City Council, Regular Meeting

AGENDA

6:30 pm – 10:00 pm

May 16, 2017

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Estimate time

Presentations/Proclamations **6:40 pm**

- Development Code Update

Student Liaison Reports

Public Comment **6:55 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 **7:25 pm**

- Payroll for period ending April 30, 2017 for pay date May 5, 2017 in the amount of $ 379,966.11

1. **Approval:** Claims For Period Ending May 16, 2017 In The Amount Of $1,810,637.19 For Check No. 47209 Through 47326
2. **Proclamation:** Kids to Parks
3. **Proclamation:** National Prevention Week, May 15 - 21, 2017
4. **Proclamation:** National Police Week, May 14 - 20, 2017
5. **Resolution:** Appointing Members to the Sammamish Youth Board
6. **Resolution:** Granting Final Plat Approval To The Plat Of Symphony Ridge II
7. **Resolution:** Appointing One Regular Member to the Sammamish Arts Commission
8. **Bid Award:** Sammamish Landing ADA Improvements/ WS Contractors, LLC

9. **Contract:** Construction Management Services for Sammamish Landing ADA Improvements/ HDR Inc.
10. **Contract Amendment:** Interim Maintenance Director and Maintenance Strategic Plan/Demarche Consulting
11. **Contract Amendment:** SE 4th Street Project/Perteet
12. **Approval:** May 1, 2017 Study Session Notes
13. **Approval:** May 2, 2017 Regular Meeting Minutes

Public Hearings

14. **Ordinance:** First Reading: Vacating A Portion Of 215th Avenue NE **7:35 pm**

15. **Resolution:** Approving Public Benefit Rating System, Current Use Assessment For The Pfaffe Property- King County Tax Parcel(S) No. 2025069108 & 2025069129 **7:50 pm**

Unfinished Business

16. **Ordinance:** Second Reading, Amending Chapters 21a.15, 21a.45, 21b.15, And 21b.45 Of The Sammamish Municipal Code Pertaining To Permanent And Temporary Signs **8:05 pm**

17. **Ordinance:** Second Reading: Granting To Zayo Group, LLC, A Nonexclusive Franchise To Install, Construct, Maintain, Repair, And Operate A Broadband Telecommunications System Within The Public Rights-Of-Way; Providing For Severability; And Establishing An Effective Date **8:20 pm**

New Business

18. Ordinance: First Reading: Amending Ordinance No. O2016-423, The 2017-2018 City Budget, For The Purpose Of Revising The 2017-2018 Biennial Budget; and the Finance and IT Department Update **8:35 pm**

19. **Ordinance:** First Reading: Adopting The Sammamish Electrical Code; Amending Title 16, Buildings And Construction, Of The Sammamish Municipal Code By Amending Chapter 16.05, Construction Codes; 16.20, Construction Administrative Code; And 16.25 Building And Property Maintenance Code; Providing For Severability; And Establishing An Effective Date **8:50 pm**

20. **Bid Authorization:** 212th Avenue SE Project **9:05 pm**

Council Reports/ Council Committee Reports **9:20 pm**

City Manager Report **9:40 pm**

- Update: Pilot Project Program

Executive Session – Property Acquisition pursuant to RCW 42.30.110(1)(b) **9:45 pm**

Adjournment **10:00 pm**

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

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
June 2017				
Mon 6/05	5/31	4:30 pm	Study Session	Department Report: Community Development Discussion: R-1 Land Use Density Analysis Discussion: Urban Forestry Management Plan
Tues 6/06	5/31	6:30 pm	Regular Meeting	Update Health & Human Services Needs Assessment Introduction and Public Hearing: 2018-2023 Transportation Improvement Plan Resolution: Approving King County Animal Services Contract (Tentative) <u>Consent:</u> Proclamation: Honor Guard Day Ordinance: Second Reading Amending the Biennial Budget (carryforward requests) Ordinance: Second Reading Electrical Codes Ordinance: Second Reading Franchise Agreement Zayo Group Bid Award: Major Stormwater Drainage Facility Repairs & Solutions/TBD Bid Award: Inglewood Hill Overlay Project/TBD Bid Award: 2017 Citywide Pavement Overlay Contract/TBD Bid Award: 212th Improvement Project (Snake Hill)/TBD Bid Award: Overlay Construction Support Contract
Tues 6/13	6/07	6:30 pm	Study Session	One Center City/Sound Transit, Metro, City of Seattle Discussion: Title 24 Comprehensive Planning Process & Procedures Update Discussion: Land Acquisition Strategy & Policy Discussion: 2018-2023 Transportation Improvement Plan
Tues 6/20	6/14	6:30 pm	Regular Meeting	**CANCELLED**

Tues 6/27	6/21	6:30 pm	Special Meeting	Presentation: Economic Development Analysis Final Report Department Report: Police Presentation: Emergency Management Update Public Hearing/Ordinance: First Reading Title 24 Comprehensive Planning Process & Procedures Update Resolution: Adopting 2018-2023 Transportation Improvement Plan <u>Consent:</u> Bid Award: SE 4th Street Improvement Project/TBD Bid Award: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project/TBD Resolution: Project Acceptance Intelligent Transportation System Phase I
Thurs 6/29		2:00 pm	Finance Retreat	Council Chambers
July 2017				
Mon 7/03	6/28	4:30 pm	Study Session	Meeting Cancelled
Weds 7/05	6/28	6:30 pm	Regular Meeting	Meeting Cancelled
Mon 7/10	7/05	4:30 pm	Special Study Session	Discussion: Transportation Master Plan Discussion: Stormwater Rate Study Update Discussion: Stormwater 6-year Capital Plan
Tues 7/11	7/05	6:30 pm	Special Meeting	Public Hearing/Ordinance: First Reading Comprehensive Plan Amendments Transportation Element Presentation & Discussion: Introduction to Land Acquisition Policy Ordinance: First Reading: Inglewood Historic Plat Drainage Requirements Ordinance: First Reading Stormwater Maintenance Code Updates Executive Session: Potential Land Acquisition <u>Consent:</u> Bid Award: Sahalee Way Stormwater Tightline Project (not related to Sahalee Way Project)/TBD Ordinance: Second Reading Title 24 Comprehensive Planning Process & Procedure Update

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 Bid Award: SE 4th Street Project/TBD Contract: Urban Forestry Management Plan Consultant/TBD
Aug 2017			No meetings	
Sept 2017				
Mon 9/04 **LABOR DAY**	8/30	4:30 pm	Study Session	Cancelled
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 <u>Consent:</u> Bid Award: Enhanced Crosswalk on ELSP near SE 33rd Street/TBD Resolution: Inglewood Hill Stormwater Quality Retrofit Project Acceptance
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: Communications Strategic Plan 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
Oct 2017				
Mon 10/02	9/27	4:30 pm	Study Ses sion	Department Report: Police Discussion: Police Services Analysis Discussion: Parking Ordinance Discussion: Inattentive Driving Ordinance
Tues 10/03	9/27	6:30 pm	Regular Meeting	Department Report: Fire Department Report: Administrative Services Resolution: Adopting Human Services Needs Assessment Discussion: Communications Strategic Plan <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) <u>Consent:</u> Bid Award: 2017 Asphalt Patching/TBD

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 Ordinance: First Reading City Parking Regulations Ordinance: First Reading Inattentive Driving Regulations <u>Consent:</u>
Tues 11/14	11/14	6:30 pm	Study Session	Discussion: Parks, Recreation and Open Space (PRO) Plan Update Discussion: Parks 6-year Capital Plan Discussion: YMCA Property Discussion: Transportation Master Plan
Tues 11/21	11/21	6:30 pm	Regular Meeting	Discussion: Maintenance Facility Strategic Plan <u>Consent:</u> Ordinance: Second Reading City Parking Regulations Ordinance:Second Reading Inattentive Driving Regulation 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 Resolution: Adopting the Communications Strategic Plan <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/TBD
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 Discussion: Parks 6-year Capital Plan
Tues 12/19	12/13	6:30 pm	Regular Meeting	
Jan 2018				
Mon 1/1				New Year's Day – City Offices Closed
Tues 1/2	12/26	6:30 pm	Regular Meeting	Oath of Office – New Councilmembers Election: Mayor/Deputy Mayor <u>Consent</u> Contract: Beaver Lake Park Phase 1 Improvement Project Design Consultant/TBD
Tues 1/9	1/3	6:30 pm	Study Session	
Tues 1/16	1/10	6:30 pm	Regular Meeting	
	To Be Scheduled		**To Be Scheduled**	**Parked Items**

	• Traffic Impact Fee Update • Discussion: Concurrency Ordinance • Contract: SE 24th St Sidewalk Design/TBD • Lk. Sammamish Water Level • Growth Centers • 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 • Presentation & Discussion: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project • Facility 6-year Capital Plan • Information Technology 6-year Capital Plan	• Discussion: Inner City Bus Service • Good Samaritan Law • Recycled Bags • 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

May 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	1 **4:30 pm** City Council Study Session	2 **5:00 pm** City Council Office Hour **6:30 pm** City Council Regular Meeting	3 **6:30 pm** Parks and Recreation Commission Meeting	4 **6:30 pm** Planning Commission Meeting - Canceled	5	6 **10:00 am** Volunteer at Lower Commons Park **1:00 pm** Au-Some Artists Movin' and Groovin'!
7	8	9 **5:00 pm** Joint Meeting with Parks Commission and Planning Commission **7:00 pm** City Council Study Session	10 **4:00 pm** Sammamish Farmers Market	11 **8:30 am** Trail Work at Beaver Lake Preserve **6:30 pm** Land Acquisition Strategy Public Meeting #2	12 **8:30 am** Trail Work at Beaver Lake Preserve	13 **8:30 am** Trail Work at Beaver Lake Preserve **10:00 am** Volunteer at Evans Creek Preserve
14	15	16 **6:30 pm** City Council Regular Meeting	17 **1:30 pm** Human Services Task Force Meeting **4:00 pm** Sammamish Farmers Market **6:00 pm** Sammamish Youth Board	18 **8:30 am** Trail Work at Beaver Lake Preserve **6:30 pm** Planning Commission Meeting	19 **8:30 am** Trail Work at Beaver Lake Preserve **9:30 am** Finance Committee Meeting	20 **8:30 am** Trail Work at Beaver Lake Preserve **10:00 am** Rig-A-Palooza **10:00 am** History Walk at Pine Lake Park
21 **8:30 am** Trail Work at Beaver Lake Preserve	22 **6:30 pm** Arts Commission Regular Meeting	23 **6:00 pm** PRO Plan Public Meeting #1	24 **4:00 pm** Sammamish Farmers Market	25 **8:30 am** Trail Work at Beaver Lake Preserve **6:00 pm** Inglewood Historic Plat Area Stormwater Code Amendments	26 **8:30 am** Trail Work at Beaver Lake Preserve	27 **8:30 am** Trail Work at Beaver Lake Preserve

28 **8:30 am** Trail Work at Beaver Lake Preserve	29 **12:00 am** Memorial Day (Observed) - City offices closed	30	31 **4:00 pm** Sammamish Farmers Market	1 **6:30 pm** Planning Commission Meeting	2 **5:00 pm** Skate Competition	3
4	5 **4:30 pm** City Council Study Session	6 **5:00 pm** City Council Office Hour **6:30 pm** City Council Regular Meeting	7 **1:00 pm** Human Services Task Force Meeting **4:00 pm** Sammamish Farmers Market **6:30 pm** Parks and Recreation Commission Meeting	8	9	10

June 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28 **8:30 am** Trail Work at Beaver Lake Preserve	29 **12:00 am** Memorial Day (Observed) - City offices closed	30	31 **4:00 pm** Sammamish Farmers Market	1 **6:30 pm** Planning Commission Meeting	2 **5:00 pm** Skate Competition	3
4	5 **4:30 pm** City Council Study Session	6 **5:00 pm** City Council Office Hour **6:30 pm** City Council Regular Meeting	7 **1:00 pm** Human Services Task Force Meeting **4:00 pm** Sammamish Farmers Market **6:30 pm** Parks and Recreation Commission Meeting	8	9	10
11	12	13 **6:30 pm** City Council Study Session	14 **4:00 pm** Sammamish Farmers Market **6:30 pm** Land Acquisition Strategy Public Meeting #3	15 **6:30 pm** Planning Commission Meeting	16	17
18	19	20 **6:30 pm** City Council Regular Meeting - Canceled	21 **4:00 pm** Sammamish Farmers Market	22	23	24
25	26 **6:30 pm** Arts Commission Regular Meeting	27 **6:30 pm** Special Meeting	28 **8:30 am** Art Exhibit **4:00 pm** Sammamish Farmers Market	29 **5:00 pm** City Council Financial Retreat	30	1
2	3	4	5	6	7	8

	4:30 pm City Council Study Session - Canceled	**12:00 am** Independence Day (Observed) - City offices closed **6:00 pm** Fourth on the Plateau **6:30 pm** City Council Regular Meeting - Canceled	**4:00 pm** Sammamish Farmers Market **6:30 pm** City Council Special Meeting - Canceled **6:30 pm** Parks and Recreation Commission Meeting	**6:30 pm** Planning Commission Meeting		

Memorandum

Date: May 16, 2017

To: City Council

From: Jeff Thomas, Community Development Director

Re: Consideration of a Development Code Update

Introduction

Sammamish is fast approaching 20 years since incorporation and continues to apply a development code largely structured and inherited from King County in 1999. Development code amendments in varying scope and subject matter have been completed over time. Recent significant examples of development code amendments include the Environmentally Critical Areas (2013), Temporary Homeless Encampments (2014), Tree Removal and Retention (2015), Procedures (2016) and Signs (2017).

After the conclusion of the City Council retreat in January 2017, the City Manager requested staff to explore the feasibility of completing and adopting a new development code. Staff, in conjunction with Otak, Inc. currently working on contract for on-call planning services, worked on this feasibility question. Mandi Roberts of Otak, Inc. will provide a brief overview of the City's options for bringing its land use and development regulations together in a more cohesive, integrated, and easy to interpret format, similar to what is commonly referred to as a "unified development code."

Background

Upon incorporation, the City of Sammamish inherited much of its development code from King County. The structure of this code remains largely the same as it was during the City's first years. At this point in time, growth and change in the community are creating new challenges in applying the regulations effectively; core "constituents" of the municipal code, have also evolved. An updated development code can respond to currents demands to address current trends in land use patterns and development as well as to support and implement Comprehensive Plan policies.

Practically speaking, there are conflicting areas of regulation throughout the current development code, as well as older regulations that are not well-integrated with the vision, goals, and community character of the Comprehensive Plan. In addition, related provisions and standards are scattered throughout different titles and chapters of the development code, making it difficult for the development industry and Sammamish citizens alike to clearly understand the full breadth of requirements applicable to development proposals.

The City may be interested in exploring the opportunity to bring land use and development regulations together in a more cohesive, integrated, and easy to interpret format, similar to what is commonly referred to as a "unified development code." A transition to a unified development code may retain some traditional and Euclidean zoning provisions, but would also present an opportunity to integrate more form-based provisions and other innovative approaches.

Benefits of a unified development code include:

- Consolidation of development-related regulations including zoning requirements, subdivision regulations, design and development standards, and review procedures for more effective implementation;
- Updated provisions that remove conflicts, areas of overlapping guidance, and inconsistencies;
- Clarification of processes and more efficient adaptation, review, and approval procedures;
- Updated provisions that support implementation of stormwater and critical areas regulations, consistent with changing state requirements and low impact development practices;
- More consistent and effective implementation of the city's Comprehensive Plan and other adopted plans and policies; and
- Integration of new provisions that support the community's desired character and profile and that facilitate sound development principles modern site development best practices, including energy and water conservation and other green building and infrastructure approaches.

Sample Draft Framework / Timeline

To assist in answering the feasibility question, the City requested a sample draft framework and timeline from Otak, Inc. which determined completing and adopting a unified development code would require approximately 18 to 24 months to complete, professional planning consultant services, 1 to 2 FTE City staff planner resource, a comprehensive public outreach and input plan, continuous legal review services, all with an anticipated project budget between $250,000 and $300,000. The sample draft framework is as follows:

1. Assessment, Engagement/Issues Identification, and Best Practices Examples/Research
   - Complete a general assessment of land use and development code provisions, identifying strengths, weaknesses, opportunities, and constraints.
   - Gather examples of development codes of other communities that illustrate how codes have been structured to address the challenges and inconsistencies in Sammamish. Examples will focus primarily on organization and readability, not necessarily on content or policy issues. Research will include exploring innovations in the use of electronic technology and graphics in codes to illustrate desired practices and provisions.
   - *Timeframe: 3 to 4 months*

2. Create Framework for the Update
   - Develop framework for reorganizing and updating land use and development code.
   - *Timeframe: 3 to 4 months*

3. Draft Code Modifications
   - Craft and compile draft code modifications pertaining to each title, chapter, and section of the code in an organized format for incremental review and discussion with City staff, the advisory

committee, and Planning Commission. A process for review, discussion, and implementation of code modifications will occur through a series of meetings and reviews of various sections of the code, focusing on recommended updates to structuring and content within each section. Once draft modifications are prepared, the community will be engaged to share and gather input on the proposed code updates.

- *Timeframe: 8 to 10 months*

4. Final Code Update
   - Once code modifications are incrementally reviewed and confirmed, the full update package will be finalized and prepared for legislative review through the Planning Commission and formal adoption by the City Council. As with the draft modifications, all discussions and areas of input will be documented to determine any final refinements prior to adoption.
   - *Timeframe: 4 to 6 months*

Please note a comprehensive public outreach and input plan would be integrated into this framework.

Should the City Council be interested in pursuing the completion and adoption of a unified development code, staff can work with the sample included above to refine and enhance into a draft framework this year for City Council to consider the funding and scheduling of this project to commence in 2018.

Exhibit 1

SUPPLEMENTAL AGREEMENT

Amendment Number: 5	Date: May 17, 2017
Project: SE 4th St Improvements	City Project number: N/A
Consultant: Perteet Inc.	Contract Number: C2015-181

The City of Sammamish desires to amend the agreement with Perteet Inc. for the SE 4th St Improvements. 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:

- Coordination and final design efforts for undergrounding overhead utilities
- Environmental analysis and coordination with outside resource agencies
- Hydraulic analysis and design for distributed stormwater system
- Mitigation to minimize existing and future stormwater impacts on Balmoral subdivision pond
- Design plans for side street impacts, Town Center development coordination, retaining walls to reduce impacts, and construction staging.
- Design refinement for two additional roundabouts
- Signal modifications at SE 4th Street and 228th Avenue SE

Scope: See attached Exhibit A Scope of Services Amendment No. 5 received April 3, 2017.

Fee: See Attached Exhibit A Scope of Services Amendment No. 5 for hourly rates with a sum not to exceed $176,753.00.

Original Contract Amount:	**Current Contract Amount**	**Net Change This Amendment**	**Estimated Contract Total After Change**
$1,198,382.00	**$1,316,733.00**	**$176,753.00**	**$1,493,486**

Perteet, Inc. _____ Date	Approved: City of Sammamish _____ Date

Exhibit "A"
Scope of Services
City of Sammamish
SE 4th Street (218th Avenue SE to 228th Avenue SE)
Amendment No. 5

Following is a summary of contract actions to-date:

Contract Element	Description	Date	Authorized Element Amount	Total Authorized Amount
Original Contract		10/7/15	$ 1,098,382	$ 1,098,382
MRF #1 Amendment #1	Additional contract duration, Council concepts, Open House, SE 4th/228th intersection.	6/14/16	$ 37,741	$ 1,136,123
MRF #2 Amendment #2	10 Appraisals & Review Appraisals	12/1/16	$ 44,500	$ 1,180,623
Amendment #3	Additional design effort, wetland analysis, SWPPP	12/1/16	$ 114,819	$ 1,295,442
Amendment #4	Additional appraisals, irrigation design, and Additional Environmental SEPA Response	2/2/17	$ 21,291	$ 1,316,733
Amendment #5	Utility Undergrounding coordination and design, additional environmental documentation, additional stormwater design, additional grading and design detail, construction staging	5/9/17	$ 176,753	$ 1,493,486

The City of Sammamish desires to amend the agreement with Perteet, Inc. for the SE 4th Street (218th Avenue SE to 228th Avenue SE) Improvement Project. All provisions in the basic agreement remain in effect except as expressly modified by this amendment. Additional elements added to the contract include:

- Coordination and final design efforts for undergrounding overhead utilities
- Environmental analysis and coordination with outside resource agencies
- Hydraulic analysis and design for distributed stormwater system
- Mitigation to minimize existing and future stormwater impacts on Balmoral subdivision pond
- Design plans for side street impacts, Town Center development coordination, retaining walls to reduce impacts, and construction staging.
- Design refinement for two additional roundabouts
- Signal modifications at SE 4th Street and 228th Avenue SE

The changes to the original Scope of Services agreement are identified below. At the end of this scope is a summary of the related budget changes.

Task 2 – Utility Coordination / Planning

This element of the work includes additional efforts to design and coordinate the undergrounding of existing overhead utilities with utility stakeholders, Puget Sound Energy, Comcast, and CenturyLink.

2.4 Final Design Utility Analysis and Coordination for Undergrounding

Based on the project's 60% design, the CONSULTANT will prepare a preferred utility joint utility trench (JUT) and vault location plan on roll plots at 1"=20' scale for the undergrounding of the franchise utilities in the corridor. These will be submitted to utility the franchise utilities for their review and comment. Up to one (1) refinement of this plan will be made based on comments from the franchise utilities to incorporate into the project's construction documents.

Deliverables:

- Concept layouts on a roll plot at 1"=20' scale (an initial preferred, and up to one refinement) distributed in PDF format to the franchise utilities via e-mail.

Task 4 – Environmental Documentation and Permits

4.9 Additional Coordination to Address Stream Typing

Additional information was requested by WDFW in a site meeting on February 28th to address the stream typing near 218th Place. Incorporate WDFW letter regarding the site visit and observations made by WDFW into the prior produced February 14 Technical Memorandum. The memorandum will be modified to characterize the stream typing per WAC 222-16 with provided, available, and observable information. Findings summarized in the revised memo will be also be cited in a revised Critical Areas Report and revised Biological Evaluation No-Effect Letter for City use and SEPA finalization and tribe response coordination. No other revisions or submittals are assumed at this time. This information will be also be provided electronically to the Corps for 404 review and supplemental coordination time (as budgeted/limited herein) is assumed to facilitate Corps review.

Deliverables:

- Revised Stream Typing Memorandum, updated Critical Areas Report, and revised Biological Evaluation No-Effect Letter. Draft and Final provided to City (one minor edit assumed from City review). Provide to City via email or electronic transfer PDF.

4.10 HPA Submittal and Coordination

Because of comments received from the Muckleshoot Tribe regarding the water course just west of 218th Place SE, Perteet will evaluate and prepare modifications to the

project JARPA based on the work described in Task 4.9, and will electronically submit the JARPA and plans illustrating instream work to WDFW for a Hydraulic Permit Approval (HPA). City will obtain (if possible) the TIR report for the plat north of SE 4th that installed the existing culvert that is proposed to be modified; the TIR (or information therein) will be used to show the culvert is sized to Q100 flow. One stream impact area is assumed pursuant to existing design drawings. HPA Permit fees will be paid by City. Up to six weeks of follow-up with WDFW will be provided (assumed to include weekly email correspondence by Perteet with CC to City). We assume for the purpose of this scope that the HPA will not be appealed and supplemental review information will not be required.

Deliverables:

- HPA submittal (via email) along with WDFW correspondence via email.

Task 8 – Hydraulics Analysis

The results of this work will be summarized in a Technical Information Report (TIR) conforming to City standards (based on 2009 King County Surface Water Manual and Sammamish Municipal Code 21B.85). Coordination and concurrence with City staff on Task 8.1 will be completed prior to performing Tasks 8.2 through 8.5. The CITY will provide available relevant studies in the area that the Consultant will review. This may include data from the Town Center plan and developments in the area.

8.4 Additional Water Quality Treatment, Flow Control and Conveyance

Project stormwater detention and water quality facilities must fit within the available right-of-way of SE 4th Street, and be coordinated with the undergrounding of overhead utilities. Additional property acquisition for stormwater facilities beyond the footprint necessary for the roadway improvements on SE 4th Street is not feasible. Also, soil conditions in the corridor will not accommodate infiltration. Rather than one or two detention and water quality facilities typical for each drainage basin, design a tiered set of facilities that are hydraulically linked to address project detention needs. Up to twelve (12) additional facilities will be included in this effort.

Deliverables:

- Analysis for the tiered stormwater detention system will be included in the project's final Technical Information Report

8.5 Updated Technical Information Report (TIR)

Prepare an updated Technical Information Report (TIR) following the requirements of the 2016 King County Surface Water Manual (KCSWM) covering the results of the project's final drainage analysis and design (the original scope based the TIR on the 2009 KCSWM). There are significant differences between the 60% and final designs in order to accommodate the undergrounding of overhead utilities. Refine drainage basin

maps for the project, including a breakdown of the Threshold Discharge Areas (TDAs) and respective discharge locations to reflect three (3) basin discharge points, rather than the two (2) originally assumed. The maps will identify the street drainage area limits and their relation to the City's established basins, contributing off-site drainage areas, direction of flow, existing conveyance and drainage facilities, and ground cover. The drainage maps showing contributing land located up-gradient (upstream) of the project will be based upon aerial orthographic photography provided by the City. The final TIR will include final plans developed from the project's final engineering phase to document proposed stormwater facilities. The report will follow the King County TIR format.

Deliverables:

- Two (2) copies of the final TIR in hard copy form, delivered by US Mail (submitted with final design submittal). Also, the final TIR will be submitted on DVD in PDF format.

8.7a Balmoral Subdivision Drainage Analysis

Further refine the drainage basin map for the basin draining into the Balmoral subdivision pond to identify the contributing area to the pond. The drainage map for the Balmoral pond area will show contributing land located up-gradient (upstream) of the project will be based upon aerial orthographic photography provided by the City. This scope does not include conducting a detailed field survey of land-use, impervious areas, or land cover of the drainage basins. Conduct a downstream analysis consistent with the requirements of the KCSWDM for the Balmoral pond discharge location. This will be a visual inspection of the downstream routes for one quarter mile downstream of project discharge locations. A written assessment of the condition of the channel will be prepared in accordance with a Level 3 downstream analysis. This level 3 downstream analysis will include a backwater analysis of the existing conveyance system for the 25 year and 100 year design storms for both the existing and proposed conditions.

This subtask will also include a field survey of the centerline of the potential conveyance pipe route from the 60% plan outfall on 222nd Avenue down to the outfall of the Balmoral Pond. Included in the field survey will be capturing the invert elevations of the pipes within the Balmoral pond.

Because additional area which currently may or may not drain to the Balmoral Pond will be routed through the pond in the proposed condition, a continuous model analysis of the pond in the existing and proposed conditions will be performed to determine if the pond will perform at least as well in the proposed condition as it does in the existing condition. It is assumed that the pond will continue to function as it does in the existing condition. If it does not function adequately, design of a system that routes the SE 4th Street runoff around the pond will be done.

Deliverables:

- Include documentation of level 3 downstream analysis in project's final TIR.

- Update project basemapping to include survey data collected for the Balmoral pond area.
- Technical memorandum in PDF format submitted via e-mail documenting continuous model analysis of the Balmoral pond in the existing and proposed conditions.

8.7b Balmoral Subdivision Routing

Storm system deficiencies have been reported to the City by Balmoral residents. Perteet will coordinate with the City to address these deficiencies with the SE 4th St Project. Also, if a Level 3 analysis shows that the Balmoral Pond cannot function adequately in the future with additional storm water runoff from the SE 4th St Project, a separate conveyance pipe from the SE 4th Street detention system will be designed and installed to route the SE 4th Street runoff past the Balmoral Pond without entering it. The design will add up to four (4) sheets to the construction document set for SE 4th Street. These sheets will include three (3) sheets of plan and profiles for the stormwater conveyance system, and one (1) sheet of details for the interception and setting of a new manhole on the existing Balmoral Pond outfall. Plans will be prepared at 1”=20’ scale when plotted on full-size 22”x34” sheets.

Deliverables:

- Four (4) additional plan sheets for stormwater conveyance system around Balmoral Pond (if required). Incorporate into the project’s Final Construction Document set.

Task 10 – Final Plans, Specifications and Estimate (60%, 90%, and FINAL)

10.3a Survey Control and Alignment Sheet

Add an additional survey control and alignment sheet (1 sheet) to the project plan set to capture additional control in the corridor for work through the Balmoral subdivision and on 225th next to Sammamish Village

10.4a Typical Roadway Sections

Add five (5) additional typical roadway section sheets to the project plan sheet to account for the varying conditions for the corridor. Included in these will be typical sections for the project’s roundabouts.

10.6a Paving and Grading Plans, Profiles and Miscellaneous Details

Add nine (9) additional project plan sheets to cover additional side road work on intersecting roadways of 218th Avenue SE, 222nd Place SE, 224th Avenue SE, and

225th Avenue SE. The design for the additional side road work north of SE 4th Street on 225th Avenue SE will be modified up to two (2) times to respond to changes on the Sky Apartments site.

10.7a Roundabout Plans and Miscellaneous Details

Add five (5) plan sheets to cover two additional roundabouts in the corridor.

10.8a Drainage Plans/Profiles and Miscellaneous Details

Add twenty-six (26) additional project plan sheets for the distributed detention and water quality system necessary to keep drainage facilities within the SE 4th Street right-of-way.

10.10a Channelization and Signing Plans and Miscellaneous Details

Add four (4) additional project plan sheets for miscellaneous details to address elements such as walls, handrails and other items.

10.13a Construction Staging Plans

Add ten (10) additional project plan sheets to provide guidance to the Contractor to address the additional complexity of maintaining existing facilities within the right-of-way while constructing the new underground facilities and roadway.

10.15a Specifications

Add Contract Provisions ("Specifications") for the signal elements of the project at the intersection of SE 4th Street and 228th Avenue SE, along with additional descriptions for traffic control and utility coordination based on English units for the 90% and final submittals. Instead of the originally scoped 2014 WSDOT/APWA Standard Specifications, use the 2016 WSDOT/ APWA Standard Specifications as a basis for the Contract Provisions.

10.16 Signal Plan, Details, and Wiring Diagram

Prepare a signal plan and supporting details and wiring diagram (total of five (5) sheets) to reconstruct the signal elements at the southwest corner of the intersection of SE 4th Street and 228th Avenue SE.

Deliverables:

- Updated Plans and Specifications for 90% and Final submittals.

Consultant Fee Determination Summary – Perteet, Inc

Project: Sammamish SE 4th St - 218th to 228th - Supplement No. 5
Client: City of Sammamish

Hourly Costs Plus Fixed Fee Estimate			
Classification	**Hours**	**Rate**	**Amount**
Principal	8.00	72.12	$577
Principal	11.00	79.52	$875
Sr. Associate	10.00	54.86	$549
Sr. Associate	32.00	62.06	$1,986
Lead Engineer / Mgr	10.00	43.27	$433
Engineer III	124.00	37.68	$4,672
Engineer III	282.00	37.70	$10,631
Engineer II	314.00	30.00	$9,420
Engineer II	292.00	32.03	$9,353
Lead Technician/Designer	308.00	34.67	$10,678
Planner II	12.00	35.88	$431
Lead Ecol/Mgr	94.00	45.00	$4,230
Professional Land Survey II	14.00	40.80	$571
Professional Land Survey I	12.00	32.03	$384
Office Technician	8.00	32.60	$261
Survey Manager	1.00	46.28	$46
Clerical	4.00	19.33	$77
Total Direct Salary Costs	**1,536.00**		**$55,175**
Overhead @		183.13%	$101,042
Fixed Fee @		32.00%	$17,656
Total Labor Costs			**$173,873**

Reimbursables			
In-House Costs	**Qty**	**Rate**	**Amount**
CADD/Computer	264	$10.000	$2,640.00
GIS	16	$15.000	$240.00
Total In-House Costs			**$2,880.00**

CONTRACT TOTAL	**$176,753.00**

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Peter G De Boldt _____ Date: May 10, 2017 _____

Exhibit 1

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: May 11, 2017

RE: Claims for May 16, 2017

$ 1,000.00
94,113.02
442,142.52
1,270,448.87
2,932.78

Top 10 Over $10,000 Payments

Eastside Fire & Rescue	$598,337.66	Fire Services - May 2017
Lk Wa School District	$124,453.00	School Impact Fees - April 2017
RWC Group	$94,113.02	Dump Truck V-054
King County Water & Land	$88,503.08	Water Quality - Pine & Beaver Lakes & BLMD 2016
BMC Pine Ridge	$73,391.04	Refund - Traffic Impact Fees & Bond
City Of Bellevue	$62,860.00	Human Services Pool - 1st Qtr 2017
Issaquah School District	$50,519.50	School Impact Fees - April 2017
King County Finance	$49,143.78	Road Services & Transit Now Program
Perteet	$46,005.21	Inglewood Hill Stormwater Project
DeMarche Consulting	$43,825.00	City Works Relaunch & Maintenance Mgmt Support

TOTAL $1,810,637.19

CHECK # 47209 - #47326

1,000.00 +
94,113.02 +
442,142.52 +
1,270,448.87 +
2,932.78 +
1,810,637.19G+

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 4/27/2017 - 2:32 PM

Check	Date	Vendor No	Vendor Name		Amount	Voucher
47209	04/28/2017	UNITEDAU	United Auto Body		1,000.00	47,209
				Check Total:	1,000.00	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 5/2/2017 - 10:54 AM

Check	Date	Vendor No	Vendor Name		Amount	Voucher
47210	05/03/2017	RWC	RWC Group		94,113.02	47,210
				Check Total:	94,113.02	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 5/5/2017 - 10:27 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
47211	05/05/2017	AWCLIF	Association of Washington Cities	231.60	47,211
47212	05/05/2017	AWCMED	AWC Employee BenefitsTrust	162,132.70	47,212
47213	05/05/2017	CENTURY	Century Link	66.99	47,213
47214	05/05/2017	CITICARD	Citi Cards	1.70	47,214
47215	05/05/2017	CLODT	Monte D. Clodt	23,476.00	47,215
47216	05/05/2017	COMCAST2	Comcast	369.07	47,216
47217	05/05/2017	FRONTIR2	Frontier	392.92	47,217
47218	05/05/2017	ICMA401	ICMA 401	53,593.99	47,218
47219	05/05/2017	ICMA457	ICMA457	16,554.18	47,219
47220	05/05/2017	IDHW	Idaho Child Support Receipting	200.00	47,220
47221	05/05/2017	ISD	Issaquah School District	50,519.50	47,221
47222	05/05/2017	JACKSONJ	Janie Jackson	84.56	47,222
47223	05/05/2017	KINGPET	King County Pet Licenses	150.00	47,223
47224	05/05/2017	LEGALSHI	Legal Shield	121.60	47,224
47225	05/05/2017	LWSD	Lake Washington School Dist	124,453.00	47,225
47226	05/05/2017	MAIER	George & Heather Maier	3,775.75	47,226
47227	05/05/2017	NAVIA	Navia Benefits Solution	2,311.59	47,227
47228	05/05/2017	PSE	Puget Sound Energy	2,149.03	47,228
47229	05/05/2017	SAM	Sammamish Plateau Water Sewer	727.77	47,229
47230	05/05/2017	WASUPPOR	Wa State Support Registry	830.57	47,230
			Check Total:	442,142.52	

Check	Date	Vendor No	Vendor Name	Amount	Voucher
47281	05/16/2017	MRMOBILE	Mr. Mobile Automotive Service LLC	5,153.50	47,281
47282	05/16/2017	MSC	MSC Industrial Supply Co	82.30	47,282
47283	05/16/2017	MULTIVIS	Multivista	3,891.99	47,283
47284	05/16/2017	NELSONCO	Walter E. Nelson Company	67.54	47,284
47285	05/16/2017	NESAM	NE Sammamish Sewer & Water	425.70	47,285
47286	05/16/2017	NUVELOCI	Nuvelocity	2,525.34	47,286
47287	05/16/2017	OER	Olympic Environmental Resource	30,668.61	47,287
47288	05/16/2017	OTAK	Otak	5,772.42	47,288
47289	05/16/2017	PACAIR	Pacific Air Control, Inc	1,052.25	47,289
47290	05/16/2017	PACPLANT	Pacific Plants	284.90	47,290
47291	05/16/2017	PEAKDEMO	Peak Democracy Inc	9,000.00	47,291
47292	05/16/2017	PERTEET	Perteet, Inc.	46,005.21	47,292
47293	05/16/2017	PLANTSCA	Plantscapes, Inc	3,949.00	47,293
47294	05/16/2017	POLLARD	Andrea F. Pollard	770.00	47,294
47295	05/16/2017	Provac	PRO-VAC	21,679.56	47,295
47296	05/16/2017	QUALITYT	Quality Towing, Inc.	462.06	47,296
47297	05/16/2017	RAINIER	Rainier Wood Recyclers Inc	112.40	47,297
47298	05/16/2017	REDMOND	City Of Redmond	34.00	47,298
47299	05/16/2017	REPUBLIC	Republic Services #172	3,809.13	47,299
47300	05/16/2017	ROTARSAM	Rotary Club of Sammamish	156.00	47,300
47301	05/16/2017	SEATIM	Seattle Times	4,547.99	47,301
47302	05/16/2017	SECUREAS	Secure A Site, Inc	94.61	47,302
47303	05/16/2017	SEQUOYAH	Sequoyah Electric, LLC	5,631.77	47,303
47304	05/16/2017	SITEONE	Site One Landscape Supply LLC	2,687.60	47,304
47305	05/16/2017	SNYDER	Snyder Roofing of WA LLC	1,959.85	47,305
47306	05/16/2017	SPRINGST	Springsted Inc	6,735.00	47,306
47307	05/16/2017	STANTEC	Stantec Consulting Services	13,279.27	47,307
47308	05/16/2017	TAGS	Tags Awards & Specialties	14.85	47,308
47309	05/16/2017	TRANSOLU	Transportation Solutions, Inc	4,176.25	47,309
47310	05/16/2017	USBANKNA	US Bank N.A.	58.00	47,310
47311	05/16/2017	UTILITIE	Utilities Underground Location Ctr	642.42	47,311
47312	05/16/2017	VERIZON	Verizon Wireless	8,414.77	47,312
47313	05/16/2017	VOYAGER	Voyager	5,195.98	47,313
47314	05/16/2017	WATERSH	The Watershed Company	3,844.07	47,314
47315	05/16/2017	WC3	West Coast Code Consultants, Inc	4,490.88	47,315
47316	05/16/2017	WESCOM	Wescom	88.00	47,316
47317	05/16/2017	WESTERNE	Western Entrance Tech LLC	343.20	47,317
47318	05/16/2017	WMCA	Wa Municipal Clerks Assoc	75.00	47,318
47319	05/16/2017	WORKSAFE	A Work Safe Service, Inc	55.00	47,319
47320	05/16/2017	ZAGARS	Andrew Zagars	135.28	47,320
47321	05/16/2017	ZEE	Zee Medical Service	501.08	47,321
47322	05/16/2017	ZUMAR	Zumar Industries, Inc.	1,089.47	47,322
			Check Total:	1,270,448.87	

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 5/10/2017 - 2:03 PM

City of Sammamish Washington

Check	Date	Vendor No	Vendor Name	Amount	Voucher
47231	05/16/2017	AFM	American Forest Mgmt, Inc.	1,000.00	47,231
47232	05/16/2017	AHBL	AHBL Inc	4,861.25	47,232
47233	05/16/2017	ARC	ARC Architects	4,863.50	47,233
47234	05/16/2017	BELLCITY	City Of Bellevue	62,860.00	47,234
47235	05/16/2017	BLACKBUR	Kimberly Blackburn	300.00	47,235
47236	05/16/2017	BMC	BMC East LLC	278.89	47,236
47237	05/16/2017	BMCPINE	BMC Pine Ridge LLC	73,391.04	47,237
47238	05/16/2017	BUCHAN	Wm. Buchan, Inc.	16,079.85	47,238
47239	05/16/2017	CADMAN	Cadman, Inc.	563.01	47,239
47240	05/16/2017	CDW	CDW Govt Inc	15,135.75	47,240
47241	05/16/2017	CENTRALW	Central Welding Supply	101.83	47,241
47242	05/16/2017	COMATTRI	Community Attributes Inc	17,976.25	47,242
47243	05/16/2017	COMCAST2	Comcast	9.44	47,243
47244	05/16/2017	COMCAST3	Comcast	1,287.42	47,244
47245	05/16/2017	CONSERVA	Conservation Technix Inc	4,723.82	47,245
47246	05/16/2017	CONSOLID	Consolidated Press	7,715.04	47,246
47247	05/16/2017	COSTCO	Costco Wholesale	4,348.25	47,247
47248	05/16/2017	CUNNINGH	J. A. Cunningham Consulting LLC	3,753.75	47,248
47249	05/16/2017	DAILY	Daily Journal of Commerce	356.00	47,249
47250	05/16/2017	DEMARCHE	Demarche Consulting Group Inc	43,825.00	47,250
47251	05/16/2017	EASTFIRE	Eastside Fire & Rescue	598,337.66	47,251
47252	05/16/2017	ESA	ESA	1,385.00	47,252
47253	05/16/2017	EVANS	David Evans & Associates, Inc	22,501.54	47,253
47254	05/16/2017	EVERFORD	Evergreen Ford	1,247.32	47,254
47255	05/16/2017	FASTENAL	Fastenal Industrial Supplies	788.81	47,255
47256	05/16/2017	FASTSIGN	Fastsigns Bellevue	1,753.28	47,256
47257	05/16/2017	FEHRPEER	Fehr & Peers	3,345.00	47,257
47258	05/16/2017	FIREPROT	Fire Protection, Inc.	1,969.55	47,258
47259	05/16/2017	FUNRENT	Festival Rentals LLC	3,907.51	47,259
47260	05/16/2017	GFOA	Govt Finance Officers Assoc	50.00	47,260
47261	05/16/2017	GOODSON	David M. Goodson	840.00	47,261
47262	05/16/2017	GRAINGER	Grainger	17.44	47,262
47263	05/16/2017	GREATAME	Great America Financial Services	151.06	47,263
47264	05/16/2017	HENDRIKU	Hendrikus Organics, Inc.	8,335.12	47,264
47265	05/16/2017	HERMANSO	Hermanson Co LLP	557.33	47,265
47266	05/16/2017	HIGHWAYS	Highway Specialties LLC	3,591.50	47,266
47267	05/16/2017	HONEY	Honey Bucket	3,781.10	47,267
47268	05/16/2017	INDIA	India Assoc of Western Washington	750.00	47,268
47269	05/16/2017	INTERCOM	Inter Com Language Services	390.00	47,269
47270	05/16/2017	ISSCITY	City Of Issaquah	6,504.00	47,270
47271	05/16/2017	JIRSA	Barbara Jirsa	475.68	47,271
47272	05/16/2017	KINGFI	King County Finance A/R	49,143.78	47,272
47273	05/16/2017	KINGWAT	King County Finance	88,503.08	47,273
47274	05/16/2017	LAKESIDE	Lakeside Industries	162.80	47,274
47275	05/16/2017	LEGEND	Legend Data Systems, Inc	2,513.50	47,275
47276	05/16/2017	LEXIS	Lexis Nexis Risk Data Mgmt	57.83	47,276
47277	05/16/2017	LEYTON	Kimberly Leyton	1,115.73	47,277
47278	05/16/2017	LIFEENRI	Life Enrichment Options	750.00	47,278
47279	05/16/2017	MAILPO	Mail Post	2,253.61	47,279
47280	05/16/2017	MINUTE	Minuteman Press	1,877.30	47,280

Bill # 1

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 5/11/2017 - 9:35 AM

Check	Date	Vendor No	Vendor Name		Amount	Voucher
47323	05/16/2017	BMC	BMC East LLC		39.80	47,323
47324	05/16/2017	HARRIMAN	Ryan Harriman		272.83	47,324
47325	05/16/2017	WIDEFORM	Wide Format		473.00	47,325
47326	05/16/2017	WORKPOIN	Workpointe		2,147.15	47,326
				Check Total:	2,932.78	

Kids To Parks Day
PROCLAMATION

WHEREAS, May 20th, 2017 is the seventh Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Don Gerend, on behalf of the Sammamish City Council, do hereby proclaim May 20, 2017 as Kids to Parks Day in the City of Sammamish, and urge all residents of Sammamish to make time May 20th, 2017 to take the children in their lives to a neighborhood, state or national park. Dated this 16th day of May 2017

_____ _____

Mayor, Donald J. Gerend *Date*

City of Sammamish Washington

INCORPORATED AUGUST 31, 1999 Sammamish WASHINGTON BUILDING COMMUNITY TOGETHER

KIDS TO PARKS DAY NATIONAL PARK TRUST

City of Sammamish Washington

PROCLAMATION

National Prevention Week

NPW national prevention week

MAY 14-20, 2017

WHEREAS, substance use and mental health problems affect all communities nationwide. According to the 2015 National Survey on Drug Use and Health, an estimated 27.1 million Americans are current illicit drug users.1 Nearly 20.3 percent or 7.7 million young people report drinking alcohol in the past month, and one in five Americans ages 12 or older smokes cigarettes.2 Additionally, in 2015, 12.5 million Americans misused pain relievers, and for more than half of them, the last pain reliever they misused came from a friend or relative ; and

WHEREAS, with commitment and support, these and other behavioral health issues can be prevented. The focus of National Prevention Week this May is to prevent substance use and promote mental health. This year's National Prevention Week theme, "Making Each Day Count," recognizes the power each person has to influence the health and well-being of others by making prevention choices every day—whether it's by supporting someone who's going through a difficult time, by participating in activities that strengthen the community, or by instilling healthy habits in children from an early age. Taking part in prevention related activities and conversations help raise awareness of behavioral health issues and changes lives. ; and

WHEREAS, that's a message we need to spread far and wide. An estimated 12.3 million people in America are classified with substance dependence or abuse, and more than twice as many adults have a mental illness. The impact of substance abuse and mental illness is apparent in our local community. According to the 2015 Healthy Youth Survey, one in five King County teens in 10th grade reported using alcohol within the past 30 days and 18 percent of 10th graders in King County who were surveyed said they contemplated suicide. Additionally, one in every five King County adults (21%) report receiving a diagnosis of depression at some time during their lives. We have the power to change these numbers, and more importantly, change lives; and

WHEREAS, through National Prevention Week, people become more aware and able to recognize the signs of mental health problems and substance use. Equally important, community members of all walks of life learn what they can do to make each day count by helping to prevent these problems. Whether it's by being a shoulder for someone to lean on, leading someone to get help for a behavioral health issue before it worsens, or setting an example by staying substance-free, we all have a role to play in keeping the people around us—and ourselves—healthy and safe. ; and

WHEREAS, we, and others across the United States, need to recognize the seriousness of behavioral health issues in our communities, the power of prevention, and the tireless efforts of those working to make a difference. For the above reasons, I am asking the citizens of Sammamish to join me in observing National Prevention Week 2017 this May; and

NOW AND THEREFORE, I Donald J. Gerend, on behalf of the Sammamish City Council, do hereby proclaim the week of **May 14- 20, 2017** as **National Prevention Week** in the City of Sammamish, and call upon our community to observe this week with compelling programs and events that support this year's theme, "Making Each Day Count"

INCORPORATED AUGUST 31, 1999 Sammamish WASHINGTON BUILDING COMMUNITY TOGETHER

_____ _____

Mayor, Donald J. Gerend *Date*

Bill # 3

Proclamation

National Police Week 2017

To recognize National Police Week 2017 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Sammamish Police Department and the King County Sheriff's Office; and

WHEREAS, there have been 15,725 assaults against law enforcement officers in 2015, resulting in approximately 13,824 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 242 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 135 officers killed in 2016 and 123 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 29th Annual Candlelight Vigil, on the evening of May 13, 2017, during National Police Week, which takes place this year on May 14-20; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; and

THEREFORE, BE IT RESOLVED we, the City Council of the City of Sammamish, do hereby proclaim May 14-20, 2017, as: **National Police Week** in the City of Sammamish and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Signed this 16th day of May, 2017.

Mayor, Donald J. Gerend

Bill # 4

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: May 9, 2017

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution to appoint members to the 2017-18 Sammamish Youth Board

Action Required: Approve resolution appointing the 2017-18 Youth Board members

Exhibits: 1. Resolution

Budget: The Sammamish Youth Board has a budget allocation of $2,500 annually

Summary Statement:
This is a resolution to appoint the 2017-18 Sammamish Youth Board consisting of 39 members. A total of 49 area youth applied for positions on the 2017-18 Youth Board.

All applications were reviewed and evaluated by the six-member leadership committee of the current Youth Board and a member of the staff. The recommendation from the review team is to accept all the current members who reapplied (a total of 21 applicants) and after careful review, accept 18 of the 28 new applications. The accepted practice is to objectively (no names revealed) review and score all applicants. A score threshold is determined and some are not selected based on incomplete applications or failure to demonstrate the qualities the Board deems as minimal requirements. The evaluation team believes it is not the size of the Board, but the individual skills and level of commitment of each member that constitutes a well-balanced and effective Board.

The 2017-18 recommended board is a total of 39 members, providing a broad representation of Sammamish youth from all school districts within the city.

Background:
The City of Sammamish is committed to providing a voice for local youth and teens. The Sammamish Youth Board (SYB) was developed to be that voice and give youth a chance to give back to the community through a variety of service projects.

In the spring of each year, the City Council appoints new SYB members for the upcoming school year. The size of the SYB board varies each year and tackles a wide range of service projects each year. Some

of these projects include adopt-a-road clean ups, local trail restoration and food distribution to those in need.

The SYB also includes a leadership team which is elected by the board membership every year. These leadership positions include the Chair, Co-Chair, Secretary, City Liaison, Community Service Chair and Programs Chair.

Here is a brief overview of SYB demographics for the upcoming 2017-18 school year:

Members	**Zip Code**
20	98074 - Sammamish
14	98075 - Sammamish
5	98029 – Klahanie

Members	**School**
15	Skyline High School
13	Eastlake High School
3	Tesla STEM High School
2	Eastside Catholic High School
2	International Community School
1	Redmond High School
1	Inglewood Middle School
1	Beaver Lake Middle School
1	Evergreen Middle School

Members	**School District**
21	Lake Washington School District
16	Issaquah School District
2	Private Schools

Financial Impact:
The operational budget for the SYB is comprised of funds allocated within the Recreation division, Youth Board fundraising efforts and program fees for an amount of $2,500 annually.

