rights of the parties would not be prejudiced.

d) Distribution Written orders issued prior to the scheduled open record hearing will be mailed or FAXed to each party of record where time allows, distributed at the open record hearing, or announced at the open record hearing. Oral rulings made during an open record hearing will be memorialized within the written decision on the application/appeal.

208 Prehearing Conferences

a) General Prehearing conferences are regulated by SMC 20.10.170. The Examiner has sole discretion to convene prehearing conferences. Prehearing conferences may be convened to resolve procedural matters and/or to discuss settlement. A prehearing conference shall be scheduled at a time and place of

greatest convenience to its participants. Prehearing conferences will not be recorded, but the Examiner may issue a post-conference Order to memorialize agreements reached during the conference.

b) Project Permit Applications Prehearing conferences will not normally be convened in project permit application cases. However, where a case is of major community interest, is expected to generate extraordinary amounts of participation, and scheduling issues may be paramount to an expeditious proceeding, the Examiner may elect to convene a prehearing conference.

c) Administrative Appeals Any principal party may request that the Examiner convene a prehearing conference in an administrative appeal. The Examiner may also call a conference on his own initiative. Attendance at the conference by other than principal parties will be allowed; however, participation by others will not normally be permitted.

210 Subpoenas and Summonses

a) Subsection 20.10.190(1) SMC gives the Examiner "the power to issue summons and subpoenas to compel the appearance of witnesses and production of documents and materials". The Examiner encourages interested persons to use other means (simple requests, requests for production of public records, etc.) before resorting to summonses and/or subpoenas. Summonses and subpoenas should be requested only as a last resort.

b) An interested person may request the Examiner to issue a summons or subpoena compelling the attendance of a witness and/or production by a specified person of specified documentary materials believed to be necessary for the presentation of the person's case at hearing. The request shall: Clearly identify the case with which it is associated; and shall be supported by a statement as to why the witness and/or material is necessary and why the requestor believes such witness and/or material will not be available unless a summons or subpoena is issued.

c) The Examiner in his/her sole discretion may issue a summons and/or subpoena. The Examiner will provide the summons and/or subpoena to the requestor for service according to law. The requestor is solely responsible to arrange for service of the summons and/or subpoena.

d) The requestor shall pay all costs associated with the summons and/or subpoena including, but not limited to, costs of service, costs of producing records required by the summons and/or subpoena, and fees and allowances. Witnesses subpoenaed shall be entitled to the same fees and allowances, in the same manner and under the same conditions, as provided for witnesses in the Superior Court for King County by Chapter 2.40 RCW and by RCW 5.56.010.

212 View Trip

a) The Examiner may inspect the site prior or subsequent to the hearing. Failure to inspect the site will not render the Examiner's decision void.

b) When a view trip has been taken, the Examiner will so state at the hearing and/or in the written decision.

c) The view trip will be taken out of the presence of any interested party wherever feasible. Where accompaniment by an interested party is necessary to fully view the property, no substantive discussion may occur during the view trip.

216 Project Permit Applications – Applicant Submittal Deadlines

a) Applicant submittals made less than 15 days prior to a scheduled hearing shall not be considered at the hearing unless the Examiner finds that the due process rights of the parties and proper Staff review will not be adversely affected. Any such submittal(s) will otherwise be afforded hearing consideration only if the hearing is postponed at the discretion of the Examiner, to a date sufficiently far in the future to allow proper review of the submittal(s) by Staff and public. Any such postponement shall normally be for not less than three weeks. When a case is postponed or continued under this rule, the Examiner may establish a deadline prior to the continued hearing for further applicant submittals.

b) "Submittals" as used herein includes without limitation original and revised applications, site development plans, preliminary plat maps, concomitant agreements, impact mitigation offers, preliminary drainage plans, environmental checklists, technical and/or scientific evidence, *etc.* The term "submittals" does not include written applicant argument or plan changes that respond to Staff positions and/or late-arriving agency review comments, nor written statements describing and arguing for the application/appeal as already submitted.

220 Project Permit Applications – Initial Exhibits and Exhibit List

a) The Staff shall select from the documents within the application file all those which it believes in its professional judgment will have probative value in the open record hearing process and/or which will be necessary for preparation of a properly and fully considered decision. The original or a clear and complete copy of the application, documentation of application completeness, current site plan(s), documentation of compliance with the procedural requirements of the State Environmental Policy Act (SEPA), required public notices, any documents specifically requested by the Applicant to be included as an exhibit, and all substantive letters from citizens regarding the application shall be included.

b) The Staff shall mark each document selected under Rule 220(a) with a consecutive exhibit number. These marked documents shall constitute pre-filed exhibits.

c) The Staff shall prepare and issue notice of its final decision or recommendation in accordance with SMC 20.05.090(1) ("Staff Report") not less than seven days prior to the scheduled hearing. The Staff Report shall be included as a pre-filed exhibit.

d) The Staff shall prepare a listing of the pre-filed exhibits. The listing and the original (or if the original cannot be provided for exhibit purposes, one clear copy) of each of the pre-filed exhibits shall be available at City Hall, 801 228th Avenue SE, Sammamish, for public review at the same time that the Staff Report is made available.

e) The Staff shall mail or deliver a copy of the listing and each pre-filed exhibit to the Examiner at the same time that the Staff Report is made available.

224 Open Record Appeal Hearings – Pre-filing of Evidence by Principal Parties

a) The intent of the following rules is to insure that all documents and arguments to be relied upon by any of the principal parties in an open record appeal hearing before the Examiner are available for review by all other principal parties prior to the open record hearing, thus preventing "surprise" at the hearing and facilitating efficiency. These rules will be interpreted by the Examiner to facilitate that

purpose. Requirements of this Rule may be modified through the prehearing conference process. (See Rule 208.)

b) Pre-filed exhibits shall be delivered to the Community Development Department at City Hall, 801 228th Avenue SE, Sammamish.

1) Each principal party shall number its own pre-filed exhibits for identification purposes using the following number ranges:

Principal Party	*Exhibit Number Range*
Respondent	1 – 999
Appellant	1001 – 1999
Applicant (when other than the Appellant)	2001 – 2999

The Examiner will assign additional number ranges when an appeal involves additional principal parties. Numbering will begin with the lowest number in the assigned series and proceed in whole number increments.

An exhibit number shall be assigned to individual documents, not to each page in a document. If a document contains sub-parts or attachments which are not uniquely identified within the document, the party filing the document must identify each sub-part with a suffix composed of a decimal point followed by either an integer, an upper case letter, or a lower case letter. For example, subparts of Exhibit 1005 would be 1005.1, 1005.2, etc., 1005.A, 1005.B, etc., or 1005.a, 1005.b, etc.

Briefs and hearing memoranda are to be assigned exhibit numbers like any other pre-filed document. Enclosures or attachments to briefs/memoranda are permissible; enclosures or attachments shall be labeled as described above.

Pages in documents should be numbered. If the original document does not have page numbers, parties should use a “Bates” number stamp or something similar to number each page.

The purpose of this Rule is simply to facilitate easy reference to each document, and to each page within a document, by all hearing participants. Parties should keep that purpose in mind when preparing documents for pre-filing.

2) Each principal party shall include a list of its exhibits with its submittal. The list shall not be assigned a pre-filed exhibit number as exhibit lists are normally not entered into the record as exhibits.

3) Each principal party, including the City, shall cross-copy its pre-filed exhibits to the other principal parties.

4) Each principal party, including the City, shall send or cause to be delivered a copy of its exhibit list and pre-filed exhibits to the Examiner at the same time those documents are filed with the City. The Examiner’s business mailing address is 927 Grand Avenue, Everett, WA 98201-1305.

c) The Examiner will assign pre-filed exhibit numbers within the range 9001 – 9999 to administrative documents which will be entered into the hearing record. Those documents will be made available at City Hall.

d) Within 10 days of issuing a notice of hearing pursuant to SMC 20.10.180(2), the respondent department shall assemble and file the original or a clear and complete copy of all items within the application/appeal file which it believes in its professional judgment will have probative value in the open record hearing process and/or which will be necessary for preparation of a properly and fully considered decision ("Initial Record"). The Initial Record shall include, but not be limited to, the original application and/or appeal, documentation of application completeness, current site plan(s), documentation of compliance with the procedural requirements of the State Environmental Policy Act (SEPA), the department's notice of final decision or recommendation issued pursuant to SMC 20.05.090(1) and all other required public notices, any documents specifically requested by the Applicant to be included as an exhibit, and all substantive letters from citizens regarding the application/appeal. (Duplication of items filed under Rule 224(c) is strongly discouraged.)

e) Not less than 14 days prior to the scheduled hearing, each appellant shall assemble and file:

1) One copy of all documents or exhibits, including any pre-hearing brief and/or memorandum, which that party intends to submit (duplication of items filed under Rule 224(c)–(d) is strongly discouraged); and

2) A list of persons the party expects to call as witnesses, and the following information for each person (excluding City staff) the party expects to call as an expert witness: name, resume, the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

f) Not less than seven days prior to the scheduled hearing, the applicant (when not the appellant) and respondent department (together, "Respondent(s)") shall each assemble and file:

1) One copy of all rebuttal documents or exhibits, including any pre-hearing brief and/or memorandum, which the Respondent(s) intend to submit (duplication of items filed under Rule 224(c)–(e) is strongly discouraged); and

2) A list of persons the Respondent(s) expect to call as witnesses, and the following information for each person (excluding City staff) the Respondent(s) expect to call as an expert witness: name, resume, the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

g) Witness information filed pursuant to subsections (e)–(f) shall not be assigned a pre-filed exhibit number, as the Examiner does not anticipate that witness lists need to be entered into the record as exhibits.

h) Principal Parties have a duty to supplement, at the earliest possible opportunity, their submittals made under subsections (d)–(f) whenever:

1) A party obtains information upon the basis of which (A) the party knows that the material submitted was incorrect when submitted, or (B) the party knows that the material submitted, though believed correct when submitted, is no longer correct and the circumstances are such that failure to amend the submittal would constitute knowing concealment of information central to the issues in the appeal; or

2) An additional expert witness is identified whose participation in the proceedings could not reasonably have been foreseen before the close of the exhibit pre-filing period, in which case, the witness information required by Rule 224(e) or (f) shall be provided as a supplemental exhibit.

Supplemental exhibits required by this subsection (h) shall be marked, filed, cross-copied to the parties, and provided to the Examiner as required by Rule 224(b).

i) Documents, materials, studies, analyses, *etc.* not disclosed through the exhibit pre-filing process, other than those offered in response/rebuttal, will not be considered in adjudicating the appeal except by agreement of the other principal parties or at the Examiner's discretion in extraordinary circumstances.

226 Closed Record Appeal Hearings – Pre-filing of Evidence by Principal Parties

a) Evidence in a closed record appeal is limited to that which was before the administrative decision-maker before the administrative decision was rendered; submission of new evidence by an appellant is not allowed.

b) All the requirements of Rule 224 shall apply in a closed record appeal case, except that:

1) Rule 224(d) shall be limited in scope to the record that was before the administrative decision maker before the administrative decision was rendered (for the purposes of this Rule 226, the "Administrative Record").

2) Rule 224(e) shall be limited in scope to briefs/memoranda of the parties, which shall not include any exhibits or attachments outside of the Administrative Record.

3) The Examiner will assign administrative exhibit numbers to all prehearing briefs/memoranda.

228 Administrative Appeals – Summary Dismissal

a) The Examiner may summarily dismiss an appeal in whole or in part on the motion of a principal party or on the Examiner's own motion if the Examiner concludes that (1) the appeal was untimely filed; or (2) the appeal fails to state a claim for which the Examiner has jurisdiction to grant relief. (See SMC 20.10.090.)

b) Summary dismissal may be requested by a principal party by filing a Motion pursuant to Rule 204 or may be initiated by the Examiner.

c) The Examiner will allow the principal parties a reasonable time in which to submit written responses to a Motion for or Proposed Order of Summary Dismissal.

d) An Order summarily dismissing the entirety of an appeal (or all appeals where more than one has been

filed and consolidated for processing) constitutes the Examiner's final decision on the appeal/appeals and is subject to reconsideration/appeal in accordance with City code and these Rules. In all other situations, the Order is interlocutory and not subject to reconsideration or appeal until the Examiner issues the final decision on the remaining appeal/appeals.

e) When the Respondent Department withdraws or vacates the decision or action being appealed, the appeal becomes moot and shall automatically be dismissed. (Withdrawal of an appeal by the appellant is addressed in Rule 620.)

f) The Examiner shall E-mail, FAX, or mail summary dismissal orders to the principal parties.

PART 300
CONDUCT OF HEARINGS

304 Format – Open Record Hearings

a) The format for an open record hearing will be of an informal nature yet designed in such a way that the evidence and facts relevant to a particular proceeding will be readily and efficiently available to the Examiner. An open record hearing will normally include, but need not be limited to, the following elements: a brief prefatory statement of procedures and introduction of pre-filed exhibits by the Examiner; a presentation by the applicant/appellant which shall include an explanation of the request, explanation of relevant visual aids (maps or plans), and a discussion of the reasons why the application/appeal should be approved/granted; testimony of any public agencies, including the Staff; testimony by the public; and opportunity for rebuttal.

b) All testimony will be taken under oath or affirmation administered by the Examiner. Any potential witness who declines to be sworn in shall be barred from testifying, except that attorneys who will not be offering testimony will not be required to be sworn in.

c) The Examiner may ask questions of any witness, including agency and Staff, at any time during their testimony to seek clarification or elaboration of testimony being given. Further, the Examiner may request submittal of additional information to better make a complete and accurate evaluation of the issues.

d) The Examiner may indicate, at the outset of the hearing, that she/he has studied the materials relating to the case and has preliminarily determined that there seem to be certain central issues which need to be addressed. The Examiner may request that these issues be addressed in testimony to be offered.

e) The normal sequence of hearing proceedings shall be as follows:

Project Permit Hearings	**Combined Project Permit and Appeal Hearings**	**Enforcement Appeal Hearings**	**All Other Appeal Hearings**
Introduction by Examiner	Introduction by Examiner	Introduction by Examiner	Introduction by Examiner
Direct Testimony & Evidence Applicant City Staff General Public	Direct Testimony & Evidence Applicant – on the merits Appellant – on the appeal & merits Respondent (Agency) – on the appeal & merits General Public	Direct Testimony & Evidence Respondent (Agency) Appellant General Public	Direct Testimony & Evidence Respondent (Agency) Appellant General Public

Rebuttal Testimony & Evidence Applicant City Staff General Public	Rebuttal Testimony & Evidence Applicant Appellant Respondent (Agency) General Public	Rebuttal Testimony & Evidence Respondent (Agency) Appellant General Public	Rebuttal Testimony & Evidence Respondent (Agency) Appellant General Public
Closing Statements (Optional) City Staff Applicant	Closing Statements (Optional) Applicant Respondent (Agency) Appellant	Closing Statements (Optional) Appellant Respondent (Agency)	Closing Statements (Optional) Appellant Respondent (Agency)

f) The Examiner reserves the right to abbreviate the normal sequence of events at a hearing when it appears that no one's rights would be infringed upon by such abbreviation and that detailed exposition of the facts is not necessary to the Examiner's understanding of the case. The Examiner also reserves the right to vary from the normal sequence of events in order to ensure due process and/or for convenience or efficiency.

g) Each public hearing will be recorded in analog or digital format or taken by a certified court reporter to preserve a verbatim record of the proceedings. Where necessary to acquire a good-quality recording, all parties wishing to offer verbal testimony may be required to speak into a microphone provided for that purpose. All hearing participants shall preface their remarks with their full name and the spelling of their last name. Hearing recordings will be retained by the City as required by state law/rule. Hearing recordings may be destroyed, erased, deleted, or otherwise disposed of at the City's convenience after the end of the retention period.