Recommended Motion:
Approve the resolution and appoint the recommended Sammamish youth to the 2017-2018 Sammamish Youth Board.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017-_____

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTINGTON APPOINTING MEMBERS TO THE SAMMAMISH YOUTH BOARD

Whereas, The City of Sammamish, Washington recognizes that positive interaction with youth is important to the quality of life of a community, and is an important investment in the future of the City; and

Whereas, the views of youth are important to the City of Sammamish and its citizens; and

Whereas, in order to fully utilize the valuable resources available in the youth of the City and in order to best equip the City to be able to address problems, concerns and needs of the youth of the City, it is appropriate to establish a Youth Board for the City; and

Whereas, the Sammamish Youth Board should consist of youth and teen residents of the City of Sammamish and should represent a broad interest of the youth of our City; and

Whereas, the City Council adopted Resolution 2001-74 forming a Sammamish Youth Board; and

Whereas, Youth Board members and staff received and reviewed nearly fifty applications from motivated and highly interested youth; and

Whereas, the Youth Board Task Force recommended that the City Council appoint the following 39 students to the 2017-2018 Sammamish Youth Board:

First Name	Last Name	School	Grade
Aaditya	Prasad	Evergreen Middle School	8
Aleena	Haris	Skyline High School	10
Amartya	Ranganathan	Skyline High School	12
Amrita	Vivekanandan	Skyline High School	10
Ananya	Goparaju	Skyline High School	10
Angela	Shi	Skyline High School	12
Atul	Rao	Eastlake High School	10
Samuel	Bernstein	Eastlake High School	12
Caia	Bornfreund	Eastlake High School	10
Claire	Gao	Eastlake High School	10
Ellie	Talius	Eastlake High School	11
Emily	Taylor	Eastlake High School	9

Emma	McGregor	Skyline High School	12
Emma	Lapinsky	Skyline High School	11
Giorgio	Matessi	Eastlake High School	9
Ishan	Parikh	Skyline High School	10
Jaime	Lee	Eastlake High School	10
Jenna	Yuan	Eastlake High School	10
Julia	Wang	Skyline High School	10
Julian	Lee	Inglewood Middle School	8
Katharine	Lundblad	Eastlake High School	10
Kiswa	Rahman	International Community School	12
Kushagra	Verma	Skyline High School	9
Lauren	Kim	Tesla STEM High School	11
Liam	McKorkle	Eastlake High School	10
Meghan	Oh	Tesla STEM High School	10
Mihir	Sardesai	Redmond High School	11
Owen	Bernstein	Eastside Catholic High School	11
Sai	Vangala	Eastlake High School	10
Samprikta	Basu	Skyline High School	9
Serena	Gilani	Eastside Catholic High School	12
Serina	Yasuda	Skyline High School	11
Shananda	Dokka	Beaver Lake Middle School	8
Shirley	Hu	Skyline High School	11
Shivali	Ahuja	Eastlake High School	9
Sunya	Mohammed	Tesla STEM High School	10
Thevina	Dokka	Skyline High School	8
Verma	Tarushi	Skyline high school	12
Vivian	Lee	International Community School	8

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

Section 1. Formation of a Sammamish Youth Board: The City Council hereby appoints the above members to the Sammamish Youth Board.

Section 2. Term: Under Resolution R2001-74 all members serve one-year terms beginning September 1. Members are encouraged to reapply for multiple service terms.

Section 3. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution 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 Resolution or its application to other persons or circumstances.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____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: May 9, 2017
Passed by the City Council:
Resolution No.: R2017 - ____

Exhibit 1

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: May 9, 2017

Originating Department: Community Development

Clearances:

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

Subject: A Resolution approving the 25-lot Final Plat for Symphony Ridge II subdivision

Action Required: Approve Resolution

Exhibits:
1. Draft Resolution
2. Hearing Examiner Decision
3. Map of Final Plat
4. Compliance Matrix
5. Vicinity Map

Budget: N/A

Summary Statement:
The developer of the Symphony Ridge II subdivision is seeking to record for Final Plat, which will create 25 single family lots from one existing parcel, equaling 5 acres zoned residential, 6 units per acre (R-6). The proposed resolution to approve the Final Plat is included as Exhibit 1.

Background:
The Symphony Ridge subdivision was reviewed and granted preliminary plat approval for the eventual creation of 25 single family lots by the Hearing Examiner on July 6, 2015. No appeal of the Hearing Examiner Decision of Approval was filed. The Hearing Examiner Decision is included as Exhibit 2.

The property consists of one parcel with 2 pre-existing single-family residences located in the SE portion of the City along the west side of Issaquah Pine Lake Road, bordered on its north side by the existing Boulder Creek Condo apartments and on the south by the recently developed Pine Ridge I subdivision (also known as Symphony Ridge I). The King County Assessor's parcel number for this property is 1524069009. The proposed Final Plat Map is included as Exhibit 3.

The subdivision application vested to the City of Sammamish Code in effect on July 15, 2014. The City has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under Site Development Permit SDP2015-01406. The improvements have been substantially completed and inspected. A performance bond is in place for the remaining

uncompleted site improvements. A matrix outlining project compliance with the Hearing Examiner conditions of approval and required site improvements is included as Exhibit 4.

Tree Retention: The application is vested to the City's former tree regulations found in SMC 21A.35.210. The tree retention rules were established by Ordinance 2005-175 which requires 25% retention of significant trees outside critical areas and buffers on the subject site. A total of 28 trees were identified on the site. There are no critical areas on the subject site. As regulated by SMC 21A.35.210, seven (7) trees are to be retained. During the course of site development one (1) of the seven 7 retained trees was mistakenly removed. A revision to the Site Development Permit SDP2015-01406 landscaping plan sheets was reviewed and approved to show additional replanting. The applicant has retained six (6) trees and has replaced the one removed tree with four (4) required replacement trees pursuant to SMC 21A.35.240. The Hearing Examiner Decision requires that the applicant record the tree retention plan as part of Final Plat.

Performance Bond: The applicant has posted a performance bond on May 1, 2017 in the amount of $1,038,949.20 for the installation of the remaining site improvements (including streets and other required drainage improvements).

Landscaping Bond: The applicant has posted a performance bond on May 1, 2017 in the amount of $170,957.12 for street landscaping, recreation improvement, and tree retention.

Critical Areas Bonding: Not applicable. There are no critical areas on the subject site.

Street Mitigation Fees: The total amount of transportation impact fees calculated for this project is $329,354.23, with credit given for the 2 pre-existing single family residences. The applicant has paid a 20% deposit in the amount of $65,339.64 as required for the issuance of the site development permit. The applicant has requested a credit for the total amount of impact fees in accordance to SMC 14.20 as the required frontage improvements are included in an approved Mitigation Payment System (MPS) project and the project is eligible for credit. The applicant has successfully submitted receipts and verification of the value of dedication of land, improvement and new construction totaling $516,252.08. In accordance to SMC 14.20.050(8) the credit has been granted. The applicant will be refunded the 20% deposit of $65,339.64.

School Mitigation Fees paid to the City of Sammamish: The applicant has paid 50% of the applicable Issaquah School District impact fees in the amount of $91,091.50 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance, on a per lot basis, for 23 of the 25 new single-family residences, with credit given for the 2 pre-existing single family residences.

Park Impact Fees: Park Impact fees, in addition to the current administration fee, will be paid at the time of building permit issuance, on a per lot basis, for 23 of the 25 new single-family residences, with credit given for the 2 pre-existing single family residences.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded for and will be met in a timely manner.

Financial Impact: N/A

Recommended Motion: Approve the resolution for the 25-lot Symphony Ridge II subdivision authorizing the Mayor to sign for the Final Plat.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2017-

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE PLAT OF SYMPHONY RIDGE II

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Symphony Ridge II subdivision; and

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

WHEREAS, the City Council desires to grant final approval to the 25-lot plat of Symphony Ridge II;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.
The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's revised decision of July 6, 2015 for the preliminary plat of PSUB2014-00152 (Symphony Ridge II).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Symphony Ridge II (25-lot) plat.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF MAY 2017.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael Kenyon, City Attorney

Filed with the City Clerk: May 9, 2017
Passed by the City Council:
Resolution No.: R2017-_____

Exhibit 2

RECEIVED

JUL - 8 2015

CITY OF SAMMAMISH

BEFORE the HEARING EXAMINER for the CITY of SAMMAMISH

DECISION

FILE NUMBER:	PSUB2014-00152
APPLICANT:	BMC Pine Ridge, LLC 150 120th Avenue NE, Suite 200 Bellevue, WA 98005
TYPE OF CASE:	Preliminary subdivision (*Pine Ridge II*)
STAFF RECOMMENDATION:	Approve subject to conditions
EXAMINER DECISION:	GRANT subject to conditions
DATE OF DECISION:	July 6, 2015

INTRODUCTION [1]

BMC Pine Ridge, LLC (the LLC) seeks preliminary approval of *Pine Ridge II*, a 25-lot single-family residential subdivision of a five (5) acre site, owned by the LLC, which is zoned R-6.

Windward Real Estate Services, Inc. (Windward) filed a Base Land Use Application for the subdivision on July 15, 2014. (Exhibit S-2 [2]) The Sammamish Department of Community Development (the Department) deemed the application to be complete on July 21, 2014. (Exhibit S-1.6) The LLC recently purchased the subject property and the rights to the application from Windward. (Testimony) On May 5, 2015, the LLC filed a Base Land Use Application for the subdivision in its own name. (Exhibit S-1.3)

The subject property is located at 4545 Issaquah-Pine Lake Road SE (IPL Road). (Exhibit S-1)

The Sammamish Hearing Examiner (Examiner) viewed the subject property on June 29, 2015.

The Examiner held an open record hearing on June 29, 2015. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit S-1.19)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivisions be issued within 120 net review days after the application is found to be complete. The open record hearing was held on or about net

1 Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

2 Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

review day 202. (Exhibit S-1, p. 5, §6.C.b) The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or written notice from the Department explaining why the deadline was not met [SMC 20.05.100(3)]. The Department's Staff Report includes an explanation for the delay in bringing the application to hearing. (*Ibid.*)

The following exhibits were entered into the hearing record during the hearing:

Exhibit S-1:	Departmental Staff Report
Exhibits S-1.1 – S-1.28:	As enumerated in Exhibit S-1
Exhibit S-2:	Base land Use Application filed by Windward on July 15, 2014

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner's knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

No testimony or evidence was entered into the record by the general public either in support of or in opposition to the application.

FINDINGS OF FACT

1. The subject property is a nearly square parcel situated on the west side of IPL Road, bordered on its north and west sides by the Boulder Creek Condo apartments and on its south by *Pine Ridge* (aka *Symphony Ridge*), a single-family residential subdivision presently under development by the LLC. The soon-to-be annexed Klahanie Annexation area lies across IPL Road from the subject property. The site slopes downward from west to east, with the steepest slopes (18 – 40+% [3]) located in the northeast corner of the property. Elevation drop across the subject property is on the order of 40 – 60 feet. The site contains two single-family residential structures, a barn, and other accessory structures. Vegetation is predominantly pasture grasses with some trees and shrubs around the buildings. The site is underlain by glacial till; soils are classified as Alderwood gravelly sandy loam. (Exhibits S-1, S-1.1, S-1.9, S-1.10, S-1.11, S-1.15, S-1.17, and S-1.21; and testimony) The Department asserts that no regulated environmentally critical areas are found on the site. [4] (Exhibit S-1, p. 6, Finding 6.D.1.f)

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3 Degree of slope calculated by the Examiner from the topographic data on Exhibit S-1.1, Sheet 2.

4 According to Exhibit S-1.21, Appendix B, Fig. IV-2, the City has mapped the subject property as an erosion hazard area. Erosion Hazard areas are a type of regulated environmentally critical area. [SMC 21A.15.254] According to the Soil Map in Exhibit S-1.21, Appendix B, the soils on the western half (more or less) of the site are Alderwood gravelly sandy loam, 6 to 15 percent slope, while the soils on the remainder of the site are Alderwood gravelly sandy loam, 15 to 30 percent slope. By definition, Alderwood gravelly sandy loam soils on slopes of 15% or steeper are classified as erosion hazard areas. [SMC 21A.15.415] Given that much of the northeast corner of the subject property exhibits slopes in excess of 15%, it would appear that the Department's determination of no environmentally critical areas on the subject property is factually erroneous. (*Footnote continued on next page.*)

2. The LLC proposes to construct an upside-down "L" shaped public street through the site, leading from IPL Road on the east to connect with 235th Place SE in the abutting *Symphony Ridge* subdivision to the south. The 25 lots will range in size from 5,000 square feet (SF) (Proposed Lots 19 and 25) to 7,500 SF (Proposed Lot 15). Three of the proposed lots (Proposed Lots 16 – 18) will be served by a private access tract (Tract D). Tract D includes a separate park area and also serves as access to one of the two storm water control tracts (Tract C); the other storm water control tract is Tract B. A second park area is provided by Tract A. The storm water control facilities in Tracts B and C will be underground vaults; recreation and/or park facilities will top them. Extension of the two-way-left-turn-lane (TWLTL) in IPL Road which currently ends near the north line of the subject property will be incorporated into the development's frontage improvements. (That improvement is part of a City street project and is thus eligible for transportation impact fee credits.) (Exhibits S-1, S-1.1, S-1.16, and S-1.18)

3. The Department's Staff Report (Exhibit S-1) provides a detailed exposition of facts related to all criteria for preliminary subdivision approval. The LLC concurred with the Findings, Conclusions, and Recommended Conditions set forth in that report except for Recommended Condition 30, which will be addressed subsequently. (Testimony) The record contains no challenge to the content of that report except as noted. Therefore, the Findings and Conclusions/Analysis within the Staff Report are incorporated herein as if set forth in full with the following exceptions/corrections:

   A. Page 1: The public hearing was advertised for and convened at 1:00 p.m., not at 11:00 a.m. on June 29, 2015. (Exhibit S-1.19)

   B. Page 2, Finding 2: The site is not surrounded by "low density single family residential development" as stated. The Boulder Creek Condo apartments border the site on the north and west; the property to the east across IPL Road is presently undeveloped. *Symphony Ridge* to the south is single-family residential development, but not particularly low density.

      The zoning to the south is R-8 (eight dwelling units per acre), not R-6 as stated. Contrary to what is implied in this section, no R-4 zoning abuts the subject property. The nearest R-4

Substantial cuts are proposed where the interior street enters the site from IPL Road. (Exhibit S-1.1, Sheet C4.1) All or portions of several lots (most notably Proposed Lots 13 – 15) and the detention vault in Tract B will be located in areas where the native slope exceeds 15%. (Exhibit S-1.1, Sheet C3.0) Therefore, substantial earth work will be occurring within an erosion hazard area.

Earth work within erosion hazard areas is permitted subject to seasonal timing and operational limitations. [SMC 21A.50.220] No special condition is required on preliminary subdivision approval to trigger application of mandatory, code-required development restrictions.

The eventual developer (whomever that may be) and the Department are advised to ascertain before engineering plan approval which portions of the site qualify as erosion hazard areas and to regulate development within those areas in accordance with the SMC. To do otherwise would be tantamount to violation of the SMC.

zoning is several hundred feet to the west, west and south of *Symphony Ridge.* (Exhibit S-1.27) When the Klahanie Annexation area becomes part of the City, the zoning across IPL Road will be R-4. (Exhibit S-1)

C. Page 3, Finding 5.B, and page 7, Finding 6.D.1.h: The Issaquah School District (ISD) returned a "Request for School District Information and Review" form, dated July 21, 2014, to the City on July 29, 2014; the ISD submitted nothing to the City regarding *Pine Ridge II* on May 21, 2014, or on January 16, 2015, as stated in these two sections. The ISD has not "approved" the proposed subdivision as stated; after providing information as to which schools children living in *Pine Ridge II* will attend, the ISD left the form's comment section blank. (Exhibit S-1.7)

D. Page 4, Finding 6, Second A.1: [5] The Variation approved by Public Works did more than reduce right-of-way width from 60 to 50 feet as stated. It also reduced pavement width from 36 to 28 feet, required posting of "No Parking" signs on one side of the interior street, and allowed for only six (6) inches of right-of-way back of sidewalk. [6] (Exhibit S-1.23)

4. The LLC is concerned with the wording of Recommended Condition 30 regarding tree retention. Its concern is that the current wording (which the Examiner notes is routinely used by virtually all staffers who are project planners for subdivision applications) appears to lock the developer into saving precisely the individual trees listed in the preliminary tree retention plan. (Exhibit S-1.1, Sheet C5.1) The LLC desires flexibility to preserve other trees if final engineering plans indicate that saving others would be preferable. The Department testified that it routinely allows "swapping" of trees to be saved under the currently proposed wording. (Testimony)

5. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK [7]

The Examiner is legally required to decide this case within the framework created by the following principles:

Authority

A preliminary subdivision is a Type 3 land use application. [SMC 20.05.020, Exhibit A] A Type 3 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [SMC 20.05.020, 20.10.240, 20.10.250, and 20.10.260]

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5 The report contains two Findings 6.A, one on page 3, one on page 4. This Finding of Fact pertains to the second one.

6 Other items listed in the Variation (6" vertical curbs, 5 foot wide planter strips both sides, and 5 foot wide sidewalk both sides) are standard requirements for which no Variation was required. (Testimony)

7 Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

> The Examiner's decision may be to grant or deny the application or appeal, or the examiner may grant the application or appeal with such conditions, modifications, and restrictions as the Examiner finds necessary to make the application or appeal compatible with the environment and carry out applicable state laws and regulations, including Chapter 43.21C RCW and the regulations, policies, objectives, and goals of the interim comprehensive plan or neighborhood plans, the development code, the subdivision code, and other official laws, policies and objectives of the City of Sammamish.

[SMC 20.10.070(2)]

Review Criteria
Section 20.10.200 SMC sets forth requirements applicable to all Examiner Decisions:

> When the examiner renders a decision ..., he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision ... is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

Additional review criteria for preliminary subdivisions are set forth at SMC 20.10.220:

> When the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:
>
> (1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
>
> (2) The public use and interest will be served by the platting of such subdivision and dedication.

Vested Rights
Sammamish has enacted a vested rights provision.

> Applications for Type 1, 2, 3 and 4 land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a

> complete application is filed meeting all the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on July 21, 2014.

Standard of Review
The standard of review is preponderance of the evidence. The applicant has the burden of proof. [City of Sammamish Hearing Examiner Rule of Procedure 316(a)]

Scope of Consideration
The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

CONCLUSIONS OF LAW

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Pine Ridge II* is an uncontested case.

2. Based upon all the evidence in the record, the Examiner concludes that *Pine Ridge II* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.

3. Given all the evidence in the record, the Examiner concludes that *Pine Ridge II* complies with the review criteria of SMC 20.10.220. The proposed subdivision allows development at the density expected under the Comprehensive Plan, does not thwart future development of surrounding properties, makes appropriate provision for all items listed in that code section, and will serve the public use and interest.

4. A lengthy discussion of the arborist's report (Exhibit S-1.15) occurred during the hearing. The arborist discusses trees located just off-site to both the north and the south of the site. The trees to the north on the Boulder Creek Condo site are conifers in good condition. In order to ensure the survival of those trees, the arborist recommended that no grading occur on the subject property within their drip-lines. (Exhibit S-1.15, p. 2) The LLC committed verbally to protect those trees. (Testimony) A condition to that effect needs to be added to preserve for posterity that voluntary offer.

   The arborist's report also discusses three trees just off-site to the south and suggests measures to protect them. In this case, protection of those trees need not be a condition of this preliminary subdivision approval. Trees No. 201 and 202 are located on a small "exception" parcel which the

LLC has acquired and for which a short subdivision application has been filed. The LLC's intent is to develop it in conjunction with *Symphony Ridge*, for which the LLC is the developer. Whether or not those two trees need to be retained will be decided during the review of that short subdivision application. The third tree to the south, Tree No. 203, is situated on Lot 27 of *Symphony Ridge*. Requirements for tree retention in *Symphony Ridge* were established through that subdivision process. Retention of Tree No. 203 was not required as a condition of approval of *Symphony Ridge*. (Testimony)

5. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:

A. The additional condition discussed in Conclusion of Law 4, above, needs to be added.

B. The numbering system will be changed – not to solve a problem present in this case, but as a result of a problem that has occurred in other cases: Duplicate numbering. The solution which the Examiner will employ is to assign a letter to each of the sub-parts of the condition list ("A. General Conditions," etc.) and then to number conditions within each section from 1 to *n*.

C. A condition will be added to the "General Conditions" section specifically calling out Exhibit S-1.1 as the approved preliminary plat and supporting preliminary plans.

D. Recommended Condition 30. The wording of this recommended condition is routinely used by the Department. The Examiner has equally routinely separated it into two parts: The first part is advisory and does not need to appear verbatim on the face of the final plat; the second part is in reality a restriction on future owners' actions and needs to appear verbatim on the face of the final plat. The Examiner will once again make that separation.

However, that change alone does nothing to address the concern voiced by the LLC during the hearing. The LLC is correct: Taken literally, the first sentence in the condition as proposed requires preservation of precisely the trees shown for retention on the tree retention plan in Exhibit S-1.1, regardless of what may be encountered or found during final engineering. The Department's testimony is that this wording has not been an impediment to some adjustment at time of final engineering. But the Examiner can appreciate that the LLC may be uncomfortable with only that verbal assurance. A revised version of the sentence, used by the Examiner in the past, avoids that problem. That revised wording will be used. [8]

E. Recommended Conditions 31 – 33. These conditions attempt to set a mechanism by which impact fee credits are allocated within the subdivision. The SMC provides that transportation, school, and park impact fees are subject to a residence-by-residence credit for

[8] The Examiner would also suggest that the Department make these changes in all future staff reports where tree retention is required.

existing residences. There are two residences on the subject property. Therefore, the 25-lot plat would apparently be subject to fees for only 23 lots.[9] But the dilemma is: Which 23 lots pay the fees?

That question would be easily answered if the plat were retaining the two existing houses: They would be the lots to enjoy the credits as they already exist. But the situation is vastly different where, as here, all existing residences are to be demolished and replaced with new residences and where the lot configuration does not remotely follow the existing lot lines.

The Department's recommended wording assigns the credits to Lots 1 and 2 for no reason other than simplicity. (Exhibit S-1, p. 12)

In recent preliminary subdivision approvals (*Reece's Run, Bain, Sienna Lane, 223rd Assemblage,* etc.) the Examiner addressed this quandary:

> City code provides for credits against all types of impact fees for existing residences when property is subdivided. These three conditions provide for that credit, but they do so by specifying which two lots (Proposed Lots 1 and 9) don't have to pay the fees. There is no intrinsic basis in the record for picking winners and losers through the preliminary subdivision process. There is nothing special about Proposed Lot 1; unlike Proposed Lot 9, its existing residence is not being retained. In at least some previous cases (such as PSUB2013-00127, *Reese's Run*) the Examiner has simply indicated the number of lots which are subject to the fees, leaving division of the fees as an administrative action to be taken later. That procedure will be applied here as well.
>
> Also, Recommended Conditions 41 and 42 contain the type of advisory that should appear on the face of the final plat. Therefore, they will be italicized.

[*Bain*, PSUB2014-00090, p. 14, Conclusion of Law 7.H] The Department testified in prior hearings that it did not like the solution employed in *Reece's Run, Bain,* and *Sienna Lane*. (Official notice) The issue was not discussed in this hearing.

---

9 It is unclear from the record whether both existing residential structures are occupied as residences. The Department could not say for sure whether credits are available for unused/abandoned residential structures, or just for currently occupied residential structures. The Department stated that it simply relied upon the number of residences for which traffic impact concurrency was granted in Exhibit S-1.5. However, Exhibit S-1.5 never mentions the number of residences for which concurrency is being granted. One would have to reverse-calculate the number using the estimated impact fee stated in the exhibit. The Examiner declines to undertake that task. Rather, the Examiner accepts at face value, without deciding, the Department's assertion that a credit is available for both residential structures on the subject property.

If the Examiner were the legislative authority, which he most assuredly is not, he would propose a code amendment that would assign the available credits first to houses that are actually going to be retained within the plat and then would apportion the remaining credits, if any, equally over the remaining lots.

The Examiner still finds the Department's scheme to be indefensible "winner" and "loser" picking and declines to follow that course. The *Bain* solution will be employed. The Examiner strongly encourages City staff to initiate a discussion of this situation with the City Council in an effort to find a more equitable way to allocate credits.

F. The word "applicant" will be changed to "plattor" wherever it appears in the conditions. "Applicant" could be construed to refer solely to the LLC, the entity which is the applicant for this preliminary subdivision approval. However, preliminary subdivision approval "runs with the land," meaning that the approval and its conditions pass to each successor in interest to the property during the term of the preliminary approval. Therefore, a more encompassing word is appropriate. The Examiner routinely uses the word "plattor" to refer to the party developing a subdivision. That term will be substituted here.

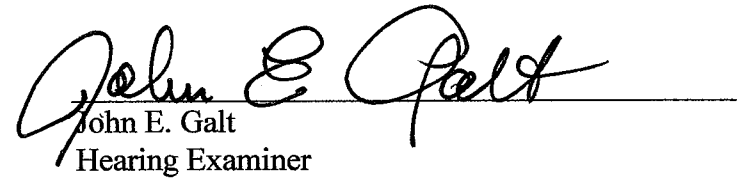
G. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1, 3, 4, 5, 11, 12, 18, and 28 will improve parallel construction, clarity, and flow within the conditions. [10] Such changes will be made.

6. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

DECISION

Based upon the preceding Findings of Fact and Conclusions of Law, and the testimony and evidence submitted at the open record hearing, the Examiner **GRANTS** preliminary subdivision approval for *Pine Ridge II* **SUBJECT TO THE ATTACHED CONDITIONS.**

Decision issued July 6, 2015.



John E. Galt
Hearing Examiner

[10] The ending punctuation mark for many of the Recommended Conditions is a semi-colon. Those will all be replaced with periods although not individually listed in this sentence.

Exhibit 2

HEARING PARTICIPANTS [11]

Steve Calhoon
Rob Garwood
Brenda Fodge
Haim Strasbourger

NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Sammamish, ATTN: Lita Hachey, 801 228th Avenue SE, Sammamish, WA 98075) a written request for reconsideration within 10 calendar days following the issuance of this Decision in accordance with the procedures of SMC 20.10.260 and Hearing Examiner Rule of Procedure 504. Any request for reconsideration shall specify the error which forms the basis of the request. See SMC 20.10.260 and Hearing Examiner Rule of Procedure 504 for additional information and requirements regarding reconsideration.

A request for reconsideration is not a prerequisite to judicial review of this Decision. [SMC 20.10.260(3)]

NOTICE of RIGHT of JUDICIAL REVIEW

This Decision is final and conclusive subject to the right of review in Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act. See Chapter 36.70C RCW and SMC 20.10.250 for additional information and requirements regarding judicial review.

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation."

[11] The official Parties of Record register is maintained by the City's Hearing Clerk.

CONDITIONS OF APPROVAL
PINE RIDGE II
PSUB2014-00152

This Preliminary Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, and the following special conditions:

A. General Conditions:

1. Exhibit S-1.1 is the approved preliminary plat and supporting preliminary plans. Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the Sammamish Municipal Code (SMC), the Plattor shall provide financial guarantees in conformance with Chapter 27A SMC and Interim Public Works Standards (PWS) Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A.16 SMC.
3. The Plattor shall comply with the payment of street impact fees in accordance with Chapter 14A.15 SMC. The Plattor shall provide invoices to the City for frontage improvements on Issaquah Pine Lake Road SE in order to be credited toward payment or refund of impact fees.
4. As voluntarily offered by the applicant during the open record hearing, the Plattor shall protect off-site conifers along the north property line using techniques as recommended in Exhibit S-1.15 at page 2.

B. Prior to City Acceptance of Improvements:

1. The internal plat roads serving more than four (4) dwelling units shall be consistent with the local road standards in accordance with PWS Table 1, PWS Figure 01-05, and adopted Public Works Standards, or as approved by the City Engineer during final engineering based on approved road standards Variations.
2. Half-street frontage improvements shall be provided Issaquah-Pine Lake Road SE consistent with the principal arterial standard.
3. The private access road in Tract D shall meet the requirements for Fire Turnaround for access and shall be approved by the Fire Marshal.

4. Illumination shall be provided in the plat and frontage roads consistent with the City's standards for average foot candles and uniformity for a local road. Luminaires shall be full cut-off and LED. Pole type and style shall be approved by Public Works.

5. Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM), the City of Sammamish Addendum to the 2009 KCSWDM, and the City of Sammamish Stormwater Management Comprehensive Plan.

6. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televisioned for inspection.

7. Prior to acceptance into the Maintenance and Defect period, project close-out documents including as-builts and final corrected TIR shall be submitted to Public Works for approval.

8. The Plattor shall purchase from the City and install drain markers on each catch basin within the plat (Only rain down the drain).

C. Prior to or Concurrent with Final Plat:

1. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and stormwater pond. The final lift of asphalt may be bonded except as indicated.

2. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. A Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.

3. All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. Any *No Parking* signs shall be installed prior to final plat. *No Parking* signs shall be required on all proposed street and private roads with clear widths of 20-feet or less.

4. Any offsite improvements shall be fully constructed, except that the final lift of asphalt may be bonded.

5. No Parking signs shall be permanently installed.

6. Illumination shall be fully installed or as approved by the City Engineer.

7. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM and the City of Sammamish Addendum.

8. A Public Works performance bond shall be posted consistent with the 2009 KCSWDM.

D. Conditions to appear on the face of the final plat (italicized words verbatim):

1. The Plattor shall include a note regarding payment of all street impact fees on the subject site consistent with the provisions of Chapter 14A.15 SMC.

2. Covenant and easement language pertaining to maintenance of individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.

3. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land which tract shall be dedicated to the City or an easement provided to the City of Sammamish for inspection, maintenance, operation, repair, and replacement. Language to this effect shall be shown on the face of the final plat.

4. *Maintenance of all landscape strips along the plat internal road shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.*

5. *Maintenance of any required perimeter landscaping strips along the storm drainage tracts and/or storm drainage easement areas, other than the interior pond embankments, shall be the responsibility of the Homeowners Association.*

6. *Individual lot flow control BMP's in accordance with the 2009 King County Surface Water Design Manual shall be provided with each single family residential building permit unless otherwise incorporated into the subdivision site development plans.*

7. *All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.*

8. *Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.*

9. *Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.*

10. *Unless directed to individual on-lot flow control BMP's, all building downspouts, footing drains, and surface inlets from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated*

tightline in accordance with the 2009 King County Surface Water Design Manual. The approved Site Development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.

11. *In accordance with Chapter 13.15 SMC, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit.*

12. *Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant to SMC 13.30.020.*

13. Trees retained in accordance with SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number.

14. *Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.*

15. SMC 14A.15.020 requires that at the time of final plat a minimum of 30% of the impact fees must be paid prior to recording. However the Plattor has the option to pay more. The Plattor shall indicate on the face of the plat if any additional fees are owed by the lots in the plat. Also, the Plattor shall indicate which 23 lots are subject to any remaining street impact fees.

16. *Pursuant to SMC 21A.105, fifty percent of the school impact fees were paid at final plat. Fifty percent of the school impact fees, plus an administrative fee shall be paid prior to building permit issuance on 23 lots.*

17. *23 lots are subject to the park impact fees at the time of building permit issuance.*

Exhibit 3

SYMPHONY RIDGE II

A PORTION OF THE NE 1/4, OF THE SW 1/4,
AND THE NW 1/4, OF THE SE 1/4, ALL IN
SECTION 15, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

LOT B, BOUNDARY LINE ADJUSTMENT NUMBER L97L0148, ACCORDING TO THE SURVEY RECORDED UNDER RECORDING NUMBER 9804159019, IN KING COUNTY, WASHINGTON.

BASIS OF BEARINGS

N77°47'08" BETWEEN THE MONUMENTS FOUND IN PLACE ON THE CENTERLINE OF SE 46TH PLACE PER REFERENCE 1.

REFERENCES

1. PLAT ALTERATION OF ELSTON RIDGE RECORDED IN VOLUME 268 OF PLATS, PAGES 89 THROUGH 93, UNDER RECORDING NUMBER 20150318000980, RECORDS OF KING COUNTY, WASHINGTON.

DEDICATION

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

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

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

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

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS, THIS _____ DAY OF _____, 20____.

BMC PINE RIDGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

_____

ITS: _____

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF BMC PINE RIDGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS _____
SIGNATURE _____
TITLE _____
MY APPOINTMENT EXPIRES _____

APPROVALS

EXAMINED AND APPROVED PER S.M.C. 19A.16 THIS _____ DAY OF _____ 20_____.

_____
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SAMMAMISH

_____
CITY ENGINEER
CITY OF SAMMAMISH

_____
MAYOR
CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20_____.

_____ _____
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

KING COUNTY TAX ACCOUNT NUMBERS: 152406-9009

KING COUNTY FINANCE DIRECTOR'S CERTIFICATE

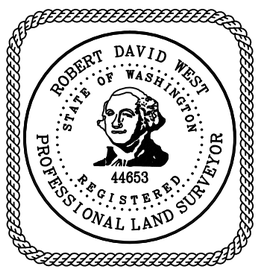
I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC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

_____ _____
MANAGER, KING COUNTY OFFICE OF FINANCE DEPUTY

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT OF **PINE RIDGE II** CORRECTLY REPRESENTS IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY, THAT THE MONUMENTS WILL BE SET AND THE LOT CORNERS STAKED CORRECTLY ON THE GROUND FOLLOWING THE COMPLETION OF CONSTRUCTION OF THE SITE IMPROVEMENTS AND THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF THE PLATTING REGULATIONS.

_____
ROBERT D. WEST
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 44653



RECORDING CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF_____ 2017 AT _____M IN BOOK _____ OF PLATS

AT PAGE _____ AT THE REQUEST OF _____.

_____
MANAGER OF RECORDS

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

JOB NO. 16104

CITY OF SAMMAMISH FILE NO. FSUB2017-00287

Exhibit 3

SYMPHONY RIDGE II

A PORTION OF THE NE 1/4, OF THE SW 1/4,
AND THE NW 1/4, OF THE SE 1/4, ALL IN
SECTION 15, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RESTRICTIONS OF RECORD

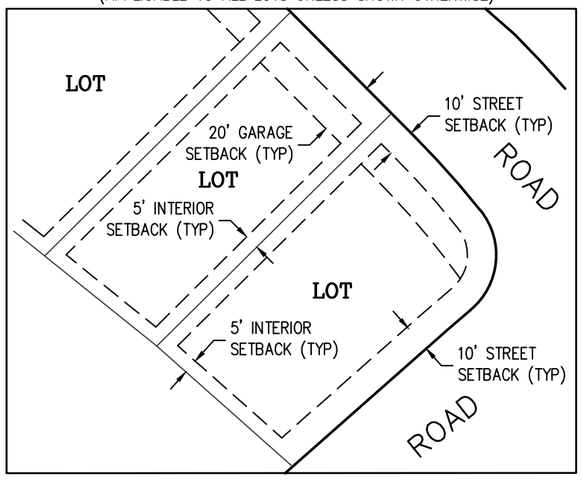
1. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR ELECTRIC LINE GRANTED TO PUGET SOUND POWER AND LIGHT COMPANY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 6174561.
2. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR GRADES AND SLOPES FOR LATERAL SUPPORT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20010207000218.
3. THIS SITE IS SUBJECT TO RESERVATIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 155197.
4. THIS SITE IS SUBJECT TO RESERVATIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 189021.
5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN AGREEMENT REGARDING A SETTLEMENT AS TO CONSTRUCT A WATER SUPPLY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8904281087.
6. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE UTILITIES, RECORDED UNDER RECORDING NUMBER 20040414002865, 20041204000040, 20050503000993 AND 20060126001770.
7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR THE TRANSMISSION AND/OR DISTRIBUTION OF GAS AND ELECTRICITY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20160916000786.

NOTES

1. TRACT A IS OPEN SPACE/RECREATIONAL TRACT SAID TRACT IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, TO THE SYMPHONY RIDGE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE SYMPHONY RIDGE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 25 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
2. TRACT B A STORM DRAINAGE DETENTION TRACT, IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR ACCESS, INSPECTION, MAINTENANCE, OPERATION, REPLACEMENT AND REPAIR OF THE STORMWATER FACILITIES WITHIN SAID TRACT. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PUBLIC STORMWATER FACILITIES LYING WITHIN SAID TRACT. MAINTENANCE OF LANDSCAPING AND RECREATIONAL SPACES WITHIN SAID TRACT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. SHOULD THE SYMPHONY RIDGE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 25 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID LANDSCAPING AND RECREATIONAL SPACES.
3. TRACT C A STORM DRAINAGE DETENTION TRACT, IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR ACCESS, INSPECTION, MAINTENANCE, OPERATION, REPLACEMENT AND REPAIR OF THE STORMWATER FACILITIES WITHIN SAID TRACT. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PUBLIC STORMWATER FACILITIES LYING WITHIN SAID TRACT. MAINTENANCE OF LANDSCAPING AND RECREATIONAL SPACES WITHIN SAID TRACT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. SHOULD THE SYMPHONY RIDGE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 25 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID LANDSCAPING AND RECREATIONAL SPACES.
4. TRACT D IS A PRIVATE ACCESS AND UTILITIES TRACT SAID TRACT IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES FOR SAID TRACT, TO THE SYMPHONY RIDGE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE SYMPHONY RIDGE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 25 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
5. PER 14A.15 EXCEPT AS PROVIDED IN SMC 14A.25.030, ANY OUTSTANDING STREET IMPACT FEES SHALL BE ASSESSED AND COLLECTED AT THE TIME OF BUILDING PERMIT ISSUANCE.
6. ALL LOTS WILL HAVE LIMITED INFILTRATION WITH PERFORATED PIPE CONNECTION PER THE KING COUNTY SURFACE WATER DESIGN MANUAL REQUIREMENTS FOR THE USE OF SMALL LOT FLOW CONTROL BMPS. THE REQUIRED AMOUNT OF IMPERVIOUS AREA ON EACH LOT WHICH MUST BE MITIGATED THROUGH THE USE OF FLOW CONTROL BMPS IS EQUAL TO 20% OF THE LOT AREA.
7. MAINTENANCE OF ALL LANDSCAPE STRIPS ALONG THE PLAT INTERNAL ROAD SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. UNDER NO CIRCUMSTANCE SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS CREATED BY THE PLAT.
8. MAINTENANCE OF ANY REQUIRED PERIMETER LANDSCAPING STRIPS ALONG THE STORM DRAINAGE TRACTS AND/OR STORM DRAINAGE EASEMENT AREAS, OTHER THAN THE INTERIOR POND EMBANKMENTS, SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
9. INDIVIDUAL LOT FLOW CONTROL BMP'S ACCORDANCE WITH THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL SHALL BE PROVIDED WITH EACH SINGLE FAMILY RESIDENTIAL BUILDING PERMIT UNLESS OTHERWISE INCORPORATED INTO THE SUBDIVISION SITE DEVELOPMENT PLANS.
10. ALL LANDSCAPED AREAS OF THE PLAT AND INDIVIDUAL LOTS SHALL INCLUDE A MINIMUM OF 8-INCHES OF COMPOSTED SOIL AMENDMENT.
11. MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL AND PRIVATE ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR JOINTLY SHARED BY THE OWNERS OF THE DEVELOPMENT.
12. METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDINGS ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
13. UNLESS DIRECTED TO INDIVIDUAL ON-LOT FLOW CONTROL BMP'S, ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND SURFACE INLETS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN SYSTEM AS SHOWN ON THE APPROVED PLAT SITE DEVELOPMENT PERMIT ON FILE WITH THE CITY OF SAMMAMISH. THE CONNECTION TO THE STORM SYSTEM SHALL BE THROUGH A PERFORATED TIGHTLINE IN ACCORDANCE WITH THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL. THE APPROVED SITE DEVELOPMENT PERMIT SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL.
14. IN ACCORDANCE WITH CHAPTER 13.15 SMC, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
15. ILLICIT DISCHARGE OF STORMWATER POLLUTANTS FROM PRESSURE WASHING, CAR WASHING, AND OTHER ROUTINE MAINTENANCE OF HOUSEHOLD APPURTENANCES SUCH AS SIDING, ROOF, AND WINDOWS SHALL BE PREVENTED FROM ENTERING THE STORM DRAIN SYSTEM. MEASURES SUCH AS DIRECTING WATER TO A GREEN, VEGETATED AREA OR COVERING THE DOWNSTREAM CATCH BASINS SHALL BE REQUIRED AND ENFORCED PURSUANT TO SMC 13.30.020.
16. TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACE IN COMPLIANCE WITH SMC 21A.35.240.
17. PURSUANT TO SMC 21A.105, FIFTY PERCENT OF THE SCHOOL IMPACT FEES WERE PAID AT FINAL PLAT. FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE ON 23 LOTS.
18. 23 LOTS ARE SUBJECT TO THE PARK IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE.
19. THE SYMPHONY RIDGE HOME OWNERS ASSOCIATION WAS ESTABLISHED WITH THE SECRETARY OF STATE ON MARCH 11, 2014. LOTS 1 THROUGH 23 IN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SYMPHONY RIDGE, RECORDED UNDER KING COUNTY RECORDING NUMBER 20140711000275 AND AMENDED BY 20150304000415 AND AMENDED BY _____.
20. THE HOUSE ADDRESS SYSTEM FOR THIS PLAT SHALL BE 23522 TO 23593 SE 45TH PLACE AND 4511 TO 4597 235TH PLACE SE . INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO THE PRINCIPAL ENTRANCE OF EACH RESIDENCE OR BUILDING AT THE TIME OF BUILDING PERMIT ISSUANCE.

BUILDING SETBACK DETAIL

(APPLICABLE TO ALL LOTS UNLESS SHOWN OTHERWISE)



UTILITY EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THOSE EASEMENTS IDENTIFIED AS PUBLIC UTILITY EASEMENTS, THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS, IN WHICH TO LAY, INSTALL, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDER GROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED, THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS "PRIVATE", ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND LOCATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF SAMMAMISH, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH, AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF LOTS BENEFITED AS STATED IN THE EASEMENT NOTES OR ANY OTHER PRIVATE EASEMENT SHOWN AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY BENEFITED. THE OWNER(S) OF LOT BENEFITED AND ITS ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES.

HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

PRIVATE EASEMENT NOTES

1. PRIVATE DRAINAGE EASEMENTS (P.D.E) DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF THE LOTS BENEFITED. ALL LOT OWNERS UTILIZING THE FACILITIES WITHIN SAID EASEMENTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITHIN SAID EASEMENTS.
   SEE BELOW FOR BENEFITED LOTS:

   10' P.D.E. SHOWN ON LOT 13 AND TRACT C, BENEFITS LOTS 12-13
   10' P.D.E. SHOWN ON LOTS 10-11 AND TRACT A, BENEFITS LOTS 10-11
   10' P.D.E. SHOWN ON LOTS 14-15, BENEFITS LOTS 14-16
   10' P.D.E. SHOWN ON LOTS 2-8, BENEFITS LOTS 1-8
   5' P.D.E. SHOWN ON LOTS 1-9, BENEFITS LOTS 1-9
   5' P.D.E. SHOWN ON LOT 23, BENEFITS LOTS 22-23
   5' P.D.E. SHOWN ON LOTS 19-20, BENEFITS LOTS 19-21
   5' P.D.E. SHOWN ON LOT 17, BENEFITS LOTS 17-18

2. PRIVATE WATER EASEMENTS (P.W.E) DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF THE LOTS BENEFITED. ALL LOT OWNERS UTILIZING THE FACILITIES WITHIN SAID EASEMENTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITHIN SAID EASEMENTS.
   SEE BELOW FOR BENEFITED LOTS:

   P.W.E. SHOWN ON LOT 19, BENEFITS LOTS 17-18 AND 25

3. IF CONSTRUCTED, A PRIVATE EASEMENT FOR WALLS AND DRAINAGE FACILITIES IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 1 THROUGH 25, OVER, UNDER AND ACROSS A STRIP OF LAND 2.5-FEET WIDE ALONG EACH SIDE OF THE INTERIOR LOT LINES WITHIN THIS PLAT. OWNERS OF SAID WALLS AND DRAINAGE FACILITIES ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE WALLS AND DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE WALLS AND DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

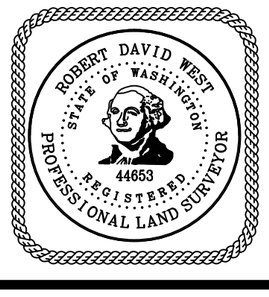
WATER AND SEWER EASEMENT PROVISION

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

- THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE, OF ALL LOTS AND TRACTS;
- ALL THAT PORTION OF LOT 25 LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE;
  COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT;
  THENCE N01°21'39"E, ALONG THE WEST LINE OF SAID LOT, 12.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
  THENCE S81°39'41"E 23.19 FEET;
  THENCE S08°18'27"W 9.98 FEET TO THE SOUTH LINE OF SAID LOT AND THE TERMINUS OF SAID LINE.
- THE WEST 10.00 FEET OF LOTS 17 AND 18;
- THE EAST 10.00 FEET OF LOTS 23 AND 24;
- TRACT D

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

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



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ENGINEERING • PLANNING • SURVEYING

JOB NO. 16104

CITY OF SAMMAMISH FILE NO. FSUB2017-00287

Exhibit 3

SYMPHONY RIDGE II

A PORTION OF THE NE 1/4, OF THE SW 1/4,
AND THE NW 1/4, OF THE SE 1/4, ALL IN
SECTION 15, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

LEGEND

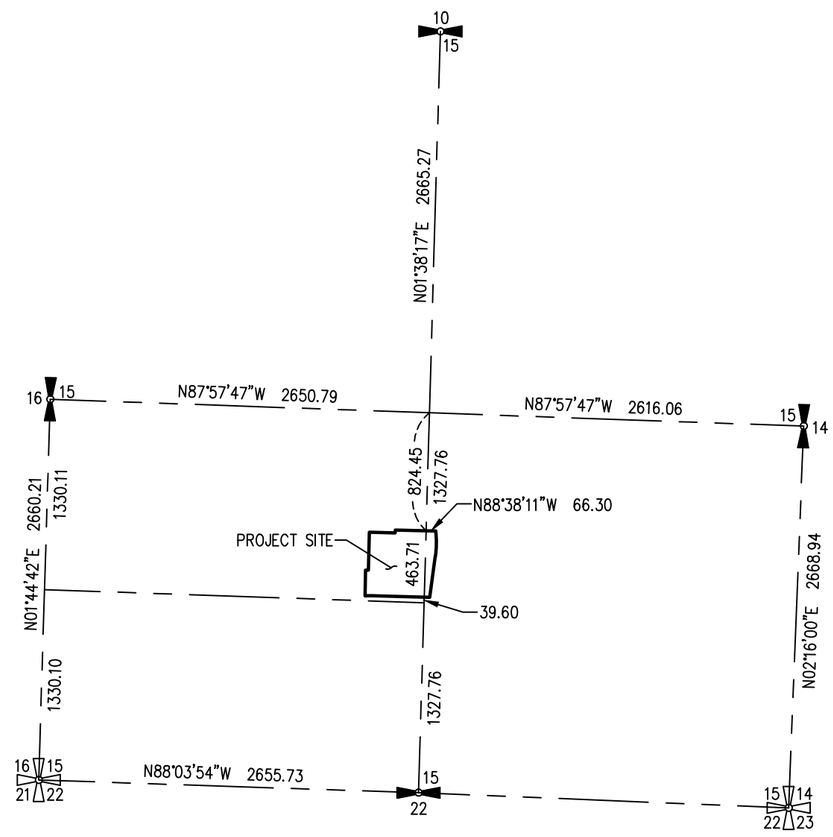
- ● SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 44653"
- ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "44653" IN MONUMENT CASE.
- ✖ SET TACK WITH WASHER STAMPED "CORE 44653" ON EXTENSION OF PROPERTY LINE IN LIEU OF FRONT CORNER AT 10.00' FROM CORNER UNLESS OTHERWISE NOTED.
- ○ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 36805" UNLESS OTHERWISE NOTED.
- Ⓐ 10' PUBLIC UTILITY EASEMENT. SEE UTILITY EASEMENT PROVISION, SHEET 2.
- Ⓑ 10' PRIVATE STORM DRAINAGE EASEMENT. SEE PRIVATE EASEMENT NOTE 1, SHEET 2.
- Ⓒ 10' X 15' PRIVATE WATER EASEMENT. SEE PRIVATE EASEMENT NOTE 2, SHEET, SHEET 2.
- Ⓓ SPWSD SEWER AND WATER EASEMENT, SEE WATER AND SEWER EASEMENT PROVISION, SHEET 2.
- Ⓔ SPWSD SEWER EASEMENT, SEE WATER AND SEWER EASEMENT PROVISION, SHEET 2.
- 112 TREE TO BE RETAINED (WITH TAG NUMBER)

RETAINED TREES

TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240. ALL TREES TO BE RETAINED IN GROUPS WILL BE PLACED IN TRACTS OR TREE RETENTION EASEMENTS (T.R.E.)."