306 Format – Closed Record Hearings

The format for closed record appeal hearings is similar to that for open record hearings, with one major exception: Parties are allowed to present only argument, not new evidence or testimony. Unless otherwise specified by the Examiner, presentation of argument in closed record appeal hearings shall follow the sequence for "All Other Appeal Hearings" under Rule 304(e) except that there can be no testimony or evidence submitted. Argument will not be taken under oath or affirmation. In all other respects, the provisions of Rule 304 will apply.

308 Clerk

The City shall provide a clerk during hearings. It shall be the responsibility of the clerk to maintain the register of parties of record, to mark exhibits, to keep a list of exhibits and witnesses, and to perform such other ministerial duties as may be assigned by the Examiner.

312 Rights of Parties

a) General. Every hearing participant shall have all rights essential to a fair hearing. The Examiner may impose reasonable limitations on the number of witnesses heard and on the nature and length of their testimony. Where time limits are imposed, time is not cumulative and may not be given or traded to any other party. Testimony shall be concise and non-repetitious.

b) Cross-Examination

1) Cross-examination generally is not necessary to the Examiner's fact-finding process. However, the Examiner may allow cross-examination when (A) the hearing involves

distinctly adversarial characteristics; (B) expert witnesses are called; and/or (C) complex, technical and disputed factors are involved. Cross-examination of non-expert witnesses expressing a personal opinion or concern will not be allowed except in extraordinary circumstances.

2) When allowed, cross-examination by principal parties of expert witnesses (which term includes public agency staff) and of principal party witnesses will be in accordance with these guidelines. Only one person representing each principal party may cross examine any given witness. (This Rule does not prevent different persons representing one party from cross examining different witnesses. It only prohibits more than one person representing a given party from cross examining a single witness.) Cross-examination after any re-direct testimony shall be limited strictly to the subject(s) of the re-direct testimony.

3) Subject to the above guidelines, the allowance and scope of cross-examination is within the discretion of the Examiner.

316 Evidence

a) Burden of Proof The applicant/appellant shall have the burden of proof as to material factual issues except: in code enforcement proceedings where the City has the burden of proving the violation; and except where applicable City code provisions or state law provide otherwise.

b) Admissibility The hearing generally will not be conducted according to technical rules relating to evidence and procedure. Any relevant evidence shall be admitted if it is the type that possesses probative value commonly accepted by reasonably prudent people in the conduct of their affairs. Irrelevant, immaterial, unreliable, or unduly repetitious evidence may be excluded. The rules of privilege shall be effective to the extent recognized by law.

c) Pre-filed Exhibits The Examiner shall enter Exhibits pre-filed in accordance with Rules 220 and 224 into the record at the outset of the open record hearing.

d) Formal Submittal of Evidence Hearing participants may submit documentary evidence to the record during their direct and rebuttal portions of the open record hearing (subject to the restrictions of Rules 216 and 224). A copy of each item offered for submission by a principal party shall be provided by the offering party to all other principal parties (unless previously disclosed through the pre-filing process under Rule 224 in appeal cases). Such evidence will be marked as exhibits when accepted for entry by the Examiner.

e) Handling of E-mail, Facsimile Transmittals, and Hand Deliveries to the City Neither the City nor the Examiner shall be responsible for ensuring that E-mail, facsimile transmittals, and post- and hand-delivered documents received after 8:00 a.m. on the day of hearing are entered into the hearing record. Persons submitting such documents are responsible for ensuring such entry. The originator of an E-mail or facsimile transmittal is solely responsible for insuring that the transmittal was successfully and timely received by the City/Examiner.

f) Receipt and Retention All documentary or other physical evidence submitted shall be sequentially numbered as exhibits and retained by the City as a part of the official case record, except City codes, laws, comprehensive plans or other readily available public documents. Materials which the offering

party is not willing to have become City property will not be accepted as evidence except, at the discretion of the Examiner, in unusual circumstances.

g) Oversize, Mounted, and Three Dimensional Models Reduced scale/size copies and/or copies which can easily be folded for storage in a legal sized file folder are preferred whenever oversized and mounted documents are used for display purposes at hearing. Three dimensional models may not be used in presentations unless the offering party has color photographs of the model to offer as evidence.

h) Copies Documentary evidence may be received in the form of copies or excerpts. Upon request, parties shall be given an opportunity to compare the copy with the original.

i) Official Notice The Examiner may take official notice of judicially cognizable facts and in addition may take notice of general, technical, or scientific facts within her/his specialized knowledge. When any decision of the Examiner rests in whole or in part upon the taking of official notice of a material fact not appearing in evidence of record, the Examiner shall so state in her/his decision. Appellate court decisions and adopted state and local laws, ordinances, motions, policies, plans, and other similar documents in the public domain may be referenced, cited, quoted, and relied upon.

j) Evidence received subsequent to the hearing No documentary material submitted after the close of the open record hearing will be considered by the Examiner unless, at such hearing, the Examiner granted additional time to submit such material and stated on the record that the hearing record was left open for such receipt.

k) Updating of Exhibit List The City shall be responsible for updating the initial exhibit list to include all additional materials admitted during the hearing process.

320 Optional Written Closing Statement Process

a) A written closing statement process may be established by the Examiner upon the request of one or more of the principal parties. Establishment of such a process may be dependent upon execution by the applicant (or appellant where there is no underlying applicant) of a waiver of decision time line to provide for the time required for the submittal of written closing statements.

b) Any principal party may request establishment of a written closing statement process. Any such request must be made prior to the close of the open record hearing. The written closing statement submittal schedule shall be established either at a prehearing conference or before the close of the open record hearing.

c) When employed, the written closing statement process shall take the place of the oral closing statement portion of the open record hearing. (See Rule 304(e).)

d) Written closing statements shall be submitted in the same order as oral closing statements would have been offered. (See Rule 304(e).) The first written closing statement will be due one week after the close of the hearing; the remaining statements will be due at one week intervals thereafter. All written closing statements will be entered as exhibits in the hearing record. No new evidence may be presented in a closing statement. The hearing record shall close upon receipt of the last closing statement or upon expiration of the period for submittal of closing statements, whichever occurs first.

e) No principal party shall be compelled to produce a written closing statement. Non-submittal of a written closing statement before the established deadline shall not be held against the party which did not submit the statement. The running of a time period without submittal of the expected closing statement(s) shall constitute a waiver of the right to submit a statement by the principal party who fails to submit the statement.

f) Special procedures and timing may be established where to do so would serve the interests and preserve the due process rights of the parties.

324 Examiner's Power to Maintain Order During Hearing

a) The Examiner shall have the power to maintain order and decorum during the conduct of all hearings before her/him. The Examiner may remove or have removed from the hearing room any person whose conduct is interrupting the hearing.

b) In the event that any person or persons interrupt any hearing before the Examiner such that it becomes impossible to conduct an orderly hearing and order cannot be restored by removal of the individuals interrupting the hearing, the following steps may be taken:

1) The Examiner may order the hearing room cleared and continue in session; or,

2) The Examiner may adjourn the hearing and reconvene the hearing at another location.

c) Whenever the Examiner deems it necessary to reconvene a hearing in a new location because of interruptions preventing an orderly hearing at the regular hearing room location:

1) Final disposition may only be taken on matters appearing on the agenda at the time the disturbance arose leading to an adjournment.

2) The Examiner may establish a procedure for re-admitting any persons not responsible for the disturbing of the orderly conduct of the hearing.

d) If necessary, law enforcement officers may be summoned by the Examiner to carry out any of the provisions of this Rule and to maintain law and order.

PART 400
POSTPONEMENT OF HEARINGS

404 Postponement Due to Examiner or City Staff Unavailability

If the Examiner or City Staff cannot be present for a previously scheduled hearing due to illness or other unforeseen event, the Staff may reschedule such hearing for another date. Where the Examiner's or Staff's absence can be foreseen some days in advance, the Staff shall make a reasonable attempt to notify applicants/appellants and all others who received notice of the hearing of the new date, time, and place of the hearing. The Staff shall post a cancellation notice on the day of the scheduled hearing on the hearing room door. Where the absence becomes known only at the last minute, such posting alone will suffice for notice of the schedule change.