NOTE

SEE SHEET 2 OF 4 FOR BUILDING SETBACK DETAIL



SECTION BREAKDOWN
HELD PER REFERENCE 1

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	25.00	91°54'18"	40.10
C2	75.00	8°45'53"	11.47
C3	75.00	20°07'08"	26.34
C4	75.00	11°31'18"	15.08
C5	75.00	10°35'10"	13.86
C6	75.00	90°00'00"	117.81
C7	75.00	1°41'08"	2.21
C8	1025.00	0°22'49"	6.80
C9	475.00	0°22'32"	3.11
C10	525.00	0°23'01"	3.51
C11	975.00	0°22'49"	6.47
C12	25.00	90°00'00"	39.27
C13	25.00	36°35'12"	15.96
C14	659.34	1°21'28"	15.62
C15	25.00	59°48'42"	26.10
C16	20.00	20°14'18"	7.06
C17	1000.00	0°22'49"	6.64
C18	500.00	0°22'47"	3.31
C19	671.34	14°41'32"	172.15
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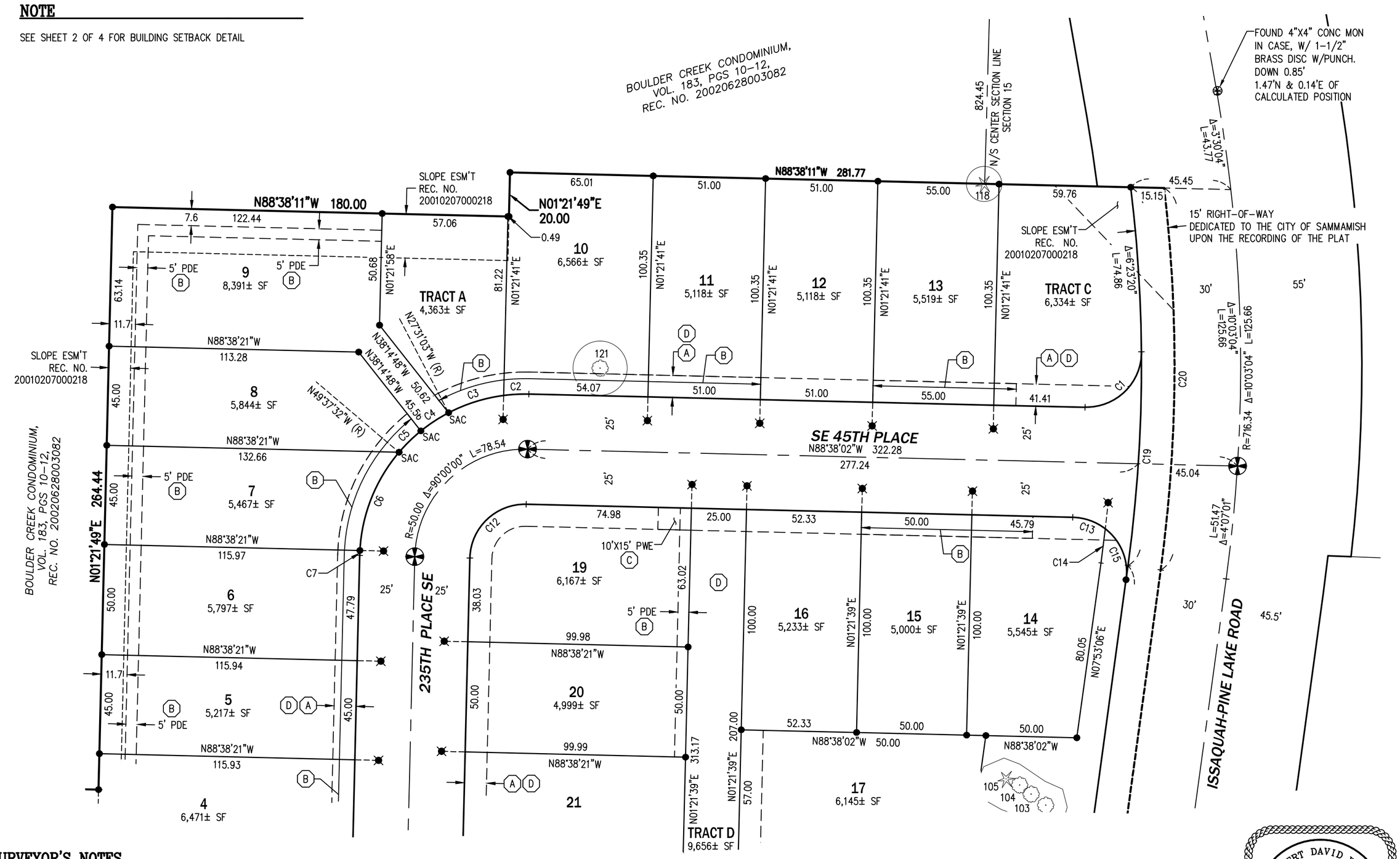

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY GUARANTEE NUMBER 0081923-06 DATED APRIL 6, 2017. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED CHICAGO TITLE GUARANTEE. CORE DESIGN, INC. HAS RELIED WHOLLY ON CHICAGO TITLE'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. THIS SURVEY REPRESENTS VISIBLE PHYSICAL IMPROVEMENT CONDITIONS EXISTING ON OCTOBER 10, 2016. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN JUNE, 2016.
3. PROPERTY AREA = 217,925± SQUARE FEET (5.0029± ACRES).
4. ALL DISTANCES ARE IN FEET.
5. THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

ROBERT DAVID WEST
STATE OF WASHINGTON
44653
REGISTERED PROFESSIONAL LAND SURVEYOR

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CITY OF SAMMAMISH FILE NO. FSUB2017-00287

JOB NO. 16104

Exhibit 3

SYMPHONY RIDGE II

A PORTION OF THE NE 1/4, OF THE SW 1/4,
AND THE NW 1/4, OF THE SE 1/4, ALL IN
SECTION 15, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.
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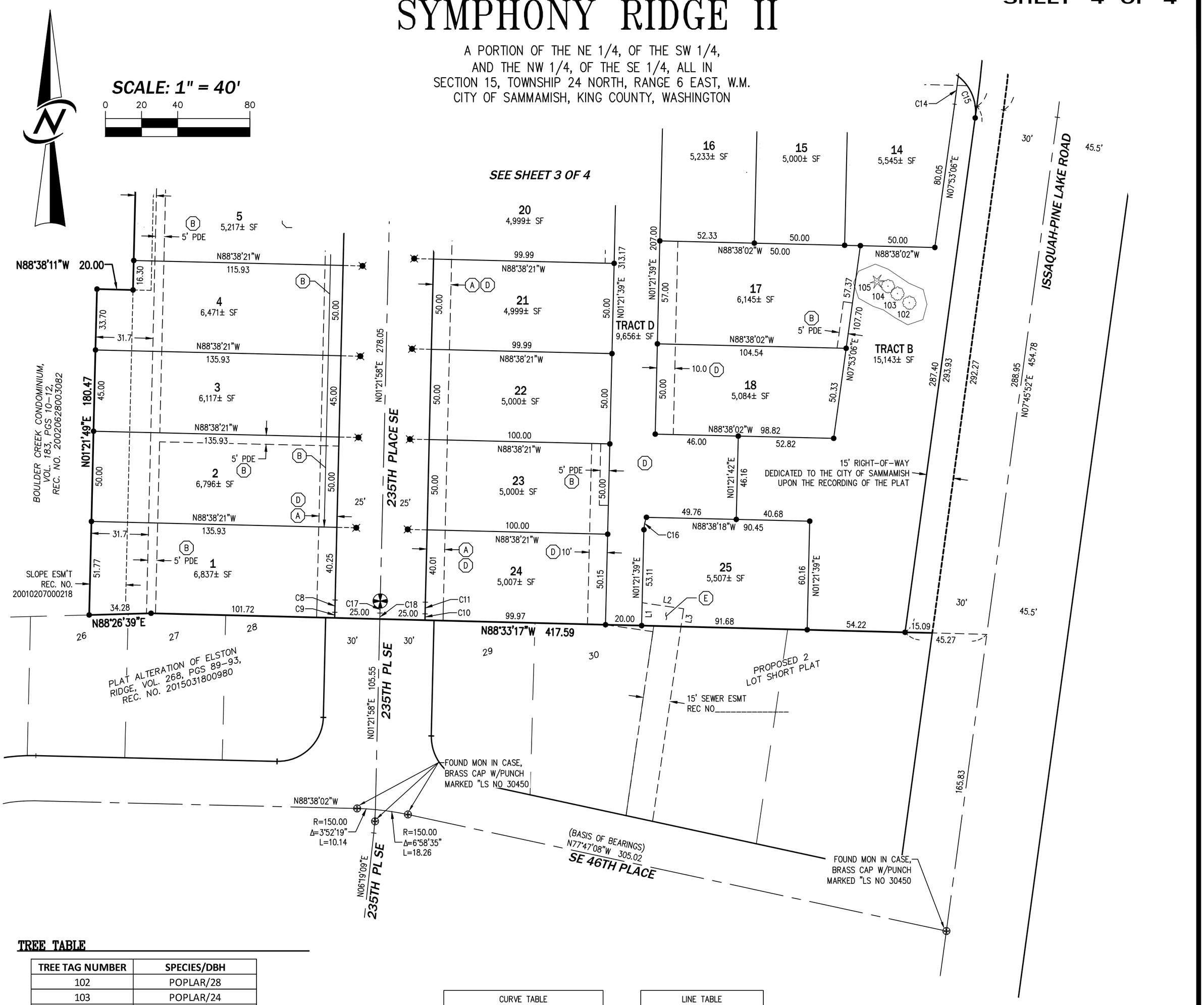

TREE TABLE

TREE TAG NUMBER	SPECIES/DBH
102	POPLAR/28
103	POPLAR/24
104	POPLAR/26
105	WHITE PINE/21
118	CEDAR/10
121	JUGLANS/15

LEGEND

- ● SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 44653"
- ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "44653" IN MONUMENT CASE.
- ✖ SET TACK WITH WASHER STAMPED "CORE 44653" ON EXTENSION OF PROPERTY LINE IN LIEU OF FRONT CORNER AT 10.00' FROM CORNER UNLESS OTHERWISE NOTED.
- ○ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 36805" UNLESS OTHERWISE NOTED.
- (A) 10' PUBLIC UTILITY EASEMENT. SEE UTILITY EASEMENT PROVISION, SHEET 2.
- (B) 10' PRIVATE STORM DRAINAGE EASEMENT. SEE PRIVATE EASEMENT NOTE 1, SHEET 2.
- (C) 10' X 15' PRIVATE WATER EASEMENT. SEE PRIVATE EASEMENT NOTE 2, SHEET, SHEET 2.
- (D) SPWSD SEWER AND WATER EASEMENT, SEE WATER AND SEWER EASEMENT PROVISION, SHEET 2.
- (E) SPWSD SEWER EASEMENT, SEE WATER AND SEWER EASEMENT PROVISION, SHEET 2.
- 112 TREE TO BE RETAINED (WITH TAG NUMBER)

NOTE

SEE SHEET 2 OF 4 FOR BUILDING SETBACK DETAIL

CURVE TABLE			
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C18	500.00	0°22'47"	3.31
C19	671.34	14°41'32"	172.15
C20	686.34	14°30'35"	173.81

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N01°21'39"E	12.69
L2	S81°39'41"E	23.19
L3	S08°18'27"W	9.98

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JOB NO. 16104

CITY OF SAMMAMISH FILE NO. FSUB2017-00287

Exhibit 3

Exhibit 4

Symphony Ridge II

Date: City review - May 4, 2017
Permit No: FSUB2017-00287
Reviewer: Emily Arteche & Haim Strasbourger

Comment No.	Hearing Examiner Condition	Response	City Response
A. General Conditions:			
1	Exhibit S-1.1 is the approved preliminary plat and supporting preliminary plans. Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.	Noted	Done
2	For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the Sammamish Municipal Code (SMC), the Plattor shall provide financial guarantees in conformance with Chapter 27A SMC and Interim Public Works Standards (PWS) Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A.16 SMC.	Noted	Done
3	The Plattor shall comply with the payment of street impact fees in accordance with Chapter 14A.15 SMC. The Plattor shall provide invoices to the City for frontage improvements on Issaquah Pine Lake Road SE in order to be credited toward payment or refund of impact fees.	Not Applicable. A 100% credit was issued for substanital IPLR Improvements.	Done
4	As voluntarily offered by the applicant during the open record hearing, the Plattor shall protect off-site conifers along the north property line using techniques as recommended in Exhibit S-1.15 at page 2.	Done	Done
B. Prior to City Acceptance of Improvements:			
1	The internal plat roads serving more than four (4) dwelling units shall be consistent with the local road standards in accordance with PWS Table 1, PWS Figure 01-05, and adopted Public Works Standards, or as approved by the City Engineer during final engineering based on approved road standards Variations.	The condition has been completed per the approved site development permit.	Done
2	Half-street frontage improvements shall be provided along Issaquah-Pine Lake Road SE consistent with the principal arterial standard.	The condition will be complete at the time of Maintenance and Defect.	Done
3	The private access road in Tract D shall meet the requirements for Fire Turnaround for access and shall be approved by the Fire Marshal.	This condition has been completed.	Done

Exhibit 4

Comment No.	Hearing Examiner Condition	Response	City Response
4	Illumination shall be provided in the plat and frontage roads consistent with the City's standards for average foot candles and uniformity for a local road. Luminaires shall be full cut-off and LED. Pole type and style shall be approved by Public Works.	This condition has been completed.	Done
5	Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM), the City of Sammamish Addendum to the 2009 KCSWDM, and the City of Sammamish Stormwater Management Comprehensive Plan.	This condition has been completed.	Done
6	Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televisioned for inspection.	The condition will be complete at the time of Maintenance and Defect.	Not Applicable Until Maintenance and Defect
7	Prior to acceptance into the Maintenance and Defect period, project close-out documents including as-builts and final corrected TIR shall be submitted to Public Works for approval.	The condition will be complete at the time of Maintenance and Defect.	Not Applicable Until Maintenance and Defect
8	The Plattor shall purchase from the City and install drain markers on each catch basin within the plat (Only rain down the drain).	*The contractor has purchased the signs and installed them.*	Done
C. Prior to or Concurrent with Final Plat:			
1	At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and stormwater pond. The final lift of asphalt may be bonded except as indicated.	This condition has been completed.	Done
2	A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. A Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.	The facilities have been staked under the direction of a licenced surveyor.	Done
3	All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. Any No Parking signs shall be installed prior to final plat. No Parking signs shall be required on all proposed street and private roads with clear widths of 20-feet or less.	The condition has been completed.	Done

Exhibit 4

Comment No.	Hearing Examiner Condition	Response	City Response
4	Any offsite improvements shall be fully constructed, except that the final lift of asphalt may be bonded.	The condition has been completed.	Done
5	No Parking signs shall be permanently installed.	The condition has been completed.	Done
6	Illumination shall be fully installed or as approved by the City Engineer.	The condition has been completed.	Done
7	Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM and the City of Sammamish Addendum.	The condition has been completed.	Done
8	A Public Works performance bond shall be posted consistent with the 2009 KCSWDM.	The condition has been completed.	Done
D. Conditions to appear on the face of the final plat (italicized words verbatim):			
1	The Plattor shall include a note regarding payment of all street impact fees on the subject site consistent with the provisions of Chapter 14A.15 SMC.	The note is on the final plat.	Done
2	Covenant and easement language pertaining to maintenance of individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.	This condition is addressed in response to Condition 3 below.	Done
3	Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land which tract shall be dedicated to the City or an easement provided to the City of Sammamish for inspection, maintenance, operation, repair, and replacement. Language to this effect shall be shown on the face of the final plat.	This condition is shown on the final plat.	Done
4	*Maintenance of all landscape strips along the plat internal road shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.*	This condition is shown on the final plat.	Done
5	*Maintenance of any required perimeter landscaping strips along the storm drainage tracts and/or storm drainage easement areas, other than the interior pond embankments, shall be the responsibility of the Homeowners Association.*	This condition is shown on the final plat.	Done
6	*Individual lot flow control BMP's in accordance with the 2009 King County Surface Water Design Manual shall be provided with each single family residential building permit unless otherwise incorporated into the subdivision site development plans.*	This condition is shown on the final plat.	Done
7	*All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.*	This condition is shown on the final plat.	Done

Exhibit 4

Comment No.	Hearing Examiner Condition	Response	City Response
8	*Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.*	This condition is shown on the final plat.	Done
9	*Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.*	This condition is shown on the final plat.	Done
10	*Unless directed to individual on-lot flow control BMP's, all building downspouts, footing drains, and surface inlets from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated tightline in accordance with the 2009 King County Surface Water Design Manual. The approved Site Development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.*	This condition is shown on the final plat.	Done
11	*In accordance with Chapter 13.15 SMC, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit.*	This condition is shown on the final plat.	Done
12	*Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant to SMC 13.30.020.*	This condition is shown on the final plat.	Done
13	Trees retained in accordance with SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number.	This condition is shown on the final plat.	Done
14	*Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.*	This condition is shown on the final plat.	Done

Comment No.	Hearing Examiner Condition	Response	City Response
15	SMC 14A.15.020 requires that at the time of final plat a minimum of 30% of the impact fees must be paid prior to recording. However the Plattor has the option to pay more. The Plattor shall indicate on the face of the plat if any additional fees are owed by the lots in the plat. Also, the Plattor shall indicate which 23 lots are subject to any remaining street impact fees.	Not applicable.	Not Applicable. A 100% credit was issued for substanital IPLR Improvements.
16	*Pursuant to SMC 21A.105, fifty percent of the school impact fees were paid at final plat. Fifty percent of the school impact fees, plus an administrative fee shall be paid prior to building permit issuance on 23 lots.*	This condition is shown on the final plat.	Done
17	*23 lots are subject to the park impact fees at the time of building permit issuance.*	This condition is shown on the final plat.	Done

Exhibit 4

Exhibit 4

Exhibit 5

Exhibit 5 Vicinity Map

Exhibit 5

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: 5/10/2017

Originating Department: Admin Services

Clearances:

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

Subject: Resolution: Appointing one member to the Sammamish Arts Commission

Action Required: Approve Resolution confirming the appointment.

Exhibits: 1. Resolution

Budget: N/A

Summary Statement: The Sammamish City Council created an Arts Commission, comprised of nine members. Currently Position 1 (3-year term) and Position 8 (2-year term) are vacant. This resolution would fill one of those vacancies. The Art Commission has been offered the opportunity to provide feedback, and that feedback has been forwarded to the full City Council for their consideration.

Background: The Arts Commission is very active and is in need of commissioners with diverse skills and backgrounds. In the past year they have sponsored such varied activities as art displays in City Hall, workshops for seniors, and many other arts related activities.

There has been an on-going recruitment since October 2016, for the Arts Commission vacancies, with postings on the City's website as well as articles and advertising in the local papers and the City's newsletter. On April 28, 2017 Gregory Clark submitted his application for the Arts Commission. He has a strong background in photography and has received several awards for his work. The Art Commission Chair, Ramu Iyer, met with Mr. Clark and expressed general support for this appointment. Mr. Clark has requested to fill position 8.

Recruitment will continue to fill the remaining vacancy.

Financial Impact: N/A

Recommended Motion: Adopt resolution appointing one Commissioner to the Arts Commission to Position 8 for a two-year term.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017-____

A RESOLUTION OF THE CITY OF SAMMAMISH WASHINGTON APPOINTING ONE REGULAR MEMBER TO THE SAMMAMISH ARTS COMMISSION

WHEREAS, the Sammamish City Council created a nine-member Arts Commission and established the duties of said Commission; and

WHEREAS, there are currently two vacancies on the Commission; and

WHEREAS, the City Council solicited applications for said positions;

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

Section 1. Appointment of Arts Commission. The City Council hereby appoints the following individual to the Sammamish Arts Commission for the designated terms hereafter set forth:

Gregory K. Clark	Position 8	Term Expires January 31, 2020

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution 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 Resolution or its application to other persons or circumstances.

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

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk: May 10, 2017
Passed by the City Council:
Resolution No. R2017-

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: 05/10/17

Originating Department: Parks and Recreation

Clearances:

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

Subject: Bid Award for the Sammamish Landing ADA Access Improvements Project

Action Required: Authorize the City Manager to execute a contract with WS Contractors, LLC. for the construction of the Sammamish Landing ADA Access Improvements Project.

Exhibits:
1. Bid Tab
2. Graphic showing design concept

Budget: $1,000,000 is allocated in the 2017-18 Parks CIP budget for the ADA Improvements. In addition, $156,000 is remaining and will be carried forward from the previous biennial budget for the restrooms. Lastly, $200,000 is available this year in the Parks Capital Replacement Program, for the driveway repairs.

Summary Statement:

This is a construction contract for the Sammamish Landing ADA Improvements Project. This project will construct the ADA access and stairs to the park, right of way modifications with ADA parking, a turning lane and refuge island for pedestrian crossing, repairs to the residential driveway impacted by previous construction and the improvements associated with the restroom installation.

Work includes construction of structural earth walls supporting sidewalk, pedestrian access ramps, pedestrian railing, chain link fencing, foundation for a prefabricated restroom building, road pavement widening, cement concrete curb and gutter, drainage improvements, permanent signing, electrical system installation, channelization, surveying, traffic control, temporary stairway, coordination with restroom building contractor and utilities, driveway repairs and associated work.

The project was bid on April 11, 2017. Bids were opened on May 2, 2017 and a total of three were received. The responsible bidder was determined by the lowest total bid (sum of the Base Bid and all bid alternatives). WS Contractors LLC submitted a bid for $1,044,676.89 which is higher than the Engineer's Estimate of $750,000. Staff evaluated the bids and WS Contractors LLC was identified as the lowest responsive and responsible bidder.

Overview of the Project Bid:
The bid included a total of three schedules as noted in the attached bid tab and further described below:

Schedule A – Base Bid, ADA Improvements:	$ 829,642.14
Schedule B – Restroom Foundation & Associated Improvements:	$ 127,089.75
Schedule C – Driveway Repairs:	$ 87,945.00
Washington State Sales Tax (Schedules B & C only)*:	$ 21,503.48
TOTAL CONTRACT AMOUNT	**$1,066,180.37**

**Work in the Right of Way is not subject to WSST.*

Staff Recommendation:
Staff acknowledge that the bids are high, but recommend that City Council award the bid for all schedules and authorize the construction contract for the following reasons:

- Without these improvements, the park is not in compliance with federal laws. The Americans with Disabilities Act requires that at least one accessible route shall be provided from accessible parking spaces, public streets, sidewalks etc. to the facility entrance they serve. We are currently relying on a temporary gravel path that is both difficult to maintain and navigate. Staff receive complaints from residents on a regular basis.

- The project has already been delayed significantly from the original bid in 2014. When the contractor left the project incomplete and the remaining improvements were re-bid in 2015, the City received a single bid that was rejected as it was significantly over the engineer's estimate. The design revisions that were an attempt at reducing project costs, have been offset by the two-year delay and corresponding increase in the construction cost index.

- In talking to the bidders on the project, the costs are also high due to the challenges of the site. Access is extremely limited and most deliveries of materials from the Parkway will necessitate traffic control and lane closures, which are only permitted from 9:30 am to 3:00 pm. This reduces the efficiency and increases the costs for delivery and off-haul of materials from the site.

- The Restroom Building was purchased in early 2014 and is being held at the Public Restroom Company's manufacturing facility in Oregon. They have been patient with the City, and have not charged us (per contract) for the extended storage, but any further delay, might require us to have the restroom moved to Sammamish and stored somewhere at a City facility. Moving the pre-fabricated building twice will be both expensive and risky.

- The Driveway Repairs were bid separately in July of 2016 and the single bid received on the project was $115,950. At that time staff had proposed rejecting the bid and recommended combining it with the remaining improvements at Sammamish Landing to get a better price with the efficiency of scale. The bid price from WS Contractors for the Driveway Repairs is at $87,945.

- Reference checks for the low bidder, WS Contractors are very positive. They have past experience in this realm of work for Seattle Parks & Recreation, Metro Parks District, Tacoma and the City of Seattle Library. The difference in price between the low bid and second bid is very small indicating that the bid prices are relatively accurate. It is unlikely that re-bidding the project will bring down the price and on the other hand it will cause us to lose the construction window for this year.

Project Schedule:
The construction timeline is 65 working days. Contingent on receiving an updated Special Use permit from King County, construction is anticipated to run from June through August, 2017. Since construction will occur in the summer, the contractor will construct temporary stairs, just north of the proposed improvements, to allow users to access the park.

Financial Impact:
The 2017-18 Parks CIP Budget includes $1,000,000 for the Sammamish Landing ADA Improvements Project; a carry forward of funds remaining in the amount of $156,000 from the previous biennial budget for the Restroom Project; $200,000 is available this year in the Parks Capital Replacement Program, applicable to the driveway repairs and $206,000 in the Parks Contingencies Reserve for construction contingencies, if needed.

The following are the estimated costs and recommended sources of funds for the project:

Project Costs:	
Construction Costs:	$1,044,676.89
Washington State Sales tax (Schedules B & C only):	$ 21,503.48
Construction Contingency:	$ 100,000.00
Survey, Design & Engineering Fees:	$ 58,000.00
Construction Administration:	$ 100,000.00
Special Inspections & Testing:	$ 25,000.00
Utility Connection Fees:	$ 47,000.00
Pending Payments for Pre-fabricated Restroom:	$ 16,000.00
Total Estimated Project Costs:	**$1,412,180.37**
Project Funding:	
2017-18 Parks CIP budget for ADA Improvements:	$1,000,000.00
2015-16 budget carry forward for Restrooms:	$ 156,000.00
2017 Capital Replacement Program for Driveway Repairs:	$ 200,000.00
2017 Parks Capital Contingency Reserve:	$ 100,000.00
Total Project Funds:	**$1,456,000.00**

There is sufficient funding available in the Parks CIP to support this project.

Recommended Motion:
Move to accept the bid from WS Contractors LLC, as the lowest responsive and responsible bid for the Sammamish Landing ADA Improvements Project and authorize the City Manager to award all schedules (Base Bid, Schedule B and Schedule C) and execute a contract with WS Contractors LLC. in the amount of $1,044,676.89 plus Washington State Sales tax in the amount of $21,503.48 and to administer a 10% construction contingency.

Background:
Sammamish Landing Park is the only stretch of land along Lake Sammamish that is in public ownership within the City limits. The Master Plan process (July 2008 – July 2010) was followed by Phase I improvements (January 2011 – March 2013). The first phase added two new docks, pocket beaches, trails, picnic shelters, portable restrooms and trails, but did not include parking. The park was a great success, however, and park users began parking along East Lake Sammamish Parkway. This parking did not suffice and created some safety concerns, particularly in the summer when park usage was at its peak. Parking was further impacted when the City of Redmond eliminated on-street parking on 187th Avenue NE.

Phase II – Pedestrian Access & Parking Improvements
In October 2013, the City Council authorized funds for the second phase of improvements to build a parking lot on City-owned property, east of the parkway along with a pedestrian actuated crossing across the Parkway. Also included in the scope of work was an accessible switchback trail to bring people down the 20-foot elevation drop from the Parkway to the park to comply with ADA regulations.

A construction contract was awarded in July 2014, but terminated in July 2015 with the project left incomplete. City maintenance crews and a paving contractor worked to complete the parking lot and constructed a temporary pedestrian access. The rest of the improvements were bid in August 2015 with only one bid received at approximately $850,000 and significantly higher than the engineer's estimate of $520,000. Further analysis of the engineer's estimate under current market conditions has revealed that the project costs were likely closer to $809,000 during this bid window.

A decision was made to re-design the project, with the intent of reducing costs. Staff have worked with an engineering firm and completed the re-design work. The highest costs on the original bid were for the railings and structural retaining walls. The redesign proposes structural fill to lower the height of the retaining walls and reduces the slope of the walkway from 8% to 5% for most of the stretch, thereby eliminating the need for railings. The cost savings of the re-design were largely negated by very competitive market conditions.

$1,000,000 is allocated in the 2017-18 Parks CIP Budget to complete these ADA Improvements.

Phase III – Restroom
In February 2015, the City Council authorized the purchase of a prefabricated restroom building to be installed after the completion of the Phase II Improvements. Due to the delay in the Phase II project, the completed restroom building has been held at the fabrication facility in Oregon for two years and is now proposed to be installed along with the remaining Phase II improvements.

2015-16 Parks CIP for Phase III:	$340,000
Expenditures to date for Phase III:	$183,890
Funds remaining for Phase III:	$156,110

801 228th Ave SE
Sammamish, WA 98075
www.sammamish.us

BID OPENING
Parks and Recreation Department

Sammamish Landing ADA Access Improvements
May 2, 2017
2:00pm

Exhibit 1

BIDDER	SIGNED PROPOSAL	BID SECURITY FORM	ADDENDUM ACKNOWLEDGED	BIDDER INFORMATION & SIGNATURE	NON-COLLUSION & DEBARMENT AFFIDAVIT	MINIMUM WAGE AFFIDAVIT FORM	STATEMENT OF BIDDER;S QUALIFICATIONS	RESPONSIBLE BIDDER CRITERA	SCHEDULE A: BASE BID, ADA IMPROVEMENTS	SCHEDULE B: RESTROOM FOUNDATION AND ASSOCIATED IMPROVEMENTS	SCHEDULE C: DRIVEWAY REPAIRS	TOTAL
Award Construction, Inc.	X	X	X	X	X	X	X	X	$826,115.00	$116,700.00	$122,231.00	$1,065,046.00
A-1 Landscaping	X	X	X	X	X	X	X	X	$1,236,395.00	$664,290.00	$128,510.00	$2,029,195.00
WS Contractors, LLC*	X	X	X	X	X	X	X	X	$829,562.94	$127,089.75	$87,945.00	$1,044,676.89

*W.S. Contractors, LLC is the apparent low bidder
Line item 50 of Schedule A (base bid) corrected based on unit price, in accordance with the specifications, resulting in a net increase of $79.20 to the total bid price.

Exhibit 1

Exhibit 2

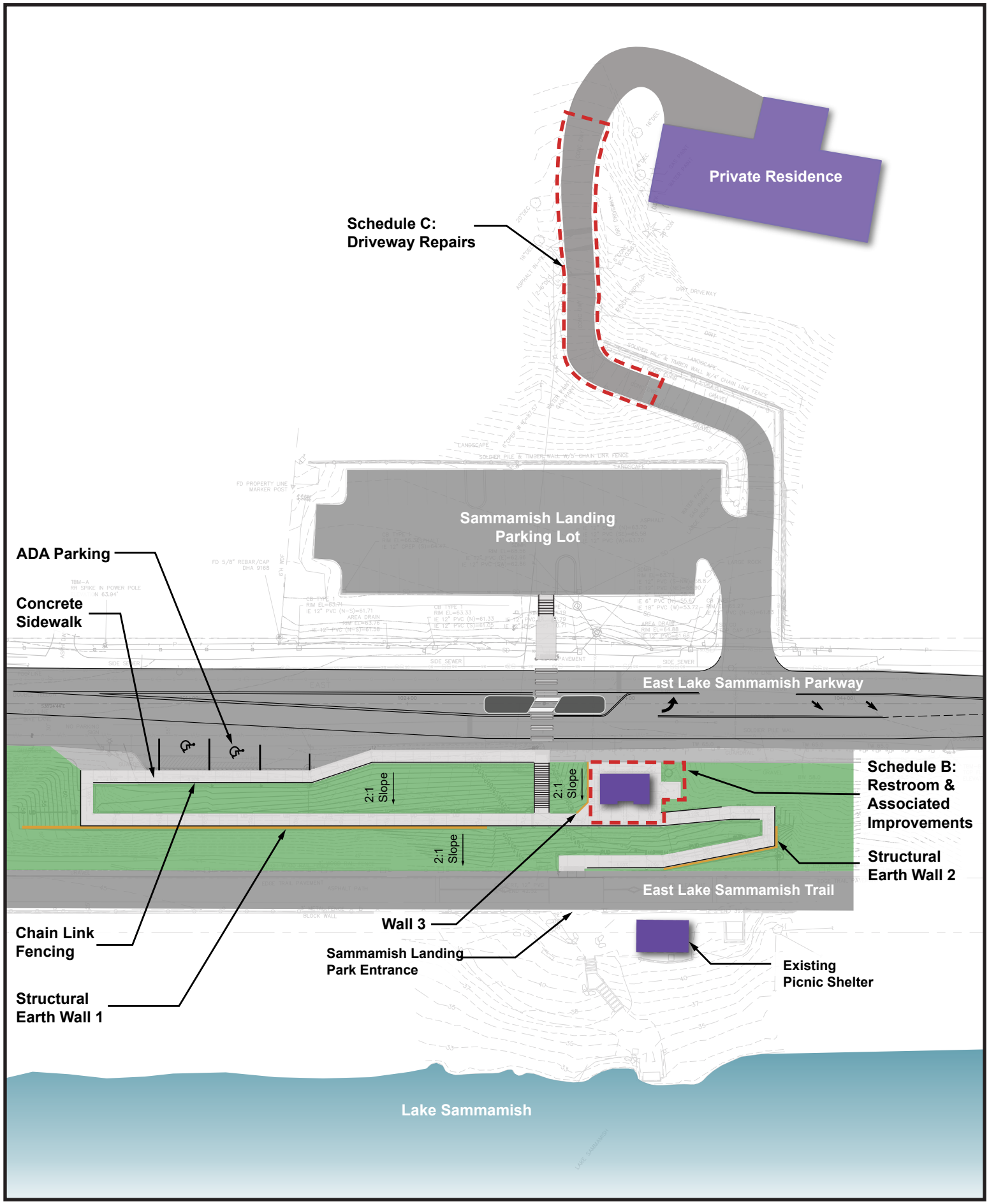


Exhibit 2: Sammamish Landing ADA Access Improvements

North

Exhibit 2

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: 5/10/17

Originating Department: Parks and Recreation

Clearances:

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

Subject: Construction Management Services for the Sammamish Landing ADA Improvements Project

Action Required: Authorize the City Manager to execute a contract with HDR Engineering, Inc. for Construction Management Services for the Sammamish Landing ADA Improvements Project.

Exhibits: 1. Contract

Budget: $1,000,000 is allocated in the 2017-18 Parks CIP budget for the ADA Improvements. In addition, $156,000 is remaining and will be carried forward from the previous biennial budget for the Restrooms. There is $200,000 available this year in the Parks Capital Replacement Program, for the driveway repairs.

Summary Statement:

This contract is for construction management services for the Sammamish Landing Improvements Project and is contingent upon the bid award for the construction contract, which is submitted in a separate agenda bill.

This project will revise and complete the pending improvements at Sammamish Landing Park. This includes ADA access and stairs to the park, right of way modifications with ADA parking, a turning lane and refuge island for pedestrian crossing, repairs to the residential driveway impacted by previous construction and the improvements associated with the restroom installation.

In September 2016, City Council authorized a contract for design and engineering services with HDR Engineering Inc. Staff selected a qualified engineer through the MRSC Professional Services Roster. Based on the experience and qualifications of the staff, familiarity with working on the project and the ability to meet the project timeline, staff have selected HDR Engineering Inc. to provide construction management services for this project.

Scope of Work:
Under the Construction Management Services contract, HDR Engineering Inc., will provide project management, staff field support, contract administration (organize meetings, review pay applications and inspection records, etc.), change management, quality assurance, assistance with project closeout as well as the support of the Engineer of Record for the design phase.

Given the challenges of site access, proximity to East Lake Sammamish Parkway and the County trail as well as the steep slopes and problematic soils, staff recommend the services of the design engineering firm through construction. The install of the Restroom building will require lowering the power lines, extensive traffic control and coordination with various utilities, including electrical, water and sewer, that would benefit from the engineering support that this contract would provide.

Financial Impact:
The 2017-18 Parks CIP Budget includes $1,000,000 for the Sammamish Landing ADA Improvements Project; a carry forward of funds remaining in the amount of $156,000 from the previous biennial budget for the Restroom Project; $200,000 is available this year in the Parks Capital Replacement Program, applicable to the driveway repairs and $206,000 in the Parks Contingencies Reserve for construction contingencies, if needed.

The following are the estimated costs and recommended sources of funds for the project:

Project Costs:	
Construction Costs:	$1,044,677
Washington State Sales Tax (Schedules B & C only):	$ 21,503
Construction Contingency:	$ 100,000
Survey, Design & Engineering Fees:	$ 58,000
Construction Administration (HDR Contract):	$ 100,000*
Special Inspections & Testing:	$ 25,000
Utility Connection Fees:	$ 47,000
Pending Payments for Pre-fabricated Restroom:	$ 16,000
Total Estimated Project Costs:	**$1,412,180**

**Construction Management Services contract plus contingencies, for which Council authorization is requested in this agenda bill.*

Project Funding:	
2017-18 Parks CIP budget for ADA Improvements:	$1,000,000
2015-16 budget carry forward for Restroom project:	$ 156,000
2017 Capital Replacement Program for Driveway Repairs:	$ 200,000
2017 Parks Capital Contingency Reserve:	$ 100,000
Total Project Funds:	**$1,456,000**

There is sufficient funding available in the Parks CIP to support this project.

Recommended Motion:
Authorize the City Manager to execute a contract with HDR Engineering, Inc. in the amount of $95,000 for Construction Management Services for the Sammamish Landing ADA Improvements Project and authorize an additional $5,000 contingency (total authorization not-to-exceed $100,000) for additional services, if needed. Authorization of this contract is contingent on the bid award for the Sammamish Landing ADA Improvements project.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: HDR Engineering Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and HDR Engineering Inc., hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

___ According to the rates set forth in Exhibit "_ "

X A sum not to exceed $95,000.00

___ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** 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.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement**. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices**. Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

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

Company Name	HDR Engineering Inc.
Contact Name	Scott Johnson, PE
Street Address	500 108th Avenue NE, Suite 1200
City, State, Zip	Bellevue, WA 98004
Phone Number	(206) 826-4700
Email	Scott.Johnson@hdrinc.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: Karen M Doherty
Print Name: Lyman Howard	Print Name: Karen M Doherty
Title: City Manager	Title: SVP
Date:_____	Date: 5/9/17
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

Revised 6/2016

EXHIBIT A

SCOPE OF SERVICES

Background

The purpose of this contract is to provide construction management service and design services during construction for the City of Sammamish ("the City") by HDR Engineering, Inc. (HDR) as requested. The scope of this work will be provided specifically on the Sammamish Landing ADA Access improvements Project.

Scope of Services

Task 100 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing of HDR's work.

HDR Services

1. Prepare a Construction Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information as needed.
2. Coordinate and manage the project team.
3. Prepare monthly status reports describing the following:
   A. Services completed during the month
   B. Services planned for the next month
   C. Needs for additional information
   D. Scope/schedule/budget issues
   E. Schedule update and financial status summary
4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will lead monthly project management meetings with the client Project Manager to review project scope, schedule, and budget issues. This will be combined with the regular inspection team internal staff meeting.

Client Responsibilities

1. Attendance at meetings
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration and budget was developed assuming approximately 65 working days for the Contractor.

2. Invoices will be HDR standard invoice format along with City of Sammamish invoice template cover sheet.
3. Expense backup will not be provided with invoices but will be available for review at HDR.
4. No subconsultants are planned to be hired by HDR

Deliverables

1. Monthly reports and invoices
2. Monthly construction management budget updates

Task 200 Staff Field Services

Task 200.10 Staff Field Support

Objective

To provide staff with support equipment necessary to perform their work including but not limited to a field office, vehicles, and communication tools. It is expected that the inspection team will not have an office trailer nor onsite facilities provided.

HDR Services

1. HDR will provide field services in the form of a construction inspector during the duration of the project's 65 working days as detailed in the assumptions below.
2. HDR will provide their inspectors with vehicles, cellular phone service, and digital cameras.
3. HDR will provide SharePoint document management services and provide the City with access to the same

Client Responsibilities

1. The City will provide a construction monitor one day per week of 8 hours to supplement the HDR staff. During the first and last week of construction the City will increase their construction monitoring to two days per week equaling 16 hours total per week. As construction slows this could increase and will be negotiated at that time.

Assumptions

1. The City will reimburse HDR for providing 1 vehicle during the project duration. This vehicles will serve as the temporary construction office for the inspector.
2. On Site staffing is assumed to be one inspector at 32 hours per week and one Construction Manager at 8 hours per week. This assumes a 40 hour workweek of either 4 - 10 hour days or 5 - 8 hour days per week. This does not include any time for night or weekend work. It is assumed that the level of effort during the first week after NTP and that last week prior to project substantial completion will only include 24 hours of Consultant field support.
3. City will provide City staff to oversee work for 1 day each week during the contract duration. The day may fluctuate depending on the type of work the contractor is planning for the given week. The HDR team and City will agree on which day of the week the City covers on the Friday of the week prior. 2 days per week for the first and last week of the contract.

Deliverables

1. City access to active documentation Sharepoint website
2. Final download of final project documentation on hard drive transmitted to client

Task 200.20 Contract Administration

Objective

Employ construction administration management to capture, track, expedite, and report the status of project documents that provide for efficient retrieval of documents during the construction of the project. This section addresses letters, correspondence, Requests for Information, material Management and submittals, meeting management, and scheduling. Documentation provided by HDR will follow City and WSDOT guidelines.

HDR Services

Documentation

1. HDR will conduct a project communication and project collaboration system meeting with the City to identify communications chain of command, key participants, available infrastructure, infrastructure improvements, and software applications.
2. HDR will receive, log, track and process correspondence and other forms of communication, and file communication per the City system
3. HDR will receive, log, track, and process Requests for Information
4. HDR will perform wage rate, on site interviews as may be required
5. HDR will maintain access to logs, technical documents, shop drawings, data submittals, manuals, samples, and request for information (RFI's).
6. HDR will provide digital photographs of the project.

Meetings

1. HDR will lead the preconstruction meeting and prepare the agenda.
2. HDR will lead a weekly meeting with the Contractor for coordination and communication purposes.
3. HDR will lead an internal weekly meeting to review issues, documentation, and progress with the City.
4. HDR will coordinate and facilitate meetings and communications with the Contractor, design engineer, and independent testing services, authorities having jurisdiction, utility owners, project Owner, and other applicable project stakeholders as issues arise.
5. HDR will review the contract documents to confirm construction schedule requirements and HDR will participate in coordination with the City's scheduling consultant.
6. HDR will review schedule updates for discrepancies and any reconciliation to maintain schedule as required by the contract.
7. HDR will monitor and review the project schedule on a weekly basis with the contractor to monitor compliance and progress.
8. HDR will track and identify timing of all wage rate on site interviews (HDR to actually perform interview) as required per contract.

Pay Estimates, Progress and Cost to Compete Reports

1. HDR will provide the City with a monthly Cost-to-Complete report with spent to date actual values and anticipated cost to complete values to identify any potential known discrepancies.
2. HDR will provide the Owner with a monthly report to identify the work completed during the prior month and work anticipated for the coming month.
3. HDR will provide pay estimate documentation for City processing.
4. HDR will receive, log, track, and process technical documents, shop drawings, data submittals, and manuals received as part of the construction process and file all communication in the projects files, in accordance with City of Sammamish requirements.
5. HDR will review each submittal received from the Contractor for conformance with the contract document requirements for providing submittals (quantity, format, etc.); distribute copies to the appropriate reviewers; consolidate review comments; and return to the Contractor in accordance with the contract documents.

Client Responsibilities

1. The City will provide all document standards for construction purposes including letter formatting and document management.
2. The City will secure a submittal master list and a Record of Materials master list.
3. City will provide information from field observations for days the City staff is the representative in the field. Email summary of day's activities and elements of note.

Assumptions

1. HDR will prepare project correspondence and other forms of communication in accordance with the City's document standards.
2. HDR's review and recommendation for payment is not evidence of performance nor confirmation that the work is in conformance with the contract requirements. Progress payments serve only as a basis for partial payment. HDR may revise progress payment estimates at any time before final payment is made by the Owner. Corrections may be made to quantities and SOV amounts up through the final progress payment as allowed by the WSDOT Standard Specifications processes.
3. Pay estimates shall be completed and submitted to the City no more than 10 days after Contractor submittal of progress report to HDR.
4. City has indicated there is not any FHWA funding has been applied to this project. Project will not be reviewed by WSDOT or FHWA representative.
5. City has requested WSDOT level of oversight and documentation. This includes documentation of payroll, inspection records with photos, subsurface geotechnical records, RFI and RAMs tracking logs and final approved submittals, change order documentation, and tracking sheet of charged working days.
6. All work shall be transmitted electronically.
7. City will process payments to the contractor upon HDR review and approval.

Deliverables

1. Correspondence as required
2. Photo documentation in jpeg format
3. Complete interview reports as required
4. Meeting notes from the weekly Contractor meeting
5. Meeting notes from the weekly internal staff coordination meeting
6. Reviews of the baseline schedule and schedule updates
7. Tracking system for payment of bid items
8. Monthly pay estimates with bid item backup meeting City requirements
9. Monthly status and Cost to Complete report
10. Review comments of Lump Sum Breakdowns

Task 200.30 Change Management

Objective

Process proposed changes in the Work to provide the Contractor with clear direction for the efficient execution of the Work.

HDR Services

1. HDR will meet with the City to understand and document their requirements for processing changes to the work. The procedure will identify the approvals needed for changes to the work, who in the City can sign change orders, and to what value they can sign. Process will be documented by HDR in meeting minutes.
2. HDR will provide, monitor, track, and lead the preparation and continued maintenance of the Project Issue Log and the Change Order Log to identify possible issues and changes and then to track actual agreed changes. The logs will be reviewed weekly at both internal team meetings and weekly meetings with the Contractor..
3. HDR will monitor and coordinate evaluation of requests for substitutions, value engineering proposals, and field directives.
4. HDR will evaluate force account sheets provided by the Contractor.
5. HDR will review change proposals submitted by the Contractor and make recommendations to the City.
6. HDR will prepare Change Order documentation including a written justification, record of negotiation, and independent cost estimate for each Change Order.
7. HDR will assist the City in negotiating changes to the contract with the Contractor.

Client Responsibilities

1. Provide the forms and format that HDR will need to complete to initiate and implement Change Orders if the City has such forms.
2. The City will review, evaluate and approve Value Engineering proposal request(s)

3. Approve Change Orders.
4. Review and comment on change log and status of the changes

Assumptions

1. The Engineer of Record will review and evaluate changes for compliance with the design intent and provide documentation (technical data, sketches, revised drawings, etc.) for changes that affect the design of the project.
2. HDR's review of Value Engineering proposal request(s) is for impacts to schedule and potential costs. The design consultant shall review Value Engineering proposal request(s) for conformance with the design intent.
3. The City will review and approve all Change Orders.
4. It is assumed that 6 change order proposals will occur on this project and no Value Engineering proposals shall be received.
5. The Design Team will review technical data or change requests received from the Contractor that affect the design of the project.

Deliverables

1. Project Issue Log
2. Change Order Log
3. Change Order documentation per change: Summary, Record of Negotiation, Justification and Estimate of Cost.

Task 200.40 Quality Assurance

Objective

The purpose of this section is to confirm the Work performed by the Contractor is in general conformance with the construction contract requirements by documenting observations, performing materials testing, assembling and reviewing required paperwork, and inspection of the Work. The Contractor is responsible for its own construction Quality Control and HDR is responsible for providing Quality Assurance.

HDR Services

1. HDR will provide an inspector to observe, monitor, report, and document the progress of the construction work and confirm that the work is in general accordance with the contract documents.
2. HDR will perform observations in accordance with industry-recognized standards.
3. HDR will document project activities on a daily basis by preparing daily reports. The daily reports will include weather conditions at the site, Contractor's personnel on site, major equipment on site used for the work, major equipment on site not being used for the work, activities performed by the Contractor, major materials and equipment deliveries, non-conforming work and/or construction deficiencies, tests performed, visitors to the site, pertinent field conversations and/or decisions and other unusual activities on site.

4. HDR will attend pre-activity construction meetings as agreed to with the Contractor and as defined in the construction Contract Documents prior to the start of critical activities.
5. HDR will review permits and monitor the Contractor's work for compliance with the permit requirements. HDR is not responsible for the Contractor's compliance or non-compliance with permit conditions.
6. HDR will observe Contractor's installation of materials and equipment and monitor compliance with approved submittals and the contract documents.
7. HDR will document and report to Owner, Contractor, and Engineer of Record non-conforming work and issue Non-Conformance Reports (NCR) for deficiencies with corrective measures or corrective action plans; develop and maintain a log of the NCR and provide to the Contractor; and as deficiencies are corrected, revise the log by indicating corrected status.
8. HDR will review agreements between the Owner and other agencies, utilities and/or other parties. HDR will keep a copy of each agreement in the project field office. HDR will monitor the conditions stated in the agreements to ascertain whether the Contractor has met the agreement and permit conditions.
9. HDR will provide daily quantity tracking sheets for materials installed in accordance with the contract.
10. Coordinate with Contractor to facilitate review of major deliveries prior to unloading and storage. Review storage facility with Owner to confirm acceptability of the facility.
11. Regularly review Contractor's storage areas to determine compliance with the contract documents. Notify the Contractor of any damaged or improperly stored materials. Adjust payments as applicable for damaged or improperly stored equipment
12. Establish procedures and protocols for communicating test results with testing service and Contractor.
13. Coordinate special inspections and field tests including geotechnical testing.
14. Notify Contractor of subsequent testing which may be required, due to failing tests.
15. If requested by the City, review testing lab invoices to avoid Owner being charged for failed material tests. Provide documentation for reimbursement from Contractor for failing tests.
16. HDR will review the Contractor's record drawings on the project site monthly prior to releasing contractor pay estimates. The record drawings will include actual changes made in the field due to existing conditions, RFIs and changes.

Client Responsibilities

1. The City is responsible for securing permits for the project.
2. The City will maintain copies of permits at their offices and provide copies to HDR.
3. The City will provide a lab for materials testing and request that test results be transmitted to HDR.
4. The City will provide one electronic copy of the plans and specifications and 4 hard copies.

Assumptions

1. HDR is not responsible for securing permits for the project.

2. HDR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control, or have charge of construction that is the responsibility of the contractor.
3. HDR will provide safety oversight and personal protective equipment for the HDR staff only. The Contractor shall be fully responsible for safety including contractor personnel and the public.
4. Any City staff working as part of the HDR team will be briefed in the safety protocols of HDR and requested to participate in all safety related activities.
5. HDR's observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents.
6. HDR is not responsible for the Contractor's failure to comply with any permit requirement including compliance with environmental permits and/or requirements.
7. Budget assumes any geotechnical testing will be performed on an as-needed basis through a separate contract administered by the City.

Deliverables

1. Daily Inspection Reports from Inspectors
2. Non-Conformance Reports

Task 200.50 Substantial Completion, Final Completion and Project Closeout

Objective

Work with the Contractor, Engineer, and Owner to confirm the work is substantially complete and ready for use by the Owner. Confirm that closeout documents are submitted in accordance with the contract requirements.

HDR Services

Substantial Completion

1. Confirm the contract requirements for substantial completion.
2. After the Contractor notifies HDR that the work is substantially complete, HDR will arrange for the Engineer and the City to review the project to confirm the work is substantially complete.
3. Conduct substantial completion inspections. Identify work remaining to be completed and document this in a punch list.
4. In collaboration with the Engineer and the City, confirm the work is substantially complete.
5. After the Engineer and the City agree the work is substantially complete, coordinate with the City the issuance of the substantial complete letter to the Contractor.
6. Review the punch list and schedule for completing work with Contractor.
7. Identify constraints to completing punch list work; review constraints with the Engineer, Owner, and Contractor.

8. Confirm that work on the punch list is complete after contractor completion.

Final Completion and Closeout

1. Develop list of special warranties included in the contract documents.
2. Obtain special warranties and compile in an [electronic file / binder].
3. Work with Owner to provide notices to public agencies confirming the work is complete.
4. Confirm documentation required by the Owner and funding agencies has been submitted (e.g. Lien Waivers, costs per funding source).
5. Conduct Final Completion Inspection with Owner, Engineer, Contractor and Regulatory/Permitting Agencies, if applicable.
6. Make recommendation for Final Payment.
7. Review project documents required by the Owner; gather and submit.

Client Responsibilities

1. Participate in all activities identified above.

Assumptions

1. This task is assumed to be performed within 1 month of Final Completion and any reporting required of the City shall be performed by the City. HDR will work with the City to provide a task list for this work since it can continue past the Final Completion time period.