408 Postponement –of Project Permit Application Hearings

a) Requests for postponement may be made by the City for good cause or by the applicant. Postponement requests made before the scheduled hearing has been convened must be filed in writing with the City. The City shall promptly FAX or E-mail the request to the Examiner.

b) Once a project permit application hearing has been scheduled and public notice has been given, the Examiner will grant a postponement request only if the Staff has adequate time and resources (and is willing) to send timely cancellation notices to all persons who were sent the initial hearing notice. A cancellation notice is "timely" only if mailed three or more days prior to the date of the scheduled hearing. If timely cancellation notices are not sent, the Examiner will convene the scheduled hearing.

c) Postponement will not be granted where to do so would violate any state or City procedural time lines, such as deadlines for bringing a matter to hearing or issuing a decision, unless the applicant agrees in writing to waive such time lines.

d) A postponement granted under this Rule 408 shall be noticed in accordance with SMC 20.10.180(1).

412 <u>Postponement of Administrative Appeal Hearings</u>

a) Only the appellant and/or respondent may request postponement. Postponement requests made before the scheduled hearing has been convened must be filed in writing with the City. The City shall promptly FAX or E-mail the request to the Examiner.

b) The Examiner will grant a postponement request in combined project permit application and appellate proceedings filed jointly by the principal parties only if the Staff has adequate time and resources (and is willing) to send timely cancellation notices to all persons who were sent the initial hearing notice. A cancellation notice is "timely" only if mailed three or more days prior to the date of the scheduled open record hearing. A new hearing date and time will be set in consultation with the parties. If timely cancellation notices are not sent, the Examiner will convene the scheduled hearing.

c) The Examiner will grant postponement requests filed jointly by the principal parties in all other appellate proceedings.

d) The Examiner will not grant *ex parte* postponement requests except in extraordinary circumstances.

e) Postponement will not be granted where to do so would violate any state or City procedural time lines, such as deadlines for bringing a matter to hearing or issuing a decision, unless the applicant (or appellant where there is no underlying applicant) agrees in writing to waive such time lines.

f) A postponement granted under this Rule 412 shall be noticed in accordance with SMC 20.10.180(2).

416 <u>Continuation or Postponement at Hearing</u>

a) The Examiner may continue or postpone proceedings for any good cause she/he deems reasonable and appropriate within the time limits imposed by relevant ordinances. If the Examiner determines at a hearing that there is good cause to continue or postpone such proceeding and specifies the date, time, and place on the record, no further notice is required.

b) Continuation/postponement will not be granted where to do so would violate any state or City procedural time lines, such as deadlines for bringing a matter to hearing or issuing a decision, unless

the applicant (or appellant where there is no underlying applicant) agrees in writing or orally on the record to waive such time lines. In all cases subject to a 90-day or 120-day decision time limit, continuances/postponements shall be made to the soonest available date and time of hearing room and Examiner availability and shall in no case extend beyond Day 75 of the 90-day time limit or Day 105 of the 120-day time limit, whichever applies, unless such waiver is granted.

420 Extension of Continuation/Postponement Dates

a) When a hearing has been continued or postponed to a date and time certain, the Examiner may administratively cancel the established hearing date and further continue or postpone the hearing as follows:

1) The request must be made in writing by the applicant/appellant, must be received by the City not less than 30 days prior to the established hearing date, and must state why a further delay is desired.

2) The Staff must assure the Examiner that the City has adequate time and resources (and is willing) to send timely cancellation notices to all persons who were sent the initial hearing notice and to all parties of record. A cancellation notice is "timely" only if mailed three or more days prior to the date of the scheduled open record hearing.

3) The Examiner will grant or deny the request in writing based upon consideration of the public interest impacts of the request. A copy of the Examiner's action will be sent to the applicant/appellant and to the Staff.

b) When a hearing has been continued or postponed indefinitely subject to a "Not Later Than" (NLT) date, the Examiner may administratively grant extensions of the NLT date as follows:

1) The request must be made in writing by the applicant/appellant and must state why a further delay is desired.

2) The request must be received by the Examiner: not less than 30 days prior to the NLT date; and prior to the distribution of notice of the date, time and place for the continued/postponed hearing.

3) The Examiner will grant or deny the request in writing based upon consideration of the public interest impacts of the request. A copy of the Examiner's action will be sent to the applicant/appellant and to the Staff.

c) A cancellation, continuance or postponement of a project permit application hearing made under this Rule 420 shall be noticed in accordance with SMC 20.10.180(1). A cancellation, continuance or postponement of an administrative appeal hearing made under this Rule 420 shall be noticed in accordance with SMC 20.10.180(2).

PART 500
RECONSIDERATION AND CLERICAL CORRECTIONS

504 Reconsideration

a) Reconsideration requests shall conform to the requirements of SMC 2.10.260. Reconsideration requests must be filed in writing with the City Clerk's Office within ten (10) days of the date of the Examiner's Decision. Untimely filed requests will not be considered. A request for reconsideration filed by the applicant/appellant shall be considered an extension of time mutually agreed for the purposes of timely permit processing.

b) Requests for reconsideration must: include the name, mailing address, and daytime telephone number of the petitioner; identify the specific findings, conclusions, actions, and/or conditions for which reconsideration is requested; specify upon which of the grounds listed in SMC 20.10.260(1) the requestor relies; and describe the specific relief requested.

c) The City shall E-mail or FAX requests for reconsideration to the Examiner within one business day of filing The Examiner may consolidate for action, in whole or in part, multiple requests for reconsideration of the same decision where to do so would facilitate procedural efficiency.

d) The Examiner shall dispose of reconsideration requests in writing. The Examiner may, at his/her discretion:

1) Deny the request.

2) Issue an amended decision after reconsideration.

3) Issue an order giving all parties of record an opportunity to submit written comments responding to the reconsideration request(s). No written comments will be accepted until requested by the Examiner. Where comments are desired, the Examiner shall issue an order allowing parties of record 10 working days after mailing of the order to submit written comments. City staff shall mail a copy of the order and the reconsideration request(s) to all parties of record. Within 14 days after close of the comment period, the Examiner shall act in accordance with (1), (2), or (4) herein.

4) Issue an order to reopen the open record hearing to consider new evidence, proposed changes in the application, and/or the arguments of the parties. Except in extraordinary circumstances, a reopened hearing shall be convened within 30 days of the issuance of the order. Notice of the reopened hearing date (which may, at the Staff's option, be the order itself) shall be mailed by the City to all parties of record not less than 10 days prior to the date of the hearing. The reopened hearing shall be limited to the matters contained within the reconsideration request(s). Within 14 days after close of the reopened hearing, the Examiner shall act in accordance with (1) or (2) herein.

e) A reconsideration request for which one of the actions specified in Rule 504(d) has not been taken within 10 days of close of the reconsideration period shall be deemed to have been denied.

f) The Examiner's action following reconsideration is not subject to further requests for reconsideration.

508 <u>Clerical Corrections</u>

The Examiner may correct obvious clerical errors in decisions on his/her own initiative or in response to a request from a party of record. Clerical corrections are limited to those clearly identifiable from the public

record. Issuance of a clerical correction has no effect upon any time limit provided under code or these Rules.

PART 600
MISCELLANEOUS PROVISIONS

604 Summary Orders on Remand

a) When an Examiner decision has been remanded in whole or in part by an appellate body, and when the remand order either does not require or bars the taking of additional testimony or evidence, and when the Examiner believes that the record provides an adequate basis to rule on the remanded issue(s), then the Examiner shall issue a written summary order without further hearing.

b) Summary orders shall be sent to all persons who received the original decision.

c) Summary orders shall have the same legal effect as did the original decision except as to any code-established limits on appeal.

608 Case Record - Content

The official case record of a hearing conducted by the Examiner shall consist of:

a) A written case record including all documentary written materials and other exhibits submitted for consideration by the Examiner and the Examiner's decision(s), together with the register of parties of record and the list of exhibits and witnesses maintained by the clerk.

b) An analog or digital recording of the open record hearing. Where a qualified court reporter retained by the City reports the hearing, the reporter’s transcript of proceedings shall constitute the official transcript of the oral proceedings.

612 Case Record - Disposition

The integrity of all materials which have become a part of the case record shall be maintained. The City is responsible for retention of the official case record as required by law.

616 Recusal of Examiner

a) When the Examiner deems her/himself disqualified to preside in a particular proceeding, she/he shall withdraw by notice on the record as soon as the need for recusal becomes known/apparent to the Examiner.

b) Any person may request recusal of the Examiner in a particular case. Such a request shall be raised as soon as the basis for disqualification is known to the person and shall state the grounds for the request with as much specificity as possible.

c) The Examiner’s decision on a recusal request shall be documented in writing and placed in the relevant case file (preferably as a marked exhibit whenever possible) or delivered orally during the open record hearing.

d) If, after considering the merits of a recusal request, the Examiner determines not to recuse her/himself, the raising of such request shall in no way be considered by the Examiner in rendering a decision on the substantive case at hand.

620 Withdrawal of Applications/Appeals

a) Withdrawal of an application/appeal shall be made by the applicant/appellant in writing, except as provided herein, and shall be accepted in the following manner:

1) Withdrawal Prior to Publication of Public Hearing Notice The applicant/appellant shall notify the Staff, which shall place the withdrawal in the official case file. No further action by the City is necessary.

2) Withdrawal after Issuance of Public Hearing Notice but prior to Open Record Hearing The applicant/appellant shall notify the City which shall place the withdrawal in the official case file. The City shall forthwith notify the Examiner of the withdrawal. Where sufficient time and resources are available, a copy of the withdrawal may be mailed by the City to all persons to whom the notice of hearing was mailed. The scheduled hearing shall be automatically canceled.

3) Withdrawal at the Open Record Hearing The Examiner shall orally accept withdrawals made during the open record hearing. Withdrawal shall be documented by issuance of a written order which shall be placed in the official case file.

4) Withdrawal after the Open Record Hearing but Prior to Decision Issuance The applicant/appellant shall notify the City which shall place the withdrawal in the case file. The City shall forthwith notify the Examiner of the withdrawal. The City shall mail a copy of the withdrawal to all parties of record.

b) No appeal from a withdrawal is authorized. Withdrawal terminates City consideration of the application/appeal.

624 Mediation

Subsection 20.10.250(2) SMC incorporates into the SMC the Chapter 35.63 RCW requirement for mediation before filing judicial appeals in certain types of land use cases. The Examiner cannot ethically provide mediation in cases which he/she has heard and decided. Therefore, parties desiring mediation shall make their own arrangements with any qualified mediator of their choice.

North End Mayors' Meeting: March 7, 2017

Mayor Don Gerend attended the meeting today hosted by the City of Bothell, on the campus of the University of Washington Bothell. It was attended by mayors of Shoreline, Woodinville, Bothell, Kenmore and Sammamish, as well as Diane Carlson from King County and Brian from SCA. In addition we heard from the Congresswoman DelBene's staffer Molly, Chancellor Wolf Yeigh of UW Bothell and President Eric Murray of Cascadia College.

UW Bothell has some 5300 FTE's and 45 different programs including a recently added cyber security program. Enrollment has increased about 10%/year for the last four years. Half of their students are from King County, a third from Snohomish County and 9 out of 10 grads stay in this region after graduation. Chancellor Yeigh estimates that the college contributes some $230 million/year to Washington State's economy and $125 million to the City of Bothell, but we don't know what assumptions went into that estimate.

President Murray of Cascadia Community College pointed out that Cascadia's service area covers three school districts, including Lake Washington School District (and hence the north portion of Sammamish) and they have about 5,000 students, roughly half full time. They are a transfer institution, with about 80% of their students going on to a four year college or university.

Brian mentioned that SCA has a networking dinner scheduled for March 29th with Attorney General Ferguson as the guest speaker. Tomorrow there is a PIC meeting with the 6pm pre meeting dealing with the issue of regional growth centers. There were about 75 staff people from cities at the regional transportation summit last week (including Sammamish) focusing on connecting corridors and local roads and the need for funding authority for these roads. The plan is to bring elected together in May.

Diane Carlson told us that the Cultural Arts proposal "Access for All" will likely come to the KC Council Thursday to decide whether or not to put a 0.1% sales tax increase on the ballot in August. The proceeds would be distributed to regional and local cultural arts organizations with grants through 4Culture. I asked if historical societies would qualify and the answer was yes. Diane also mentioned that 75-80 individual electeds signed the pledge letter regarding inclusiveness (still open for more). There will be an immigrant refugee rights forum from 9:30 to noon on March 31st. There will be an Economic Development Summit on May 8th in conjunction with SCA. The Human Services levy is planned for the November election. There is a KC Charter review coming up and they are looking for appointments in the next 2 months; if interested, check with Diane.

Congresswoman DelBene is on the House Ways and Means Committee. According to Molly, the Congresswoman is planning a series of town hall meetings in her district and is setting up a

mobile office that will move around the District helping citizens with such questions as social security, etc. Her office also has a full time case worker for immigration issues.

The City of Bothell, according to Mayor Rheaume and new City Manager Jennifer Phillips, is rebuilding Main Street up to where the fire was. The goal is to make Main Street more pedestrian friendly. Mayor Chris Roberts of Shoreline said that Shoreline is working with King County of housing and homelessness issues.

Mayor Bernie Talmas of Woodinville told us about the huge multi-family project in Woodinville by developer Wagner. The first phase of some 250 units is completed; the total project is some 900 with another 300 proposed for adjoining property. The City owns the Old Woodinville School House with 3 acres and are looking for a developer to build a mixed use project on the site while preserving the schoolhouse.

Mayor David Baker of Kenmore again told us about the 49 acres of buildable land that has a buyer doing its due diligence. There is a workshop coming up. Conjecture has between 1100 and 3400 units going into the project; he thinks maybe 2200 units and he would like to see 16-18 story buildings. David also talked about the desire to have a passenger ferry between Kenmore and the U.W., close to the light rail station; getting resistance from U.W. crew officials.

We also discussed some of the bills in the Legislature; the public records act billed have passed out of the House and apparently the small cell installation bill (SB 5711) is progressing in the Senate with an amendment by Senator Carlyle containing sweeping pre-emption of city authority; AWC is advocating for an alternative which would allow cities to adopt a master permit process for small cell deployment.

Eastside Transportation Partnership (ETP)
February 10, 2017
Meeting Summary

I. **Public Comment –**
(Will Knedlik) Said that his comments were personal and did not represent the position of the ETA. Thanked the ETP for the ORCA data presentation being offered at the meeting. Criticized ORCA by saying that it was money wasted for the benefit of transit agencies and not riders. Said that the ORCA data analysis could tell how much more the eastside is paying than other areas for Metro transit service and Sound Transit.

II. **Approval of the January meeting summaries** – Approval of the January meeting summary was delayed to the March meeting. Councilmember Stilin asked if the meeting minutes could be distributed earlier than the night before the meeting.

III. **Southeastern King County Transportation Benefit District Proposal** –Maple Valley Councilmember Les Burberry presented a transportation benefit district proposal that includes residents of southeastern King County. The proposal seeks to include vehicle owners that reside in the areas surrounding and including Enumclaw, Covington, Black Diamond, Maple Valley and Unincorporated King County to approve by vote, the creation of a transportation benefit district. The district would impose a car tab fee to generate revenue. The district would then approach the legislature to match funds for four projects totaling $250M:

1. Highway 169 (Jones Rd. to SE 231st St.) 5 miles - $180 M
2. Highway 516 (185th Pl SE to SE 216th St.) 2 miles - $46M
3. Highway 410
4. Issaquah Hobart Rd roundabouts @ May Valley & Cedar Grove Rd - $4M

Councilmember Burberry said that he was securing resolutions from Covington, Enumclaw, Maple Valley and Black Diamond in the Spring of 2017. The required hearing at the King County Council and establishment of the benefit district could occur in the summer/fall of 2017. The ballot measure to the people to establish the district could occur the first quarter of 2018. The district would then seek legislative appropriation to match the benefit district funds during the 2019 session.