Deliverables

1. Substantial Completion and Physical Completion letters
2. Punch list
3. Compilation of special warranties

Task 300 Design Services During Construction

Task 300.10 Design Services During Construction

Objective

The Engineer of Record will provide design services during construction for Contractor questions, requested changes to the design, review of contractor submittals requiring review by the engineer, and coordination with the City and construction management team regarding the project completion.

HDR Services

1. Participate in Project Construction Kickoff Meeting.
2. Evaluate and Respond to RFI's from the Contractor.
3. Evaluate and Respond to Change Requests.
4. Review of RAMS submitted by the Contractor that require engineer approval.
5. Participation in person at select construction coordination meetings.
6. Participate in Final Walkthrough for punch list identification.
7. Respond to CM and City questions on the design through weekly emails and phone call.
8. Provide Client a tracking log showing RFI and RAMS review response time by staff.

Client Responsibilities

1. Participate in all activities identified above as requested by the engineer.

Assumptions

1. One person from the Consultant team will attend the project kickoff meeting. This will be the Design PM or in the event of a schedule conflict, their designee.
2. One person from the Consultant team will attend select project coordination meetings. This will be the Design PM or in the event of a schedule conflict, their designee. This scope of work assumes participation in up to 4 construction meetings either on-site or at City Hall (excludes kickoff meeting).
3. Number of requests from the Contractor for RAMs or change requests are out of the control of the engineer. The hours assumed in this scope of work are for response to 12 RFI's and 12 RAMS.
4. Zipper Geo will be the reviewer of RFI's and Comments pertaining to the Retaining Wall Systems. The level of effort assumes the contractor will construct the wall as shown in the plan and will have up to 4 total RFI's or RAMS.
5. All RAMS not requiring engineer approval will be approved through the CM team.

Deliverables

1. Engineering response documentation to Change Order Requests.
2. Response to RFI's.
3. Submittals of RAMS Review Comments by HDR.

Estimated Fees and Disbursements

Description of fee estimate is included as an appendix to this scope of work.

Task No.	Task	Labor	Expenses	Fee
100	Project Management	$4,686.67	$118.00	$4,804.67
200	Staff Field Services	$68,806.61	$3,718.00	$72,524.61
300	Design Services During Construction	$15,769.60	$1,059.00	$16,828.60
			Total Fee	**$94,157.87**

Terms and Conditions

Time

This proposal is valid for thirty (30) work days from the date of submission. Thereafter, it may be subject to change.

Construction Procedures

Consultant's observation or monitoring portions of the work performed under construction contracts shall not relieve the Contractor from its responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of the contractor or other parties on the project. Consultant shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of Consultant beyond those set forth in this Agreement.

Hazardous Materials

Client represents to Consultant that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, Client represents that to the best of its knowledge it has disclosed to Consultant the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that Consultant's scope of services do not include services related in any way to hazardous materials. In the event Consultant or any other party encounters undisclosed hazardous materials, Consultant shall have the obligation to notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and Consultant may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of services on that portion of the project affected by hazardous materials until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. Client acknowledges that Consultant is performing professional services for Client and that Consultant is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with Consultant's services under this Agreement. If Consultant's services hereunder cannot be performed because of the existence of hazardous materials, Consultant shall be entitled to terminate this Agreement for cause on 30 days written notice.

Exhibit 1

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program: _____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

Revised 6/2016

Exhibit 1

EXHIBIT C

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

X Corporation _____ Partnership _____ Government Consultant

_____ Individual/Proprietor _____ Other (explain)

TIN No.: 47-0680568

Social Security No.: _____

Print Name: Karen Doherty

Title: Senior Vice President

Business Name: HDR Engineering, Inc.

Business Address: 8484 Indian Hills Drive, Omaha, NE 68114-4098

Business Phone: (402) 399-1000

May 9th, 2017
Date

Karen M Doherty
Authorized Signature (Required)

Exhibit 1

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: 5/11/2017

Originating Department: City Manager

Clearances:

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

Subject: Contract Amendment with the Demarche Consulting Group to increase the contract hours for the Temporary Director of Maintenance & Operations.

Action Required: Authorize the City Manager to execute a contract amendment with the Demarche Consulting Group and Glenn Akramoff, to increase the contract hours for the position of Temporary Director of Maintenance and Operations.

Exhibits:

1. Supplemental Agreement
2. Maintenance Organizational Charts (Current and Future)

Budget: The 2017-18 budget includes $180,000 for this contract. The costs associated with the contract amendment will be covered by one-time salary savings (approximately $400,000 in 2017) that resulted from the phased hiring of the new maintenance positions

Summary Statement:

This is a contract amendment (Exhibit 1) with the Demarche Consulting Group to increase the contract hours, which will allow Glenn Akramoff to continue to serve in a full-time capacity as the Temporary Director of the Maintenance & Operations Division (M&O Division) through the end of 2017. The original contract called for Mr. Akramoff's hours to gradually decrease beginning on April 28, 2017 with the goal of fully transitioning the supervision of the M&O Division to the respective Department Directors in September 2017.

In consultation with the Department Directors and the maintenance leadership team, the recommendation is to amend the contract to allow Mr. Akramoff to continue serving as the full-time Director of the M&O Division through the end of 2017. With this contract amendment, transition to the new supervisory structure (under the Department Directors) is anticipated to begin in September 2017 and will be completed in early 2018. There are additional deliverables associated with the original contract (e.g. strategic planning) that will also be completed in 2018.

This additional supervisory and leadership support from the Demarche Consulting Group and Mr. Akramoff is necessary to ensure a successful organizational transition, which includes a new leadership

structure (Exhibit 2) and onboarding a number of new full-time maintenance positions. The majority of the new positions were converted from 9-month seasonal positions to full-time positions as part of the 2017-18 budget process. In addition, all five of the individuals serving in leadership positions in the M&O Division are either brand new to their position or have taken on new duties.

The contract amendment calls for an increase of 1,390 contract hours and includes Mr. Akramoff's time as the on-site Director and additional support from the Demarche Consulting Group. The billable rate for this contract ranges from $90.00 to $110.00 per hour, depending on the consultant position.

The contract with the Demarche Consulting Group began in September 2016 and was approved for an amount not-to-exceed $225,000. The increase in contract hours will require approval of a contract amendment in the amount of $148,600, for a total amended contract not-to-exceed $373,600. Due to the phased hiring of the new full-time maintenance positions and the leadership positions, the M&O Divisions have a combined one-time savings of approximately $400,000 in 2017. The salary savings will be used to cover the contract amendment with the Demarche Consulting Group.

Background:
In May 2016, the City contracted with the Demarche Consulting Group and Glenn Akramoff to provide an initial analysis of the M&O Division. This analysis was necessary due to the challenges faced by the relatively small Division in meeting the workload of a rapidly growing city. The consultant's report examined the Division's functions and provided recommendations for creating an efficient, sustainable and customer-oriented M&O Division.

In September 2016, the City Council approved a contract with the Demarche Consulting Group, which included hiring Glenn Akramoff to serve as the Temporary Director of the M&O Division. In addition to the on-site supervisory role that Mr. Akramoff plays, the Demarche Consulting Group is also providing a number of other services including development of a maintenance strategic plan, leadership training and coaching, development of an equipment replacement and purchasing strategy, evaluation of the current maintenance contracts and more.

During the 8 months since contract approval, Mr. Akramoff and his consulting team have been successfully leading the M&O Division through an organizational transition and working to complete the tasks identified in the contract. While the implementation and transition are going well, there is a need to increase the contract hours to extend Mr. Akramoff's full-time supervisory role through the end of 2017.

The current contract anticipated that Mr. Akramoff would work full-time until the end of April. At that point, the contract called for his hours to be reduced and the supervision of the M&O Division to gradually transition to each of the respective Departments. The senior staff and the maintenance leadership team have evaluated the contract and feel that it would be premature to reduce Mr. Akramoff's hours at this point. The recommendation is to amend the contract with the Demarche Consulting Group and continue Mr. Akramoff's full-time role through the end of 2017.
The timing of the transition work is such that most of the full-time maintenance positions were filled in March and April and the new staff have been working with Mr. Akramoff for less than two months. In

addition, the permanent appointments for the new leadership positions in the M&O Division were not finalized until April. The entire M&O Division will greatly benefit from Mr. Akramoff's continued leadership and organizational development skills, particularly as we enter the very busy summer maintenance season.

One of the other factors leading to the recommended contract amendment is the transition of the maintenance work groups to their respective Departments. To ensure success, more time is needed for Mr. Akramoff to work directly with the Parks Director, the Public Works Director and the Deputy City Manager on a smooth and successful transition. You will note in the table below that Phases 2 and 3 of the current contract, which focus on transitioning to the new supervisory structure, will be extended by approximately 6 months with this contract amendment. During these phases, Mr. Akramoff will gradually shift from a full-time director role to a part-time role that supports the Department Directors in problem solving and sustainable work activities. He will also put the finishing touches on key deliverables, such as the Maintenance Strategic Plan, and present his team's cumulative effort to the City Council in 2018.

Completion Dates for Phases of Work – Original vs Amended			
Task description	Original Completion Date	New Completion Date	Change (months)
Phase 1 – Leadership Coaching	April 28, 2017	Dec 29, 2017	+8
Phase 2 – Leadership Transition	Sept 29, 2017	Feb 28, 2018	+5
Phase 3 – Transition and Support	Dec 2, 2017	May 31, 2018	+6
Phase 4 – Retreat and Close Out	March 16, 2018	June 29, 2018	+3

Financial Impact:
The current contract amount is not to exceed $225,000. A portion of the contract was funded in the 2015-16 budget, since this work began in September 2016. The remaining funding, approximately $180,000, was included in the 2017-18 budget and split three ways between Parks Maintenance, Stormwater Maintenance and Streets Maintenance.

This amendment will increase the contract by $148,600 for a total amended contract amount not-to-exceed $373,600. Due to the phased hiring of the new full-time positions, all of the M&O Divisions have a combined one-time savings of approximately $400,000 in 2017. The salary savings will be used to cover the costs of the contract amendment with the Demarche Consulting Group.

Recommended Motion:
Move to authorize the City Manager to execute the contract amendment (Exhibit 1) in the amount of $148,600 with the Demarche Consulting Group for a total amended contract amount not-to-exceed $373,600.

Exhibit 1

SUPPLEMENTAL AGREEMENT

Amendment Number: 1	Date: May 16, 2017
Project: Temporary Director of Maintenance and Operations	City Project number: N/A
Consultant: Demarche Consulting Group	Contract Number: C2016-193

The City of Sammamish desires to amend the agreement with Demarche Consulting Group for the Temporary Director of Maintenance and Operations. All provisions in the basic agreement remain in effect except as modified by this agreement.

1. **The contract amount shall change from not-to-exceed $225,000 to not-to-exceed $373,600.**

2. **The contract end date shall change from March 31, 2018 to December 31, 2018.**
   Please note that the majority of the work will conclude by June 1, 2018, but as a standard practice contracts typically remain open through the end of the calendar year.

3. **The "Contract Calendar and Work Phases" section of the scope of work shall change to the following:**

   Phase 1 - Teaching and Direction
   45 hours per week (10 months: March 1 – December 29, 2017)
   The Temporary Director will take the leadership role of the maintenance part of the operation, implement the interim structural changes, begin the relaunch process of Cityworks, and begin the leadership development process. This phase will also include organization of the change process to include stakeholders.

   Key deliverables include:
   1. Assume the leadership role, assess operation, and make needed day-to-day changes for efficiency and effectiveness, to meet industry standards.
   2. Schedule and complete strategic and long-term planning workshops.
   3. Prepare for and implement the interim leadership structure for M&O.
   4. Assess long-term needs and create a plan for the leadership structure to meet them.
   5. Complete the evaluation of all major work processes and begin the documentation process.
   6. Schedule and complete relaunch of Cityworks program.

7. Schedule and complete leadership workshops.
8. Begin contract process assessment.

Phase 2 - Coaching and Transition
30 hours per week (2 months: January 1, 2018 – March 2, 2018)

The Temporary Director will begin to transition to the new supervisory structure, under each of the respective Departments. The leaders will begin to establish new roles in the operation. The Temporary Director will guide the process and move into a coaching role.

Key deliverables include:

1. Draft and vetting process for:
   i. The Strategic Plan
   ii. The long-term leadership structure
   iii. Written major processes
   iv. The long-term fleet management program
   v. The facility assessment
   vi. Compensation and position evaluation
   vii. An updated contract process to included updated requirements
2. Complete facility needs assessment.
3. Complete a full assessment of the current equipment and create a long-term fleet management program. This includes a purchasing, maintenance, and replacement strategy.

Phase 3 - Support and Confidence-Building
16 hours per week (3 months: March 5, 2018 – June 1, 2018)

The Temporary Director will cease having an active role in the day-to-day activities. The role will change to that of supporting the new leadership structure in problem-solving and sustainable work activities. The Temporary Director will also put the finishing touches on the strategic plan and make the final presentations of results and reports as needed.

Key deliverables include:

1. Provide the final vetted document for:
   i. Strategic Plan
   ii. The long-term leadership structure
   iii. The written major processes
   iv. The long-term fleet management program
   v. The facility assessment
   vi. Compensation and position evaluation
2. Provide presentations on each as needed (e.g., Steering committee, Senior Management, and City Council).
3. Final assessment and coaching of M&O leadership.

Phase 4 - Resource and follow-up as needed, and facilitation of the M&O 2018 work planning retreat (would be included in Phase 3)

Key deliverables include:

1. Prepare for and facilitate the 2018 M&O retreat. (Task 1)

Exhibit 1

2. Provide support for M&O leaders and senior staff as requested. (Task 1,3,8)

4. The "Estimated Project Cost" section of the scope of work shall change to the following:

Task description	Rate per hour	Estimated Hours	Estimated Cost
Phase 1 – Leadership Coaching	110	2,985 *	$328,350*
Phase 2 – Leadership Transition	110	240	$26,400
Phase 3 – Transition and Support	100	175	$17,500
Phase 4 – Retreat and close out	90	15	$1,350
Totals		**3,415**	**$373,600**

*Includes time/money already invoiced, as per initial Phase 2 contract

4. The "Other Relevant Information" section of the scope of work shall change to the following:

The Temporary Director will not be available on following dates:

1	May 22, 2017 – June 9, 2017
2	July 31 - August 4, 2017
3	November 1 – November 6, 2017
4	November 20 – November 24, 2017
5	December 21, 2017 – January 8, 2017

*City Holidays will not be billed unless work assigned by City Manager's Office

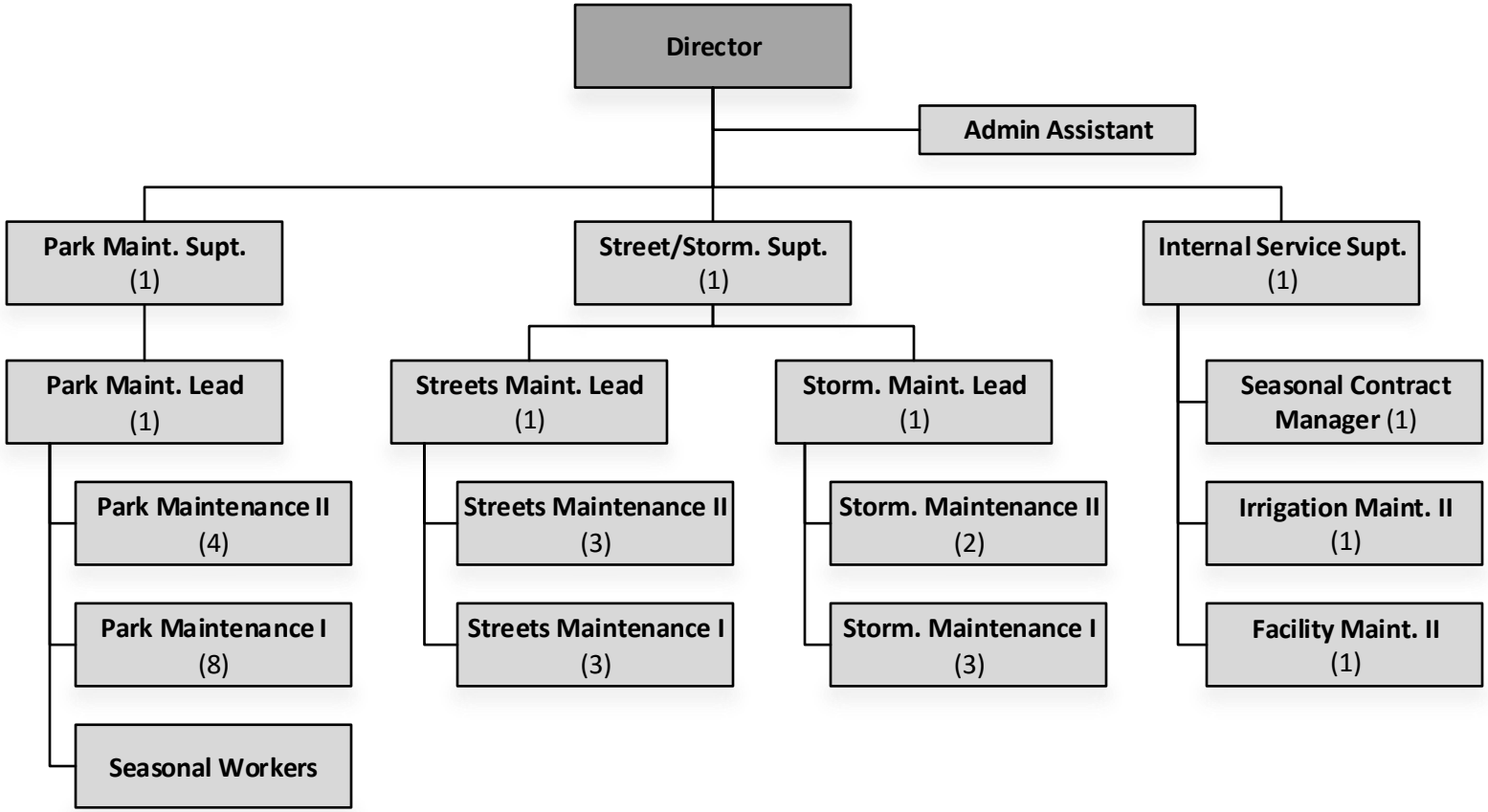
Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
$225,000	**$225,000**	**$148,600**	**$373,600**

_____ _____ Demarche Consulting Group Date	Approved: _____ _____ City of Sammamish Date

Exhibit 1

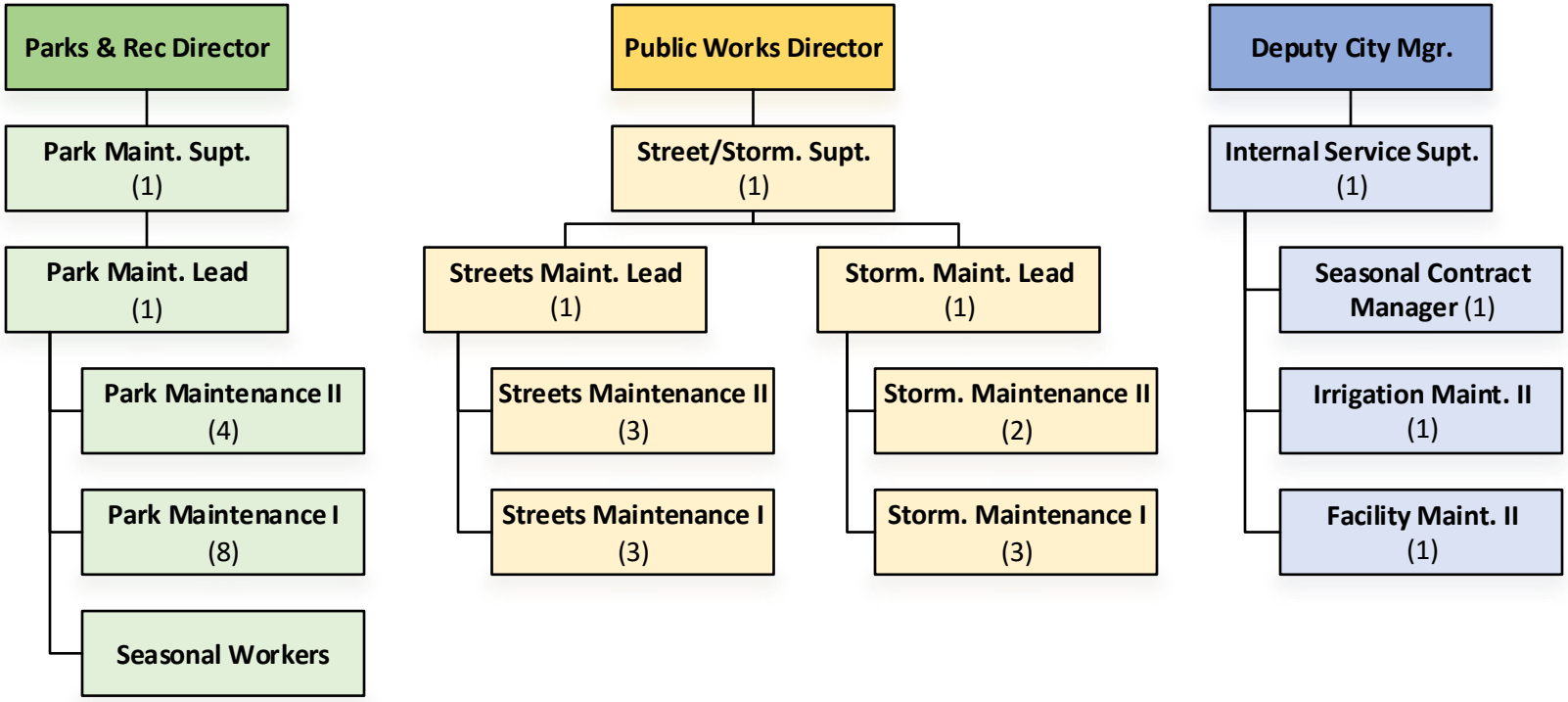
Exhibit 2

Current Maintenance & Operations Org Chart



Future Maintenance & Operations Org Chart

Exhibit 2



City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: May 10, 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: SE 4th St Design Contract Amendment

Action Required: Amend the consulting contract with Perteet, Inc. to perform additional design tasks associated with the SE 4th Street Improvement Project.

Exhibits: Exhibit 1 – Amendment 5, Supplement Agreement & Scope of Services

Budget: The 2017-18 budget for this project is $16,029,508, which includes anticipated carryforward amounts from the 2015-16 budget. Details provided in the "Financial Impact Section" below.

Summary Statement:
The Public Works Department is recommending that City Council authorize the City Manager to amend the contract with Perteet, Inc. to perform additional design tasks associated with the SE 4th Street Improvement Project as described in Contract Amendment No. 5 (Exhibit 1.)

Background:
The SE 4th Street Improvement Project will develop SE 4th Street into a multi-modal corridor to meet concurrency requirements and provide increased opportunity for access and development within the core mixed-use area of the Town Center.

In October 2015, Perteet Inc. was hired to prepare plans and specifications, and acquire right-of-way for the SE 4th Street Improvement Project, in anticipation of construction beginning in 2016. With Council and Transportation Committee guidance, the design schedule was extended to accommodate additional project analysis and community outreach, which occurred from February 2016 to October 2016. This extended process resulted in a proposed road concept consisting of multiple roundabout intersections and a center turn lane with intermittent planted median islands.

The project scope has been increased to address additional design work described in Exhibit 1. The increased complexities of design and need for detailed construction information has increased the amount of construction plan sheets required for this project by over 50%. Some of the specific contract amendments are further described below:

- **Coordination and final design efforts for undergrounding overhead utilities**

The original scope included utility planning and coordination and did not include design work. This contract amendment includes the design and plans for an underground utility system.

- **Environmental analysis and coordination with outside resource agencies**
  The added scope of work is a result of additional stream analysis needed to address Tribe and Washington Department of Fish and Wildlife concerns.

- **Hydraulic analysis and design for distributed stormwater system**
  The stormwater treatment design is significantly more complex than what was originally assumed due to highly impervious soils and limited available space for a stormwater detention system.

- **Mitigation to minimize existing and future stormwater impacts on Balmoral subdivision pond**
  A portion of the SE 4th Street project stormwater discharges through the Balmoral subdivision. The stormwater system is being extended through the Balmoral subdivision to mitigate for stormwater impacts.

- **Design plans for side street impacts, Town Center development coordination, retaining walls to reduce impacts, and construction staging.**
  The number of design plans needed has increased significantly to address additional side-street impacts, coordination with ongoing Town Center development, increased complexities of coordinating utility construction, due to the amount of utilities being installed, in combination with the distributed stormwater system, all while needed to keep the roadway open, and minimize environmental impacts.

- **Design refinement for two additional roundabouts**
  Requires additional design work to provide grading details required for construction.

- **Signal modifications at SE 4th Street and 228th Avenue SE**
  The addition of the right turn auxiliary lane, added during the additional project analysis, impacts the traffic signal configuration, requiring additional design.

Financial Impact:
The 2017-18 project budget for the SE 4th Street Improvement Project is $16,029,508, which includes the 2015-16 anticipated carryforward amounts. The contract amendment with Perteet, Inc. is in the amount of $176,753, bringing the total contract amount to $1,493,486. The contract amendment is within the 2017-18 budgeted amount for this project.

Project Funding:	
2017-18 Transportation CIP	$10,112,768
2017-18 Surface Water CIP	$ 408,740
2015-16 Transportation CIP (anticipated carryforward)	$ 5,100,000
2015-16 Surface Water CIP (anticipated carryforward)	$ 408,000
Total Project Funds:	**$16,029,508**

Remaining Project Costs:	
Anticipated Remaining Project Costs	$15,110,000
Perteet Contract Amendment #5	$ 176,753
Total Estimated Remaining Project Costs:	**$15,286,753**

Recommended Motion:
Authorize the City Manager to execute a contract amendment with Perteet, Inc. in the amount of $176,753, for a total contract amount of $1,493,486.

Exhibit 1

SUPPLEMENTAL AGREEMENT

Amendment Number: 5	Date: May 17, 2017
Project: SE 4th St Improvements	City Project number: N/A
Consultant: Perteet Inc.	Contract Number: C2015-181

The City of Sammamish desires to amend the agreement with Perteet Inc. for the SE 4th St Improvements. 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:

- Coordination and final design efforts for undergrounding overhead utilities
- Environmental analysis and coordination with outside resource agencies
- Hydraulic analysis and design for distributed stormwater system
- Mitigation to minimize existing and future stormwater impacts on Balmoral subdivision pond
- Design plans for side street impacts, Town Center development coordination, retaining walls to reduce impacts, and construction staging.
- Design refinement for two additional roundabouts
- Signal modifications at SE 4th Street and 228th Avenue SE

Scope: See attached Exhibit A Scope of Services Amendment No. 5 received April 3, 2017.

Fee: See Attached Exhibit A Scope of Services Amendment No. 5 for hourly rates with a sum not to exceed $176,753.00.

Original Contract Amount:	**Current Contract Amount**	**Net Change This Amendment**	**Estimated Contract Total After Change**
$1,198,382.00	**$1,316,733.00**	**$176,753.00**	**$1,493,486**

Perteet, Inc. _____ Date	Approved: City of Sammamish _____ Date

Exhibit "A"
Scope of Services
City of Sammamish
SE 4th Street (218th Avenue SE to 228th Avenue SE)
Amendment No. 5

Following is a summary of contract actions to-date:

Contract Element	Description	Date	Authorized Element Amount	Total Authorized Amount
Original Contract		10/7/15	$ 1,098,382	$ 1,098,382
MRF #1 Amendment #1	Additional contract duration, Council concepts, Open House, SE 4th/228th intersection.	6/14/16	$ 37,741	$ 1,136,123
MRF #2 Amendment #2	10 Appraisals & Review Appraisals	12/1/16	$ 44,500	$ 1,180,623
Amendment #3	Additional design effort, wetland analysis, SWPPP	12/1/16	$ 114,819	$ 1,295,442
Amendment #4	Additional appraisals, irrigation design, and Additional Environmental SEPA Response	2/2/17	$ 21,291	$ 1,316,733
Amendment #5	Utility Undergrounding coordination and design, additional environmental documentation, additional stormwater design, additional grading and design detail, construction staging	5/9/17	$ 176,753	$ 1,493,486

The City of Sammamish desires to amend the agreement with Perteet, Inc. for the SE 4th Street (218th Avenue SE to 228th Avenue SE) Improvement Project. All provisions in the basic agreement remain in effect except as expressly modified by this amendment. Additional elements added to the contract include:

- Coordination and final design efforts for undergrounding overhead utilities
- Environmental analysis and coordination with outside resource agencies
- Hydraulic analysis and design for distributed stormwater system
- Mitigation to minimize existing and future stormwater impacts on Balmoral subdivision pond
- Design plans for side street impacts, Town Center development coordination, retaining walls to reduce impacts, and construction staging.
- Design refinement for two additional roundabouts
- Signal modifications at SE 4th Street and 228th Avenue SE

The changes to the original Scope of Services agreement are identified below. At the end of this scope is a summary of the related budget changes.

Task 2 – Utility Coordination / Planning

This element of the work includes additional efforts to design and coordinate the undergrounding of existing overhead utilities with utility stakeholders, Puget Sound Energy, Comcast, and CenturyLink.

2.4 Final Design Utility Analysis and Coordination for Undergrounding

Based on the project's 60% design, the CONSULTANT will prepare a preferred utility joint utility trench (JUT) and vault location plan on roll plots at 1"=20' scale for the undergrounding of the franchise utilities in the corridor. These will be submitted to utility the franchise utilities for their review and comment. Up to one (1) refinement of this plan will be made based on comments from the franchise utilities to incorporate into the project's construction documents.

Deliverables:

- Concept layouts on a roll plot at 1"=20' scale (an initial preferred, and up to one refinement) distributed in PDF format to the franchise utilities via e-mail.

Task 4 – Environmental Documentation and Permits

4.9 Additional Coordination to Address Stream Typing

Additional information was requested by WDFW in a site meeting on February 28th to address the stream typing near 218th Place. Incorporate WDFW letter regarding the site visit and observations made by WDFW into the prior produced February 14 Technical Memorandum. The memorandum will be modified to characterize the stream typing per WAC 222-16 with provided, available, and observable information. Findings summarized in the revised memo will be also be cited in a revised Critical Areas Report and revised Biological Evaluation No-Effect Letter for City use and SEPA finalization and tribe response coordination. No other revisions or submittals are assumed at this time. This information will be also be provided electronically to the Corps for 404 review and supplemental coordination time (as budgeted/limited herein) is assumed to facilitate Corps review.

Deliverables:

- Revised Stream Typing Memorandum, updated Critical Areas Report, and revised Biological Evaluation No-Effect Letter. Draft and Final provided to City (one minor edit assumed from City review). Provide to City via email or electronic transfer PDF.

4.10 HPA Submittal and Coordination

Because of comments received from the Muckleshoot Tribe regarding the water course just west of 218th Place SE, Perteet will evaluate and prepare modifications to the

project JARPA based on the work described in Task 4.9, and will electronically submit the JARPA and plans illustrating instream work to WDFW for a Hydraulic Permit Approval (HPA). City will obtain (if possible) the TIR report for the plat north of SE 4th that installed the existing culvert that is proposed to be modified; the TIR (or information therein) will be used to show the culvert is sized to Q100 flow. One stream impact area is assumed pursuant to existing design drawings. HPA Permit fees will be paid by City. Up to six weeks of follow-up with WDFW will be provided (assumed to include weekly email correspondence by Perteet with CC to City). We assume for the purpose of this scope that the HPA will not be appealed and supplemental review information will not be required.

Deliverables:

- HPA submittal (via email) along with WDFW correspondence via email.

Task 8 – Hydraulics Analysis

The results of this work will be summarized in a Technical Information Report (TIR) conforming to City standards (based on 2009 King County Surface Water Manual and Sammamish Municipal Code 21B.85). Coordination and concurrence with City staff on Task 8.1 will be completed prior to performing Tasks 8.2 through 8.5. The CITY will provide available relevant studies in the area that the Consultant will review. This may include data from the Town Center plan and developments in the area.

8.4 Additional Water Quality Treatment, Flow Control and Conveyance

Project stormwater detention and water quality facilities must fit within the available right-of-way of SE 4th Street, and be coordinated with the undergrounding of overhead utilities. Additional property acquisition for stormwater facilities beyond the footprint necessary for the roadway improvements on SE 4th Street is not feasible. Also, soil conditions in the corridor will not accommodate infiltration. Rather than one or two detention and water quality facilities typical for each drainage basin, design a tiered set of facilities that are hydraulically linked to address project detention needs. Up to twelve (12) additional facilities will be included in this effort.

Deliverables:

- Analysis for the tiered stormwater detention system will be included in the project's final Technical Information Report

8.5 Updated Technical Information Report (TIR)

Prepare an updated Technical Information Report (TIR) following the requirements of the 2016 King County Surface Water Manual (KCSWM) covering the results of the project's final drainage analysis and design (the original scope based the TIR on the 2009 KCSWM). There are significant differences between the 60% and final designs in order to accommodate the undergrounding of overhead utilities. Refine drainage basin

maps for the project, including a breakdown of the Threshold Discharge Areas (TDAs) and respective discharge locations to reflect three (3) basin discharge points, rather than the two (2) originally assumed. The maps will identify the street drainage area limits and their relation to the City's established basins, contributing off-site drainage areas, direction of flow, existing conveyance and drainage facilities, and ground cover. The drainage maps showing contributing land located up-gradient (upstream) of the project will be based upon aerial orthographic photography provided by the City. The final TIR will include final plans developed from the project's final engineering phase to document proposed stormwater facilities. The report will follow the King County TIR format.

Deliverables:

- Two (2) copies of the final TIR in hard copy form, delivered by US Mail (submitted with final design submittal). Also, the final TIR will be submitted on DVD in PDF format.

8.7a Balmoral Subdivision Drainage Analysis

Further refine the drainage basin map for the basin draining into the Balmoral subdivision pond to identify the contributing area to the pond. The drainage map for the Balmoral pond area will show contributing land located up-gradient (upstream) of the project will be based upon aerial orthographic photography provided by the City. This scope does not include conducting a detailed field survey of land-use, impervious areas, or land cover of the drainage basins. Conduct a downstream analysis consistent with the requirements of the KCSWDM for the Balmoral pond discharge location. This will be a visual inspection of the downstream routes for one quarter mile downstream of project discharge locations. A written assessment of the condition of the channel will be prepared in accordance with a Level 3 downstream analysis. This level 3 downstream analysis will include a backwater analysis of the existing conveyance system for the 25 year and 100 year design storms for both the existing and proposed conditions.

This subtask will also include a field survey of the centerline of the potential conveyance pipe route from the 60% plan outfall on 222nd Avenue down to the outfall of the Balmoral Pond. Included in the field survey will be capturing the invert elevations of the pipes within the Balmoral pond.

Because additional area which currently may or may not drain to the Balmoral Pond will be routed through the pond in the proposed condition, a continuous model analysis of the pond in the existing and proposed conditions will be performed to determine if the pond will perform at least as well in the proposed condition as it does in the existing condition. It is assumed that the pond will continue to function as it does in the existing condition. If it does not function adequately, design of a system that routes the SE 4th Street runoff around the pond will be done.

Deliverables:

- Include documentation of level 3 downstream analysis in project's final TIR.

- Update project basemapping to include survey data collected for the Balmoral pond area.
- Technical memorandum in PDF format submitted via e-mail documenting continuous model analysis of the Balmoral pond in the existing and proposed conditions.

8.7b Balmoral Subdivision Routing

Storm system deficiencies have been reported to the City by Balmoral residents. Perteet will coordinate with the City to address these deficiencies with the SE 4th St Project. Also, if a Level 3 analysis shows that the Balmoral Pond cannot function adequately in the future with additional storm water runoff from the SE 4th St Project, a separate conveyance pipe from the SE 4th Street detention system will be designed and installed to route the SE 4th Street runoff past the Balmoral Pond without entering it. The design will add up to four (4) sheets to the construction document set for SE 4th Street. These sheets will include three (3) sheets of plan and profiles for the stormwater conveyance system, and one (1) sheet of details for the interception and setting of a new manhole on the existing Balmoral Pond outfall. Plans will be prepared at 1”=20’ scale when plotted on full-size 22”x34” sheets.

Deliverables:

- Four (4) additional plan sheets for stormwater conveyance system around Balmoral Pond (if required). Incorporate into the project’s Final Construction Document set.

Task 10 – Final Plans, Specifications and Estimate (60%, 90%, and FINAL)

10.3a Survey Control and Alignment Sheet

Add an additional survey control and alignment sheet (1 sheet) to the project plan set to capture additional control in the corridor for work through the Balmoral subdivision and on 225th next to Sammamish Village

10.4a Typical Roadway Sections

Add five (5) additional typical roadway section sheets to the project plan sheet to account for the varying conditions for the corridor. Included in these will be typical sections for the project’s roundabouts.

10.6a Paving and Grading Plans, Profiles and Miscellaneous Details

Add nine (9) additional project plan sheets to cover additional side road work on intersecting roadways of 218th Avenue SE, 222nd Place SE, 224th Avenue SE, and

225th Avenue SE. The design for the additional side road work north of SE 4th Street on 225th Avenue SE will be modified up to two (2) times to respond to changes on the Sky Apartments site.

10.7a Roundabout Plans and Miscellaneous Details

Add five (5) plan sheets to cover two additional roundabouts in the corridor.

10.8a Drainage Plans/Profiles and Miscellaneous Details

Add twenty-six (26) additional project plan sheets for the distributed detention and water quality system necessary to keep drainage facilities within the SE 4th Street right-of-way.

10.10a Channelization and Signing Plans and Miscellaneous Details

Add four (4) additional project plan sheets for miscellaneous details to address elements such as walls, handrails and other items.

10.13a Construction Staging Plans

Add ten (10) additional project plan sheets to provide guidance to the Contractor to address the additional complexity of maintaining existing facilities within the right-of-way while constructing the new underground facilities and roadway.

10.15a Specifications

Add Contract Provisions ("Specifications") for the signal elements of the project at the intersection of SE 4th Street and 228th Avenue SE, along with additional descriptions for traffic control and utility coordination based on English units for the 90% and final submittals. Instead of the originally scoped 2014 WSDOT/APWA Standard Specifications, use the 2016 WSDOT/ APWA Standard Specifications as a basis for the Contract Provisions.

10.16 Signal Plan, Details, and Wiring Diagram

Prepare a signal plan and supporting details and wiring diagram (total of five (5) sheets) to reconstruct the signal elements at the southwest corner of the intersection of SE 4th Street and 228th Avenue SE.

Deliverables:

- Updated Plans and Specifications for 90% and Final submittals.

Consultant Fee Determination Summary – Perteet, Inc

Project: Sammamish SE 4th St - 218th to 228th - Supplement No. 5
Client: City of Sammamish

Hourly Costs Plus Fixed Fee Estimate			
Classification	**Hours**	**Rate**	**Amount**
Principal	8.00	72.12	$577
Principal	11.00	79.52	$875
Sr. Associate	10.00	54.86	$549
Sr. Associate	32.00	62.06	$1,986
Lead Engineer / Mgr	10.00	43.27	$433
Engineer III	124.00	37.68	$4,672
Engineer III	282.00	37.70	$10,631
Engineer II	314.00	30.00	$9,420
Engineer II	292.00	32.03	$9,353
Lead Technician/Designer	308.00	34.67	$10,678
Planner II	12.00	35.88	$431
Lead Ecol/Mgr	94.00	45.00	$4,230
Professional Land Survey II	14.00	40.80	$571
Professional Land Survey I	12.00	32.03	$384
Office Technician	8.00	32.60	$261
Survey Manager	1.00	46.28	$46
Clerical	4.00	19.33	$77
Total Direct Salary Costs	**1,536.00**		**$55,175**
Overhead @		183.13%	$101,042
Fixed Fee @		32.00%	$17,656
Total Labor Costs			**$173,873**

Reimbursables			
In-House Costs	**Qty**	**Rate**	**Amount**
CADD/Computer	264	$10.000	$2,640.00
GIS	16	$15.000	$240.00
Total In-House Costs			**$2,880.00**

CONTRACT TOTAL	**$176,753.00**

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Peter G De Boldt _____ Date: May 10, 2017 _____

STUDY SESSION NOTES

Study Session

May 1, 2017

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

Topics

- **Discussion: Sign Code Update**

  David Pyle, Deputy Director of Community Development and David Goodman, Management Analyst, gave a staff update and showed a presentation. *(available on the City website at www.sammamish.us)*

- **Discussion: Regional Stormwater**

  Tawni Dalziel, Senior Stormwater Program Manager and Kellye Hilde, Community Development Planning Manager gave a staff update and showed a presentation. *(available on the City website at www.sammamish.us)*

- **Discussion (Forterra): Getting Growth Right, Public Opinion Research**

  Jeff Thomas, Director of Community Development and Nick Bratton, Policy Director with Forterra, led a discussion on Getting Growth Right

Adjournment 6:02 pm

COUNCIL MINUTES

Regular Meeting
May 2, 2017

Mayor Don Gerend called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present:
Mayor Don Gerend
Deputy Mayor Bob Keller
Councilmember Tom Hornish
Councilmember Christie Malchow
Councilmember Tom Odell
Councilmember Ramiro Valderrama

Excused: Councilmember Kathy Huckabay

Staff present:
Lyman Howard, City Manager
Jessi Bon, Deputy City Manager
David Pyle, Community Development Deputy Director
Kellye Hilde, Planning Manager
David Goodman, Management Analyst
Mike Sugg, Management Analyst
Kyle Endelman, Deputy Parks & Recreation Director
Steve Leniszewski, Public Works Director
Cheryl Paston, Public Works Deputy Director
Andrew Zagars, City Engineer
Mike Kenyon, City Attorney
Lita Hachey, Deputy City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Odell led the pledge.

Approval of Agenda

MOTION: Councilmember Valderrama moved to approve the agenda as amended. Councilmember Hornish seconded. Motion carried unanimously 6-0.

Councilmember Malchow asked to remove Item # 3 - Contract: Louis Thompson Hill Landslide Area

Design Consultant/David Evans & Associates to be placed under Unfinished Business.
Councilmember Odell asked to remove Item # 7 - Contract Amendments: Fire Services/Eastside Fire & Rescue to be placed Unfinished Business.

Presentations/Proclamations - None

Student Liaison Report

Tyler Zangaglia, Eastlake High School, gave an update the Wolf Strong Week. He stated that students are thankful for the opening of the Chipotle restaurant in Sammamish.

Public Comment

Michael Schneider, 22130 NE 13 Pl, Imagine Housing board member, spoke regarding the Affordable Housing Week proclamation.

Amanda Harpell-Franz, 16725 Cleveland St, Redmond, representing Hopelink, spoke regarding the Affordable Housing Week proclamation.

KC Thompson, 19818 SE 19 St, Loree Estates HOA Board member, spoke regarding the preservation of the land with regards to the proposed Park Plat development of 30 homes and 5,000 square foot lots and showed a presentation *(available upon request to the City Clerk, manderson@sammamish.us)*

Denis Malone, 19512 SE 21 St, also spoke regarding the proposed Park Plat development. Stated that the notice of community meeting, send by the developer, was received only 17 days before and it is required to give notice at least 21 days in advance.

Mayor Gerend directed the City Manager to look into the code requirements for developer notification of meeting dates.
Councilmember Hornish requested an update on the Pilot Program and if there are still available spots.

George Toskey, 2727 East Lake Sammamish Pkwy NE, President of Sammamish Homewners Group (SHO), commented on the processing of the SSDP-Eastlake Sammamish Trail permit for segment 2B. SHO would like to thank Lyman Howard for recommending, and the Council for terminating, the interlocal agreement with King County for the permit processing of the Trail. SHO also thanked Lindsay Ozbolt for all the work she did scanning and posting all the Trail public comments.

Al Joens, 3221 239 Ave SE, spoke in favor of the Public Works response to an erosion situation that adjoined his property. He called Public Works on a Friday and had a response first thing Monday morning and the work was completed in less than 10 days from report. He would like to thank all those involved.

Jeffrey Weems, 941 206 Place NE, spoke regarding the Inglewood Stormwater Ordinance and the restrictions it placed on his property. He thanked Tawni Dalziel, Steve Leniszewski and Cheryl Paston for their efforts and for making this an official work item. Talked about the studies and the new low impact development (LID) requirements in the stormwater code and how it can benefit the homeowners.

Gary Tobiason, 1100 206 Ave NE, also thanked Council and staff for the improvements in the Inglewood Hill neighborhood.

Loreen LaPenna, 905 206 Pl NE, also thanked Council and staff for their effort along Inglewood Hill Stormwater Improvements.

Consent Agenda

Payroll for period ending April 15, 2017 for pay date April 20, 2017 in the amount of $ 361,379.53
Approval: Claims For Period Ending May 2, 2017 In The Amount Of $985,327.10 For Check No. 47103 Through 47208
Proclamation: Affordable Housing Week
~~**Contract**: Louis Thompson Hill Landslide Area Design Consultant/David Evans & Assoc.~~
Contract: Environmental Consulting Services for Park & Recreation /Watershed Co.
Bid Award: 2017 Sidewalk Repair & ADA Ramp Retrofit/RRJ Company
Bid Award: Guardrail Repair Projects/Petersen Brothers
~~**Contract Amendments:** Fire Services/Eastside Fire & Rescue~~
Approval: Notes for the April 3, 2017 Study Session
Approval: Minutes for the April 18, 2017 Regular Meeting

MOTION: Councilmember Hornish moved to approve the Consent agenda as amended. Councilmember Odell seconded. Motion carried unanimously 6-0.

Public Hearing

Ordinance: First Reading: Amending Chapters 21A.15, 21A.45, 21B.15, And 21B.45 Of The Sammamish Municipal Code Pertaining To Permanent And Temporary Signs

David Goodman, Management Analyst and David Pyle, Deputy Director of Community Development gave a staff presentation and responded to Council comments and questions. *(available on the City website at www.sammamish.us)*

Shanna Collins, Chair of the Planning Commission, spoke to Council about how the decisions were made by the Planning Commission over the last several months. Items discussed were eliminating signs within a 150-foot radius of intersections and a minimum and maximum height restriction for wall sing size. They discussed subdivision monuments and agreed to one two-side monument per subdivision entrance. They discussed if art should be a part of the sign code and they will to leave this item for a later date. The Planning Commission talked about the

electronic reader boards and again, will leave this for a later date. Community banners should be limited to government speech.

Public hearing opened at 7:44 pm and closed at 7:48 pm.

Jay Regenstreif, Plateau Water District, requested that the district water tank murals be exempt from this code. She would like the language that the district proposed be added.

Jan Bird, 3310 221 Ave SE, commented on the temporary signs and approves of the changes.

City Council will submit any further comments by email to Mr. Pyle and Mr. Goodman, by end of the day Thursday, May 4, 2017.

David Goodman reviewed a PowerPoint presentation with the decision points for the sign code relating to temporary non-commercial signs, community banners and gateway signs. *(presentation available on the City website at www.sammamish.us)*

Unfinished Business

Contract: Louis Thompson Hill Landslide Area Design Consultant/David Evans & Assoc.

Steve Leniszewski, Public Works Director gave a brief overview of the slide area and was available to answer questions.

Councilmember Malchow had a technical question about the berm and described that where it stops there is a very sharp drop off where water continues to flow. She is wondering if there is a plan to fix that so the slide doesn't happen again. Mr. Leniszewski stated that the plan is to collect the stormwater and divert it down the slope so that this doesn't happen again.

MOTION: Councilmember Odell moved to direct the City Manager to award and execute the design contract with David Evans & Associates for the Louis Thompson Hill Landslide Area Design. Councilmember Malchow seconded. Motion carried unanimously 6-0.

Contract Amendments: Fire Services/Eastside Fire & Rescue

Fire Chief Jeff Clark was available to answer questions from Council. Back in March the Eastside Fire and Rescue (EF&R) board did suggest and approve to extend the ILA an additional five years and changing the automatic renewal feature from seven years to ten. There were two question from Council about the right to withdraw after three years and the smoothing effect of the formula being reviewed every 2 years starting in 2022.

MOTION: Councilmember Odell moved to approve the contract amendments, including three resolutions (R2017-733, 734 & 735) for Eastside Fire and Rescue for Fire Services. Deputy Mayor Keller seconded. Motion carried unanimously 6-0.

Councilmember Odell stated that he wanted to Public to hear the reasons why the amendments were being made tonight.

Council recessed at 8:07 pm for five minutes.

New Business

Ordinance: First Reading: Granting To Zayo Group, LLC, A Nonexclusive Franchise To Install, Construct, Maintain, Repair, And Operate A Broadband Telecommunications System Within The Public Rights-Of-Way; Providing For Severability; And Establishing An Effective Date

Andrew Zagars, City Engineer gave an presentation on the details of the franchise agreement and showed a presentation *(available on the City website at www.sammamish.us)*

Joe Morton, Zayo Group, LLC, gave an overview of the Zayo company and showed a presentation. *(available on the City website at www.sammamish.us)*

Council had some questions and comments for Mr. Morton and Mr. Zagars.

Interlocal Agreement: Issaquah School District Joint-Use Agreement

Jessi Bon, Deputy City Manager and Mike Sugg, Management Analyst gave a staff presentation on the interlocal agreement *(available on the City website at www.sammamish.us)*

MOTION: Deputy Mayor Keller moved to authorize the City Manager to execute the revised Interlocal Agreement (Exhibit 1) with the Issaquah School District. Councilmember Hornish seconded. Motion carried unanimously 6-0.

Councilmember Valderrama would like some parameters set up for the community hours scheduling and that the staff continues to maintain the scheduling and maintenance of the fields.
Councilmember Hornish is concerned with allocating only 20% of hours for community use and how will we be guaranteed the continued use of the fields.

Bid Award: Skyline High School Turf Replacement

Jessi Bon, Deputy City Manager gave a staff update and presentation. *(available on the City website at www.sammamish.us)*

Council agree to forgo the presentation.

MOTION: Councilmember Malchow moved to accept the bid from Coast to Coast Turf, Inc. as the lowest responsive and responsible bid for the Skyline Community Field Synthetic Turf Replacement Project and authorize the City Manager to award the Base Bid plus all Alternates and execute a contract with Coast to Coast Turf, Inc. in the amount of $1,060,874.00 + WSST and to administer a $50,000 construction contingency. Further, the Notice-to-Proceed may not be issued until the revised Interlocal Agreement is approved by both parties. Councilmember Valderrama seconded. Motion carried unanimously 6-0.

Department Report: Public Works

Steve Leniszewski, Public Works Director and Cheryl Paston, Public Works Deputy Director gave a Public Works department update and a presentation. *(available on the City website at www.sammamish.us)*

MOTION: Councilmember Valderrama moved to extend the meeting until 10:45 pm. Councilmember Malchow seconded. Motion carried unanimously 6-0.

Council Reports/Committee Reports

Councilmember Odell attended the Round Table on City Finances last week. He attended the Kokanee work group meeting earlier this week. The Kokanee Release Day is on May 11th, with no actual fish released, but there will still an educational session. Eastside Transportation Partnership (ETP) meeting is on May 5th this week.

Councilmember Valderrama commented on the City's role in the East Lake Sammamish Trail (ELST). He attended a Citizen's for Sammamish meeting yesterday. Also attended an Eastside Fire and Rescue (EF&R) meeting on the ILA and the expansion.

Councilmember Hornish attended the City Finance Round-table. He attended the Mosque neighborhood BBQ on Sunday. He has signed up for an Affordable Housing Event luncheon in Bellevue on June 6th.

Deputy Mayor Keller discussed the "Hidden in Plain Sight" program sponsored by the Influence for Choice group and supported by the drug free coalition. This will be on Thursday, May 9th at Inglewood Junior High.

Councilmember Malchow discussed the blocked culvert from the consent agenda (Bill#3-Louis Thompson Hill Road Slide Repair Project) and the damage and cost of repair which could have been prevented if it had been reported. She attended the Citizen's for Sammamish meeting and the Finance Round Table. She was at the ELST meeting and the Mosque Picnic on Sunday.

Mayor Gerend attended the Mosque meeting, Citizen's for Sammamish meeting and the Northend Mayors Luncheon meeting in Woodinville today.

City Manager Report

2016 Impact Fee Report:
City Manager Howard presented the 2016 Impact Fee Report, which was distributed to Council for their review. (report available on the City website at www.sammamish.us)

AWC Voting Members:
The following Councilmembers will be attending the Association of Washington Cities (AWC) Conference in Vancouver WA on June 21st. Mayor Gerend, Deputy Mayor Keller and Councilmember Valderrama will be the voting delegates.

Due to the conflict with Councilmembers attending the AWC Conference and the National League of Cities (NLC), the Tuesday, June 20, 2017 Regular Council meeting to be moved to Tuesday, June 27.

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i) and Potential Land Acquisition pursuant to RCW 42.30.110(1)(b)

City Council retired to an executive session at 10:20 pm and returned at 10:40 pm with the following action.

Lyman Howard extended the executive session by 10 minutes at 10:36 pm.

MOTION: Councilmember Odell moved to direct the City Manager to purchase portions of real property on parcels numbered 124070-0093 in the amount of $25,800 plus associated closing costs and 332506TRACT in the amount of $51,770 plus associated closing costs, for the purpose of the SE 4th St Project road right-of-way. Councilmember Malchow seconded. Motion carried unanimously 6-0.

Meeting adjourned at 10:42 pm

_____ _____

Lita Hachey, Deputy City Clerk Donald J. Gerend, Mayor

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: 5/10/2017

Originating Department: Public Works

Clearances:

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

Subject: Public hearing to accept testimony on the potential vacation of a portion of 215th Avenue NE

Action Required: Open the public hearing and accept public testimony regarding this right-of-way vacation proposal. Following testimony, close the public hearing.

Exhibits:

1. Proposed Ordinance
2. Maps Showing Proposed Vacation Location
3. Site Plan

Budget: Not Applicable

Summary Statement:

On April 18, 2017, the City Council adopted Resolution R2017-732, beginning the process to consider vacation of the portion of 215th Avenue NE (as described by King County Survey NW -33-25-6) that runs across the property, as shown on the attached map. The right of way was originally set aside for a roundabout, but the final configuration of 215th Ave NE will be a through road and the right of way is no longer needed. The Sammamish Police Department and Eastside Fire & Rescue have reviewed the right of way vacation proposal and indicated no concerns. The power, telephone and cable utilities have also been notified of this right-of-way vacation proposal and have indicated no concerns. Based on all of these factors, the City staff recommends approval of the right-of-way vacation proposal.

Background:

The vacation of the right of way was a condition of the approval for the Morningside development. Appendix I of the 2016 Public Works Standards states as follows:

> *"If the petition has been signed by two-thirds of the adjacent property owners, the petition shall be forwarded to the City Council which, shall, by resolution, fix a time when the petition will be heard and determined by the City Council, or committees of the Council. The hearing shall be not more than 60 days nor less than 20 days after the date of adoption of the resolution."*

A signed petition was submitted by the developer in compliance with these Standards. As a result, staff recommended that the City Council set a Public Hearing date of May 16, 2017, to receive input and

consider this street vacation request. On April 18, 2017, City Council adopted Resolution R2017-732 to establish the date of the public hearing and begin the vacation process.

Financial Impact:

There is no financial impact to the City.

Recommended Motion:

Open the public hearing on this right-of-way vacation proposal, hear testimony from the public and close the public hearing. Following the public hearing, consider the testimony received and decide whether or not to forward the attached right-of-way vacation ordinance to the City Council meeting on June 6, 2017 for a second reading.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2017-_____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, VACATING A PORTION OF 215th AVENUE NE

WHEREAS, on April 18th, 2017, the Sammamish City Council unanimously adopted Resolution No. R2017-732, initiating vacation of the remaining known portions of 215th Avenue NE within the property located within the Morningside Estates Plat (described hereinafter); and

WHEREAS, on May 16th, 2017, a public hearing was held and public testimony taken regarding vacation of said unopened street right of way; and

WHEREAS, the Council finds there are sufficient grounds for the vacation of said portions of City right-of-way, that said portions of City right-of-way are not needed for any public purpose, and that vacation thereof would be in the public interest;

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

Section 1. Street Vacation. The following described portions of City right-of-way are hereby vacated:

ALL THAT PORTION OF 215TH AVENUE NE AS DEDICATED BY STATNRON WOOD DIV. NO. 2, RECORDED IN BOLUME 92 OF PLATS, PAGE 86, UDER RECORDING NUMBER 6688446, RECORDS OF KING COUNTY, WASHINGTON, LYING EAST 27.00 FET AS MEASURED AT RIGHT ANGLES FROM THE CENTERLAIN OF SAID 215TH AVENUE NE AND THE NORTHERLY PROLOGATION THEREOF;

TOGETHER WITH THAT PEROTION OF SAID 215TH AVENUE NE LYING WEST OF THE WEST 27.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID 215TH AVENUE NE AND THE NORTHERLY PROLONGATION THEREOF;

PARCEL NO. 796441-0040 AND ALSO THOSE PROPERTIES LOCATED AT 15 (PARCEL NO. 796441-0070) AND 20 (PARCEL NO. 796441-0060) AND 14 (PARCEL NO. 796441-0050) 215TH AVENUE NE AND AT 21418 (PARCEL NO. 796441-0080) EAST MAIN DRIVE;

ALL AS DEPICTED ON THE ATTACHED DRAWING LABELED ATTACHEMENTS B.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE_____ DAY OF JUNE 2017.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

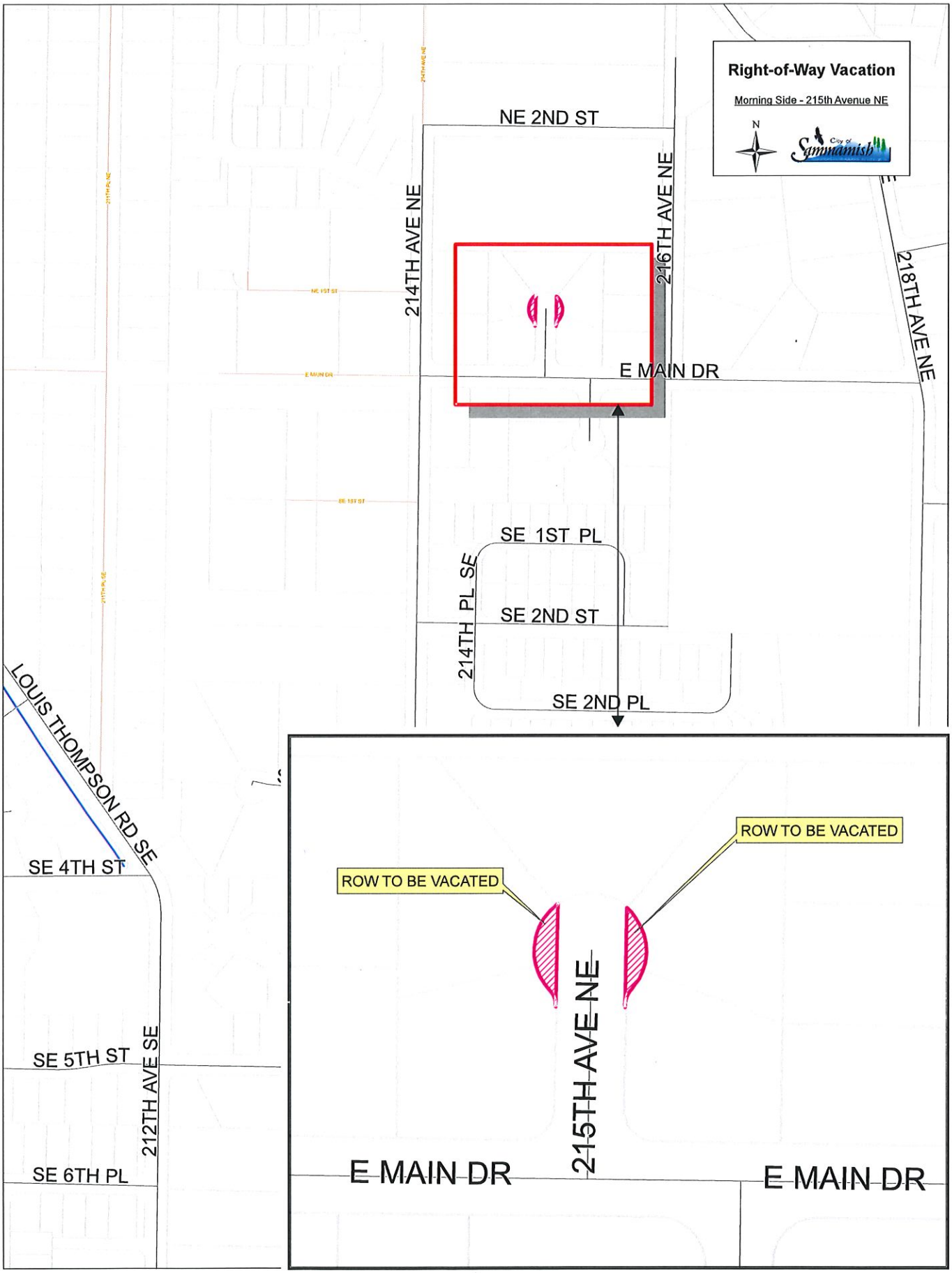
_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk:	May 11, 2017
Public Hearing:	May 16, 2017
First Reading:	May 16, 2017
Passed by the City Council:	
Publication Date:	
Effective Date:	

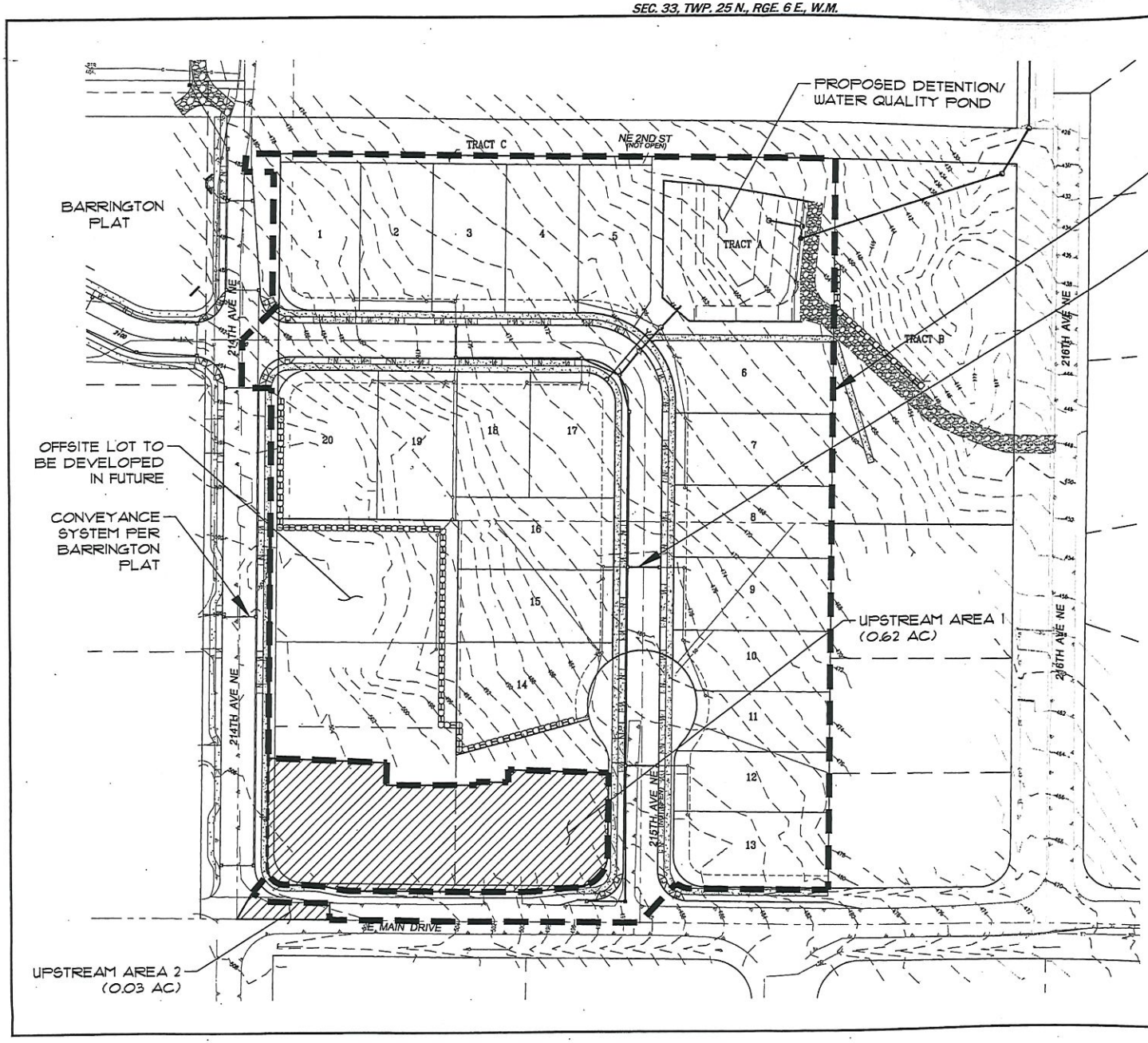
Exhibit 2



JI: 2017.04.10

Exhibit 2

SEC. 33, TWP. 25 N., RGE. 6 E., W.M.



SCALE: 1" = 80'

0 40 80 160

IF PRINTED ON 11x17

LEGEND

UPSTREAM AREA

NO.	REVISION	DATE

CORE DESIGN
14711 NE 29th Place Suite 101
Bellevue, Washington 98007
425.883.3677 Fax 425.883.3783
ENGINEERING · PLANNING · SURVEYING

DEVELOPED CONDITIONS
MORNINGSIDE ESTATES

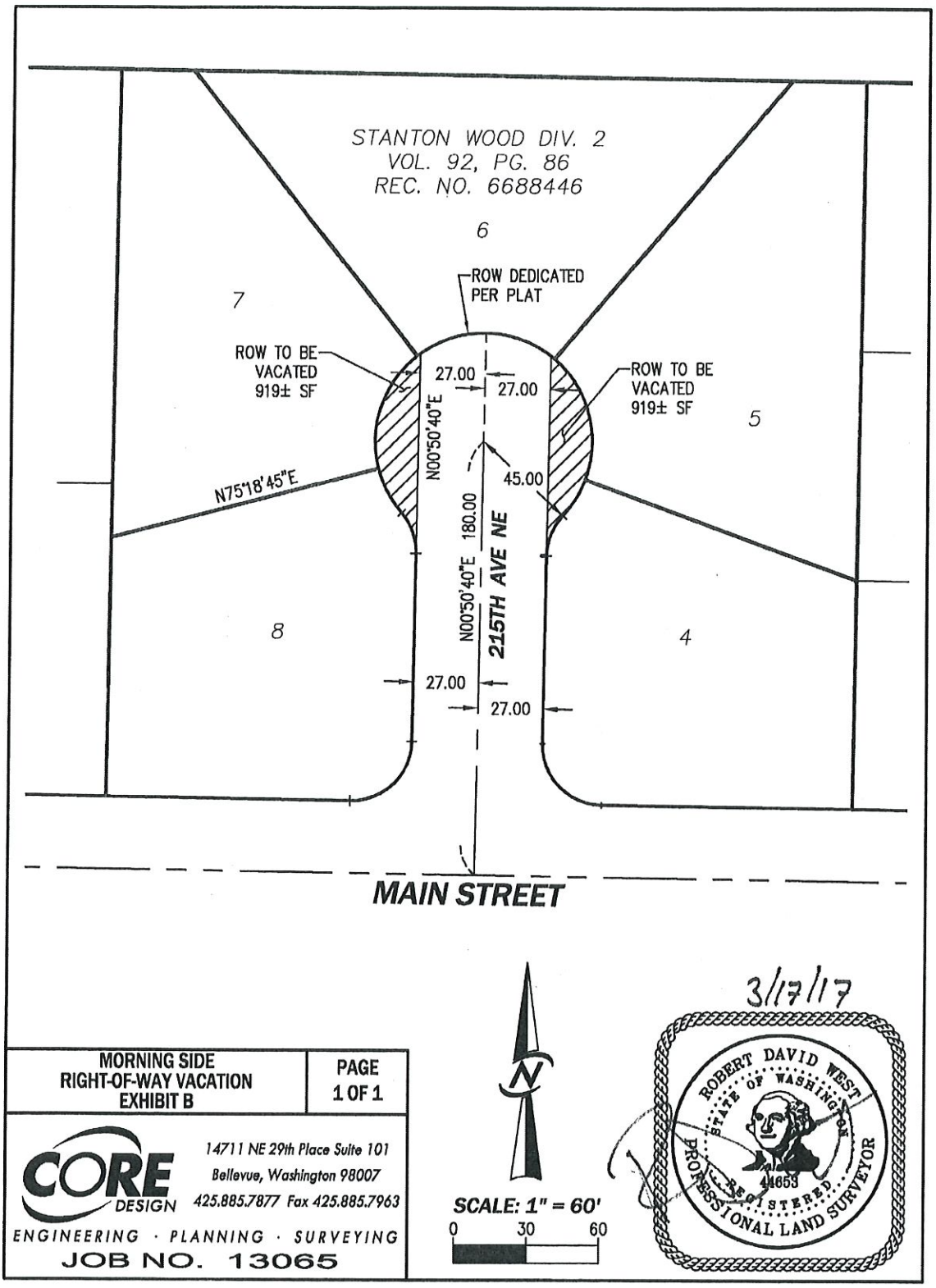
BARRINGTON HOMES, LLC.
14410 BEL-RED ROAD
BELLEVUE, WA 98007

DATE SEPTEMBER 2015
DESIGNED HALU H. HEAHAN
DRAWN DAVID S. VAUGHN
APPROVED JAMES A. OLSON, P.E.
LAFE HERWINSKI
PROJECT MANAGER

SHEET 1 OF 1

PROJECT NUMBER 13065

Exhibit 2


STANTON WOOD DIV. 2
VOL. 92, PG. 86
REC. NO. 6688446
6
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4
ROW DEDICATED
PER PLAT
ROW TO BE
VACATED
919± SF
ROW TO BE
VACATED
919± SF
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N00°50'40"E
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N75°18'45"E
180.00
N00°50'40"E
215TH AVE NE
27.00
27.00
MAIN STREET
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SCALE: 1" = 60'
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30
60
3/17/17
ROBERT DAVID WEST
STATE OF WASHINGTON
44653
REGISTERED
PROFESSIONAL LAND SURVEYOR
MORNING SIDE
RIGHT-OF-WAY VACATION
EXHIBIT B
PAGE
1 OF 1
CORE DESIGN
14711 NE 29th Place Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING · PLANNING · SURVEYING
JOB NO. 13065

Exhibit 2

CORE DESIGN, INC.
BELLEVUE WA 98007

CORE PROJECT NO: 13065
03-17-2017

EXHIBIT "A"

LEGAL DESCRIPTION – RIGHT-OF-WAY VACATION

ALL THAT PORTION OF 215TH AVENUE NE AS DEDICATED BY STANTON WOOD DIV. NO. 2, RECORDED IN VOLUME 92 OF PLATS, PAGE 86, UNDER RECORDING NUMBER 6688446, RECORDS OF KING COUNTY, WASHINGTON, LYING EAST OF THE EAST 27.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID 215TH AVENUE NE AND THE NORTHERLY PROLOGATION THEREOF;

TOGETHER WITH THAT PORTION OF SAID 215TH AVENUE NE LYING WEST OF THE WEST 27.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID 215TH AVENUE NE AND THE NORTHERLY PROLOGATION THEREOF;

CONTAINS 1,838± SQUARE FEET (0.0422± ACRES)

3/17/17

ROBERT DAVID WEST
STATE OF WASHINGTON
34653
REGISTERED
PROFESSIONAL LAND SURVEYOR

City Council Agenda Bill

Meeting Date: May 16, 2017 Date Submitted: 5/10/2017

Originating Department: Community Development

Clearances:

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

Subject: Public Hearing and Resolution for the Pfaffe Property at 20012 NE 39TH Lane, Sammamish. The property owner, Alexander Pfaffe has requested a portion of his property be reclassified as permanent open space and be included in King County's Public Benefit Rating System (PBRS) program.

Action Required: Conduct a Public Hearing, and forward a recommendation via Resolution to the King County Council Transportation, Economy, and Environment Committee for final decision.

Exhibits:

1. Resolution
2. PBRS Application
3. Site Map
4. King County Staff Report and Recommendation

Budget: N/A

Summary Statement:

A request by Alexander Pfaffe, to enroll approximately 4.91 acres of land in King County's Public Benefit Rating System (PBRS) program as authorized under RCW 84.34 and KCC 20.36. Mr. Pfaffe owns two contiguous parcels one of which is developed with an existing single-family residence at 20012 NE 39TH Lane, Sammamish Washington. The 4,540 square foot residence is situated on a 3.3 acre parcel (APN #2025069108) and features 4 bedrooms and 3.5 bathrooms and was built in 2012. The second parcel (APN#2025069129) is currently vacant and is approximately 3.7 acres in area. Mr. Pfaffe has owned the property since 2007.

Background:

Alexander Pfaffe (applicant) submitted a request for enrollment into King County's Public Benefit Rating System (PBRS) program pursuant to RCW Chapter 84.34 on October 9, 2016 (Exhibit 2). Mr. Pfaffe is seeking to have the remaining undeveloped portion of his property classified as permanent open space. If approved, the property will receive a lower tax assessment than property that is similarly zoned.

The application was forwarded to the Sammamish City Council from King County Council's Transportation, Economy and Environment Committee (King County file no. #E16CT02SM/City file no. PBRS2017-00272). Both granting authorities are required to act on the application before July 1, 2017, in order for the tax reduction to take effect for the 2018 fiscal year. If approved by both granting authorities, an Open Space Taxation Agreement will be produced for the enrolling property later this summer, which must be signed by the Chair of the County Council and all owners then recorded.

The state Open Space Taxation Act, RCW 84.34, provides for assessment practices to reflect current use of property, rather than "highest and best use", as an incentive to property owners to retain large tracts of open space and to provide public access to open space. The Open Space Taxation Act provides for three current use classifications: open space land, farm and agricultural land, and timber land. This open space current use taxation program is implemented in King County through the PBRS program, which provides a point system to rate properties.

If land contains one or more open space resources as defined by the PBRS and is enrolled in the PBRS, then the King County Assessor will assess the land at "current use" value instead of at its highest and best use. The annual tax reduction ranges from 50 percent to 90 percent for the property enrolled. PBRS lists 20 categories of open space resources that could be generally grouped as recreational, natural or scenic, trail linkage, historic/archaeological, farm/rural, shorelines, or urban open space.

King County's Department of Natural Resources and Parks analyzed the request for a current use assessment and has recommended a portion of the property be enrolled in the Public Benefit PBRS program. King County submitted a Preliminary Report to the City of Sammamish on May 2, 2017 regarding the merits of Mr. Pfaffe's application, which has been provided for your information as an attachment (Exhibit 4).

The Applicants' request is fully analyzed in King County's report, and it recommends that the request be granted because of open space resources associated with the property such as:

1. *Aquifer protection area;*
2. *Buffer to public or current use classified land;*
3. *Forest stewardship land;*
4. *Significant wildlife or salmonid habitat;*
5. *Special animal site;*
6. *Surface water quality buffer;*
7. *Watershed protection area;*
8. *Urban open space;*
9. *Resource restoration; and*
10. *Additional surface water quality buffer.*

The Preliminary Report concludes that the Applicant's property is entitled to 20 points under the PBRS program, with a possible credit of 5 additional points by meeting the forest stewardship category. This allows assessment of the eligible open space at 30% of market value, a reduction of 70% in taxable value for the portion of the land enrolled in the program, or if the owner meets the conditions for additional credits the assessment would change to a reduction of 80% in taxable value.

The appraised value of the property for 2017 (based on Assessor's information dated 5/01/2017) for the property is reported as:

Assessor's Parcel No.	Land Value	Improvement Value	Total Assessed Value
2025069108	$359,000.00	$779,000.00	$1,138,000.00
2025069129	$201,000.00	$0	$201,000.00

The total tax applied for the property in 2017 was reported as $13,511.97. Based on an eligible 80 percent reduction to the annual property taxes for the 3.91 acres of candidate land area, the annual property taxes would be reduced by approximately $2,900.02. According to the King County Assessor's Office, the City receives approximately 19 percent of this tax amount and therefore would receive $551.00 less in annual tax revenue specific to this property's reduction. If approved the property tax reduction would be effective starting in FY 2018.

The Assessor would continue to assess the ineligible portion of the property at market value. The map attached to the report delineates the eligible portion of the property identified in King County's Report.

City Council Consideration of a PBRS Application:
The Revised Code of Washington (RCW 84.34) and Washington Administrative Code (WAC 458-30) provide guidance for actions on processing PBRS applications. In determining whether the Pfaffe PBRS application should be approved, the City Council may take particular notice of the benefits to the general welfare of preserving the current use of the parcels of land described in the application, and the revenue loss or tax shift that will result from granting the application.

The City Council may approve the application in whole or in part, or may deny the application. If approving the application in whole or in part, the City Council may also require that certain conditions be met. The approval or denial of a PBRS application is a legislative determination and shall be reviewable only for arbitrary and capricious actions. If any part of the application is denied, the applicant may withdraw the entire application. The applicant can appeal the City Council's determination to King County Superior Court. Alternatively, the applicant may reapply after one year.

Financial Impact:
Reduction of property tax of subject property, redistribution of the property tax annually to all other parcels located within City limits in year 2018 and thereafter. The total tax applied for the property in 2017 was reported as $13,511.97. Based on an eligible 80 percent reduction to the annual property taxes for the 3.91 acres of candidate land area, the annual property taxes would be reduced by approximately $2,900.02. According to the King County Assessor's Office, the City receives approximately 19 percent of this tax amount and therefore would receive $551.00 less in annual tax revenue specific to this property's reduction. If approved the property tax reduction would be effective starting in FY 2018.

Recommended Motions:
1. Approve the Resolution supporting King County's Department of Natural Resources and Parks, Public Benefit Rating System & Timber Land Programs recommendation for enrollment of the Pfaffe property into the PBRS program.
2. Authorize two members of the Sammamish City Council to sign the Resolution in addition to Mayor Don Gerend.

NOTE: The Metropolitan King County Council's Transportation, Economy and Environment Committee will then hold a second public hearing for this request for enrollment to the PBRS program on June 20, 2017.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2017-_____

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, APPROVING PUBLIC BENEFIT RATING SYSTEM, CURRENT USE ASSESSMENT FOR THE PFAFFE PROPERTY- KING COUNTY TAX PARCEL(S) NO. 2025069108 & 2025069129

WHEREAS, Alexander Pfaffe applied to the King County Department of Natural Resources and Parks on October 19, 2016 for a current use assessment of their property located at 20012 NE 39TH Lane (APN #2025069108, 2025069129) in the City of Sammamish; and

WHERAS, pursuant to The Washington State Open Space Taxation Act, RCW 84.34 and WAC 458-30, provides for assessment practices to reflect current use of property, rather than "highest and best use," as an incentive to property owners to retain large tracts of open space and to provide public access to open space; and

WHEREAS, pursuant to WAC 458-30 this open space current use taxation program is implemented in King County through the Public Benefit Rating System (PBRS), which provides a point system to rate properties; and

WHEREAS, WAC 458-30 State law directs that, after a public hearing, both the King County Council and the Sammamish City Council shall consider and act upon an application for property in Sammamish to the PBRS within six months; and

WHEREAS, King County has provided a staff report (File Number E16CT027SM), received by the City of Sammamish on May 2, 2017, evaluating said request for Property Enrollment in the Public Benefit Rating System (PBRS) and is recommending approval; and

WHEREAS, a public hearing on this application was held by the City of Sammamish City Council on May 16, 2017; and

WHEREAS, the City Council desires to approve the Public Benefit Rating System, Current Use Assessment for the Pfaffe property, subject to the conditions, as recommended in King County's Department of Natural Resources and Parks Staff Report;

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

Section 1. Adoption of King County's Recommendation. The City Council hereby adopts the findings, conclusions and recommendation of the King County Department of Natural Resources and Parks Water and Land Resources Division received on May 2, 2017 for the Pfaffe property

Public Benefit Rating System, Current Use Assessment request identified as King County Tax Parcel(s) #2025069108, #2025069129 in the City of Sammamish.

Section 2. Grant of Approval. The City Council hereby approves the Public Benefit Rating System, Current Use Assessment request by Alexander Pfaffe and authorizes filing of the approval with the Metropolitan King County Council Transportation, Economy and Environment Committee for the second public hearing.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of the Resolution, or its application to any person or circumstances, be declared unconstitutional or otherwise invalid for any reason, or should any portion of the Resolution be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

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

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

_____
Councilmember

_____
Councilmember

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk: May 11, 2017
Passed by the City Council:
Resolution No.: R2017-____

CERTIFIED COPY

I, Melonie Anderson, City Clerk for the City of Sammamish, WA, do certify that this is a true and correct copy of the original on file with the City.

DATED this ___ day of May, 2017

_____

Melonie Anderson, City Clerk

Exhibit 1

Exhibit 2

King County
Water and Land Resources Division
Department of Natural Resources and Parks
King Street Center
201 South Jackson Street, Suite 600
Seattle, WA 98104-3855
206-477-4800 Fax 206-296-0192
TTY Relay: 711

RECEIVED
FEB 07 2017
CITY OF SAMMAMISH

February 2, 2017

Lyman Howard, City Manager
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075

RE: Public Benefit Rating System Applications - File #E16CT027SM (Pfaffe)

Dear Mr. Howard,

Enclosed please find a copy of an application to the Public Benefit Rating System (PBRS). This application is being forwarded to you as required by the Revised Code of Washington (RCW 84.34.037) for an evaluation and recommendation by the City of Sammamish.

For a property located within an incorporated area, RCW 84.34.037(1) states an application for PBRS "shall be acted upon [after a public hearing] by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications." Historically this approval process has been achieved by separate hearings by both the city and county councils.

For a property enrolling in PBRS, the hearing process and the other steps listed below must occur.

- Review of the application by county and city staff
- Conduct scheduled site visit for resource/property analysis
- Prepare report/recommendation (applicant, city and assessor receive a copy)
- Present report and comments at scheduled public hearing held before the city council
- Present report and comments at scheduled public hearing held before the Metropolitan King County Council Transportation, Economy and Environment Committee (*approval from both Granting Authorities is needed to enroll a property located within a city*)
- Open Space Taxation Agreement prepared by PBRS staff
- Agreement signed by Chair of County Council and sent to landowner(s) for signature
- Agreement recorded by the Department of Assessments with the King County Records, Elections and Licensing Services Division (copy sent to owner and city)

Exhibit 2

This approval process must be completed by June 30, 2017 and I look forward to working with the city throughout the process.

Thank you for the assistance.

Sincerely,

Megan Kim

Megan Kim
(206) 477-4788
PBRS Program Analyst
Rural and Regional Services Section

Enclosures

cc: Jeffrey Thomas, Director of Community Development

Exhibit 2

RECEIVED
MAR 06 2017
CITY OF SAMMAMISH

PUBLIC BENEFIT RATING SYSTEM Application

Open Space Land Classification For Property Within King County, Washington
In Accordance With RCW 84.34 and K.C.C. 20.36

Original Application AND 4 Copies of All Documents Must Be Submitted To:
King County Water and Land Resources Division, Rural and Regional Services Section 201 South Jackson Street, Suite 600, Seattle, WA 98104-3855

1. NAME of APPLICANT: Alexander Pfaffe

Day Phone: 425-736-9175 Evening Phone: ____ Email: alex.pfaffe@gmail.com

2. MAILING ADDRESS of APPLICANT: 20012 NE 39TH Lane, Sammamish, 98074, WA

3. PROPERTY ADDRESS: 20012 NE 39TH Lane, Sammamish, 98074, WA

Is the property located in an incorporated city? Yes X City: Sammamish No____
From what road is the property accessed? NE 39TH LANE

4. PROPERTY HISTORY: Is the property presently participating in a current use assessment program (RCW 84.34 or RCW 84.33)? Yes_____ No X

5. APPLICANT'S INTEREST in PROPERTY: Owner Yes X No _____
Purchasing through contract Yes _____ No X
Other _____ Explain _____

6. PARCEL NUMBER and ACREAGE:

Tax Assessor Parcel #	Total Acres in Parcel	Acres Requested for PBRS
a. 202506-9108	3.3	2.0
b. 202506-9129	3.7	3.0
c.		
TOTAL	7.0	5.0

County use only:

Date Received 10/19/16 MK **File NO.** E16CT027

EXHIBIT 9

AFFIRMATION

As owner(s) of the land described above, I hereby indicate by my signature that I am aware of the potential tax liability involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also declare under the penalties for false swearing that this application and any accompanying documents have been examined by me and to the best of my knowledge it is a true, correct, and complete statement.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Alex Pfafke
Print Name

Signature

Notary Public
State of Washington
RAHEL AYALEW METAFERIA
My Appointment Expires Feb 5, 2020

State of Washington
County of King

Subscribed and affirmed to before me this 12 day of october, 2016

Notary's Signature

Feb 5 2020
My Appointment Expires

Statement Of Additional Tax, Interest, And Penalty Due Upon Removal Of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:

   (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus

   (b) Interest upon the amounts of the difference (a), paid at the same statutory rate charged on delinquent property taxes.

(c) A penalty of 20% shall be applied to the additional tax if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal process, or except as a result of those conditions listed in (2) below.

2. The additional tax, interest, and penalty specified in (1) above shall not be imposed if removal resulted solely from:

(a) Transfer to a government entity in exchange for other land located within the State of Washington.
(b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
(c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
(d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
(e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020.
(f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
(g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(e) (farm homesite).
(h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
(i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
(j) The creation, sale, or transfer of a fee interest or a conservation easement for the riparian open space program under RCW 76.09.040.
(k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on a death certificate is the date used.
(l) The discovery that the land was classified in error through no fault of the owner.

I. GENERAL

A. Describe all present and proposed uses within the PBRS area **(participating area)**. Uses might include enjoyment of paths/trails, bird watching, forestry, farm activities or simply staying out of the open space. Please attach additional sheets if necessary.

_The PBRS area is reserved to remain in its current natural state. Existing trees are preserved. The area is currently a corridor for deer, coyote, lynx, bear and other wildlife.

B. Describe all existing improvements on the property (**excluded area**). This would include home, driveway, road, drainage system, well, yard, landscaping, garden and other personal-use areas. Please attach additional sheets if necessary.

There is an existing underground sewer, water and drainage line in the area.

C. Describe all potential or planned improvements and where they might be located on the property. Excluding an area now that might be later developed, such as a future home site, should be considered, but is not required. Please attach additional sheets if necessary.

I will continue to eliminate Black berry, Scotch broom and other invasive species encroachment.

D. Is the land subject to lease or other agreements (such as CCR's, utility, natural or native growth protection, conservation, trail, or road easement) that may limit the property's use or development?

Yes _X_____ No _____

If "yes", then what type of lease/agreement/easement is it? _Some area has an SASA easement_____

Please attach copies of all leases, options, easements or any other such agreements.

II. RESOURCE INVENTORY/PBRS Categories

Property may receive points as indicated for an open space resource or bonus category listed below. On page A-7, please provide justification for each category requested (refer to the *Public Benefit Rating System Resource Information* document found at www.kingcounty.gov/incentives).

Exhibit 2

Open Space Resources

1. Public recreation area - 5 points
2. **Aquifer protection area - 5 points - X**
3. **Buffer to public or current use classified land - 3 points - X**
4. Equestrian-pedestrian-bicycle trail linkage - 35 points
5. Active trail linkage - 15 or 25 points
6. Farm and agricultural conservation land - 5 points
7. Forest stewardship land - 5 points
8. Historic landmark or archaeological site: buffer to a designated site - 3 points
9. Historic landmark or archaeological site: designated site - 5 points
10. Historic landmark or archaeological site: eligible site - 3 points
11. Rural open space - 5 points
12. Rural stewardship land - 5 points
13. **Scenic resource, viewpoint or view corridor - 5 points - X** Lucie
14. Significant plant or ecological site - 5 points
15. Significant wildlife or salmonid habitat - 5 points
16. **Special animal site - 3 points - X**
17. **Surface water quality buffer - 5 points - X**
18. **Urban open space - 5 points - X**
19. **Watershed protection area - 5 points - X**

31 = total open space resource points

Bonus Categories

1. **Resource restoration - 5 points - X**
2. Additional surface water quality buffer - 3 or 5 points
3. **Contiguous parcels under separate ownership – minimal 2 points - X**
4. Conservation easement or historic easement - 15 points
5. Public access – points depend on type and frequency of access allowed
   - _____ *Unlimited public access - 5 points*
   - _____ *Limited public access because of resource sensitivity - 5 points*
   - _____ *Environmental education access - 5 points*
   - _____ *Seasonally limited public access - 3 points*
   - _____ *None or members only - 0 points*
6. Easement and access - 35 points

7 = total bonus category points

38 = Total of open space resource and bonus category points results in a Public Benefit Rating (see valuation schedule on page A-6)

If public access points are requested, please list the user group(s) presently allowed access to the property. For what purpose does the public use the property? Please attach documentation that supports this type of use, such as letters from user groups. **For a property to be eligible, the owner must demonstrate that the property is open to public access and is used by the public.**

N/A

_____

If proposing public access, describe how the land can be reached. Are there private or public roads to the site? Are there any restrictions, such as an easement or physical barriers, which would inhibit public access? Are there any specific restrictions you think are necessary, such as hours, seasons, activities?

_____

_____

III. Estimate of Percentage Reduction (for your information only)

Please remember county/city staff will review your application and an approval/decision will be made by the granting authority. When estimating the actual effect on your property's valuation and your tax bill, please remember your assessment as openspace/current use land will be calculated **only on the land value of the portion of the property enrolled.** *The property will still be assessed at "highest and best use" rates for the residence/improvements and for other non-enrolled open-space land.*

__31____ Open space resource points
__7____ Bonus category points

_38_____ = Total of points, resulting in a Public Benefit Rating

VALUATION SCHEDULE

Public Benefit Rating	Assessed Value Reduction	Current Use Value
0 - 4 points	0 %	100 % of Market Value
5 - 10 points	50 %	50 % of Market Value
11 - 15 points	60 %	40 % of Market Value
16 - 20 points	70 %	30 % of Market Value
21 - 34 points	80 %	20 % of Market Value
35 - 52 points	90 %	10 % of Market Value

IV. RESOURCE CATEGORY JUSTIFICATION

In the space provided, please explain why credit should be awarded for each category marked on page A-5. If additional space is needed, please use a separate sheet of paper and attach it to back of the application.

B2 Aquifer protection – see attached map. Property contains SASA easement and is feeding several local creeks leading into Lake Sammamish providing water to native trees and plants.

B3 Buffer - Property is adjacent to several tracts on the North side and a corridor for animals to other tracts nearby. Tract border is about 500 feet in length.

B13 Scenic resource – property contributes to the characteristic undisturbed forest views for all properties across the lake and anyone on the lake. See photo in attachment.

B16 Special Animal Site - Sensitive Area Easement on 50% of property see attachment. The property has a permanent herd of deer and other visiting mammals including coyote, bear and bobcat.

B17 Surface water quality buffer – The property is adjacent to creeks and protects wetland and native plants.

B18 Urban open space – Land preserves and enhances streams, natural resources, wetlands and wildlife corridors.

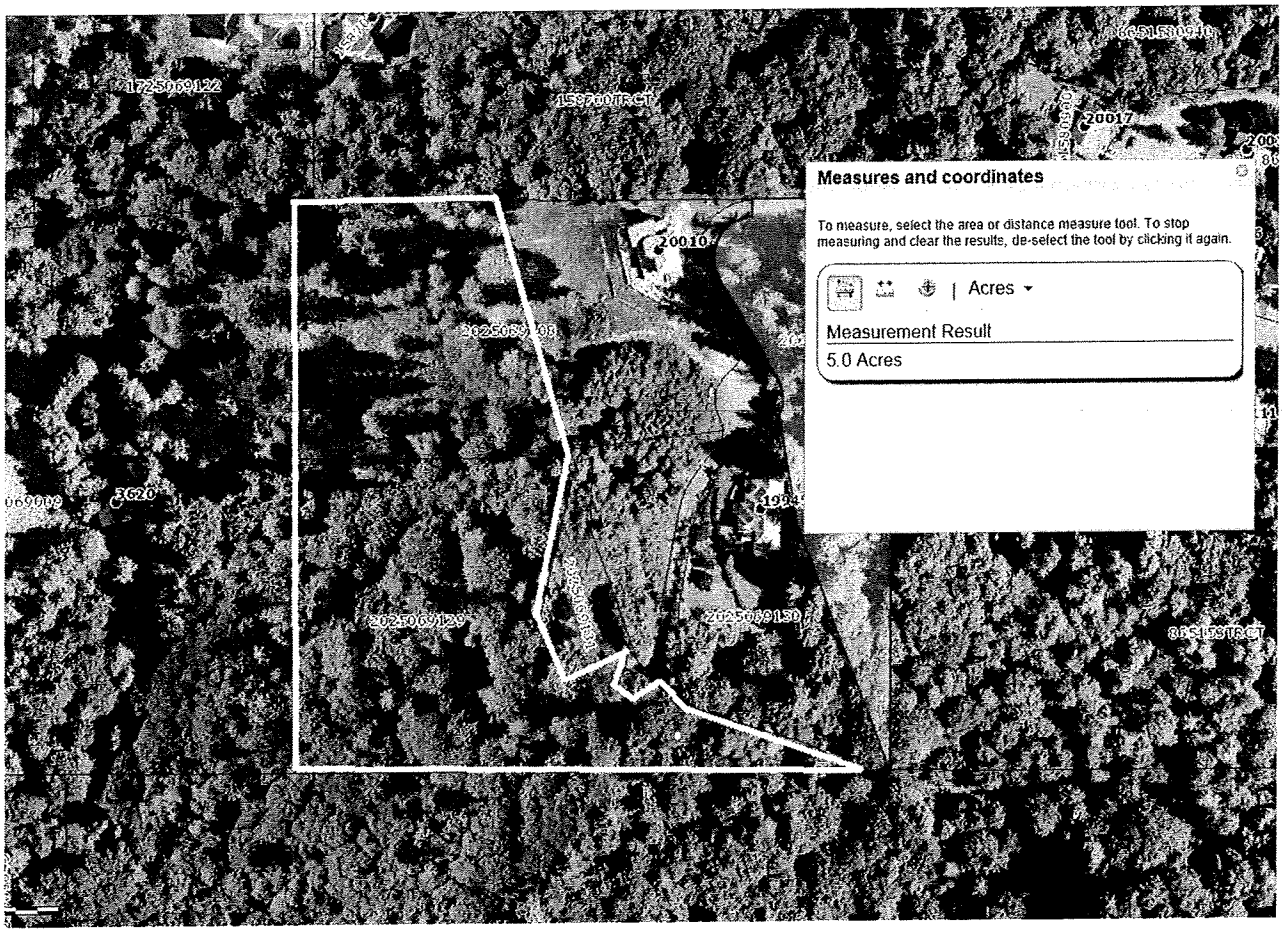
B19 Watershed protection – 65% of the property is forest and contains infiltrations systems to reduce surface runoff that would affect the lake.

C1 Restored from an inpenetrable solid carpet of black berry to mixed grass land/forest. Now a migration corridor for bear, bobcat, coyote, fox, deer. Also now serves as a breeding and hunting ground for owls, bats and hawks.

C3 Two parcels. I bought 2 parcels for the purpose of ensuring a contiguous corridor with surrounding properties/tracts

Exhibit 2

Area to designate as PBRS marked in white



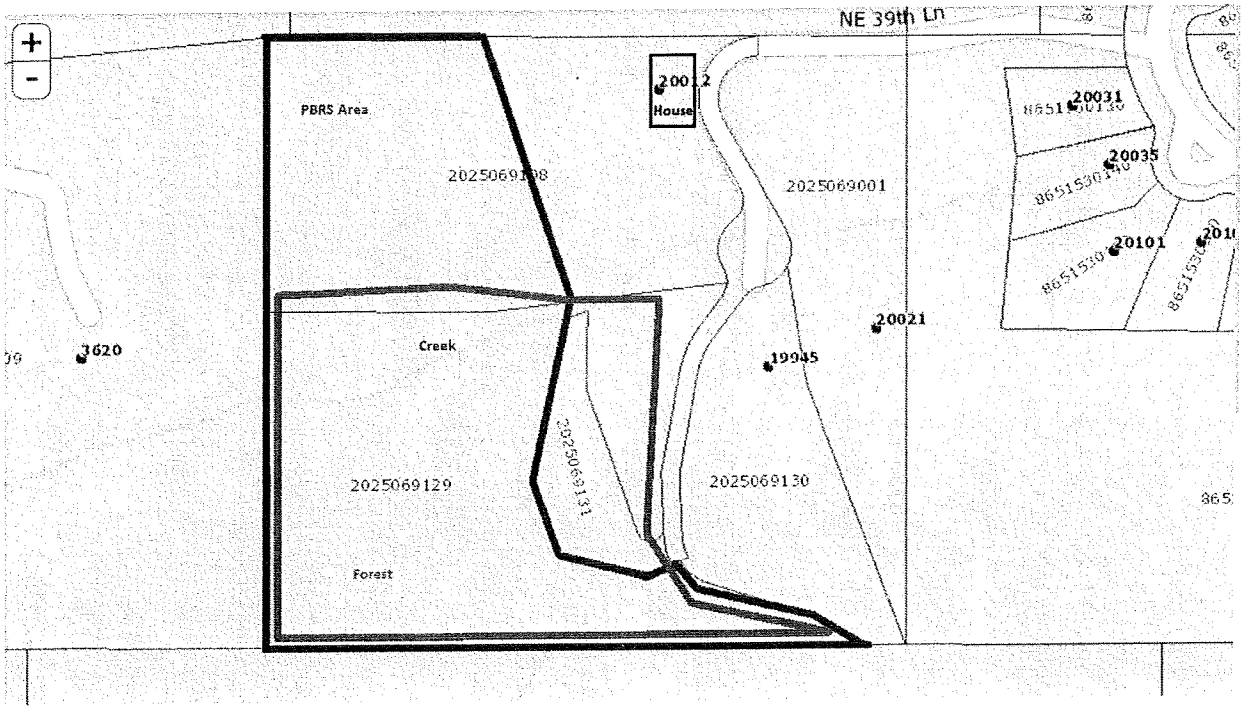


Exhibit 2

B-2 Aquifer protection and Sensitive area overlap with PBRS region in question

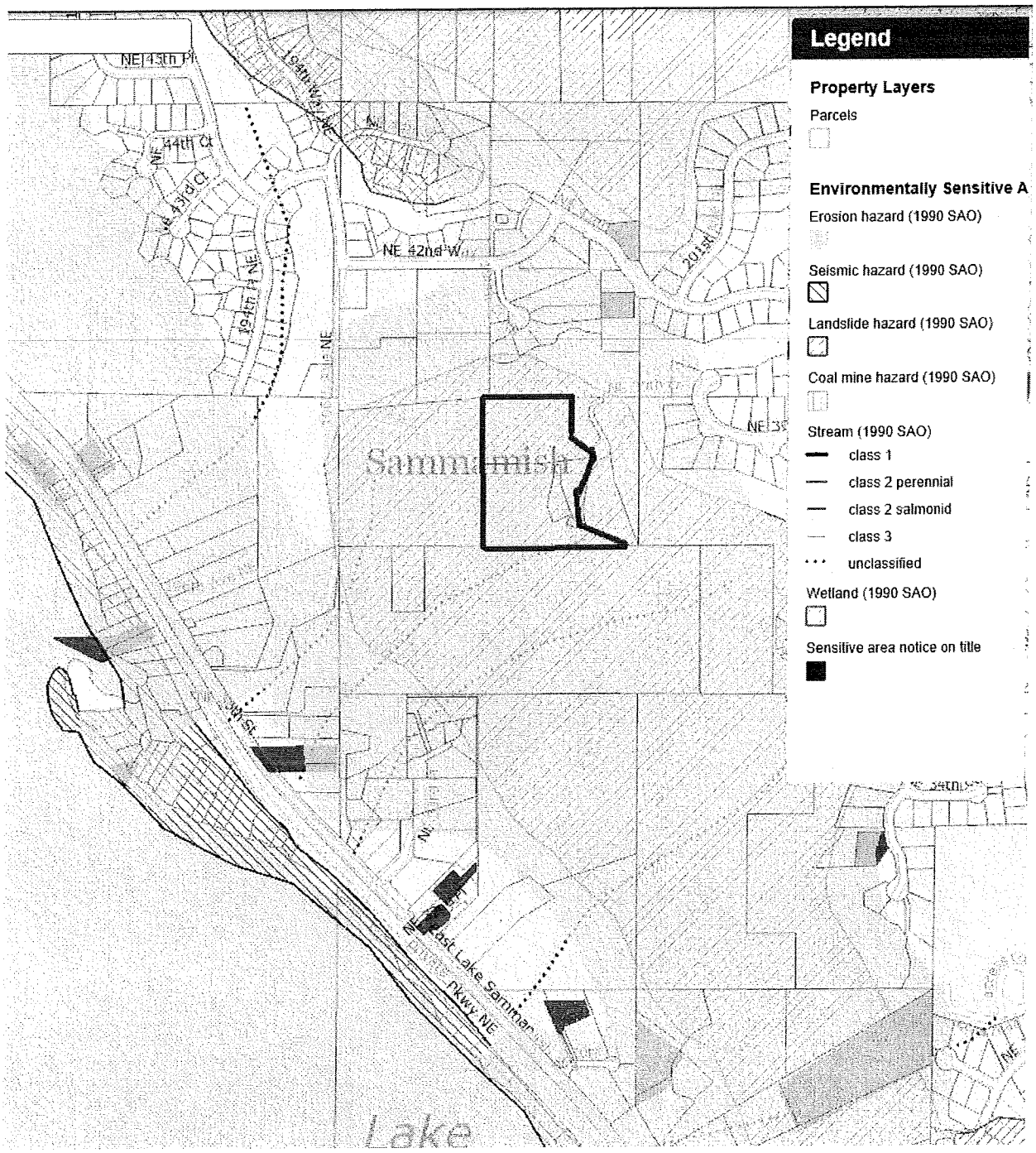
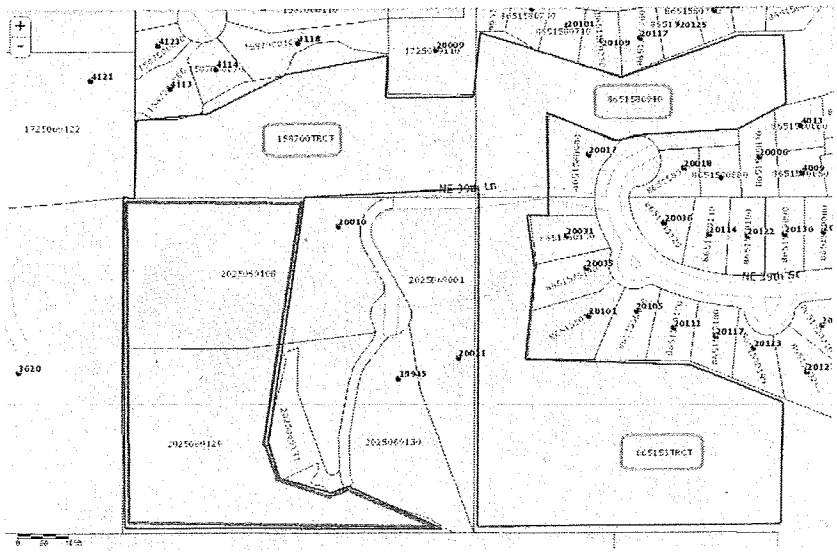


Exhibit 2

B-3 Area is adjacent to current use land protecting hillsides and streams.