Questions & Discussion:
(Dreschler) Asked about other parts of Unincorporated KC. (Burburry) Responded that not all of unincorporated King County was included, just those in the southeastern portion of the county and outside of the RTA (areas not included in ST3).
(Arnold) Asked how much revenue would be generated from the area versus WSDOT's contribution. (Burberry) The $30 fee for the benefit district would be on top of an existing $20 benefit district fee already in place in several cities. Unincorporated King County residents would only pay the $30 fee. There is the potential for right of way to be purchased by the (King County) Flood Control District but the remainder would be purchased by the state.
(Ramos) Asked if there was a map available illustrating the area and projects. (Burberry) Circulated the map and commented that the district was everything south of Issaquah to the King boundary with Pierce County, and everything east of the Sound Transit (RTA) boundary to the county line.
(Ramos) Asked about revenues and projects. (Burberry) The $30 tab fee raises $70-90M, along with bond revenue and grants, 25% could be raised.
(Stokes) Asked how this proposal fit into WSDOT's plans,chedules and funding
(Burberry) The cities would be the project managers on these projects.

(Pascal) Question about overlapping benefit districts and fees – Issaquah already has a benefit district for example. (Burberry) Interlocal agreements with cities would be needed to make overlapping benefit districts run concurrently.

IV. ORCA Data Analysis –Alex Krieg, PSRC presented an update on the work of the ORCA Data Analysis project. ORCA was introduced in 2009, is accepted by 9 agencies. Market share ranges from 18-94% and accounts for 66% of the payments on transit in the region. ORCA's value to transit riders is that there is no need to carry cash or have exact change, transfers are automatically calculated and the card works on all transit agencies minimizing the need to know multiple fare structures. ORCA's value to the transit agencies is that it accurately apportions fare based on actual use, speeds boarding process by 4-6 seconds per rider vs. cash, and it can reduce delay and improve on time performance.

Every tap of the ORCA card becomes a data point and a resource of actual transit information. The first phase of the ORCA analysis was a 9-week sample of every tap, from every transit agency = 21M taps or data points. This had never been done before so there was a learning curve. The analysis encompassed more than just ORCA data. The analysis gave us the date, time, agency, route, any associated information with the pass (employer issued, day, youth, senior, low income etc.). When combined with automatic vehicle location data (via applications such as One Bus Away) and time this gives us the spatial location of the bus. From this analysis, differences between overall and ORCA ridership can be identified. This also produced commute trip generation information. One of the larger applications of this work is that it can be used to look at the characteristics of the built environment. Protecting data privacy and security was strongly stressed.

The market share of ORCA ridership, transfer behavior, and origin / destination analysis was produced. This is much richer data than PSRC has ever had since our model is predicated on origin and destination data alone. There are commute reduction findings such as: Cards with pass products have higher usage rate than e-purse cards. Employee match subsidies and flex time use are associated with increased transit usage. Cards issued to employees who also have access to free parking used transit 18% less.

This analysis connected with another at UW called "Data Science for Social Good." Students were being trained to perform analysis that generated positive, social outcomes. Four pending PHd students worked with this data to identify the limitations of the initial data, from multiple transit agencies, and getting the data organized so it could be manipulated and analyzed. The team identified big errors, cleaned up the data and helped us to understand its bias. If you are a cash paying rider this analysis knows less about you. The policy question here is how to balance what was gained about ORCA riders from this analysis vs. everyone else. The team built some tools and applied the market share analysis by census tracks – high or low ORCA usage was better visualized. They developed software applications that let you look at the data in a more stimulating way for example, looking at the business identification information in downtown Seattle showed the number of trips originating from each business. This information is useful to determine where trips are starting and ending to improve service delivery and encourage additional ridership.

The next steps: There is great interest to apply ORCA data to support effective transit operations. However, ORCA was built for financial transactions and not built to yield transit service improvement data. There will be an ongoing analysis using additional ORCA data with deliverables expected later this year.

<u>Questions and Discussion</u>:
(McNeal) Asked if there was a plan to remove the $5 fee charged to obtain the ORCA card. (Arkills) That would be discussed by the 9 transit agencies that use the card.

(McNeal) Asked of there was a plan to use the card with alternative transportation providers like Uber and Lyft. (Krieg) Seattle and King County are working with those firms. Those companies are private and don't have to share data.
(Drescher) Asked for an overview of the various types of ORCA cards that are distributed. (Krieg/Arkills) Spoke to the ORCA cards that companies provide employees that are "unlimited passport" cards. The cost per card is established annually based on the previous' year's number of trips taken. E Purse cards are also available that works more like a debit card.
(Krieg) Data uses are limitless but limited to those that can pay the $5fee to get the card. The fee is a potential barrier.
(Paylor) Seems like if 2/3 of the people use the ORCA card, you could extrapolate from the data for the rest.
(Odell) Asked if the agencies had any issue with this analysis and how it could affect service delivery and use of revenue decisions. (Krieg) The participating agencies prefer this data analysis versus unreliable bus surveys. (Arkills) 62% of transit in the state is provided by King County Metro with, Sound Transit, Community Transit and Pierce Transit next in size for service provision. The agencies are generally happy with this analysis.
(Odell) Asked about origin and destination data. (Krieg) Spoke to the repetitive nature of origin and destination data and how the trick is to eliminate random trips to isolate the patterns.

V. Good of the Order –

- Request for an online location for the presentations that are made at ETP meetings.
- Request for the link to this location to be put on the bottom of the ETP agenda.

(Alena Marshak) Representing Sound Cities Association spoke to the upcoming **Regional Transportation System Initiative** on Friday, March 3 where all cities in King County have been invited to identify a regional network and prepare a local roads package for the legislature.

  - Several members spoke to the need to be united in approach toward securing funding for local roads and spoke to how jurisdictions and our traffic are all interconnected.
  - Members encouraged Councilmember Burberry to participate in the larger regional discussions.

- **Final Legislative "One Pager"** – ETP members engaged in a discussion surrounding the legislative one pager. Chair Stokes clarified that the motion passed at the last meeting was to approve and use the short version and that some differentiations should be made to distinguish between the two documents and they should be resent.
- **2017 ETP Appointments & Dues** – Susan Oxholm King County staff member to the ETP distributed a document illustrating the 2017 ETP members that have sent in appointment forms and dues. The document illustrated which jurisdictions were still outstanding for either appointments or dues.
- **ETP Planning Committee** – Chair Stokes also spoke to this effort as an opportunity to convene various groups and that the ETP is a good coordinating board to be informed. The group then discussed alternatives to another technology in transportation conference and how the planning committee could better plan items for ETP to work on and hear about. The goal was to make ETP relevant to the region. Chair Stokes also spoke to the new hire being made by the City of Bellevue that will deal with technology in transportation. Other suggestions for the planning committee included hearing a legal analysis (of technology needs for jurisdictions and operators) for both state and local levels in regards to driverless vehicles. Other items identified for the Planning Committee included:

  From WSDOT:

  - April, SR 520 bridge opening

- Connecting Washington project updates
- I-405 tolling
- Road usage charge (WA Transportation Commission)

From Sound Transit:

- ST 2 East
- ST 3 East
- ST and KC park and ride management

From PSRC:

- T-2040 – project updates from the preservation/state of good repair, centers and finance committees

From King County:

- Eastside bus service update
- One Center City
- Metro Long Range Plan – METRO Connects Implementation
- Alternative Service projects on the eastside
- Eastside Rail Corridor

ETP Planning Committee members identified: Initial Planning Committee members were identified: Chair Stokes, Alan Van Ness, Amy Ockerlander. Councilmember Stilin agreed to chair the committee. Other members: Davina Duerr, Bill Ramos.

Chair Stokes adjourned the meeting at 9:09 a.m.

Eastside Transportation Partnership (ETP)
January 13, 2016
Meeting Summary

ETP Members Attending	
Deputy Mayor Alan Van Ness - Kenmore (Chair)	Councilmember Tom Odell – Sammamish
Mayor John Stokes – Bellevue	Councilmember Kathy Huckabay, Sammamish
Councilmember James McNeal – Bothell	Mayor Bernie Talmas – Woodinville
Councilmember Davina Duerr – Bothell	Councilmember Susan Boundy-Sanders – Woodinville
Councilmember Bill Ramos - Issaquah	Mayor Alex Marcos – Medina (Small Cities)
Stephanie Pure – King County	Councilmember David Lee – Medina (Small Cities)
Deputy Mayor Jay Arnold – Kirkland	Councilmember George Martin – Clyde Hill (Small Cities)
Councilmember Jeanne Petterson – Newcastle	Councilmember Amy Ockerlander – Duvall (SVGA)
Councilmember John Drescher – Newcastle	Dick Paylor (ETA)
Councilmember John Stilin – Redmond	Brian Doennebrink – Community Transit
Councilmember Angela Birney - Redmond	Charlie Howard – Puget Sound Regional Council
Councilmember Don Persson – Renton	Charles Prestrud – WSDOT

I. Public Comment

- (Hablewitz) Described taking his injured cat to the vet and how tolls affected him after moving to Marysville. Asked the ETP to consider the impacts of tolls when considering their legislative agenda.

II. Approval of the November and December meeting summaries – The meeting summaries from the November and December ETP meetings were approved.

III. Legislative Agenda – Members of the ETP engaged in a discussion surrounding the short and long versions of the draft ETP Legislative Agenda. Several members said they could not vote on the final version until the draft agenda had been reviewed by their respective city councils. The use of the document was discussed in Olympia and it was suggested that the short version should be the primary document used when talking with legislators. The purpose of the ETP legislative agenda vs. individual cities legislative agendas was discussed and recognition that the ETP legislative agenda doesn't match cities agendas' but is meant to represent regional issues.

The issue as to whether the I-405 Master Plan included toll lanes was raised. There was some discussion as to whether or not the plan was amended to include toll lanes during the work of the I-405 Master Plan Executive Committee and final approval by the legislature.

Mayor Stokes made a motion to use the short version as the primary document for use in Olympia this session. The vote passed with 16 in favor including (Bellevue (1), Kirkland (1), Issaquah (1), Redmond (2), Renton (1), Kenmore (1), Sammamish (2), Woodinville (2), Small Cities (2), Snoqualmie Valley Governments Association (2), King County (1). The City of Newcastle abstained from voting.

IV. Transportation Futures Presentation – Ben Bakkenta from the Puget Sound Regional Council presented Staff member presented an update on the main finding of the recently convened Transportation Futures Task Force. The Task Force was comprised of **16 members** that included utility and business leaders, former members of the U.S. Senate and House of Representatives, tribal representation and current elected officials including King County Executive Dow Constantine and Seattle Mayor Ed Murray.
The task force was assembled to address the **problem** that transportation system investments are not keeping with our rapidly growing needs and that traditional funding sources are no longer capable of maintaining or improving mobility in the region. The **charge** of the group was to provide

recommendations for an equitable, sustainable and environmentally responsible transportation system. To do this the group took context (where the region is headed), tools available (what to consider) and analyzed various funding scenarios (deciding on options) for support of Washington's transportation system into the future.

Development of the **financial strategy** required reasonable financing assumptions to generate existing or new revenue sources expected over the life of the PSRC's Transportation T2040 Plan. At question was $62.4B in funding assumed in the plan for 2014-2040 that relies on implementation of tolling and a mileage fee to replace the fuel tax. As of 2015, there is a $36B revenue gap to fund the needs identified in T2040 after accounting for existing and new revenue authorities including Connecting WA, local initiatives and ST3.

Challenges were identified because the proposal to move from the gas tax to alternative transportation funding must rely on legislative action and both the legislature and public are resistant to tolling. The transition to a mileage fee is a big change, there are limited city / county revenue sources available and T2040 backloads in the 3rd decade putting the local investments last. **Assumptions** developed by the task force included the notion that growth will increase and change demand, that the region has an incomplete and fragile transportation system and that technology will help but isn't a silver bullet.

The task force considered a series and **combination of both short and long term revenue sources**. All combinations could fulfill the $36B gap but with different impacts and costs. The task force learned that the greatest congestion benefits were from those funding tools that priced peak travel higher than off-peak.

Results from a statewide poll on transportation funding were released. Findings suggested: That a strong majority of Washingtonians prefer new transportation funds be used for a variety of projects (both roadway and transit). There was support for regions raising their own revenue as opposed to finding a statewide funding solution. More than 50% of those polled thought that both pay-per-mile (road usage charge) and tolling to be a bad idea.

The **Final Transportation Futures Report** recommended maximum use of existing authority, to establish a regional transportation authority, to achieve efficiencies, to investigate funding that pays for use (road usage charge) and to maintain flexibility in expenditures.

The WA Transportation Commission's pilot Road Usage Charge project and the PSRC's T2040 Finance Group were referenced as efforts underway that will further development of financial assumptions and work toward implementing an alternative to the fuel tax.

Questions & Discussion:
(Dreschler) Asked who authorized creation of the Transportation Futures Task Force and why there wasn't (elected official) representation from the eastside of King County. (Bakkenta) PSRC responded to an inquiry from King County in 2013 to consider tolling and funding. PSRC partnered with WSDOT and King County and used a federal grant to establish the task force as an independent body with a large consulting team. Kimberly Harris, CEO of Puget Sound Energy is an eastside business. Securing participation was based on availability and balance.
(Huckabay) Also expressed frustration that there wasn't eastside representation and spoke to the PSRC work on alternative funding associated with the T2040 update and their financial committee.
(Paylor) Observed that there was no representative from the I-405 corridor on the task force.

V. **King County Metro Transit Eastside Service Update** – Katie Chalmers and Jeff Lee from King County Metro provided an update on service hours on the eastside since passage of the King County budget.

Metro has experienced the largest service change in Metro's history and is experiencing all time high ridership. Overcrowding has led to an increased number of trips. Priority 1 investments have increased service hours by 6,300 on routes 212, 216, 218, and 255. Priority 2 investments are being made to increase scheduled reliability and added 3,000 hours to eastside routes. More time was built into schedules for travel time associated with congestion and for operators to take comfort station breaks. An additional 2,000 hours was added for drivers to make trips to the bathroom so that the breaks won't affect schedules. Service hours were added to routes 111, 114, 255, 271, 312 and the Rapid Ride F Line. Priority 3 investments are being made in the Fall of 2017-18 and include an additional 25,000 hours on the eastside including additions to routes 240, 245, 269 and new Saturday and Sunday service.

Questions and Discussion:
(Boundy-Sanders) Asked about Route 311 in Woodinville and how it has been dropped because the driver does not arrive. Asked if this service expansion to overcrowding was a response to this issue. (Chalmers) Metro tries not to drop routes repeatedly. This past summer and early fall, Metro had issues in getting enough drivers. Metro is hiring rapidly to meet the demand for drivers so that cancellations are reduced.

VI. Good of the Order

- (Outgoing) Chair Alan Van Ness expressed his appreciation for working with members of the ETP and mentioned the second year of the ETP-sponsored Technology in Transportation Conference success. He discussed how long it took for ETP to consider the legislative agenda for this year and expressed his support for the document with small tweaks to improve it.
- Mayor Stokes gave outgoing Chair Van Ness a small token of appreciation and thanks from the ETP for his service.