B-13 Scenic Resource, area in Red is preserved as integral part of cross lake Sammamish views by maintaining trees.

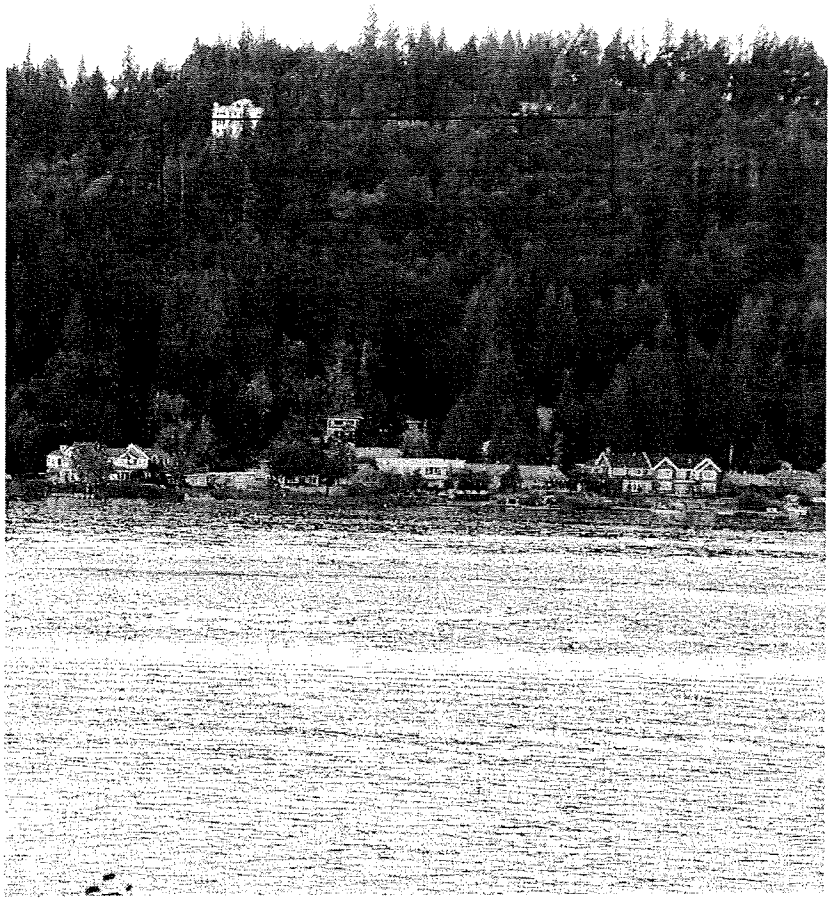


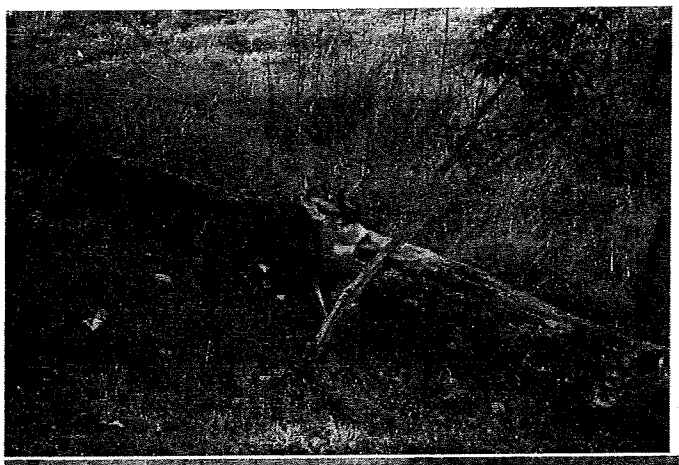
Exhibit 2

B-17 Native plant species on site:

Firs, Madrone, Ferns, Maples.

Exhibit 2

B-18, C-1 Wildlife at site: Deer, Coyote, Bear



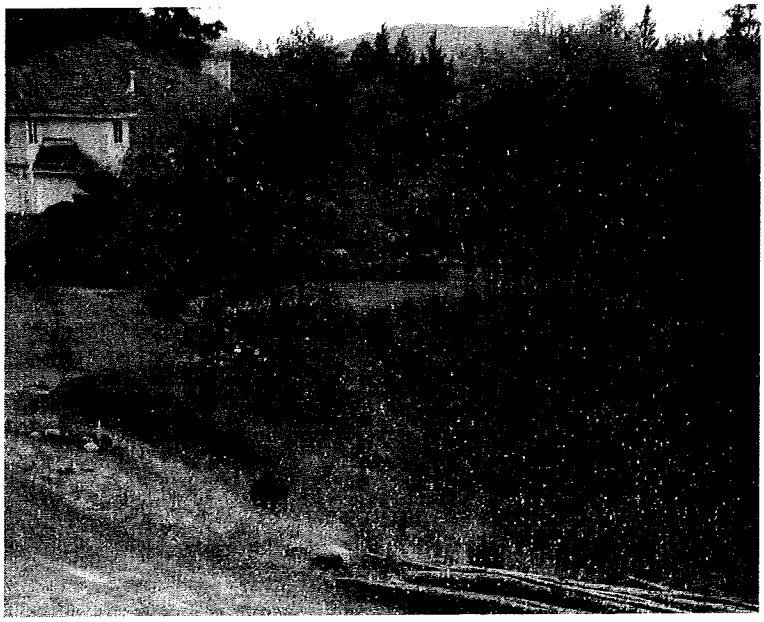


Exhibit 2

C-3 Adjacent Parcels under consideration:

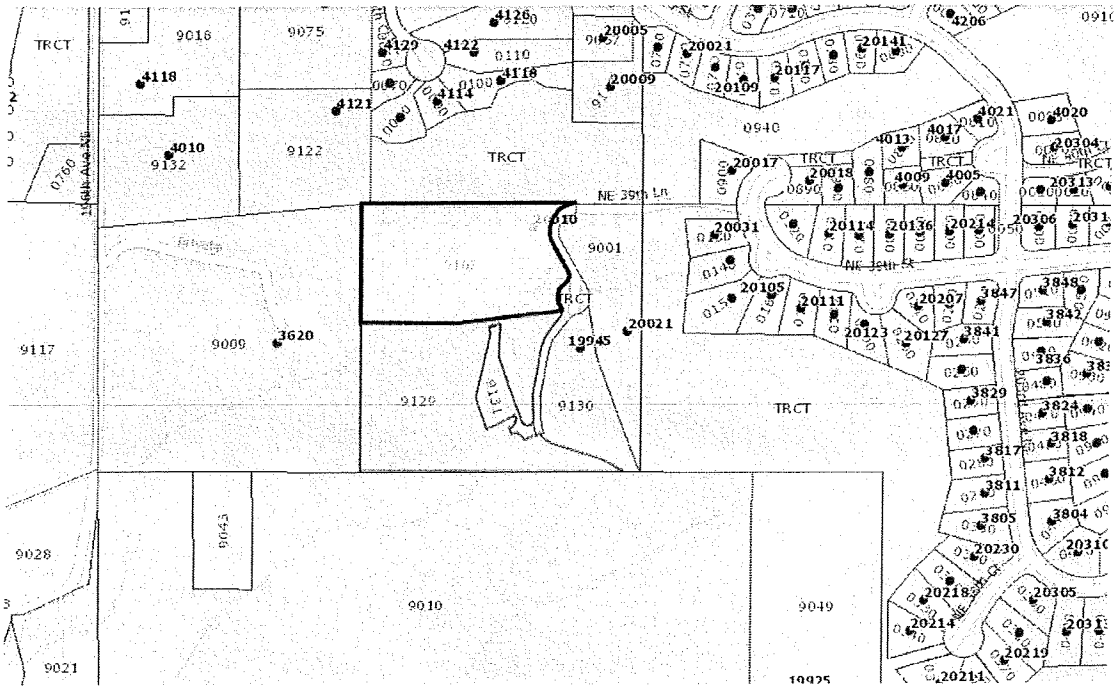


Exhibit 2

Pre-restauration – the lot was a solid carpet of blackberry bushes

Exhibit 2

SHORT PLAT NO. S92S0070
KING COUNTY, WASHINGTON

APPROVALS:

DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES
Examined and approved this 15TH day of JANUARY, 1998
Manager, Land Use Services Division

Examined and approved this 14th day of January, 1998
Department Engineer

DEPARTMENT OF ASSESSMENTS
Examined and approved this 16TH day of JANUARY, 1998
SCOTT NOBLE
Assessor
Deputy Assessor
Account Number 2025069108

RECORDING NO.	VOL./PAGE
9801159011	119 142

SCALE: 1 inch = 300 ft. (150 0 150 300 450 600 750)

PORTION OF N. W. 1/4 of N. W. 1/4, S. 20 T. 25 N R. 6 E W. M.

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned owners of interest in the land hereby short subdivided, hereby declare this short plat to be the graphic representation of the short subdivision made hereby, and do hereby dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and also the right to make all necessary slopes for cuts and fills upon the lots shown thereon in the original reasonable grading of said streets and avenues, and further dedicate to the use of the public all the easements and tracts shown on this short plat for all public purposes as indicated thereon, including but not limited to parks, open space, utilities and drainage unless such easements or tracts are specifically identified on this short plat as being dedicated or conveyed to a person or entity other than the public, in which case we do hereby dedicate such streets, easements, or tracts to the person or entity identified and for the purpose stated.

Further, the undersigned owners of the land hereby short subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this short subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby short subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this short subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface- or sub-surface water flows within this short subdivision or by establishment, construction or maintenance of the roads within this short subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors, or assigns.

This subdivision, dedication, waiver of claims and agreement to hold harmless is made with the free consent and in accordance with the desires of said owners.

IN WITNESS WHEREOF we put our hands and seals.

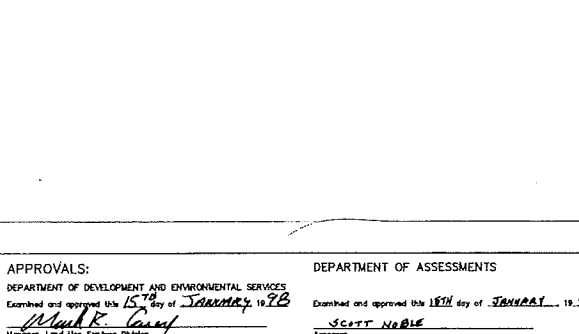
Philip Kirk — Elizabeth Kirk
Name PHILIP KIRK — Name ELIZABETH KIRK
Name — Name
Name — Name

State of Washington
County of King
I certify that I know or have satisfactory evidence that Philip & Elizabeth Kirk
signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

NAME Kristin Sand
Signature of Notary Public Kristin Sand
Dated 1/12/98
My appointment expires 3-20-01

State of Washington
County of
I certify that I know or have satisfactory evidence that
signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

NAME
Signature of Notary Public
Dated
My appointment expires



LEGEND
FD. SECTION CORNER MONUMENT AS NOTED FIELD LOCATED AUG. 1996
FD. 1/4 SECTION CORNER MONUMENT AS NOTED FIELD LOCATED AUG. 1996
P = PLAT
R = RECORD
ALL BEARINGS AND DISTANCES ARE CALCULATED OR AS NOTED

SECTION BREAK DOWN AND BASIS OF BEARINGS NW 1/4 OF NW 1/4 OF SEC. 20; T25N; R6E PER TIMBERLINE No. 1 FILED IN VOL. 118, PG. 13, OF PLATS.

NOTES:

RESTRICTIONS FOR SENSITIVE AREA SETBACK AREAS

DEDICATION OF A SENSITIVE AREA SETBACK AREA CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE SETBACK AREA. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, VISUAL AND AURAL BUFFERING AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE SENSITIVE AREA SETBACK AREA IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE SETBACK AREA THE OBLIGATION, ENFORCABLE ON BEHALF OF THE PUBLIC BY KING COUNTY, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE SETBACK AREA. THE VEGETATION WITHIN THE SETBACK AREA MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED, OR DAMAGED WITHOUT APPROVAL IN WRITING FROM KING COUNTY DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES OR ITS SUCCESSOR AGENCY, UNLESS OTHERWISE PROVIDED BY LAW.

THE COMMON BOUNDARY BETWEEN THE SETBACK AREA AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE MARKED OR OTHERWISE FLAGGED TO THE SATISFACTION OF KING COUNTY PRIOR TO ANY CLEARING, GRADING, BUILDING CONSTRUCTION OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE SENSITIVE AREA SETBACK AREA. THE REQUIRED MARKING OF FLAGGING SHALL REMAIN IN PLACE UNTIL ALL DEVELOPMENT PROPOSAL ACTIVITIES IN THE VICINITY OF THE SENSITIVE AREA ARE COMPLETED.

NO BUILDING FOUNDATIONS ARE ALLOWED BEYOND THE REQUIRED BUILDING SETBACK LINE, UNLESS OTHERWISE PROVIDED BY LAW.

DRAINAGE EASEMENT "A"

DRAINAGE EASEMENT "A" IS A 10' WIDE PRIVATE DRAINAGE EASEMENT SERVING LOTS 1 AND 2 FOR THE PURPOSE OF CONVEYING STORM WATER TO THE FACILITIES LOCATED ON LOT 3. THE OWNERS OF SAID LOTS 1 AND 2 SHALL BE EQUALLY RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT.

DRAINAGE EASEMENT "B"

DRAINAGE EASEMENT "B" IS A 10' WIDE PRIVATE DRAINAGE EASEMENT SERVING THIS SHORT PLAT FOR THE PURPOSE OF CONVEYING STORM WATER TO A FUTURE TIGHTLINE AT THE NORTHWEST CORNER OF THE PLAT. THE OWNERS OF LOTS 1,2,3, AND 4 SHALL BE EQUALLY RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT.

DRAINAGE EASEMENT "C"

DRAINAGE EASEMENT "C" IS A PUBLIC DRAINAGE EASEMENT CONTAINING A SHEET FLOW SPREADER FOR THE SURFACE RUNOFF ENTERING THE EAST SIDE OF THE PLAT. KING COUNTY OR ITS SUCCESSOR AGENCY SHALL RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT. IN THE EVENT THAT FLOWS ENTERING THIS EASEMENT ARE CONNECTED TO A TIGHTLINE SYSTEM WHICH DISCHARGES TO LAKE SAMMAMISH, THIS EASEMENT SHALL BE CONSIDERED RELINQUISHED.

DRAINAGE EASEMENT "D"

DRAINAGE EASEMENT "D" IS A PRIVATE DRAINAGE EASEMENT FOR THE CONVEYANCE OF DRAINAGE FLOW FROM THE DOL-DE-SAC LOCATED ON THE SHORT PLAT TO THE POND. THE OWNERS OF LOTS 1,2,3, AND 4 SHALL BE EQUALLY RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT.

SLOPE MAINTENANCE EASEMENT "E"

SLOPE EASEMENT "E" IS A PRIVATE SLOPE MAINTENCE EASEMENT SERVING LOTS 1,2,3 AND 4 FOR THE PURPOSE OF SLOPE MAINTENANCE. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE SLOPES.

UTILITY EASEMENT "F"

UTILITY EASEMENT "F" IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY, US WEST TELEPHONE CO., TCI CABLE TV, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EASEMENT AS SHOWN IN WHICH TO BUILD, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SHORT PLAT AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

EASEMENTS OF RECORD:

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS RECORDED UNDER A.F. No. 8308220030, AS SURVEYED AND RECORDED UNDER AUDITORS FILE No. 9712170465 (NEW ACCESS RD. THRU PLAT)

SUBJECT TO AN EASEMENT FOR NATURAL GAS PIPELINE MAINTENANCE AND REPAIR AS RECORDED UNDER A.F. No. 8503170194, AS — LOCATED ON SITE.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS RECORDED UNDER A.F. No. 8702312006, AMENDED BY EASEMENT RECORDED UNDER A.F. No. 8712170655 (NEW ACCESS ROAD THROUGH PLAT).

SUBJECT TO DECLARATION OF COVENANT, AS RECORDED UNDER A.F. No. 8303210282.

SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED UNDER A.F. No. 8208130709.

SUBJECT TO AN AGREEMENT WITH N.E. SAMMAMISH SEWER AND WATER UNDER AUDITOR'S FILE No. 8705151308, AND 8708221078

SUBJECT TO EASEMENT AND MAINTENANCE, NO LOCATION, AUDITOR'S FILE No. 8805220724.

LEGAL DESCRIPTION:

LOT A OF KING COUNTY BOUNDARY LINE ADJUSTMENT L87L0038, RECORDED UNDER RECORDING NUMBER 9801159010, RECORDS OF KING COUNTY WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 30 FEET OF LOT 1 OF KC SHORT PLAT No. 6202079R, RECORDED UNDER REC. No. 8404110611; AND

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, DRAINAGE, AND UTILITIES OVER THE NORTH 30.00 FEET OF TRACT A, TIMBERLINE No. 4, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 120 OF PLATS, PAGES 96 AND 96, IN KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES IN SECTION 20, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, BEING A STRIP OF LAND 60.00 FEET IN WIDTH LYING SOUTHEASTERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 88° 49' 37" EAST, A DISTANCE OF 660.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 87° 59' 43" WEST, A DISTANCE OF 867.72 FEET MORE OR LESS, TO THE WESTERLY LINE OF SAID SECTION 20 AND THE TERMINUS OF SAID LINE; AND

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE WEST 60.00 FEET OF THE SOUTH 540.00 FEET OF THE NORTH 660.00 FEET OF SAID SECTION 20; AND

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE WEST 30.00 FEET OF THE SOUTH 120.00 FEET OF THE NORTH 780.00 FEET OF SAID SECTION 20; AND

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, IN GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, BEING A STRIP OF LAND 30.00 FEET IN WIDTH LYING NORTHWESTERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTHERLY ALONG THE EASTERLY LIMITS OF SAID SECTION 18, A DISTANCE OF 751.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 7° 10' 00" WEST, A DISTANCE OF 198.00 FEET; THENCE SOUTH 68° 33' 30" WEST, A DISTANCE OF 212.25 FEET; THENCE SOUTH 19° 22' 30" WEST, A DISTANCE OF 173.48 FEET; THENCE SOUTH 81° 27' 00" WEST, A DISTANCE OF 107.33 FEET TO A POINT THAT LIES SOUTH 21° 43' 00" WEST, A DISTANCE OF 230.37 FEET FROM A POINT DESCRIBED AS BEING SOUTH 999.78 FEET AND WEST 302.24 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 19; THENCE WESTERLY ALONG THE NORTHERLY LIMITS OF THE SOUTH 100.00 FEET OF GOVERNMENT LOT 1, SECTION 18, A DISTANCE OF 185.86 FEET, MORE OR LESS TO THE NORTHEASTLY MARGIN OF THE ISSAQUAH-REDMOND COUNTY ROAD, AND THE TERMINUS OF SAID LINE;

EXCEPT THE NORTH 14.00 FEET IN WIDTH OF THAT PORTION OF SAID STRIP OF LAND LYING WESTERLY OF A LINE EXTENDING NORTH 21° 43' 00" EAST FROM THE ABOVE DESCRIBED ANGLE POINT WHICH IS 198.86 FEET, MORE OR LESS, EAST OF THE NORTHEASTERLY MARGIN OF THE ISSAQUAH-REDMOND COUNTY ROAD, AND

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EAST 218.00 FEET OF THE SOUTH 300.00 FEET OF SAID GOVERNMENT LOT 1;

1. SAID EASEMENTS TO BE MAINTAINED, REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE PARCELS HAVING LEGAL ACCESS THEREFROM AND THEIR HEIRS, ASSIGNS, OR SUCCESSORS, UNLESS AND UNTIL SUCH ROADS ARE IMPROVED TO KING COUNTY STANDARDS AND ARE DEDICATED AND ACCEPTED BY KING COUNTY FOR MAINTENANCE.
2. WARNING: KING COUNTY HAS NO RESPONSIBILITY TO BUILD, IMPROVE MAINTAIN OR OTHERWISE SERVICE THE PRIVATE ROADS CONTAINED WITHIN OR PROVIDING SERVICE TO THE PROPERTY DESCRIBED IN THIS SHORT PLAT.
3. SINCE THE MINOR ACCESS ROAD HAS A PAVED WIDTH LESS THAN 28 FEET, ALL LOTS SERVED BY SAID ROADWAY SHALL PROVIDE FOR FOUR OFF-STREET PARKING SPACES FOR EACH SINGLE-FAMILY DWELLING. A MINIMUM OF TWO SPACES SHALL BE LOCATED OUTSIDE OF ANY REQUIRED YARD, REQUIRED OPEN SPACE, OR REQUIRED LANDSCAPED AREA. REMAINING SPACES MAY BE LOCATED ON THE DRIVEWAY WITHIN THE REQUIRED YARD AREA.

TRACT "X"

TRACT "X" IS A PRIVATE ROAD. THE TRACT SHALL BE AN UNDIVIDED OWNERSHIP TO THE LOTS IN THIS SHORT PLAT, THE LOT OWNERS OF THIS SHORT PLAT TOGETHER WITH THE OWNERS OF LOT B OF KING COUNTY BLA L87L0038 REC. No. 9801159010, SHALL BE RESPONSIBLE FOR ITS MAINTENANCE.

TRACT "Y"

TRACT "Y" IS A PRIVATE ROAD. THE TRACT SHALL BE AN UNDIVIDED OWNERSHIP TO THE LOTS IN THIS SHORT PLAT, THE LOT OWNERS OF THIS SHORT PLAT TOGETHER WITH THE OWNERS OF LOT B OF KING COUNTY BLA L87L0038 REC. No. 9801159010, SHALL BE RESPONSIBLE FOR ITS MAINTENANCE.

DRAINAGE TRACT "Z"

TRACT "Z" IS A DRAINAGE TRACT. TRACT Z IS DEDICATED TO KING COUNTY FOR DRAINAGE PURPOSES UPON THE RECORDING OF THIS SHORT PLAT. IN THE EVENT THAT FLOWS ENTERING THIS TRACT ARE CONNECTED TO A TIGHTLINE SYSTEM WHICH DISCHARGES TO LAKE SAMMAMISH, THIS TRACT WILL NO LONGER BE NECESSARY AND THE OWNER OF LOT 3 CAN IMPLEMENT ACTION ACCORDING TO KKC 16.2.6.150 TO HAVE KC RELINQUISH OWNERSHIP OF THE TRACT AND HAVE THE TRACT MERGED WITH LOT 3.

SPRINKLER REQUIREMENT

ANY FUTURE RESIDENCE BUILT ON THIS SHORT PLAT SHALL BE CONSTRUCTED WITH A (N.F.P.A.) NATIONAL FIRE PROTECTION ASSOCIATION STANDARD 13D SPRINKLER SYSTEM

VOL./PAGE

RECORDER'S CERTIFICATE 9801159011
filed for record this 15TH day of JAN., 1998 at 11:38 AM
in book 119 of MAPS at page 142 at the request of
GARY L. VAN NESS

Mgr. — Supt. of Records

LAND SURVEYOR'S CERTIFICATE

This Short Plat correctly represents a survey made by me or under my direction in conformance with the requirements of the appropriate State and County Statute and Ordinance in SEPT., 19..97..

1-10-98
Date: Certificate No. 21364

GARY L. VAN NESS
17184 S.E. 44th PL.
BELLEVUE, WA 98006
(425) 747-9774
FAX 747-7814
PLS 21364

GARY L. VAN NESS
STATE OF WASHINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 1-1-99

S92S0070

DWN. BY G. L. V.	DATE 11-26-97	JOB NO. 681
		ACAD FILE: KIRKSP-1
CHKD. BY GLV	SCALE 1" = 300.00	SHEET 1 OF 3

Exhibit 2

SHORT PLAT NO. S9250070
KING COUNTY, WASHINGTON

RECORDING NO.	VOL./PAGE
9801159011	110 142

SCALE: 1 inch = 60 ft.

PORTION OF N. W. 1/4 of N. W. 1/4, S. 20 T. 25 N R. 6 E W. M.

THE HOUSE SYSTEM FOR THIS SHORT PLAT SHALL BE AS FOLLOWS: ADDRESSES SHALL BE ASSIGNED FOR THE NORTH-SOUTH ROADS WITHIN THE RANGE OF 3400 TO 3899 AND WITHIN THE RANGE OF N/A TO N/A FOR THE EAST-WEST ROADS. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO THE PRINCIPAL ENTRANCE OF EACH RESIDENCE OR BUILDING IN ACCORDANCE WITH KING COUNTY CODE 16.08.

DETAIL N. T. S.

LOT 1 68900 S. F. +/- 1.5817 ACRES +/-

LOT 2 76505 S. F. +/- 1.7566 ACRES +/-

LOT 3 160677 S. F. +/- 3.6886 ACRES +/-

LOT 4 55117 S. F. +/- 1.2653 ACRES +/-

LOT 13 TIMBERLINE No. 4 VOL 120 PGS. 95-96

TRACT A OPEN SPACE TIMBERLINE No. 4 VOL. 120 PGS. 95-96

DATUM: C.S. RM = 524.98 KCAS DATUM

CURVE TABLE

No.	DELTA	RADIUS	LENGTH
1	90° 00' 00"	25.00	39.27
2	90° 00' 00"	25.00	39.27
3	162° 18' 20"	15.00	42.49
4	10° 36' 08"	40.50	7.49
5	20° 06' 53"	40.50	14.23
6	68° 33' 43"	40.50	47.05

LINE TABLE

L1	S 29° 02' 12" E	19.72
L2	N 01° 12' 06" W	25.13

LEGEND

- FD. SECTION CORNER MONUMENT AS NOTED AUG. 1996
- FD. 1/4 SECTION CORNER MONUMENT AS NOTED AUG. 1996
- FD. MONUMENT IN CASE AUG. 1996
- SET REBAR AND CAP MARKED PLS 21364 OR AS SHOWN
- FD. REBAR AND CAP MARKED LS 9435
- CATCH BASIN
- P = PLAT OF TIMBERLINE No. 1 VOLUME 110, PAGE 13
- P2 = PLAT OF TIMBERLINE No. 4 VOLUME 120, PAGES 95-96
- R = RECORD
- (N) = RADIAL BEARING

ALL BEARINGS AND DISTANCES ARE CALCULATED OR AS NOTED

TRACTS/LOTS
TOP OF STEEP SLOPE
SENS. BUFFER
BSBL
EASEMENT
EDGE OF WETLAND

TEMPORARY SEPTIC EASEMENT

LOCATION IS:
THE SOUTH 150 FEET OF THE NORTH 360 FEET OF THE EAST 100 FEET OF THE WEST 540 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE N. 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 6 EAST, W. M. IN KING COUNTY, WA. EXCEPT THE WEST 660 FEET THEREOF

THE TEMPORARY SEPTIC EASEMENT ON LOT 3 AND 4 IS FOR THE BENEFIT OF LOT B OF KCBLA L97L0038. UPON THE COMPLETION OF THE SEWER LINE FOR THIS SHORT PLAT, LOT B OF BLA L97L0038 SHALL CONNECT TO SAID SEWER LINE AND THE TEMPORARY EASEMENT SHALL BE CONSIDERED RELINQUISHED AND THE DRAIN FIELD ABANDONED BY THE OWNER OF SAID LOT B.

PHILIP KIRK ELIZABETH KIRK
OWNER OF THIS SHORT PLAT AND LOT B KCBLA L97L0038

NOTE:
SURVEY ACCURACY MEETS OR EXCEEDS WAC 332-130-090
FIELD EQUIPMENT SOKKIA SET3BII
SURVEYED BY FIELD TRAVERSE

FOR EASEMENTS DETAILS SEE SHEET 3

SCALE 1" = 60'

DRAINAGE EASEMENT RESTRICTIONS

STRUCTURES, FILLS, OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS) SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN THE DRAINAGE EASEMENTS. ADDITIONALLY DRAINAGE AND CONSTRUCTION OF FENCING SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENTS SHOWN ON THIS SHORT PLAT MAP UNLESS APPROVED BY KING COUNTY D.D.E.S. OR ITS SUCCESSOR AGENCY.

THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN No. T-9801, A-0 ON FILE WITH KING COUNTY DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES (D.D.E.S.). ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM THE PROPER AGENCY, CURRENTLY D.D.E.S.

KING COUNTY SHALL HAVE THE RIGHT TO ENTER THE PRIVATE ROADS AND THE DRAINAGE EASEMENTS SHOWN HEREON FOR THE PURPOSE OF OPERATING, MAINTAINING AND REPAIRING THE DRAINAGE FACILITIES CONTAINED THEREIN, IF SO ACCEPTED BY KING COUNTY.

TRACT. A "TRACT" IS LAND RESERVED FOR SPECIAL USES SUCH AS OPEN SPACE, SURFACE WATER RETENTION, UTILITIES, OR ACCESS. TRACTS ARE NOT COUNTED AS LOTS NOR CONSIDERED AS RESIDENTIAL BUILDING SITES EXCEPT AS ALLOWED UNDER THE LOT CLUSTERING PROVISIONS OF K.C.C. TITLE 21A.

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GARY L. VAN KIRK
STATE OF WASHINGTON
21364
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 6-1-98

S92S0070

DWN. BY G. L. V.	DATE 11-26-97	JOB NO. 681
		ACAD FILE: KIRKSP-3
CHKD. BY GLV	SCALE 1" = 60'	SHEET 2 OF 3

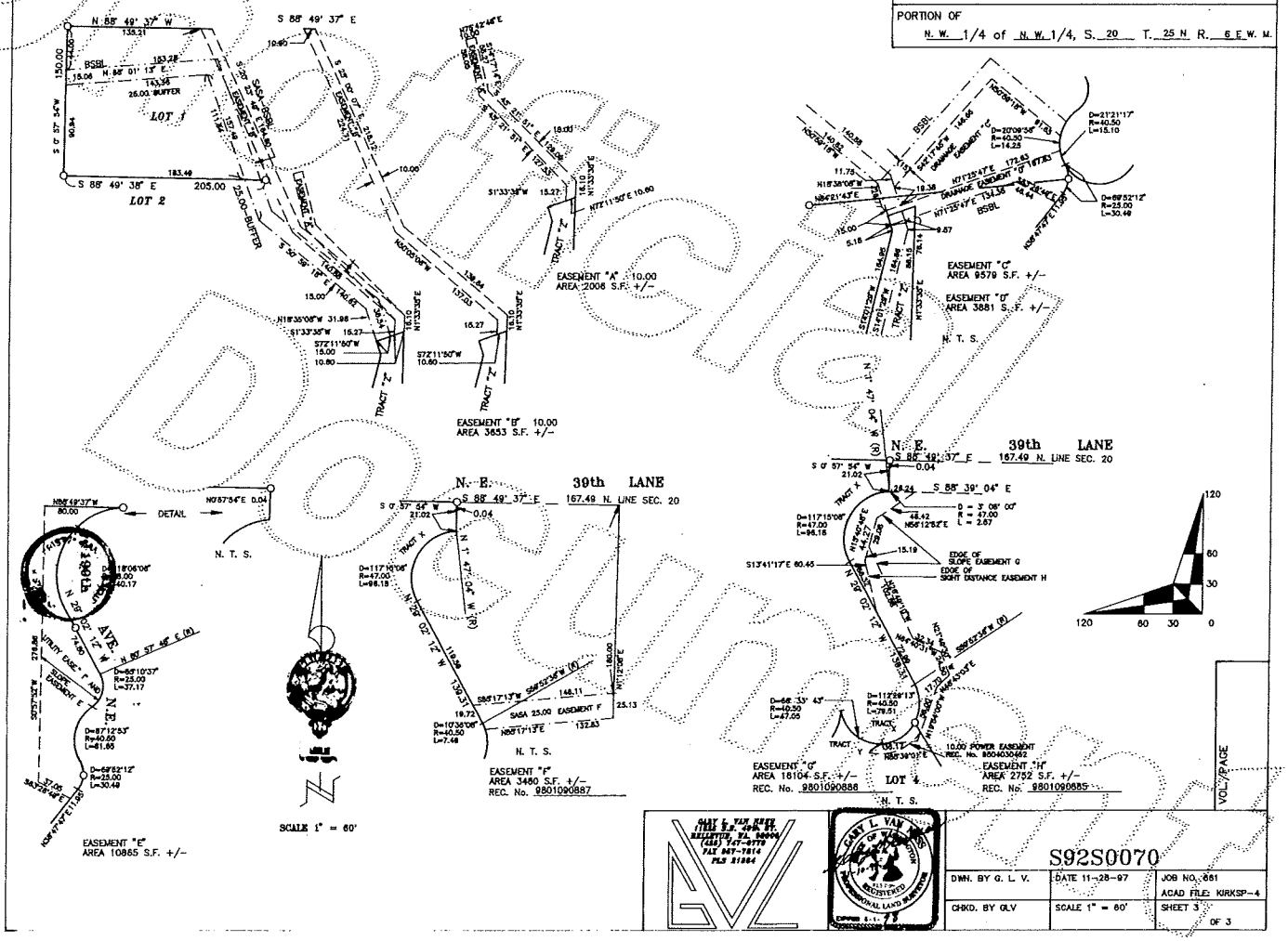
Exhibit 2

SHORT PLAT NO. S92S0070
KING COUNTY, WASHINGTON

RECORDING NO.	VOL./PAGE
9801159011	119 1426

SCALE: 1 inch = 60 ft.

PORTION OF
N. W. 1/4 of N. W. 1/4, S. 20 T. 25 N R. 6 E W. M.



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PLS 21884

GARY L. VAN DYKE
STATE OF WASHINGTON
21884
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 6-11-98

S92S0070

DWN. BY G. L. V.	DATE 11-28-97	JOB NO. 261
		ACAD FILE: KIRKSP-4
CHKD. BY GLV	SCALE 1" = 60'	SHEET 3 OF 3

Unofficial Document

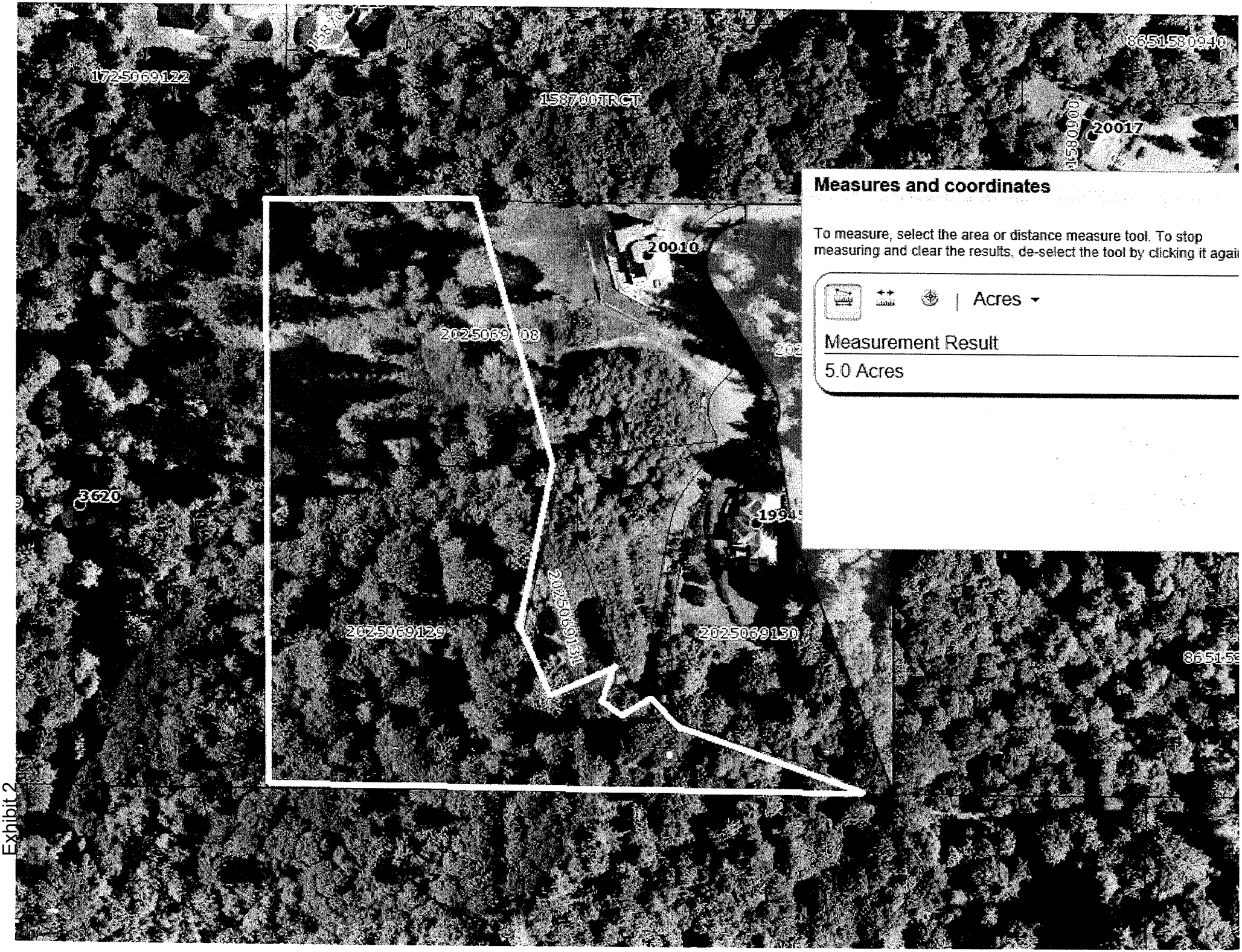
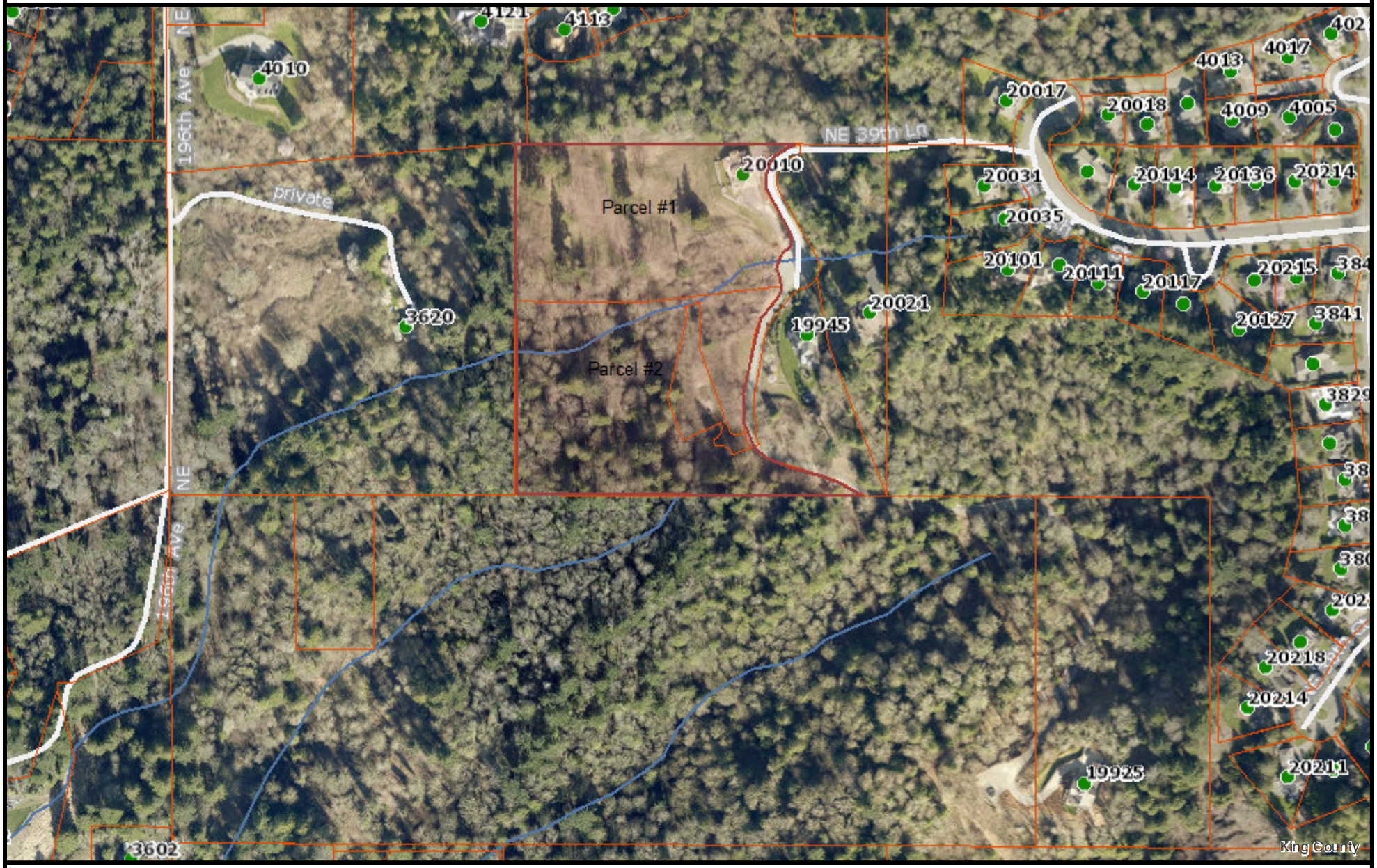

1725069122
158700TRCT
8651580940
20017
20010
3620
2025069129
2025069130
Measures and coordinates
To measure, select the area or distance measure tool. To stop measuring and clear the results, de-select the tool by clicking it agai
Acres
Measurement Result
5.0 Acres

Exhibit 2

Pfaffe Property - 20012 NE 39TH Lane



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Date: 5/1/2017 Notes:

N

King County GIS Center

Exhibit 3

Exhibit 3

Exhibit 4

RECEIVED

MAY 02 2017

CITY OF SAMMAMISH

KING COUNTY
DEPARTMENT OF NATURAL RESOURCES AND PARKS
WATER AND LAND RESOURCES DIVISION

Report to the City of Sammamish for Property Enrollment in the Public Benefit Rating System (PBRS)
May 16, 2017

APPLICANT: Alexander Pfaffe **File No. E16CT027SM**

A. GENERAL INFORMATION:

1. Owner: Alexander Pfaffe
   20012 NE 39th Lane
   Sammamish, WA 98074

2. Property location: same as above

3. Zoning: R4

4. STR: NW-20-05-06

5. PBRS categories requested by applicant or *suggested by staff:*

Open space resources
*Aquifer protection area
Buffer to public or current use classified land
***Forest stewardship land*
*Significant wildlife or salmonid habitat
Scenic resource, viewpoint or view corridor
Special animal site
*Surface water quality buffer
*Urban open space
**Watershed protection area

Bonus categories
**Resource restoration
**Additional surface water quality buffer*
Contiguous parcels under separate ownership

NOTE: *Staff recommends credit be awarded for these PBRS categories. **Award of these categories are also possible, but will be dependent upon specific category requirements being met (see resource category discussion under Section E beginning on page 5).

6. Parcel:

	202506-9108	202506-9129
Total acreage:	3.34	3.69
Requested PBRS:	2.00	3.00
Home site/excluded area:	2.60	0.52
Recommended PBRS:	**0.74***	**3.17**

NOTE: The attached 2015 aerial map outlines in yellow the parcel boundaries and in blue the areas proposed to be *excluded* from PBRS. The portion recommended for enrollment in PBRS (3.91 acres) is the entire property (7.03 acres) less the excluded areas as measured (3.12 acres). In the event the Assessor's official parcel size is revised, PBRS acreage should be administratively adjusted to reflect that change.

***If the owner implements an approved forest management plan or resource restoration plan which addresses the replanting of 1.00 acres (outlined in green) on the western side of parcel -9108, then the acreage eligible to participate in PBRS would increase to 4.91 acres.**

B. FACTS:

1. Zoning in the vicinity: Properties in the vicinity are zoned R-4, RA10 and RA10SO.

2. Development of the subject property and resource characteristics of open space area: Parcel -9108 contains a single family residence with landscaping, driveway and lawn. Parcel -9129 is undeveloped but includes an area (0.52 acres) that is occasionally maintained/impacted by the City of Sammamish and therefore not eligible for enrollment in PBRS. Most of the open space is a mix of coniferous and deciduous forest with native understory. However, some of the forest on parcel -9108, (1.00 acres outline in green on the attached map) is impacted by invasive species, which the owner has already been working to control and hopefully eradicate. The owner would like to enroll this area as well, which can occur via the implementation of a forest stewardship or resource restoration plan.

3. Site use: The property is used as a single family residence.

4. Access: The property is accessed from NE 39th Lane.

5. Appraised value for 2017 (Based on Assessor's information dated 4/17/2017):

Parcel #202506-9108	**Land**	Improvements	Total
Assessed value	**$359,000.00**	$779,000.00	$1,138,000.00
Tax applied	**$3,624.81**	$7,865.65	$11,490.46

Parcel #202506-9129	**Land**	Improvements	Total
Assessed value	**$201,000.00**	$0.00	$201,000.00

Tax applied	**$2,021.51**	$0.00	$2,021.51

NOTE: Participation in PBRS reduces the **appraised land value** for the **portion** of the property enrolled resulting in a lower taxable value.

C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):

KCC 20.36.010 Purpose and intent.

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

It is the intent of this chapter to implement RCW Chapter 84.34, as amended, by establishing procedures, rules and fees for the consideration of applications for public benefit rating system assessed valuation on "open space land" and for current use assessment on "farm and agricultural land" and "timber land" as those lands are defined in RCW 84.34.020. The provisions of RCW chapter 84.34, and the regulations adopted thereunder shall govern the matters not expressly covered in this chapter.

KCC 20.36.100 Public benefit rating system for open space land – definitions and eligibility.

A. To be eligible for open space classification under the public benefit rating system, property must contain one or more qualifying open space resources and have at least five points as determined under this section. The department will review each application and recommend award of credit for current use of property that is the subject of the application. In making such recommendation, the department will utilize the point system described in section B. and C. below.

B. The following open space resources are each eligible for the points indicated:
   1. Public recreation area – five points
   2. Aquifer protection area – five points
   3. Buffer to public or current use classified land – three points
   4. Equestrian-pedestrian-bicycle trail linkage – thirty-five points
   5. Active trail linkage – fifteen or twenty-five points
   6. Farm and agricultural conservation land – five points
   7. Forest stewardship land – five points
   8. Historic landmark or archaeological site: buffer to a designated site – three points
   9. Historic landmark or archaeological site: designated site – five points
   10. Historic landmark or archaeological site: eligible site – three points
   11. Rural open space – five points
   12. Rural stewardship land – five points
   13. Scenic resource, viewpoint, or view corridor – five points
   14. Significant plant or ecological site –five points
   15. Significant wildlife or salmonid habitat – five points

16. Special animal site – three points
17. Surface water quality buffer – five points
18. Urban open space – five points
19. Watershed protection area – five points

C. Property qualifying for an open space category in subsection B. of this section may receive credit for additional points as follows:
   1. Resource restoration - five points
   2. Additional surface water quality buffer - three or five points
   3. Contiguous parcels under separate ownership - two points
   4. Conservation easement of historic easement – fifteen points
   5. Public access - points dependent on level of access
      a. Unlimited public access - five points
      b. Limited public access - sensitive areas - five points
      c. Environmental education access – three points
      d. Seasonal limited public access - three points
      e. None or members only – zero points
   6. Easement and access – thirty-five points

D. 2012 COMPREHENSIVE PLAN POLICIES AND TEXT:

E-101 In addition to its regulatory authority, King County should use incentives to protect and restore the natural environment whenever practicable. Incentives should be monitored to determine their effectiveness in terms of protecting natural resources.

NOTE: Monitoring of participating lands is the responsibility of both department PBRS staff and the landowner. This issue is addressed in the Resource Information document (page 4) and detailed below in Recommendation #B12.