Other Attendees:

Juan	Acithra (spelling?)	Transpo
Hannah	Britt	WSDOT – I-405
Anne	Broache	WSDOT – I-405
Katie	Chalmers	King County Metro
Peter	Dane	Redmond
David	Hablewitz	Stop 405 Tolls.org
Jeff	Lee	King County Metro
Erin	Leonhart	Bothell
Kate	March	Bellevue
Allena	Marshak	Sound Cities Association
Susan	Oxholm	King County
Stephen	Padua	Kirkland
Bill	Popp	WM Popp Associates
Ariel	Taylor	King County Council

Transportation 2040 Update

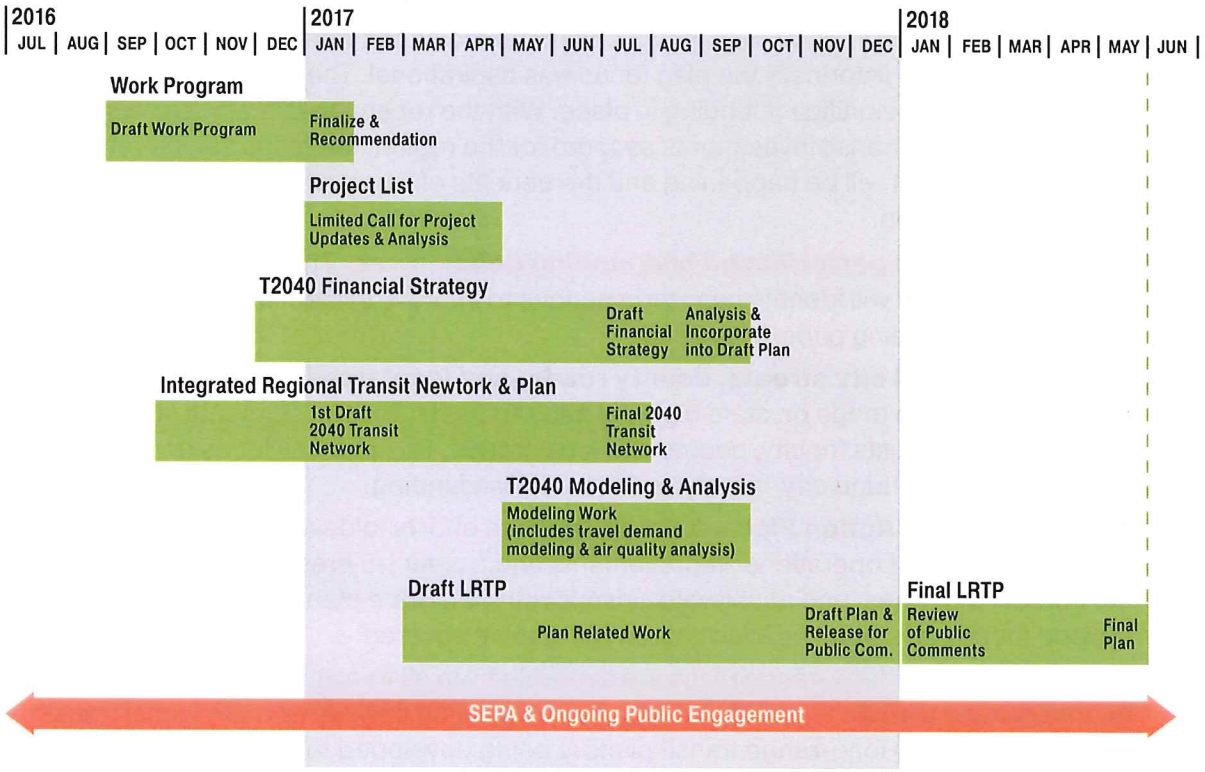
Transportation 2040 will undergo a federally required review and update starting in January 2017 and ending in Spring 2018. The update will be guided by the region's Transportation Policy Board. Final approval rests with PSRC's General Assembly.

The timing is good. The region is experiencing a surge in growth, big decisions have been made on major investments, and fast developing new technologies are challenging planners to rethink assumptions about the future.

The T2040 Update is expected to focus on the following themes:

1. **Showcase investments.** Much progress has been made on funding since the T2040 Plan was first adopted in 2010. Significant additional road and transit investments have now been secured. Historically the plan focus was aspirational. The difference now is that the current plan has significant funding in place. With the recent historically significant amount of road and transit investments secured for the region, the focus can be on communicating what will be happening and the benefits of investments for communities throughout the region.
2. **Address near-term performance and funding deficiencies.** The updated Transportation 2040 will identify near-term actions to improve system performance and close additional funding gaps, including:
   - New **tools to fund city streets, county roads, and local transit**. While significant progress has been made on state highway and regional transit investments, a significant funding gap still exists for city, county and local transit. This plan will focus on developing actionable ways to fund city, county and local transit funding.
   - A **State Facilities Action Plan** will document state efforts to develop an I-5 action plan identifying low cost operational improvements and a clear I-5 preservation plan, improve the flow of HOV lanes, and accelerate seismic retrofits. State plans for future projects beyond those in Connecting Washington will also be covered.
   - This is the first time long-range plans are available from all transit agencies in the region. An **integrated transit network and strategy** based on new service (ST3 local transit initiatives) and new long-range transit plans is being developed to show how transit fits together regionally and identify gaps.

3. **Get ahead on key issues.**
   - Examine existing and emerging new **technologies** and identify strategies to help the region prepare for the future.
   - Continue efforts to address **climate change** and work with state and regional partners.
   - Review funding trends and develop recommendations for **sustainable long-term funding** for the region.
   - Update estimated needs for **maintaining and preserving** the system.
4. **Meet Requirements.** Transportation 2040 will keep the region current with state and federal requirements.
   - **Freight** — being updated to reflect new federal and state programs and data
   - **Performance based planning** — builds on the prioritization work, includes federally-required performance measures, and will evaluate how the plan investments are meeting the region's goals.
   - **Coordinated Plan** — will update strategies to effectively meet the mobility needs of growing numbers of people experiencing mobility challenges due to age, income, or disability.
5. **Administrative.** As part of the T2040 Plan update, PSRC will update the T2040 Regional Capacity Project list, the SEPA analysis and the plan content to reflect current thinking. A robust public engagement process will guide this effort.



For more information or to schedule a briefing, please contact Robin Mayhew, Program Manager, at 206-464-7537 or rmayhew@psrc.org.
To submit a public comment for the Transportation 2040 plan update, please send an email to transportation2040@psrc.org.

Council Report

Bob Keller, PIC Alternate
3/21/17

Sound Cities Association (SCA)
Public Issues Committee (PIC) 3/8/17

The Pre PIC presentation on the PSRC, Regional Centers Framework Project warrants Sammamish Council and Staff attention.

Pre PIC Topic

Regional Centers Framework Update Project

Puget Sound Regional Council is working with its members and other partners to evaluate the regional centers framework and recommend structural changes to recognize regional and subregional centers using consistent designation criteria and procedures. If adopted, the new centers framework would inform future regional and local planning and investments.

Issaquah and Redmond both have approved Regional Growth Center designations. The possibility of creating new designations or reclassifying existing centers may have significant impact to both cities and consequently Sammamish. Note: Issaquah had four Councilmembers attend this session. I suggest further review by staff for Council guidance and add as an agenda item. Visit the link below for background.

http://www.psrc.org/growth/centers/update/

PIC Agenda Items

Action Item (With Sammamish Council Direction)

Appointment recommendations were made to the SCA Board of Directors by unanimous decision:

- Councilmember Dave Asher, Kirkland, be appointed as a member to the Mental Illness and Drug Dependency (MIDD) Advisory Committee;
- Councilmember Brenda Fincher, Kent, be appointed as an alternate member to the Mental Illness and Drug Dependency (MIDD) Advisory Committee;
- Councilmember Kathryn Campbell, SeaTac, be appointed as an alternate member to the King County Flood Control District Advisory Committee (KCFCDAC).

Items discussed (see PIC Package for detail)

7. PSRC Regional Economic Strategy

8. Cultural Access Sales Tax

9. Regional Committee 2017 Work Plans (RPC, RWQC, RTC)

10. Land Conservation and Preservation Work Plan

11. 2017 State Legislative Session

12. Future Levies and Ballot Measures in King County

13. Potential Upcoming SCA Issues

14. Upcoming Events

You are invited to attend the Sound Cities Association's Networking Dinner featuring Washington State Attorney General Bob Ferguson. Wednesday, March 29, 2017 – 5:30 PM – Inglewood Golf Club

Note: April PIC meeting is cancelled.

A copy of the SCA Public Issues Committee Report for March 8, 2017 is available upon request to the City Clerk, manderson@sammamish.us