E-106 The protection of lands where development would pose hazards to health, property, important ecological functions or environmental quality shall be achieved through acquisition, enhancement, incentive programs and appropriate regulations. The following critical areas are particularly susceptible and shall be protected:
a. Floodways of 100-year floodplains;
b. Slopes with a grade of 40 percent or more or landslide hazards that cannot be mitigated;
c. Wetlands and their protective buffers;
d. Aquatic areas, including streams, lakes, marine shorelines and their protective buffers;
e. Channel migration hazard areas;
f. Critical Aquifer Recharge Areas;
g. Fish and Wildlife Habitat Conservation Areas; and
h. Volcanic hazard areas.

E-421 Terrestrial and aquatic habitats should be conserved and enhanced to protect and improve conditions for fish and wildlife.

NOTE: PBRS is an incentive program provided to encourage voluntary protection of open space resources and maintain high quality resource lands.

E-429 King County should provide incentives for private landowners who are seeking to remove invasive plants and noxious weeds and replace them with native plants.

NOTE: Participation in PBRS requires landowners address invasive plant and noxious weed control and removal within enrolled portions of a property. Replacement with native vegetation is also encouraged via the implementation of approved forest stewardship, rural stewardship or resource restoration plans.

E-443 The county should promote voluntary wildlife habitat enhancement projects by private individuals and businesses through educational, active stewardship, and incentive programs.

E-476 King County should identify upland areas of native vegetation that connect wetlands to upland habitats and that connect upland habitats to each other. The county should seek protection of these areas through acquisition, stewardship plans, and incentive programs such as the Public Benefit Rating System and the Transfer of Development Rights Program.

E-504 King County should protect native plant communities by encouraging management and control of nonnative invasive plants, including aquatic plants. Environmentally sound methods of vegetation control should be used to control noxious weeds.

NOTE: Lands participating in PBRS provide valuable resource protection and promote the preservation or enhancement of native vegetation. Addressing nonnative vegetation (invasive plant species), through control and eradication is a PBRS requirement.

E-449 The county shall promote retention of forest cover and significant trees using a mix of regulations, incentives, and technical assistance.

R-605 Well-managed forestry and agriculture practices are encouraged because of their multiple benefits, including natural resource protection.

NOTE: The implementation of an approved forest stewardship, farm management or rural stewardship plan benefits natural resources, such as wildlife habitat, stream buffers and groundwater protection, as well as fosters the preservation of sustainable resources.

E. PBRS CATEGORIES REQUESTED and DEPARTMENT RECOMMENDATIONS:

Open space resources

- Aquifer protection area
  To be eligible for this category, a property must have a minimum of one acre of which native plants are dominant that is located within a designated critical aquifer recharge area. This property is not located in an area that is designated as a critical aquifer recharge area therefore credit for this category cannot be recommended.
- Buffer to public or current use classified land
  In order to be eligible for this category, the enrolling property must be adjacent to public land or land participating in a current use taxation program (RCW 84.33 or 84.34), which the property is not. The property to the north is privately held by the Chrysalis Estates HOA as an undivided interest which means it is not public land. Additionally, the property is called out as a Sensitive Area Tract and its purpose is for tree retention. It was conveyed when the Chrysalis Estates Plat was recorded in 1999 and the plat notes indicate it is the responsibility of the HOA to maintain, credit for this category cannot be recommended.
- Forest stewardship land
  Although credit was not requested for this category, a forest management plan must be provided and approved for a minimum of four contiguous acres of native forest. Currently, there is only 3.91 acres of forest. The owners are working to improve the health and diversity of their forest, which includes the removal of invasive species and restoration of 1.00 acres of parcel -9108 (outlined in green on the attached map). However, they are uncertain if they want to complete this work through an approved and implemented forest stewardship plan or a resource restoration plan. At this time, credit for this category cannot be recommended because a plan has not been provided that would guide the restoration of the 1.00 acres, which would bring the enrolling acreage to 4.91. If a forest stewardship plan is **provided by October 31, 2017**, and **approved by the department on or before December 29, 2017**, then credit for this category should be awarded administratively. Award of this category may allow forestry activities to occur in the participating open space area. It is the landowner's responsibility to apply for and receive the necessary approvals from the applicable state and local governmental agencies for forestry activities that require a permit or approval, such as clearing and grading. Credit for this category cannot overlap with credit for the resource restoration category.
- Significant wildlife or salmonid habitat
  The property contains habitat for numerous wildlife species, including foraging and nesting habitat for the pileated woodpecker, which is listed as a candidate species of concern by the Washington Department of Fish and Wildlife. Upon conducting a site visit, program staff observed evidence of pileated woodpecker activity and determined the forest on the property is of sufficient age and diversity to support the species regular use of the property. Award of this category is consistent with habitat as defined by KCC 20.36.100, section B.15.a(1). Credit for this category is recommended.
- Scenic resource, viewpoint, or view corridor
  In order to be eligible for this category, a property must be a scenic natural resource significant to the character of the county, provide a viewpoint or contribute to a view corridor. The property is not enrolling at least ten acres of open space and is not visible

from public rights of way, it would not be considered a scenic resource. Since the general public does not access the property to view a noteworthy natural resource, it would not be considered a viewpoint. The property is not part of a recognized view corridor. Credit for this category cannot be recommended.

- Special animal site
  Award of credit for this category requires the property to include or be adjacent to a portion of the county's designated wildlife habitat network, or be identified as an urban natural area by the State's priority habitat and species project. In this case, neither recognized wildlife coverage is identified on the property. Credit for this category cannot be recommended.
- Surface water quality buffer
  The property contains a portion an unnamed stream, most likely a type Np stream. As required by the City of Sammamish code, Chapter 21A.50.330, the buffer width required for a type Np stream is 75 feet. In order to be eligible for this category, the participating land must provide a buffer greater than 1.5 times that required, or 112.50 feet in this case. The owners are providing a buffer of native vegetation to the south of this steam that averages approximately 229 feet in width, which is more than three times the buffer required. Credit for this category is recommended.
- Urban open space
  The property is located within the City of Sammamish. The enrolling property contains more than one acre of natively vegetated open space. Credit for this category is recommended.
- Watershed protection area
  In order to be eligible for this category, the enrolling area must consist of additional native forest cover beyond that required and be at least 65% of the property acreage. At this time, credit for this category cannot be recommended because less than 65% of the property is in native forest cover. **If an approved forest stewardship plan or resource restoration plan is provided by the established deadline and the one acre on parcel -9108 is restored, then credit could be awarded administratively**. By voluntarily enrolling the property in PBRS and not pursuing development or land use that might be allowed under current zoning regulation, the owner is directly contributing to the preservation of forest and open spaces within the city limits. Retention of this urban forest will surpass this category's requirement (if restoration is completed) and promote wildlife habitat, stabilize and enrich existing soils and slow runoff from precipitation, as well as provide many other resource benefits to the surrounding area and City. Once restored, the 4.57 acres of enrolling forest will represent 93% of the property, which exceeds the category requirements and will provide valuable watershed protection benefits.

Bonus categories

- Resource restoration
  In order to be awarded credit for this category, a resource restoration plan must be provided and approved. The owners are working to improve the health and diversity of their forest, including needed restoration and invasive species removal in the 1.00 acres outlined in green. At this time, they are uncertain if they want to complete a forest stewardship plan or a resource restoration plan to guide the completion of this work. Credit for this category cannot be recommended because a plan has not been provided.

However, if a resource restoration plan is **provided by October 31, 2017, and approved by the department on or before December 29, 2017**, then credit for this category should be awarded administratively. Award of this category may allow restoration activities to occur in the participating open space area. It is the landowner's responsibility to apply for and receive the necessary permits from the applicable state and local governmental agencies for activities that may require a permit or approval, such as clearing or grading. Credit for this category cannot overlap with credit for the forest stewardship land category.

- Additional surface water quality buffer
  Although credit for this category was not requested, the property contains a portion an unnamed stream, most likely a type Np stream. As required by the City of Sammamish code, Chapter 21A.50.330, the buffer width required for a type Np stream is 75 feet. In order to be eligible for this category, the participating land must provide a buffer greater than two times that required (or 150 feet) for three points to be awarded or provide a buffer greater than three times that required (or 225 feet) for five points to be awarded. The largest average buffer width being provided is approximately 229 feet on the stream's south side. Credit for this category is recommended.
- Contiguous parcels under separate ownership
  Award of this category requires a PBRS application contain multiple parcels and owners applying and enrolling together. This property contains a single parcel and is not enrolling with other parcel owners. Credit for this category cannot be recommended.

NOTE: It is important to note that enrollment in the PBRS program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B7.

CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS:

1. Approval of the subject request would be consistent with the specific purpose and intent of KCC 20.36.010.
2. Approval of the subject request would be consistent with policy E-101 of the King County Comprehensive Plan.
3. Of the points recommended, the subject request meets the mandatory criteria of KCC 20.36.100 as indicated:

Open space resources

• Aquifer protection area	0
• Buffer to public or current use classified land	0
• Forest stewardship land	*
• Significant wildlife or salmonid habitat	5
• Scenic resource, viewpoint, or view corridor	0
• Special animal site	0

• Surface water quality buffer	5
• Urban open space	5
• Watershed protection area	**
Bonus categories	
• Resource restoration	*
• Additional surface water quality buffer	5
• Contiguous parcels under separate ownership	0
	TOTAL 20 points

NOTE: *If credit is awarded for either the forest stewardship land or resource restoration category, then the point total would increase to 25 and the reduction in land assessed value for the portion enrolled would increase 80%. Additionally, the 1.00 acres outlined in green would be eligible to participate in the PBRS program, increasing the acreage eligible for enrollment to 4.91 acres.

**Additionally, credit for this category could also be recommended if credit is awarded for either the forest stewardship land or resource restoration category. The point total would increase to 30 but the reduction in land assessed value for the portion enrolled would remain at 80%.

PUBLIC BENEFIT RATING
For the purpose of taxation, 20 points result in 30% of market value and a 70% reduction in taxable value for the portion of land enrolled.

B. RECOMMENDATION:

APPROVE the request for current use taxation "Open space" classification with a Public Benefit Rating of 20 points, subject to the following requirements:

Requirements for Property Enrolled in the Public Benefit Rating System Current Use Taxation Program

1. Compliance with these requirements is necessary to continue to receive the tax benefits from the King County Public Benefit Rating System (PBRS) current use taxation program for the property enrolled in the program (Property). Failure to abide by these requirements can result in removal of current use designation and subject the property owner (Owner) to the penalty, tax, and interest provisions of RCW 84.34 and assessment at true and fair value. The County Assessor and the King County Rural and Regional Services Section or its successor may re-evaluate the Property to determine whether removal of the open space designation is appropriate. Removal shall follow the process in RCW 84.34.108.

2. Revisions to these requirements may only occur upon mutual written approval of the Owner and granting authority. These conditions shall apply so long as the Property retains its open space designation. If a conservation easement acceptable to and approved by the City of Sammamish and King County is granted by the Owner or the Owner's successors in interest to the Department of Natural Resources and Parks, King County or a grantee approved by King County, these requirements may be superseded by the terms of such easement, upon written approval by King County.

3. The open space classification for this Property will continue so long as it meets the open space purposes for which it was initially approved. Classification as open space will be removed upon a determination by King County that the Property no longer meets the open space purposes for which it was initially approved. A change in circumstances which diminishes the extent of public benefit from that approved by the City of Sammamish and King County Council in the open space taxation agreement will be cause for removal of the current use assessment classification. It is the Owner's responsibility to notify the Assessor and the King County Rural and Regional Services Section or its successor of a change in circumstance with regard to the Property.

4. When a portion of the open space Property is withdrawn or removed from the program, the King County Rural and Regional Services Section or its successor and the Assessor shall re-evaluate the remaining Property to determine whether it may continue to qualify under the program. If the remaining portion meets the criteria for priority resources, it may continue under current use taxation.

5. Except as provided for in sections 6, 7, 10 and 11 below, no alteration of the open space land or resources shall occur without prior approval by the City of Sammamish and the King County Rural and Regional Services Section or its successor. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject the Property to the additional tax, interest, and penalty provisions of RCW 84.34.080.** "Alteration" means any human-induced action that adversely impacts the existing condition of the open space Property or resources including but not limited to the following: *(Walking, horseback riding, passive recreation or actions taken in conjunction with a resource restoration plan, or other similar approved activities are permitted.)*
   a. erecting structures;
   b. grading;
   c. filling;
   d. dredging;
   e. channelizing;
   f. modifying land or hydrology for surface water management purposes;
   g. cutting, pruning, limbing or topping, clearing, planting, introducing, relocating or removing vegetation, however, selective cutting may be permitted for firewood;
   h. applying herbicides or pesticides or any hazardous or toxic substance;
   i. discharging pollutants excepting stormwater;
   j. paving, construction, application of gravel;
   k. storing of equipment, household supplies, play equipment, or compost;

l. engaging in any other activity that adversely impacts the existing vegetation, hydrology, wildlife, wildlife habitat, or other open space resources.

6. Notwithstanding the provisions of Section 5 trees posing a hazard to structures or major roads may be removed. Any trees removed must be replaced.

7. If an area of the Property becomes or has become infested with noxious weeds, the Owner may be required to submit a control and enhancement plan to the City of Sammamish and the King County Rural and Regional Services Section or its successor in order to remove such weeds. If an area of the Property becomes or has become invaded by non-native species, the Owner may be required to submit, or may voluntarily submit, an enhancement plan to the King County Rural and Regional Services Section or its successor, in order to replace such species with native species or other appropriate vegetation.

8. There shall be no motorized vehicle driving or parking allowed on the open space Property, except for the purpose of forestry or restoration and in areas of the Property being used as forest stewardship or resource restoration land.

9. Grazing of livestock is prohibited on the open space Property.

10. For land designated as forest stewardship land, activities that are consistent with forestry uses and that are consistent with an approved Forest Stewardship Plan for the Property shall be permitted as long as those activities do not cause a significant adverse impact to the resource values of other awarded categories.

11. Resource restoration must be implemented in a timely manner in accordance with any Resource Restoration Plan that applies to the Property and that has been approved by the PBRS Staff. During plan implementation and for the first 5 years of enrollment, the Owner must submit a yearly monitoring report to PBRS Staff describing the progress and success of the restoration, including photographs. An environmental consultant need not prepare the report.

12. An owner of property receiving credit for farm and agricultural conservation land, forest stewardship land, or rural stewardship land, all of which require a stewardship or management plan, must annually provide a monitoring report that describes progress of implementing the plan. The owner must submit this report, which must include a brief description of activities taken to implement the plan and photographs from established points on the property, to the department by email or by other mutually agreed upon method. An environmental consultant need not prepare this report.

13. Enrollment in PBRS does not exempt the Owner from obtaining any required permit or approval for activity or use on the Property.

TRANSMITTED to the parties listed hereafter:

Alexander Pfaffe, applicant
Chris Hankins, Code Compliance Officer, City of Mercer Island
Debra Clark, King County Department of Assessments
Bill Loeber, King County Forester

Exhibit 4

2015 Aerial Photo
1.60 acres
0.52 acres
2025069131
City of Sammamish
2025069129

Exhibit 4

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: 5/10/2017

Originating Department: Community Development

Clearances:

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

Subject: An Ordinance amending the City's sign code to come into compliance with *Reed v. Gilbert,* to address duplicative, expired, and confusing regulations, and improve code enforcement mechanisms.

Action Required: Second reading and adoption of an Ordinance to update sign regulations in Chapters 21A.15, 21A.45, 21B.15, and 21B.45 of the Sammamish Municipal Code presented in Exhibit 1 as recommended by the Planning Commission and as amended through City Council deliberation and detailed in Exhibit 2 as items 1 through 14.

Exhibits:
1. Ordinance w/ Attachment A
2. Decision Matrix

Budget: N/A

Summary Statement:
The Department of Community Development has drafted amendments to Chapters 21A.15, 21A.45, 21B.15, and 21B.45 of the Sammamish Municipal Code (SMC), which contain sign regulations for the City as a whole, as well as the Town Center. This effort is in response to the decision in the 2015 United States Supreme Court case of *Reed v. Town of Gilbert*, which found content-based sign regulations, of which the SMC contains many, an unconstitutional restriction of free speech.

Background:
The City Council held study sessions on the sign code update on May 1 and May 9, 2017, and conducted a public hearing on May 2, 2017, to gather citizen input on the proposed changes. At these meetings, the City Council reviewed the draft code recommended by the Planning Commission and identified the areas of the code that they and the public are most interested in discussing further.

At their May 9, 2017 study session, the City Council deliberated on specific issues identified in previous meetings as being of particular interest. The topics of deliberations included the size, duration, and permitted location of temporary, non-commercial signs, the Community Banner program, permanent signs in residentially zoned areas, and signs associated with properties for sale or rent. A summary of the decisions reached at this meeting can be found in the Decision Matrix (Exhibit 2).

Financial Impact:
N/A – This effort was scheduled and budgeted in the 2017-18 Community Development Department work program.

Recommended Motion:
Adopt the Ordinance to update sign regulations in Chapters 21A.15, 21A.45, 21B.15, and 21B.45 of the Sammamish Municipal Code presented in Exhibit 1 as recommended by the Planning Commission and as amended through City Council deliberation and detailed in Exhibit 2 as items 1 through 14.

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2017-

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING CHAPTERS 21A.15, 21A.45, 21B.15, and 21B.45 OF THE SAMMAMISH MUNICIPAL CODE PERTAINING TO PERMANENT AND TEMPORARY SIGNS

WHEREAS, pursuant to the provisions of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and Chapter 36.70A RCW, the Sammamish City Council has adopted the Sammamish Municipal Code (SMC), including Title 21A, which regulates land use, and Title 21B, which regulates land use in Town Center; and

WHEREAS, in 2015, in the case of *Reed v. Town of Gilbert*, Arizona, the Supreme Court of the United States, in a 9-0 decision, ruled that content-based sign regulations cannot survive strict scrutiny and are unconstitutional restrictions of free speech; and

WHEREAS, it is the intent of the City Council to bring the City into compliance with the findings of *Reed v. Town of Gilbert, Arizona*; and

WHEREAS, SMC Chapters 21A.15, 21A.45, 21B.15, and 21B.45 contain numerous content-based sign regulations; and

WHEREAS, SMC Chapters 21A.15, 21A.45, 21B.15, and 21B.45 also contain regulations and programs that are duplicative, have expired, or are difficult for the public to understand and for the City to enforce; and

WHEREAS, it is the intent of the City Council to make the sign code easier to understand for the general public and to administer and enforce for City staff; and

WHEREAS, the Planning Commission considered proposed amendments to Chapters 21A.15, 21A.45, 21B.15, and 21B.45 SMC during work sessions held on January 19, 2017, February 23, 2017, and March 16, 2017; and

WHEREAS, on April 6, 2017, the Planning Commission held a public hearing on the proposed sign code amendments, considered public comment, and made a recommendation of approval to the City Council; and

WHEREAS, on March 13, 2017, the City submitted the proposed sign code amendments to the Washington State Department of Commerce in accordance with RCW 36.70A.106; and

WHEREAS, an environmental review of the proposed sign code amendments was

conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), including review of a complete SEPA checklist; and

WHEREAS, on April 19, 2017, a SEPA threshold determination of non-significance (DNS) was issued for the proposed sign code amendments and no appeals of the DNS were filed; and

WHEREAS, the City Council considered proposed amendments to Chapters 21A.15, 21A.45, 21B.15, and 21B.45 SMC during work sessions held on May 1, 2017, May 9, 2017, and May 16, 2017; and

WHEREAS, on May 2, 2017, the City Council held a public hearing on the proposed sign code amendments in order to provide further opportunity for public comment and participation; and

WHEREAS, the City Council has determined that the proposed sign code amendments meet the City's goals and objectives to regulate signs in a content-neutral manner;

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

Section 1. Chapters 21A.15, 21A.45, 21B.15, and 21B.45 SMC Amended. Sammamish Municipal Code Chapters 21A.15 ("Technical Terms and Land Use Definitions"), 21A.45 ("Development Standards – Signs"), 21B.15 ("Technical Terms and Land Use Definitions"), and 21B.45 ("Signage") are hereby amended as set forth in Attachment A.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section 3. Effective Date. The 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 MAY 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:	April 25, 2017
Public Hearing:	May 2, 2017
First Reading:	May 2, 2017
Passed by the City Council:	
Publication Date:	
Effective Date:	

Exhibit 1

Chapter 21A.15

TECHNICAL TERMS AND LAND USE DEFINITIONS

21A.15.469.1 Flag.
"Flag" means a fabric sheet of square, rectangular or triangular shape which is mounted on a pole, cable or rope at one (1) end.

21A.15.469.2 Flag, government.
"Flag, government" means any flag or badge or insignia of the United States, State of Washington, King County, City of Sammamish, or official historic plaque of any governmental jurisdiction or agency.

21A.15.1085 Sign.

"Sign" means any device, structure, fixture, or placard that is visible from a public right-of-way or surrounding properties and uses graphics, symbols, or written copy for the purpose of advertising or identifying any establishment, product, goods, or service. (Ord. O2003-132 § 10)

21A.15.1086 Sign, A-Frame.
"Sign, A-frame" means a freestanding 2-panel foldable, portable temporary sign made of rigid material.

21A.15.1090 Sign, awning.

"Sign, awning" means a sign painted on or attached directly to and supported by an awning. An awning may be constructed of rigid or nonrigid materials and may be retractable or nonretractable. (Ord. O2003-132 § 10)

21A.15.1095 Sign, changing message center.

"Sign, changing message center" means an electrically controlled sign that contains advertising messages that changes at intervals of three minutes or greater. (Ord. O2003-132 § 10)

21A.15.~~1096~~1097 Sign, ~~community banner.~~

commercial.

"Sign, ~~community banner~~Commercial" means a ~~temporary~~ sign~~, located on City banner poles, which advertises an event that would provide civic, cultural, educational, philanthropic,~~ erected for a business transaction or ~~service opportunities hosted or promoted by~~advertising the ~~City or a community group that is not-for-profit or nonprofit~~exchange of goods and ~~nonpolitical with an IRS designation of Section 501(c) or (d). (Ord. O2005-180 § 1)~~

~~21A.15.1100 Sign, community bulletin board.~~

~~"Sign, community bulletin board" means a permanent sign which may contain either electronic or permanent graphics, symbols, or words that is used to notify the public of community events and public~~ services~~, and which contains no commercial advertising.~~ ~~(Ord. O2004-153 § 1; Ord. O2003-132 § 10)~~

~~21A.15.1101 Sign, community event.~~

~~"Sign, community event" means a temporary sign announcing or promoting a nonprofit or not-for-profit sponsored community fair, festival, event (community events include but are not limited to regularly scheduled events or meetings by churches, homeowners' associations and other community groups).~~ ~~(Ord. O2005-180 § 1)~~

21A.15.1105 Sign, directional.

"Sign, directional" means a sign that is primarily designed to guide or direct pedestrian or vehicular traffic to an area, business, place, or convenience, and may include incidental graphics such as trade names and trademarks. ~~(Ord. O2003-132 § 10)~~

21A.15.1110 Sign, freestanding.

"Sign, freestanding" means a permanent sign ~~standing~~fixed directly ~~upon~~to the ground or having one or more supports ~~standing~~fixed directly ~~upon~~to the ground, and being detached from any building or fence. (Ord. O2003-132 § 10)

21A.15.1115 Sign, fuel price.

"Sign, fuel price" means a sign utilized to advertise the price of gasoline and/or diesel fuel. (Ord. O2003-132 § 10)

~~21A.15.1117 Sign, fundraising.~~

~~"Sign, fundraising" is a sign that is erected by a nonprofit organization for the purposes of raising money to support a cause or purpose promoted by the nonprofit or not-for-profit organization. (Ord. O2011-305 § 1 (Att. A))~~

21A.15.1120~~-~~ Sign, incidental.

"Sign, incidental" means a sign, emblem or decal designed to inform the public of goods, facilities, or services available on the premises, and may include but not be limited to signs designating:

(1) Restrooms;

(2) Hours of operation;

(3) Acceptable credit cards;

(4) Property ownership or management;

(5) Phone booths; and

(6) Recycling containers. (Ord. O2003-132 § 10)

21A.15.1125 Sign, indirectly illuminated.

"Sign, indirectly illuminated" means a sign that is illuminated entirely from an external artificial source. (Ord. O2003-132 § 10)

21A.15.1130 Sign, monument.

"Sign, monument" means a freestanding sign that is above ground level and is anchored to the ground by a solid base, with no open space between the sign and the ground. (Ord. O2003-132 § 10)

21A.15.1131 Sign, non-commercial.
"Sign, non-commercial" means any sign that is not a commercial sign. This definition also includes signs regarding fund raising or membership drive activities for noncommercial or nonprofit entities or groups.

21A.15.1135 Sign, off-premises directional.

"Sign, off-premises directional" means a sign that contains no advertising of a commercial nature that is used to direct pedestrian or vehicular traffic circulation to a facility, service, or business located on other premises within 660 feet of the sign. (Ord. O2003-132 § 10)

21A.15.1140 Sign, on-premises.

"Sign, on-premises" means a sign that displays a message that is incidental to and directly associated with the use of the property on which it is located. (Ord. O2003-132 § 10)

21A.15.1144 Sign, permanent.
"Sign, permanent" means any sign which is intended to be lasting and is constructed from an enduring material such as masonry and metal which remains unchanged in position, character, and condition (beyond normal wear), and is permanently affixed to the ground, wall or building, provided the sign is listed as a permanent sign in the ordinance.

21A.15.1145 Sign, permanent residential development identification.

"Sign, permanent residential development identification" means a permanent sign identifying the residential development upon which the sign is located. (Ord. O2003-132 § 10)

21A.15.~~1148~~1146 Sign, ~~political.~~

~~"Political sign~~**pole.**
"Sign, pole" means a freestanding sign ~~advertising a candidate~~having one or ~~candidates for public elective office,~~more supports standing directly upon the ground, and being detached from any building or ~~a political party, or signs urging a particular vote on a public issue decided by ballot. (Ord. O2005-180 § 1)~~fence.

21A.15.1150 Sign, portable.

"Sign, portable" means a sign that is capable of being moved and is not permanently affixed to the ground, a structure, or building. (Ord. O2003-132 § 10)

21A.15.1155 Sign, projecting.

"Sign, projecting" means any sign that is attached to and supported by the exterior wall of a building with the exposed face of the sign on a plane perpendicular to the wall of the building, projecting more than one foot from the wall of a building and vertical to the ground. (Ord. O2003-132 § 10)

~~21A.15.1160 Sign, time and temperature.~~

21A.15.1159 Sign, temporary.
"Sign, temporary" means any sign, banner, pennant, or valance constructed of cloth, canvas, light fabric, cardboard, wallboard or other like materials not permanently attached to the ground, wall or building, intended to be displayed for a short period of time only.

21A.15.1160 Sign, time and temperature.
"Sign, time and temperature" means an electrically controlled sign that contains messages for date, time, and temperature, which changes at intervals of one minute or less. (Ord. O2003-132 § 10)

21A.15.1165 Sign, wall.

"Sign, wall" means any sign painted on, or attached directly to and supported by, the wall of a building or structure~~, with the exposed face of the sign on a plane parallel to the portion of the building or structure to which it is attached, projecting no more than one foot from the building or structure, including window~~. All wall signs ~~that~~ are ~~permanently attached.~~building-mounted signs. (Ord. O2003-132 § 10)

21A.15.1166 Sign, window.
"Sign, window" means any sign applied to or mounted on a window.

21A.15.1250 Street frontage.
"Street frontage" means any portion of a lot or combination of lots that directly abut a public right-of-way.
(Ord. O2003-132 § 10)

Chapter 21A.45
~~DEVELOPMENT STANDARDS – SIGNS~~

SIGNAGE

Sections:

~~Article I. General Provisions~~

~~21A.45.010 Purpose.~~

~~21A.45.020 Permit requirements.~~

~~21A.45.030 Exempt signs.~~

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~~21A.45.050~~ 21A.45.010 Purpose.
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21A.45.030 Exempt signs.
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21A.45.050 Sign area calculation.

~~21A.45.060 General sign requirements.~~

~~21A.45.070 Community bulletin board signs.~~

~~21A.45.080 Residential zone signs.~~

~~21A.45.090 Office zone signs.~~

~~21A.45.100 Neighborhood business zone signs.~~

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~~21A.45.120 Signs or displays of limited duration.~~

~~Article II. Electronic Reader Board Pilot Program~~

~~21A.45.130 Pilot program established – Applicability.~~

~~21A.45.140 Definition of electronic reader board sign.~~

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~~**Article I. General Provisions**~~

21A.45.060 Permanent signs.
21A.45.070 Temporary signs.
21A.45.080 Legal non-conforming signs.
21A.45.090 Variance.
21A.45.100 Enforcement.

21A.45.010 Purpose.

The purpose of this chapter is to enhance and protect the economic vitality and visual environment of the City, allow for the expression of free speech, and promote general safety and welfare by:

(1) ~~(1) Establishing standards that regulate~~Regulating the type, number, location, size, and ~~lighting~~illumination of signs; and
(2) ~~(2)~~ Recognizing the ~~private purposes~~purpose of signs for ~~the~~ identification and economic well-being of businesses ~~and promotion of products and services~~in Sammamish; and
(3) ~~(3)~~ Ensuring a safe driving environment; and
~~(3)~~(4) Recognizing and protecting the use of the public ~~purposes of signs that includes considerations of traffic safety, economic, and aesthetic welfare. (Ord. O99-29 § 1)~~right-of-way as a forum for non-commercial speech; and
(5) Facilitating fair and consistent content-neutral enforcement; and
(6) Safeguarding and enhancing property values, attracting new residents, and encouraging orderly development; and
(7) Allowing for limited temporary commercial signage in the public right of way, to provide a flow of commercial information to consumers to enable them to make vital decision of purchasing a home, and to further the critical public goal of providing for equal access to housing; and
(8) Upholding the goals and policies of the Comprehensive Plan.

21A.45.020 Permit requirements.

(1) ~~(1)~~ Except as otherwise ~~permitted by~~provided in this chapter, no sign shall be erected, altered, or relocated ~~without approval by~~within the City~~.~~ without a permit issued by the City.

(2) ~~(2)~~ No ~~building~~ permit shall be required for repainting, cleaning, or other normal maintenance and repair of a permitted sign, or for sign face and copy changes that do not alter the size or structure of the sign. ~~(Ord. O99-29 § 1)~~

21A.45.030 Exempt signs.

The following signs or displays are exempted from the ~~regulations under~~ permitting requirements of this chapter~~:~~, but shall conform to the other requirements set out in this chapter:

(1) ~~(1)~~ Historic ~~site markers or~~ plaques, gravestones, and address numbers;

~~(2) Signs required by law, including but not limited to:~~

(2) ~~(a)~~ Official or legal notices issued and posted by any public agency or court; or

~~(b) Traffic directional or warning signs;~~

(3) ~~(3)~~ Traffic control signs established by the Manual on Uniform Traffic Control Devices (MUTCD) or authorized by City of Sammamish Department of Public Works;

~~(3)~~(4) Plaques, tablets, or inscriptions ~~indicating the name of a building, date of erection, or other commemorative information,~~ which are an integral part of the building structure or are attached flat to the face of the building, which are non-illuminated, and which do not exceed four square feet in surface area;

~~(4)~~(5) ~~(4)~~ Incidental signs, which shall not exceed two square feet in surface area; provided, that said size limitation shall not apply to signs ~~providing directions, warnings, or information~~ when established and maintained by a public agency;

~~(5)~~(6) ~~(5) State or federal~~Government flags; and

~~(6) Religious~~Nonverbal religious symbols~~; and~~

~~(6)~~(7) ~~(7) The flag~~ attached to a place of ~~a commercial institution, provided no more than one flag is permitted per business premises; and further provided the flag does not exceed 20 square feet in surface area. (Ord. O99-29 § 1)~~worship.

21A.45.040 Prohibited signs.

~~Except as indicated by this chapter, the following signs or displays are prohibited:~~

(1) ~~(1)~~ Portable signs including, but not limited to, sandwich/A-frame signs and mobile readerboard signs, and excluding signs permitted under SMC ~~21A.45.120;~~ 21A.45.070;

~~(2) Private signs on utility poles;~~

(2) ~~(3)~~ Signs which, by reason of their size, location, movement, content, coloring, or manner of illumination may be confused with traffic control signs or signals;

(3) ~~(4)~~ Signs located in the public right-of-way, except where permitted in this chapter; provided, that in no case shall temporary signs permitted under SMC ~~21A.45.120~~ 21A.45.070 be located within travel lanes or sidewalks, or be attached to traffic control signs, utility or signal poles;

(4) ~~(5)~~ Posters, pennants, strings of lights, blinking lights, balloons, searchlights, and other displays of a carnival nature; except as architectural features, or on a limited basis as seasonal decorations or as provided for in SMC ~~21A.45.120 as grand opening~~ 21A.45.070 as temporary commercial displays;

(5) ~~(6)~~ Changing message center signs, where the message changes more frequently than every three minutes; and

(6) ~~(7)~~ Billboards. ~~(Ord. O2005-180 § 1; Ord. O99-29 § 1)~~

21A.45.050 Sign area calculation.

~~(a)~~ ~~(1)~~ ~~Sign area for nonmonument freestanding signs shall be calculated by determining the total surface area of the sign as viewed from any single vantage point, excluding support structures.~~

(1) ~~(2)~~ Sign area for pole signs shall be calculated by determining the total surface area of the sign as viewed from any single vantage point, excluding support structures.

~~(1)~~(2) Sign area for letters or symbols painted or mounted directly on walls or monument signs or on the sloping portion of a roof shall be calculated by measuring the smallest single rectangle that will enclose the combined letters and symbols.

~~(2)~~(3) ~~(3)~~ Sign area for signs contained entirely within a cabinet and mounted on a wall, roof, or monument shall be calculated by measuring the entire area of the cabinet. (Ord. O99-29 § 1)

21A.45.060 ~~General sign requirements.~~ SHARE

~~(1) All~~ **Permanent signs**~~, except billboards, community bulletin boards, community identification signs, political signs, real estate signs, and special event signs shall be on-premises signs; provided, that uses located on lots without public street frontage in business and office zones may have one off-premises directional sign of no more than 16 square feet.~~.

~~(2) Fuel price signs shall not be included in sign area or number limitations of SMC 21A.45.090 through 21A.45.110, provided such signs do not exceed 20 square feet per street frontage.~~

~~(3) Projecting and awning signs and signs mounted on the sloping portion of roofs shall not be permitted for uses in the residential zones. In other zones, projecting and awning signs and signs mounted on the sloping portion of roofs may be used in lieu of wall signs, provided:~~

~~(a) They maintain a minimum clearance of eight feet above finished grade;~~

~~(b) They do not project more than six feet perpendicular from the supporting building facade;~~

~~(c) They meet the standards of subsection (10) of this section if mounted on the roof of a building; and~~

~~(d) They shall not exceed the number or size permitted for wall signs in a zone.~~

~~(4) Changing message center signs and time and temperature signs, which can be wall or freestanding signs, shall not exceed the size permitted for wall or freestanding signs, and shall be permitted only in the NB, CB, and O zones, except that changing message center signs may be permitted in the R zone, subject to the provisions of SMC 21A.45.070. Changing message center signs and time and temperature signs shall not exceed the maximum sign height permitted in the zone.~~

(1) ~~(5)~~ Table of Permitted Signs

The table below outlines the regulations for permanent signs in the City of Sammamish. All permanent signs must be approved through the permitting process. Unless otherwise stated herein, all permanent signs must be on-site. No permanent sign may be placed in the City's right-of-way.

Key

X – Prohibited

N/A – Not Applicable – Sign Type Not Allowed in Zone

	Residential Zone	Community Business Zone(1)(2)	Neighborhood Business Zone(1)(2)	Office Zone(1)(2)
	Freestanding Signs(3)			
Quantity(4)	X	One per street frontage(5)		One per street frontage
Maximum Sign Area	N/A	85 sq ft, + 20 sq ft for each additional business in a multiple tenant structure up to 145 sq ft.	50 sq ft	
Combined Sign Area Limit for Lots with Multiple Freestanding Signs(6)	N/A	250 sq ft	150 sq ft	80 sq ft
Maximum Height	N/A	20 feet	15 feet	
	Home Business Signs			
Maximum Sign Area(7)	6 sq ft	N/A		
	Permanent Residential Development Identification Signs			
Quantity	Two one-sided signs or one two-sided sign per major entrance	Two one-sided signs or one two-sided sign per major entrance (8)		
Maximum Sign Area	32 sq ft per sign	32 sq ft per sign		
Maximum Sign Height	6 ft per sign (9)	N/A		
	Projecting or Awning Signs Mounted on the Sloping Portion of Roofs (10)			
Quantity (11)	X	One Allowed in Lieu of Wall Signs		
Maximum Sign Area	N/A	No greater than 15 percent of building façade	No greater than 10 percent of building façade	

	Residential Zone	Community Business Zone(1)(2)	Neighborhood Business Zone(1)(2)	Office Zone(1)(2)
Minimum Clearance above Finished Grade (12)	N/A	8 ft		
Maximum Projection, Perpendicular from Supporting Building Façade	N/A	6 ft		
	Signs on Property with Public Agency Facilities (13)			
Quantity	2 per Facility	X		
Maximum Sign Area	30 sq ft	N/A		
Maximum Height	6 ft	N/A		
	Sign on Residentially Zoned Property with Nonresidential Use (14)			
Quantity	One	X		
Maximum Sign Area	25 sq ft	N/A		
Maximum Height	6 ft	N/A		
	Wall Signs			
Maximum Sign Area (15)	N/A (16)	15 percent of building façade	10 percent of building façade	10 percent of building façade (17)

Development Conditions

1. Directional signs for surface parking areas or parking structures located in the R-, CB, NB, and O-Zones shall not be included in the sign area or number ~~limitation of SMC 21A.45.080 through 21A.45.110, provided~~limitations stated in this table, provided that they shall not exceed six square feet in surface area and are limited to one for each entrance or exit ~~to surface parking areas or parking structure.~~.

~~(6) Sign Illumination and Glare.~~

2. ~~(a) All~~Fuel price signs shall not be included in ~~the NB, CB,~~sign area or ~~O zones,~~number limitations referenced in this table, provided such signs do not exceed 20 square feet per street frontage.

3. Changing message center signs and time and ~~community bulletin boards~~temperature signs can be wall or freestanding signs, and shall not exceed the size permitted for wall or freestanding signs.

4. Corner lots with a street frontage of less than 100 feet on each street shall be permitted only one freestanding sign.

~~2.~~5. Multiple tenant developments in the ~~R~~CB and NB zone~~,~~ that have more than 300 feet of street frontage on one street may ~~be internally illuminated;~~have one additional freestanding sign for each 300 feet of street frontage, or portion thereof. Such signs shall be separated from one another by a minimum of 150 feet, if located on the same street frontage.

~~(b) Unless otherwise provided for in subsection (6)(a) of this section, signs in the R-zones may only be indirectly illuminated, provided the light source for indirectly illuminated signs shall be no farther away from the sign than the height of the sign;~~

~~(c) Indirectly illuminated signs shall be arranged so that no direct rays of light are projected from such artificial source into residences or any street right-of-way;~~

~~(d) Electrical requirements for signs shall be governed by Chapter 19.28 RCW and Chapter 296-46-910 WAC; and~~

~~(e) Signs with an on/off operation shall be permitted only in the CB zone.~~

~~(7) Maximum height for wall signs shall not extend above the highest exterior wall or structure upon which the sign is located.~~

~~(8) Maximum height for projecting signs shall not extend above the highest exterior wall upon which the projecting sign is located.~~

~~(9) Maximum height for awning signs shall not extend above the height of the awning upon which the awning sign is located.~~

6. ~~(10)~~ On lots where more than one freestanding sign is permitted, the sign area permitted for individual freestanding signs may be combined.

7. Home business signs may only be wall signs.

8. Permanent residential identification signs are only allowed in the NB, CB, and O-Zones as part of a mixed-use development.

9. Applicable only to freestanding signs.

~~3.~~10. Any sign attached to the sloping surface of a roof shall be installed or erected in such a manner that there are no visible support structures, shall appear to be part of the building itself, and shall not extend above the roof ridge line of the portion of the roof upon which the sign is attached.

~~(11) Except as otherwise permitted by this chapter, off-premises directional~~ Maximum height for awning signs shall not ~~exceed four square feet in sign area.~~

~~(12) Mixed-use developments in~~ extend above the ~~NB, CB, or O zones are permitted one permanent residential identification sign not exceeding 32 square feet in addition to the maximum sign area requirements in the zone where the mixed-use development is located. (Ord. O2004-153 § 2; Ord. O99-29 § 1)~~

~~21A.45.070 Community bulletin board signs.~~

~~One community bulletin board sign is permitted within the Sammamish Commons Comprehensive Plan designated center with the following limitations:~~

~~(1) Community bulletin board signs may not exceed 32 square feet and are only permitted at City Hall. (Ord. O2004-153 § 3; Ord. O99-29 § 1)~~

~~21A.45.080 Residential zone signs.~~

~~Signs in the R zone are limited as follows:~~

~~(1) Nonresidential Use.~~

~~(a) One sign identifying nonresidential uses on the same residential parcel, not otherwise regulated by this section, not exceeding 25 square feet and not exceeding six feet in height is permitted;~~

~~4.~~11. ~~(b) Schools are permitted one sign per school or school facility entrance, not exceeding 25 square feet and not exceeding six feet in~~ height~~,~~ of the awning upon which ~~may be located in the setback. Two additional wall signs not exceeding 25 square feet attached directly to the school or school facility are permitted;~~the awning sign is located.

~~(c) Public agency facilities, including but not limited to civic centers, community centers, public agency offices, and public utility yards, are permitted two signs for each facility. Each sign shall be limited to a sign area of not more than 30 square feet and not exceeding a height of more than six feet for freestanding signs;~~

~~(d) Home occupation and home industry signs are limited to wall signs not exceeding six square feet.~~

~~(2) Residential Use.~~

12. ~~(a) One~~ Maximum height for projecting signs shall not extend above the highest exterior wall upon which the projecting sign is located.

13. See SMC 21A.15.915 for a list of permitted public agencies.

Non-residential ~~identification sign not exceeding two square feet is permitted; and~~

~~5.~~14. ~~(b) One permanent~~ uses of residential ~~development identification sign not exceeding 32 square feet is permitted per development. The maximum height for the sign shall be six feet. The sign may be freestanding or mounted on a wall, fence, or other structure. (Ord. O2009-249 § 1; Ord. O2005-180 § 1; Ord. O99-29 § 1)~~property as outlined in Chapter 21A.20 SMC.

~~21A.45.090 Office zone signs.~~

~~Signs in the O zones shall be limited as follows:~~

15. ~~(1)~~ Maximum height for wall signs and changing message center signs shall not extend above the highest exterior wall or structure upon which the sign is located.

16. Wall signs are ~~permitted, provided they do not total an area more than 10 percent of the building facade on which they are located and provided they are limited to~~ allowed in Residential zones to identify schools, home businesses, and other non-residential uses, subject to the regulations listed in this table.

~~6.~~17. Only on building facades with street frontage.

~~(1)~~(2) ~~(2) Freestanding~~Illumination of Permanent Signs~~.~~

~~(a) One freestanding sign not exceeding 50 square feet is permitted for each street frontage of the lot, provided corner lots with a street frontage of less than 100 feet on each street shall be permitted only one freestanding sign;~~

~~(b) On lots where more than one freestanding sign is permitted, the sign area permitted for individual freestanding signs may be combined; provided the combined sign does not exceed 80 square feet; and~~

~~(c) The maximum height for freestanding signs shall be 15 feet. (Ord. O99-29 § 1)~~

~~21A.45.100 Neighborhood business zone signs.~~

~~Signs in the NB zones shall be limited as follows:~~

~~(1) Wall signs are permitted, provided they do not total an area more than 10 percent of the building facade on which they are located;~~

~~(2) Freestanding Signs.~~

~~(a) One freestanding sign not exceeding 50 square feet is permitted for each street frontage of the lot, provided corner lots with a street frontage of less than 100 feet on each street shall be permitted only one freestanding sign;~~

~~(b) Multiple tenant developments that have more than 300 feet of street frontage on one street may have one additional freestanding sign for each 300 feet of street frontage, or portion thereof. Such signs shall be separated from one another by a minimum of 150 feet, if located on the same street frontage;~~

~~(c) On lots where more than one freestanding sign is permitted, the sign area permitted for individual freestanding signs may be combined; provided the combined sign does not exceed 150 square feet; and~~

~~(d) The maximum height for freestanding signs shall be 15 feet. (Ord. O99-29 § 1)~~

The table below outlines the regulations for illumination of permanent signs in the City of Sammamish. Temporary signs, governed by SMC21A.45.070, shall not be illuminated. All permanent signs, including the requested illumination, must be approved through the permitting process. All electrical components for signs shall be governed by Chapter 19.28 RCW and Chapter 296-46-910 WAC.

Key

P – Permitted, pursuant to Permit issued by City

X – Prohibited

	R-Zone	CB-Zone	NB-Zone	Office Zone
Internal Illumination (1)	X	P		
Indirect Illumination (1)(2)	P			
Signs with an On/Off Operation	X	P	X	

Development Conditions

1. The light source for indirectly illuminated signs shall be no farther away from the sign than the height of the sign.

2. Indirectly illuminated signs shall be arranged so that no direct rays of light are projected from such artificial source into residences or any street right-of-way.

21A.45.~~110 Community business zone~~070 Temporary signs. SHARE

~~Signs in the CB zone shall be limited as follows:~~

~~(1) Wall signs are permitted, provided they do not total an area more than 15 percent of the building facade on which they are located;~~

~~(2) Freestanding Signs.~~

~~(a) One freestanding sign not exceeding 85 square feet, plus an additional 20 square feet for each additional business in a multiple tenant structure but not to exceed 145 square feet total, is permitted for each street frontage of the lot, provided corner lots with a street frontage of less than 100 feet on each street shall be permitted only one freestanding sign;~~

~~(b) Multiple tenant developments that have more than 300 feet of street frontage on one street may have one additional freestanding sign for each 300 feet of street frontage, or portion thereof. Such signs shall be separated from one another by a minimum of 150 feet, if located on the same street frontage;~~

~~(c) On lots where more than one freestanding sign is permitted, the sign area permitted for individual freestanding signs may be combined provided the combined sign area does not exceed 250 square feet; and~~

~~(d) The maximum height for freestanding signs shall be 20 feet. (Ord. O99-29 § 1)~~

~~21A.45.120 Signs or displays of limited duration.~~

The following temporary signs or displays are permitted and, except as required by the International Building Code~~, Chapter 16.20~~; Chapter 16.20 SMC, Construction Administrative Code~~,~~; or as otherwise required in this chapter, do not require ~~building permits:~~a sign permit, subject to the requirements set out in this chapter. All temporary signs shall not obstruct sight distances and shall follow the regulations prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, and by SMC 21A.25.220, Sight distance requirements. No temporary signs shall be located within center medians or within roundabouts, traffic circles, or islands. Temporary signs shall not be illuminated.

(1) ~~(1) Grand Opening~~Non-Commercial Temporary Signs.
No sign permit is required to post a non-commercial temporary sign in the public right-of-way or on private property if it meets the requirements in this section and in the following table. Non-commercial temporary signs not conforming to the regulations of this section may be approved through a right-of-way permit.

a) Non-commercial temporary signs may be placed between the sidewalk and the right-of-way line. On roads that only have a shoulder and do not have a sidewalk, non-commercial temporary signs must be placed a minimum of 3 feet from the edge of the asphalt.
b) Non-commercial temporary signs shall not be placed in the right-of-way within a 150-foot radius of the center of an intersection.
c) The City Engineer, in consultation with the director of public works or their designee, and following review of applicable state and city codes, may approve non-commercial temporary sign placement in the improved portion of the public right-of-way or within a 150-foot radius of the

center of an intersection provided that the location and sign characteristics will not present a traffic safety issue.

d) Non-commercial temporary signs shall not be placed in a manner that negatively affects the health of trees, shrubs, or other landscaping.

	Non-Commercial Temporary Sign Type I – Placed in Public Right-of-Way (Non-A-Frame)	Non-Commercial Temporary Sign Type II – Placed in Public Right-of-Way (A-Frame)	Non-Commercial Temporary Sign Type III – Private Property (All Sign Types) (1)
Size Limit	4 sq ft	6 sq ft	16 sq ft if located less than 50 feet from a street property line; 32 sq ft if located 50 feet or more from a street property line
Height Limit	3 ft above grade	3.5 ft	8 ft
Duration	180 consecutive days	2 consecutive days	180 consecutive days

Development Conditions

1. Placement of off-premises non-commercial temporary signs on private property is subject to the landowner's authorization.

~~(1)~~(2) Temporary Commercial Displays~~.~~

~~(a)~~ Signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to ~~one month to announce the opening of a new enterprise or the opening of an enterprise under new management; and~~30 consecutive days once each calendar year at businesses located in Sammamish in the CB, NB, or O-Zones.

~~(b) All grand opening displays shall be removed upon the expiration of 30 consecutive days;~~

~~(2)~~(3) ~~(2)~~ Signs Located on Property with Active Construction ~~Signs.~~

~~(a) Construction signs identifying architects, engineers, planners, contractors, or other individuals or firms involved with the construction of a building and announcing the character of the building or the purpose for which the building is intended may be displayed;~~

(a) ~~(b)~~ One non-illuminated, double-faced sign is permitted for each public street upon which the project fronts;
(b) ~~(c)~~ No sign shall exceed 32 square feet in surface area or 10 feet in height, or be located closer than 30 feet from the property line of the adjoining property; and

~~(d) Construction signs~~Signs must be removed by the date of first occupancy of the premises or one year after placement of the sign, whichever occurs first~~;~~

(c) ~~(3) Political~~ .

(4) Signs~~. Political signs are~~ Associated with Properties for Sale or Rent

	Signs Located On Property with Individual Unit for Sale or Rent
Sign Quantity	One per public street frontage
Permitted Location	Public street frontage
Permitted Duration	Signs shall be removed within five days after closing of the sale, lease or rental of the property.
Maximum Sign Area	8 sq ft
Maximum Height	6 ft
	Signs Located Off-Site of Property with Individual Unit for Sale or Rent (1)
Sign Quantity	One (2)
Permitted Location	Public right-of-way adjacent to the intersection of the primary vehicle entrance to the property and closest public street.
Permitted Duration	Signs shall be removed within five days after closing of the sale, lease or rental of the property.
Maximum Sign Area	4 sq ft
	Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)
Maximum Sign Area	6 sq ft
Maximum Height	42 inches
	Signs on Property with Commercial or Industrial Property for Sale or Rent
Sign Quantity	One
Permitted Location	Public street frontage
Maximum Sign Area	32 sq ft
Maximum Height	12 ft
	Signs on Newly Constructed Residential Developments for Sale
Sign Quantity	One
Permitted Location	Public street frontage
Maximum Sign Area	32 sq ft
Maximum Height	12 ft
	Directional Signs Located Off-site Of Newly Constructed Residential Developments for Sale
Sign Quantity	Two
Permitted Location	Private property (with permission); public right-of-way
Maximum Sign Area	16 sq ft

Development Conditions

Only allowed~~, subject to the following requirements:~~

(for properties with a) Location.

(i) Political signs may be displayed on private property with the consent of the property owner;

(ii) Political signs may be displayed within public easements or streets; provided, that signs shall not be located within the center median of principal, minor, and collector arterials (as defined) or within roundabouts, traffic circles, or islands;

(iii) Political signs located pursuant to subsection (3)(a)(i) or (ii) of this section shall not obstruct sight distances as prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21A.25.220, Sight distance requirements.

(b) Specifications.

(i) Political signs located on private property may have a maximum sign area of up to 32 square feet;

(ii) Freestanding political signs on private property may be up to eight feet tall;

(iii) Political signs located on or within public easements or streets may have a maximum sign area of up to four square feet and may be up to three feet tall above grade;

(iv) Political signs located within 15 feet of a street corner or driveway, as further identified in Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21A.25.220, Sight distance requirements, shall be further limited in sign area and height as necessary to satisfy sight distance limitations;

(c) Removal.

(i) Political signs shall be removed within seven days following the election;

(ii) Property owners shall be responsible for the removal of political signs located on private property;

(iii) The campaign officer or responsible official shall be responsible for the removal of political signs located on or within public easements or streets;

~~(4) Real Estate Signs. All temporary real estate signs may be single- or double-faced signs:~~

~~(a) Signs advertising an individual residential~~ unit for sale or rent ~~are allowed without city permits, subject to the following:~~

~~(i) Location.~~

~~(A) One on-site sign per street frontage;~~

~~(B) One off-site sign is allowed on private property or city street right-of-way between the effective date the ordinance codified in this section and December 31, 2010, subject to the following:~~

1. ~~(1) The individual residential unit or property for sale or rent~~ that is not located adjacent to a public street~~;~~.

~~(2) The off-site sign is located on private property or city street right-of-way, adjacent to the intersection of the primary vehicle entrance to the property and closest public street;~~

~~(3)~~ When more than three off-site real estate signs are proposed for a location, the fourth proposed sign owner shall install and make available to other licensed real estate agents a frame, designed to allow for a minimum of six signs to be hung in a stacked fashion, to accommodate multiple signs;

~~(4) Off-site real estate signage displayed on private property shall be with the consent of the property owner; and~~

~~(5) Signs located in the city street right-of-way shall be located outside of the improved portion of the right-of-way (behind the sidewalk, roadway shoulder, drainage ditch, etc., whichever is furthest from the traveled roadway), and may be removed by the city if determined to be a hazard or if the placement is otherwise in conflict with the public use of the right-of-way;~~

~~(C) All signs located on a street corner or driveway shall conform with Chapter 14.01 SMC, Public Works Standards Adopted, and SMC 21A.25.220, Sight distance requirements.~~

~~(ii) Specifications.~~

~~(A) On-site signs shall not exceed eight square feet in area;~~

~~(B) On-site signs shall not exceed six feet in height;~~

~~(C) Individual off-site signs shall not exceed an area of four square feet;~~

~~(D)~~ Frames installed to hold multiple real estate signs shall not exceed a height of six feet~~;~~

~~(E) Off-site signs located on a frame shall be designed to allow for a minimum of six signs to be hung, in a stacked fashion;~~

~~(F) Real estate offices or individual realtors that are advertising the sale or lease of more than one property at a corner shall be limited to one sign; and~~

2. ~~(G)~~ . Off-site signs located on a frame shall individually not exceed a height of one and a half feet, a width of two feet, and an area of three square feet.

~~(iii) Removal.~~

~~(A) Signs shall be removed within five days after closing of the sale, lease or rental of the property.~~

~~(b) Portable off-premises residential directional signs announcing directions to an open house at a specified residence that is offered for sale or rent shall not exceed six square feet in area for each sign, and shall not exceed 42 inches in height.~~

3. Such signs shall be permitted only when the agent or seller is in attendance at the property for sale or rent and may be located on the right-of-way outside of vehicular and bicycle lanes.

~~(c) On-site commercial (nonresidential) or industrial property for sale or rent signs shall be limited to one sign per street frontage, and shall not exceed 32 square feet in area. The sign shall not exceed 12 feet in height. The sign shall be removed within five days after closing of the sale, lease or rental of the property. A building permit is required and shall be issued for a one-year period. The permit is renewable for one-year increments up to a maximum of three years.~~

~~(d) On-site residential development for sale or rent signs shall be limited to one sign per development. The sign shall not exceed 32 square feet in area, and shall not exceed 12 feet in height. A building permit is required and shall be issued for a one-year period. The permit is renewable annually for up to a maximum of three years.~~

~~(e) Off-site directional signs for residential developments shall be limited to six signs. Each sign shall not exceed 16 square feet in area, and shall include only the name of and directions to the residential development. The sign(s) shall be placed a maximum of two road miles from the nearest residential development entrance. No two signs for one residential development shall be located closer than 500 feet from one another on the same street. A single building permit is required for all signs and shall be issued for a one-year period. The permit number and the permit expiration date must be clearly displayed on the face of each sign. The permit is renewable for one-year increments up to a maximum of three years; provided, that extensions will only be granted if the sign permit applicant has complied with the applicable regulations.~~

~~(f) Residential on-premises informational signs shall be limited to one sign per feature, including but not limited to signs for information centers, model homes, parking areas or announcing features such as parks, playgrounds, or trails. Each sign shall not exceed 16 square feet in area, and shall not exceed six feet in height;~~

~~(5) Community Event Signs. Community event signs are allowed, subject to the following requirements:~~

~~(a) Location.~~

~~(i) Community event signs may be displayed on private property with the consent of the property owner.~~

~~(ii) Community event signs may be displayed within public easements or streets; provided, that:~~

~~(A) Signs shall be A-frame signs as specified in subsection (5)(b) of this section; and~~

~~(B) Signs shall not be located within the center median of principal, minor, and collector arterials (as defined) or within roundabouts, traffic circles or islands.~~

~~(iii) Community event signs located pursuant to subsection (5)(a)(i) or (ii) of this section shall not obstruct sight distances as prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21A.25.220, Sight distance requirements.~~

~~(iv) The director, in consultation with the City engineer, and following review of applicable state and City codes, may approve temporary sign placement in the public right-of-way on hardscape areas~~

~~(i.e., concrete pads or other sidewalk areas not used for pedestrian travel); provided, that sign location does not conflict with subsection (5)(a)(i) or (ii) of this section.~~

~~(b) Specifications.~~

~~(i) Community event signs on private property may have a maximum sign area of 32 square feet;~~

~~(ii) Community event signs on public easements or streets shall be "A-frame" signs that shall not exceed six square feet in area for each sign, and shall not exceed 42 inches in height;~~

~~(iii) Community event signs located within 15 feet of a street corner or driveway, as further identified in Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21A.25.220, Sight distance requirements, shall be further limited in sign area and height as necessary to satisfy sight distance limitations; and~~

~~(iv) Community event signs shall be stationary and shall not be illuminated.~~

~~(c) Removal.~~

~~(i) Community event signs shall be removed within seven days following the end of the community fair, festival, or event; provided, that the signs shall not be displayed for more than a total of 21 calendar days; and~~

~~(ii) Sign removal shall be the responsibility of the event sponsor;~~

~~(6) Community Banners Sign. Community banners are allowed subject to the following provisions:~~

~~(a) Community banners shall only be located on public banner poles erected by the City for that use;~~

~~(b) Letters on the sign shall not be less than 12 inches in height except for lettering associated with sponsor logos;~~

~~(c) Banners shall not be illuminated or have any attention-getting lights; and~~

~~(d) Sponsor logos shall be limited to the name and corporate symbol of the sponsor.~~

~~(7) Fundraising Sign. Fundraising signs are allowed subject to the following provisions:~~

~~(a) Location.~~

~~(i) Fundraising signs may only be located on private property as follows:~~

~~(A) On any property zoned office (O), community business (CB), neighborhood business (NB), and Town Center A (TC-A); or~~

~~(B) On property with a residential zoning designation (R), where such property abuts a principal, minor, or collector arterial.~~

~~(ii) No more than one fundraising sign may be located on any one property;~~

~~(iii) Any fundraising sign authorized located on a street corner or driveway shall conform to Chapter 14.01 SMC, Public Works Standards, and SMC 21A.25.220, Sight distance requirements; and~~

~~(iv) All signs shall be located on private property with the written permission of the property owner.~~

~~(b) Specifications. Fundraising signs may be attached to a wall or be freestanding signs subject to the following design specifications:~~

~~(i) Fundraising signs located on property zoned O, CB, NB, and TC-A shall be limited to a maximum area of 32 square feet;~~

~~(ii) Fundraising signs located on property zoned residential (R):~~

~~(A) Shall be limited to a maximum area of 16 square feet if located less than 50 feet from a street property line; and~~

~~(B) Shall be limited to a maximum area of 32 square feet if located 50 feet or more from a street property line;~~

~~(iii) Signs shall not be illuminated;~~

~~(iv) Freestanding signs shall not exceed a height of eight feet;~~

~~(v) All signs shall be constructed of a solid opaque material; and~~

~~(vi) Freestanding signs shall be located outside of required zoning setbacks.~~

~~(c) Removal.~~

~~(i) A permit is required and shall be issued for a six-month period. The permit number and the permit expiration date must be clearly displayed on the face of each sign. The permit may be renewed upon payment of the required fee and subject to further review and approval under the requirements of this section;~~

~~(ii) Removal of the fundraising sign is the responsibility of the property owner and/or applicant. (Ord. O2011-305 § 1 (Att. A); Ord. O2009-258 § 1 (Att. A); Ord. O2009-249 § 1; O2005-180 § 1; Ord. O99-29 § 1)~~

~~Article II. Electronic Reader Board Pilot Program~~

~~21A.45.130 Pilot program established – Applicability.~~

~~A pilot program is hereby established to allow high schools located on the east side of 228th Avenue, between the intersections of SE 13th Way and 228th Avenue SE and NE 8th Street and 228th Avenue NE, to install one freestanding electronic reader board sign as provided in this article. (Ord. O2009-266 § 1)~~

~~21A.45.140 Definition of electronic reader board sign.~~

~~For the purposes of this article, "electronic reader board sign" means an electronically controlled sign that contains temporary text messages that can be changed from time to time. (Ord. O2009-266 § 2)~~

~~21A.45.150 Location of electronic reader board signs.~~

~~Any electronic reader board sign located on a street corner or driveway shall conform with Chapter 14.01 SMC, Public Works Standards Adopted, and SMC 21A.25.220, Sight distance requirements. (Ord. O2009-266 § 3)~~

~~21A.45.160 Specifications of electronic reader board signs.~~

~~Electronic reader board signs authorized by this article may be attached to the school wall or be freestanding signs, subject to the following design specifications:~~

~~(1) All signs shall be limited to an area of 32 square feet;~~

~~(2) Freestanding signs shall not exceed a height of 10 feet;~~

~~(3) Signs shall be designed to prevent light and glare from being visible to adjacent residential properties;~~

~~(4) Signs shall automatically dim during hours of darkness;~~

~~(5) Signs shall be turned off between the hours of 10:00 p.m. and 6:00 a.m. except during emergencies;~~

~~(6) Signs shall not contain moving graphics, text, or video;~~

~~(7) Sign messages shall not change more than once every 60 seconds;~~

~~(8) The interval between successive messages shall be zero seconds;~~

~~(9) Message sequencing is prohibited;~~

~~(10) Telephone numbers, website addresses, and instructions are prohibited;~~

~~(11) Letter height on the signs shall be between 10 and 24 inches;~~

~~(12) Freestanding signs shall be located within 50 feet of the school entrance on 228th Avenue;~~

~~(13) Sign messages shall be limited to providing school-related information, announcing or promoting a school or community fair, festival, event, or in the case of emergencies, emergency information; and~~

~~(14) If the City public works department determines that a sign constitutes a health and safety hazard, additional conditions may be imposed to address the hazard(s). (Ord. O2009-266 § 4)~~

~~21A.45.170 Pilot program monitoring.~~

SHARE

~~The department of community development shall monitor the effect of any sign installed pursuant to the provisions of this pilot program. Such monitoring may include tracking any increase in traffic incidents, citizen comments or complaints, and any other information related to the viability of long-term authorization of the electronic signs. (Ord. O2009-266 § 5)~~

~~21A.45.180 Duration of pilot program.~~

SHARE

~~The duration of the pilot program shall be five years from the effective date of the ordinance codified in this article, or as otherwise may be established by City council. Electronic reader board signs constructed in compliance with this article shall be considered legally established, nonconforming signs subject to the provisions of Chapter 21A.70 SMC. (Ord. O2009-266 § 6)~~

21A.45.080 Legal non-conforming signs

(1) Any sign located within the city limits on the date of adoption of the ordinance codified in this title, or located in an area annexed to the city thereafter, which does not conform with the provisions of this code, shall be considered a legal nonconforming sign and is permitted, provided it also meets the following requirements:
   a) The sign was covered by a permit on the date of adoption of the ordinance codified in this title if one was required under applicable law; or
   b) If no permit was required under applicable law for the sign in question, the sign was in all respects compliant with applicable law on the date of adoption of the ordinance codified in this title.

(2) Loss of Legal Nonconforming Status.

Nonconforming signs shall not be altered in size, shape, height, location, or structural components without being brought to compliance with the requirements of this code. Repair and maintenance are allowable, but may require a permit if structural components require repair or replacement.

21A.45.090 Variance

(1) A sign variance is categorized as a Type 1 land use application and shall be subject to the requirements of SMC 21A.110.030. Variances from the terms of this chapter may be granted by Director of Community Development upon proper application. Variances may be granted when, because of unique circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict interpretation of the regulations of this chapter deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classifications.

(2) The variance shall not constitute a grant of special privilege inconsistent with a limitation upon uses of other properties in the vicinity and zone in which such property is situated.

21A.45.100 – Enforcement

(1) Compliance with other applicable codes.
All signs erected or altered under this chapter must comply with all applicable federal, state and local regulations relating to signs, including without limitation the provisions of the International Building Code as adopted in SMC 16.05.010 by the city. If any provision of this code is found to be in conflict with any provision of any zoning, building, fire, safety or health ordinance or code of the city, the provision which establishes the higher standard shall prevail.

(2) Sign maintenance.
All permanent and temporary signs must be kept in good repair and in a safe manner at all times. The sign owner must repair damaged or deteriorated signs within 30 days of notification by the City. The area surrounding freestanding signs must be kept free of litter and debris at all times.

(3) Inspection.
Code enforcement officers are authorized to inspect any sign covered by this chapter for the purpose of inspection of the sign, its structural and electrical connections, and to ensure compliance with the provisions of this code. Such inspections shall be carried out during business hours, unless an

emergency exists.

(4) Abatement.
In addition to the abatement authority provided by proceedings under SMC 21A.115.030, the City or its agents may summarily remove any sign placed on a right-of-way or public property in violation of the terms of this chapter under the following circumstances:

(a) When a sign is determined by the City Engineer or Director of Community Development to present an immediate threat to the safety, health, and welfare of the public;

(b) When a sign is illegally placed within the public right-of-way, within a landscape median, landscape island, traffic circle, attached to a utility pole or city traffic sign, upon public sidewalks or roadway, or on any public building or structure when such facilities are located on public property or within public right-of-way;

(c) When a sign is determined by the City to be abandoned; provided, that the city must first provide fourteen days' notice to the underlying property owner or business owner that the sign is deemed abandoned;

(d) Disposal of Signs. When a sign has been removed by the City as authorized by this section, the City shall take the following actions:

i. The City shall hold a sign for at least seven days. After seven days the City may dispose of the sign without prior notice to the sign owner. The City shall not be responsible for damage or loss during removal or storage of any signs in violation of this code. Sign owners wishing to reacquire possession of removed signs prior to their disposal shall pay an impoundment fee pursuant to SMC 23.100.010.

ii. For signs with a fair market value exceeding five hundred dollars, the City shall provide notice by mail to the following:

A. Sign Owner. If the mailing address can be determined by the City after reasonable efforts in investigation. "Reasonable efforts" shall include investigation efforts that take no longer than one-half hour of staff time.

B. Underlying Property Owner. If the address of the sign owner cannot be reasonably ascertained, the City shall mail the notice to the underlying real property owner, as identified in the records of the King County Assessor's Office.

23.100.010 Assessment schedule

Code Enforcement Penalties:	
Infraction	up to $500
Stop Work Order	up to $500
Noncompliance:	

1 – 15 days	$100 up to $250 per day
16 – 31 days	$250 up to $500 per day
31+ days	$500 up to $1,000 per day (up to $50,000 maximum)
Environmental Damage/Critical Areas Violations:	
Up to $25,000 plus the cost of restoration.	
Unlawful Tree Removal or Damage:	
$1,500 per inch of diameter at breast height of tree removed or damaged.	
$25 fee per sign illegally placed on public property or in the City's right-of-way.	

Chapter 21B.15

TECHNICAL TERMS AND LAND USE DEFINITIONS

[…]

21B.15.341 Sign.
"Sign" means any medium, device, structure, fixture, or placard, including any necessary supporting structure and component parts, that is visible from a public right-of-way or surrounding properties, and uses graphics, symbols, or written copy to convey a message, attract attention to, or advertise a product, place, activity, business, event, good, service, or land use.

21B.15.341.1 Sign, A-Frame.
"Sign, A-frame" means a freestanding 2-panel foldable, portable temporary sign made of rigid material.

21B.15.342 Sign, awning/marquee.
"Sign, awning/marquee" means a sign painted on or attached directly to and supported by an awning or marquee. An awning may be constructed of rigid or nonrigid materials and may be retractable or nonretractable. A marquee is a roof-like shelter, as of glass, projecting above an outer door and over a

sidewalk or a terrace, which may be attached to a building or be freestanding.

21B.15.343 Sign, blade.
"Sign, blade" means a small, pedestrian-oriented building-mounted sign that is attached to and supported by the exterior wall of a building with the exposed face of the sign on a plane perpendicular to the wall of the building, projecting more than one foot from the wall of a building and vertical to the ground.

Figure 21B.15.343. Blade sign examples.

21B.15.344 Sign, box/cabinet.
"Sign, box/cabinet" means a building-mounted sign that is attached to and supported by the exterior wall of a building with the exposed face of the sign on a plane parallel to the wall of the building and where the sign or individual letters are contained within a box or cabinet and are internally illuminated.

Figure 21B.15.344. Cabinet sign examples.

21B.15.345 Sign, building-mounted.
"Sign, building-mounted" means a sign that is attached directly to a building or indirectly attached to a building by a support structure. Building-mounted signs may include, but are not limited to, wall, hanging, blade, awning, marquee, opaque, channel, painted, shadow, and window signs.

21B.15.346 Sign, changing message.
"Sign, changing message" means a sign that contains electronically controlled digital or illuminated text, or a sign that contains text that can be manually changed.

Figure 21B.15.347. Changing message sign examples.

21B.15.347 Sign, channel letter.
"Sign, channel letter" means a wall sign that is comprised of lettering that is attached to and supported by the exterior wall of a building or a structure with the exposed face of the lettering or graphics on a plane

parallel to the wall of the building, and where the letters contain an open channel into which neon lighting is inserted.

Figure 21B.15.348. Channel letter sign examples.

21B.15.348 Sign, community banner.
"Sign, community banner" means a temporary sign, located on City banner poles, which advertises a City-sponsored or hosted event.

21B.15.349 Sign, directional.
"Sign, directional" means a sign that is primarily designed to guide or direct pedestrian or vehicular traffic to an area, business, place, or convenience, and may include incidental graphics such as trade names and trademarks.

Figure 21B.15.349.1. Directional sign examples.

21B.15.349.1 Sign, hanging.
"Sign, hanging" means a small, pedestrian-oriented sign that is hung beneath an awning, canopy, or marquee sign or other structure.

Figure 21B.15.349.2, Hanging sign examples.

21B.15.349.2 Sign, incidental.
"Sign, incidental" means a sign, emblem or decal designed to inform the public of goods, facilities, or services available on the premises, and may include but not be limited to signs designating:

(a) Restrooms;
(b) Hours of operation;
(c) Acceptable credit cards;
(d) Property ownership or management;
(e) Phone booths; and
(f) Recycling containers.

21B.15.349.3 Sign, freestanding.
"Sign, freestanding" means a sign standing directly upon the ground or having one or more supports standing directly upon the ground, and being detached from any building or fence.

21B.15.349.4 Sign, fuel price.
"Sign, fuel price" means a sign utilized to advertise the price of gasoline and/or diesel fuel.

21B.15.349.5 Sign, logo.
"Sign, logo" means a sign, graphic representation, or symbol of a company name, trademark, or abbreviation, uniquely designed for ready recognition. A logo sign may be a wall sign or a freestanding sign.

21B.15.349.6 Sign, monument.
"Sign, monument" means a freestanding sign that is above ground level and is anchored to the ground by a solid base, with no open space between the sign and the ground.

21B.15.349.7 Sign, opaque.
"Sign, opaque" means a building-mounted sign that is attached to and supported by the exterior wall of a building or a structure where the surface of the sign is generally comprised of two or more opaque

materials on the same plane. Where internally illuminated, the opaque material that comprises the lettering of the sign may be translucent such that it allows limited light to shine through the sign letters.

Figure 21B.15.349.8. Opaque sign examples.

21B.15.349.8 Sign, painted.
"Sign, painted" means a sign, mural or graphic design painted directly onto a building facade or onto a flat wood or metal surface that is then attached to the building facade.

Figure 21B.15.349.9. Painted sign examples.

21B.15.349.9 Sign, permanent residential development identification.
"Sign, permanent residential development identification" means a permanent sign identifying the residential development upon which the sign is located.

21B.15.349.10 Sign, pedestal.
"Sign, pedestal" means a temporary, pedestrian-oriented sign placed atop a pedestal that is affixed to a heavy horizontal base.

Figure 21B.15.349.11, Pedestal sign examples.

21B.15.349.11 Sign, primary.
"Sign, primary" means a painted, opaque, awning, marquee, or channel letter sign that is designed to be the primary source of business identification to both pedestrian and vehicular traffic.

21B.15.349.12 Sign, secondary.
"Sign, secondary" means a window, logo, blade, or hanging sign that generally contains secondary, pedestrian-oriented business identification, business product information, or hours of operation.

21B.15.349.13 Sign, shadow.
(24) "Sign, shadow" means a wall sign comprised of individual letters or graphics that is attached to and supported by the exterior wall of a building with the exposed face of the sign lettering or graphics on a plane parallel to the wall of the building, where the surface of the sign is generally comprised of a

completely opaque material. The sign lettering or graphics are separated from the building facade such that during daylight hours the lettering generates a shadow on the building facade.

Figure 21B.15.349.14. Shadow sign examples.

21B.15.349.14 Sign, temporary.
"Sign, temporary" means a sign that is designed to be displayed for a limited amount of time and is not permanently placed or affixed such as to prevent its removal;

21B.15.349.15 Sign, window.
"Sign, window" means a sign that is constructed of neon, stained glass, gold leaf, cut vinyl, etched glass, or similar material in a window.

21B.15.349.16 Sign, wall.
"Sign, wall" means any sign painted on, or attached directly to and supported by, the wall of a building or structure. All wall signs are building-mounted signs. Wall signs may include, but are not limited to, window, opaque, shadow, painted, channel letter, and logo signs. (Ord. O2010-293 § 1 (Att. A))

Chapter 21B.45

SIGNAGE

Sections:

~~21B.45.010~~ 21B.45.010 Purpose and intent.

~~21B.45.020 Applicability.~~

~~21B.45.030 Permit required.~~

~~21B.45.040~~ 21B.45.020 Applicability.

21B.45.030 Permit required.

21B.45.040 Application information.

~~21B.45.050 Prohibited signs.~~

~~21B.45.060 Exempt signs.~~

~~21B.45.070~~ 21B.45.050 Prohibited signs.

21B.45.060 Exempt signs.

21B.45.070 Interpretation of tables and design standards.

~~21B.45.080~~ 21B.45.080 Table of allowed sign types and design review.

~~21B.45.090~~ 21B.45.090 Review and modifications to standards.

~~21B.45.100 Measurement methods.~~

~~21B.45.110~~ 21B.45.100 Sign area calculation.

21B.45.110 General sign design standards.

~~21B.45.120~~ 21B.45.120 Design standards for specific sign types.

~~21B.45.130 Community bulletin board signs.~~

~~21B.45.140 Compatibility and design review.~~

~~21B.45.150 Temporary signs.~~

~~21B.45.160 Compliance clause.~~

~~21B.45.170 Electronic reader board pilot program adopted.~~

~~21B.45.180 Definitions.~~

21B.45.130 Design and compatibility review.

21B.45.140 Temporary signs.

21B.45.150 Legal non-conforming signs.

21B.45.160 Variance.

21B.45.170 Enforcement.

21B.45.010 Purpose and intent.

The purpose of this chapter is to enhance and protect the economic vitality and visual environment of the Town Center ~~sign code chapter is to:~~, allow for the expression of free speech, and promote general safety and welfare by:

(1) Regulating the type, number, location, size, and illumination of signs; and

(2) Recognizing the purpose of signs for identification and economic well-being of businesses in the Town Center by supporting a full range of signs necessary for commercial services in the Town Center; and

(3) Ensuring a safe driving environment; and

(4) Recognizing and protecting the use of the public right-of-way as a forum for non-commercial

speech; and

(5) Facilitating fair and consistent content-neutral enforcement; and

(6) Safeguarding and enhancing property values, attracting new residents, and encouraging orderly development; and

(7) Allowing for limited temporary commercial signage in the public right of way to provide commercial information to consumers to enable them to make vital decision of purchasing a home, and to further the critical public goal of providing for equal access to housing; and

(8) Upholding the goals and policies of the Sammamish Comprehensive Plan and the Town Center Subarea Plan.

(9)~~(1) Promote~~ Promoting signs within the Town Center that contribute to the character of the Town Center, are integrated with natural surroundings and landscaping, and exhibit an intimate human scale;

~~(2) Provide~~(10) Providing necessary signage to support central gathering places, increase social interaction, and encourage walkability;

~~(3) Support a full range of signs necessary to support commercial services in the Town Center;~~

~~(4) Regulate~~(11) Regulating signs in a manner that is timely, flexible, predictable, fair to all and that results in superior development; and

(~~5) Create~~12) Creating a ~~"sense of place"~~vibrant and inviting commercial node that is reflected in the character and design of Town Center ~~signs~~signage. (Ord. O2010-293 §~~-~~ 1 (Att. A))

21B.45.020~~-~~ ___Applicability.

Except as provided for in SMC ~~21B.45.060,~~ 21B.45.060, Exempt signs, all signs shall be subject to the design provisions of this chapter; provided, that specific sign standards and design requirements may be further established through a unified zone development plan ~~or building permit review~~ and shall be ~~determined during~~established through the ~~applicable review process.~~unified zone development plan approval, pursuant to . (Ord. O2010-293 §~~-~~ 1 (Att. A))

21B.45.030~~-~~ ___Permit required.

(1)~~-~~ Except as otherwise ~~permitted~~provided in by this chapter, no sign shall be erected, altered, or relocated within the Town Center without ~~approval~~a permit issued by the ~~director~~City.

(2)~~-~~ No ~~building~~ permit shall be required for repainting in like colors, cleaning, or other normal maintenance and repair of a permitted sign, ~~including replacement~~or of ~~portions of the~~ sign face and copy changes that do not alter the size or structure of the sign or compliance with the design standards. (Ord. O2010-293 §~~-~~ 1 (Att. A))

21B.45.040~~-~~ ___Application information.

The applicant shall have the burden of demonstrating that a proposed sign(s) complies with this chapter as follows:

(1)~~-~~ All new signs requiring a permit or approval pursuant to SMC ~~21B.45.030~~ 21B.45.030 shall provide, in a form established by the City, at a minimum an accurate plan with complete dimensions, location, size, color, shape, materials, type of illumination, size and style of lettering, copy design and the proposed manner of installation. Additional information may be required as reasonably necessary for approval by the director.

(2)~~-~~ The size and location of every existing sign on the premises shall be noted ~~on the application form~~.

(3)~~-~~ If a unified ~~site~~zone development plan was previously approved by the City and included sign approvals, an applicant whose sign conforms to that plan may refer to it in the application and may omit detailed drawings unless specifically requested to provide them.

(4) If design and compatibility ~~and design~~ review is required pursuant to SMC 21B.45.080, the applicant shall submit a compatibility analysis addressing the design criteria enumerated in SMC ~~21B.45.140, Compatibility~~ 21B.45.130, Design and ~~design~~compatibility review. (Ord. O2010-293 § 1 (Att. A))

21B.45.050 ___Prohibited signs.
Except as indicated by this chapter, the following signs or displays are prohibited:

~~Except as indicated by this chapter, the following signs or displays are prohibited:~~

(1) Any sign that is otherwise allowed, but does not comply with the provisions of this chapter;

(2) Signs attached to a fence;

(3) Signs which, by reason of their size, location, movement, content, coloring, or manner of illumination, may be confused with traffic control signs or signals;

(4) Temporary signs except as specifically allowed in SMC ~~21B.45.150;~~ 21B.45.140;

(5) Except as specifically allowed, signs located in the public right-of-way, or within travel lanes or sidewalks, or attached to traffic control signs, utility or signal poles;

(6) Changing message center signs or signs containing moving graphics, text, or video, or that are flashing, moving, rotating, animated, or inflated~~, except as allowed pursuant to SMC 21B.45.130, Community bulletin board signs, or as part of the pilot program established pursuant to Ordinance O2009-266~~;

(7) A sign that extends higher than the peak of the roof, ridge line, or parapet of a building to which it is attached;

(8) Visible ballast boxes or other sign equipment;

(9) Posters, pennants, strings of lights, moving/flashing/blinking lights, balloons, searchlights, exposed electrical conduits, and other displays of a carnival nature, except on a limited basis as ~~seasonal decorations or as~~ provided for in SMC ~~21B.45.150 as grand opening~~ 21B.45.140 as temporary business displays;

(10) Box or cabinet signs;

(11) Pole-mounted freestanding signs;

(12) Roof-mounted signs; and

(13) Billboards. (Ord. O2010-293 § 1 (Att. A))

21B.45.060 Exempt signs.
The following signs or displays are exempted from the regulations under this chapter:

~~**Exempt signs.**~~
~~The following signs or displays are exempted from the regulations under this chapter:~~

(1) Historic ~~site markers or~~ plaques not exceeding 3 square feet in area, and address numbers;

(2) ~~Signs required by law, including but not limited to:~~

~~(a)~~ Official or legal notices issued and posted by any public agency or court; ~~or~~

~~(b) Traffic directional or warning signs;~~

~~(3)~~ (3) Traffic control signs established by the Manual on Uniform Traffic Control Devices (MUTCD) or authorized by City of Sammamish Department of Public Works;

(3) Plaques, tablets, or ~~inscriptions indicating the name of a building, date of erection, or other commemorative information, which are an integral part of the building structure or~~, which are attached flat to the face of the building, which are nonilluminated, and which do not exceed four square feet in surface area;

(4) Incidental signs, which shall not exceed two square feet in surface area; provided, that said size limitation shall not apply to signs providing directions, warnings, or information when established and maintained by a public agency;

(5) ~~State or federal~~ Government flags; and

(6) ~~Religious~~ Nonverbal religious symbols~~; and~~

~~(7) The flag~~ attached to a place of ~~a commercial institution, provided no more than one flag is permitted per business premises; and further provided the flag does not exceed 20 square feet in surface area. (Ord. O2010-293 § 1 (Att. A))~~worship.

(Ord. O2010-293 § 1 (Att. A))

21B.45.070 Interpretation of tables and design standards.
~~(1) SMC 21B.45.080~~ (1) SMC 21B.45.080 determines whether a specific sign type is allowed in a zone district. The zone district and the public right-of-way are identified in the vertical column and the specific sign type is located on the horizontal row of these tables.

(2) If no symbol appears in the box at the intersection of the column and the row, the sign type is not allowed in that district, except for certain signs allowed pursuant to SMC ~~21B.45.150,~~ 21B.45.140, Temporary signs.

(3) ~~All reviews are~~ The review of all sign permit applications is administrative, and shall be conducted by the director of community development, subject to the review requirements identified below.

(4) If the number "1" appears in the box at the intersection of the column and the row, the sign type is allowed in that district subject to the sign design standards specified in SMC ~~21B.45.110, 21B.45.120,~~ 21B.45.110, 21B.45.120, and the general requirements of the code.

(5) If the number "2" appears in the box at the intersection of the column and the row, the sign type is allowed subject to the sign design standards, general requirements, and the Design and compatibility ~~and design~~ review specified in SMC ~~21B.45.140.~~ 21B.45.130. (Ord. O2010-293 § 1 (Att. A))

21B.45.080 Table of allowed sign types and design review.
(1) Table of Allowed Sign Types and Design Review for Town Center Zones.

	TOWN CENTER ZONES					
Sign Types	**ROW**	**TC-A**	**TC-B**	**TC-C**	**TC-D**	**TC-E**
Building-Mounted Signs:						
Blade	2(~~a~~1)	1	2	2	2	2
Opaque/Painted		2	2	2	2	2
Channel Letter/Shadow		2	2			
Hanging		1	2			

	TOWN CENTER ZONES					
Sign Types	**ROW**	**TC-A**	**TC-B**	**TC-C**	**TC-D**	**TC-E**
Marquee/Awning		2	2			
Window		1	2			
Freestanding Signs:						
Community Banner	1					
Directional (Pedestrian)	2	1	1	1	1	1
Directional (Vehicle)	2	1	1	1	1	1
Monument		2(~~b~~2)	2	2	2	2
Changing Message Center					2~~(c)~~	

~~(2) Sign~~
Development Conditions~~.~~

(~~a)~~ 1) Only allowed as part of a unified zone development plan application approved pursuant to Chapter 21B.95 SMC; and provided, that no sign shall extend into the vehicle travel lanes.

(~~b)~~ 2) Only allowed in the TC-A-4 and in the TC-A-5 zones.

~~(c) Also subject to the community bulletin board standards of SMC 21B.45.130.~~ (Ord. O2010-293 §~~-~~ 1 (Att. A))

21B.45.090~~-~~ ___Review and modifications to standards.
(1)~~-~~ All sign permits shall be approved administratively~~ as part of building permit review~~, subject to the permit review requirements of Chapter 20.05 SMC; provided, that:

(a)~~-~~ Signs subject to the Level 1 sign review shall be reviewed for compliance with this chapter but shall not be subject to the provisions of SMC~~ 21B.45.140, Compatibility and design~~ 21B.45.130, Design and compatibility review;

(b)~~-~~ Signs subject to the Level 2 ~~review~~Design and Compatibility Review requirements shall be reviewed for compliance with this chapter, including the provisions of SMC~~ 21B.45.140, Compatibility and design~~ 21B.45.130, Design and compatibility review;

(2)~~-~~ Sign design may be reviewed and approved as part of a unified ~~site~~zone development plan review consistent with Chapter 21B.95 SMC, provided:

(a)~~-~~ Specific sign designs approved as part of a unified ~~site~~zone development plan will require a ~~building~~sign permit, but will not require additional design review at the time of ~~building~~ permit application when in accordance with the approved unified ~~site~~zone development plan; or

(b)~~-~~ Additional design standards and guidelines may be adopted through the review process, subject to specific design review of signs at the time of building permit application. Additional design standards and guidelines adopted through the review process shall govern all subsequent sign design reviews including replacement signs.

(3)~~-~~ The director may approve applicant-proposed modifications of up to ~~50~~25 percent of the sign area, height, width, and other dimensional standards as part of the Level 2 ~~design~~Design and ~~compatibility review~~Compatibility Review process~~ (, pursuant to~~ SMC~~ 21B.45.140);~~ 21B.45.130; provided, that any such approval shall be based upon an overall sign concept that is integrated with the building and is consistent

with the ~~purpose of SMC 21B.45.140, Compatibility and design review. The director shall not approve applicant~~goals of SMC 21B.45.130, Design and Compatibility Review. Applicant-proposed modifications to the number of signs allowed, illumination standards, the types of signs allowed, or sign modifications that would result in a sign that is not designed consistent with this purpose of this chapter shall not be considered; and

(4) Applicants proposing a sign that ~~would normally be~~is subject to the Level 1 basic sign review may choose to request a Level 2 ~~design sign review~~Design and Compatibility Review in order to take advantage of the director's ability to modify sign standards~~.~~, pursuant to SMC 21B.45.090(3). (Ord. O2010-293 § 1 (Att. A))

21B.45.100 ~~Measurement methods.~~

~~(1)~~ **Sign area calculation.**

(1) Sign area shall be calculated as follows:

(a) Sign area for nonmonument freestanding signs shall be calculated by determining the total surface area of the sign as viewed from any single vantage point, excluding support structures.

(b) Sign area for pole signs shall be calculated by determining the total surface area of the sign as viewed from any single vantage point, excluding support structures.

~~(b)~~(c) Sign area for letters or symbols painted or mounted directly on walls or monument signs or on the sloping portion of a roof shall be calculated by measuring the smallest single rectangle that will enclose the combined letters~~, graphics,~~ and symbols.

~~(2) Sign Maximum Height.~~

(d) ~~(a)~~ Sign area for signs contained entirely within a cabinet and mounted on a wall, roof, or monument shall be calculated by measuring the entire area of the cabinet.

(2) maximum sign height.

(a) For a freestanding sign, the vertical distance measured from the ~~curb grade~~surface of the ~~nearest street~~ground to the highest point of the sign or sign structure; and

(b) For a building-mounted sign, the vertical distance measured from the building grade to the highest point of the sign or structure designed to support a sign.

(3) Sign clearance is measured from the surface of the ground to the lowest portion of the sign structure.

(4) Area of building ~~facade~~façade is calculated by multiplying the width of the building, or tenant space associated with the commercial use, by the height of the building or tenant space.

(5) The lineal feet of building ~~facade~~façade is calculated by measuring the width of the building or tenant space associated with the commercial use. Building modulation(s) are not included in the lineal feet of building ~~facade~~façade. (Ord. O2010-293 § 1 (Att. A))

21B.45.110 General sign design standards.

~~Pictures and figures included in each subsection below are intended to illustrate part or all of the design requirements and limitations discussed in the subsection containing each picture. Care has been taken to ensure that the pictures are consistent with the standards. However, where the picture includes features that are not consistent with design standards contained within the written standard, the written standard prevails.~~

(1) General Requirements.

(a)- All signs shall be constructed primarily of nonreflective materials;

(b)- Building-mounted sign frames and other support structures shall be concealed or integrated into the building's architectural character in terms of form, color, and materials such that they are not easily visible;

(c)- Building-mounted signs must be in proportion to the size and design of the architectural features of the building ~~facade (see pictures contained in SMC 21B.45.140, Compatibility and design review);~~façade;

(d)- All signs, except directional signs and community banners, shall be on-premises signs;

(e)- Maximum height for building-mounted signs shall not extend above the highest exterior wall upon which the sign is located; provided, that blade signs shall not exceed the roofline of the building along the ~~facade~~façade that the blade sign is attached to;

(f)- Total sign area for primary and secondary wall signs associated with uses occupying the ground level of a building shall not exceed 10 percent of the ground-level building ~~facade~~façade associated with the sign; provided~~,~~ that ~~no single~~there is a minimum allowed sign ~~shall exceed an~~ area of ~~24~~10 square feet and a maximum allowed sign area of 320 square feet;

(g)- Total sign area for primary and secondary wall signs associated with uses that do not occupy the ground level of a building (e.g., the use is on the second or third story) shall not exceed five percent of the building ~~facade~~façade associated with the use; ~~provided, that no single sign shall exceed an area of 20 square feet;~~

(h)- Tenants are allowed one primary sign regulated by this chapter per building ~~facade~~façade that contains a public entry (open during all business hours), up to a maximum of two ~~facades~~façades;

(i)- Tenants are allowed three secondary signs regulated by this chapter per building ~~facade~~façade that contains a public entry (open during all business hours);

(j)- Wall sign width shall not exceed a width of two-thirds of the lineal width of the building ~~facade~~façade associated with the sign;

(k)- Signs shall not cover windows, building trim, or architectural ornamentation~~;~~.

No (Sign too high, internal illumination)

~~**Figure 21B.45.110a. Acceptable and unacceptable sign examples.**~~

(2) Illumination. Signs may be illuminated as follows:

(a) Illumination shall be limited to indirect lighting unless otherwise specifically allowed by the specific sign type design standards; provided, that no sign may be both internally and indirectly illuminated;

(b) Indirect sign illumination shall be no further away from the sign than the height of the sign;

(c) Externally illuminated signs shall be arranged so that no direct rays of light are projected from such artificial source into residences or any street right-of-way;

(d) External sign light fixtures shall complement the design of the sign and building ~~facades~~façades or structures associated with the sign;

(e) External sign lighting shall be “full cutoff” and shall not result in direct illumination of the sky and adjacent properties and structures, and shall be designed to minimize reflected glare to adjacent properties and structures;

(f) Sign illumination shall automatically turn off within one hour of the close of the business, use, or activity; and

(g) Additional illumination standards may be contained in SMC ~~21B.45.120,~~ 21B.45.120, Design standards for specific sign types, or adopted through the approval of a unified zone application pursuant to Chapter 21B.95 SMC.

Yes

Yes

No (internal illumination, glare to adjacent properties)

Yes

Yes

No (Fixtures do not complement design of building)

~~Figure 21B.45.110b. Acceptable and unacceptable sign examples.~~

(3) Location. All signs shall be located as follows:

(a) Building-Mounted Signs.

(i) Shall be attached to the building ~~facade~~façade of the business or commercial enterprise they are advertising;

(ii) Shall be located on the same floor as the business or commercial enterprise they are advertising; provided, that businesses that occupy more than one floor shall place the sign on the lowest floor occupied by the business;

(iii) Shall not exceed a height of 15 feet above grade if associated with a business located on the bottom floor of a building;

(iv) Shall not conflict with the ability to view any other sign associated with the building to which the sign is attached;

(v) Shall not conflict with vehicle travel lanes if blade or hanging signs extend into the street right-of-way as otherwise allowed by the City; and

(vi) May extend over the sidewalk if they are hanging or blade signs otherwise approved by the City.

(b) Freestanding Signs.

(i) May be located on private property with the consent of the private property owner, unless otherwise allowed in this chapter;

(ii) May be located in the public right-of-way ~~subject~~pursuant to ~~the table of allowed sign types and design review (SMC 21B.45.080)~~SMC21B.45.080(1) and with the written approval by the City of Sammamish;

(iii) Located on private property shall be no further than five feet from the street; and

(iv) Shall not obstruct sight distances as prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21B.25.200, Sight distance requirements.

(4) Sign Standards along 228th Avenue SE.

(a) The only signs visible from 228th Avenue SE shall be either monument signs no taller than six feet above grade or wall signs less than 30 square feet or 18 inches multiplied by the length of the front ~~facade~~façade measured parallel to 228th Avenue SE (whichever is smaller);

(b) Except for wall signs on pedestrian-oriented ~~facades~~façades built up to the sidewalk, all signs visible from 228th Avenue SE are limited to signs that advertise a commercial node or group of businesses rather than a single business; and

(c) For other design standards, see Chapter 21B.30 SMC. (Ord. O2010-293 § 1 (Att. A))

21B.45.120 Design standards for specific sign types.

~~Pictures and figures included in each subsection below are intended to illustrate part or all of the design requirements and limitations discussed in the subsection containing each picture. Care has been taken to ensure that the pictures are consistent with the standards. However, where the picture includes features that are not consistent with design standards contained within the written standard, the written standard prevails.~~

(1) Blade and Hanging Signs. Blade signs may be allowed ~~as noted in~~pursuant to SMC ~~21B.45.080;~~ 21B.45.080(1); provided, that blade signs:

(a) Shall provide a minimum clearance of eight feet;

(b) With horizontally oriented text or graphics shall not project or be located more than five feet from the building ~~facade~~façade;

(c) With vertically oriented text or graphics shall not project more than three feet from the building ~~facade~~façade;

(d) Shall be limited to two square feet of sign area per each 10 lineal feet of applicable building frontage;

(e) Buildings that contain multiple tenants shall use a similar shape and mounting technique to hanging or blade signs;

(f) Sign text and graphics may use neon lettering, subject to provisions of SMC ~~21B.45.110(~~ 21B.45.110(2); and further provided, that neon signs shall not be visible from 228th Avenue; and

(g) May be opaque signs containing internal illumination consistent with SMC ~~21B.45.110;~~ 21B.45.110;

Yes

Yes

No (exceeds height)

Yes

Yes (Opaque sign)

No (exceeds height, cabinet sign)

~~Figure 21B.45.120a. Acceptable and unacceptable blade and hanging signs.~~

(2) Channel Letter, Opaque, Painted, and Shadow Signs. Channel letter, opaque, painted, and shadow signs may be allowed ~~as noted in~~pursuant to SMC ~~21B.45.080;~~ 21B.45.080(1); provided, that:

(a) Channel letter, opaque, painted, or shadow signs that are also wall signs shall be attached directly to the building ~~facade~~façade, such that there is a maximum protrusion of one foot unless the sign incorporates sculptural elements or architectural devices. The sign frame shall be concealed or integrated into the building's architectural character in terms of form, color, and materials;

(b) Channel letter and shadow signs shall only be wall signs. Opaque and painted signs may be wall signs, hanging, or blade signs;

(c) Lettering on opaque signs may be internally illuminated where the light only shines through the letters;

(d) Buildings that contain multiple tenants shall use a consistent sign design in terms of lettering, size, color, and style;

(e) Shadow signs may be illuminated by reflected lighting against the building ~~facade~~façade located behind the sign letters or graphics;

(f) Channel letter signs shall be open, such that internal neon lighting is visible;

(g) Painted signs may be illuminated by indirect fully cutoff lighting;

(h) Wall sign lettering and graphics shall not exceed a maximum height of two feet;

Yes

Yes

No (Inconsistent sign design, lettering, graphics)

~~Figure 21B.45.120b. Acceptable and unacceptable sign examples.~~

Yes

Yes

~~**Figure 21B.45.120c. Acceptable and unacceptable sign examples.**~~

(3) Marquee/Awning Signs. Marquee/awning signs may be allowed ~~as noted in~~pursuant to SMC ~~21B.45.080;~~ 21B.45.080(1); provided, that:

(a) The sign shall provide a minimum clearance of eight feet;

(b) The face of the sign (lettering and graphics) on a marquee or awning shall be on a parallel plane to the building ~~facade~~façade;

(c) The awning or marquee supporting the sign shall extend at least three feet from the face of the building, shall be located over a pedestrian walkway or sidewalk, and shall be designed to provide protection from the weather, in addition to supporting the sign;

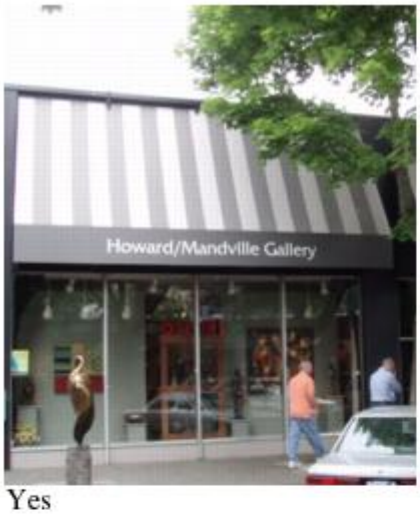
(d) Sign may be comprised of channel lettering, opaque, or shadow signs;

(e) Sign lettering and graphics shall not exceed two feet in height;

(f) Sign width shall be limited to no more than two-thirds of the width of the awning ~~width~~; and

(g) Marquee signs may be placed on the front, above, or below the marquee associated with the sign;

(h) Marquee and awning signs may be externally illuminated~~;~~



Yes

Yes

No (internally illuminated, cabinet box sign)

Yes

Yes

No (awning over landscaping)

Yes

Yes

No (sign face not parallel to building)

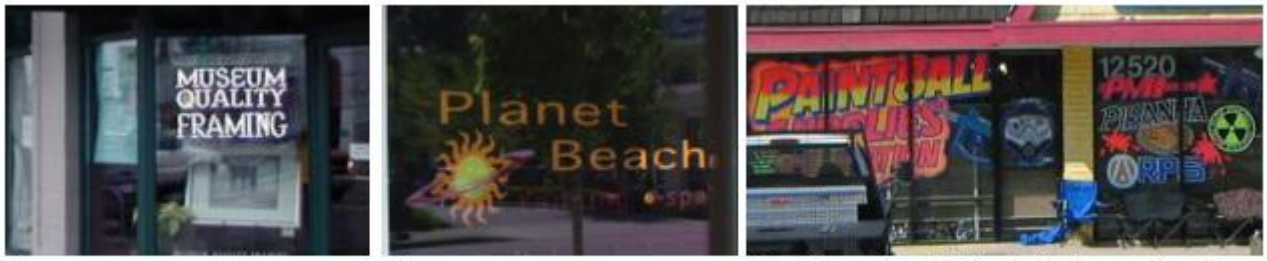
~~Figure~~, pursuant to SMC 21B.45.~~120d. Acceptable and unacceptable marquee/awning signs.~~110(2);

(4) Window Signs. Window signs may be allowed ~~as noted in SMC 21B.45.080;~~pursuant to SMC 21B.45.080(1); provided, that:

(a) Permanent and temporary window signs are limited to a maximum of 25 percent of the window area in addition to the size limitations of SMC ~~21B.45.110(~~ 21B.45.110(1);

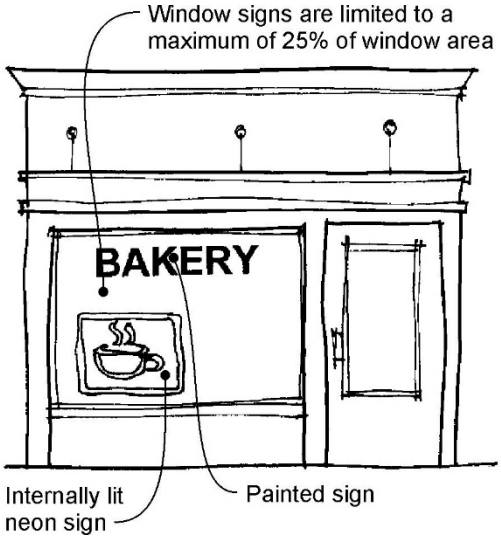
(b) Signs shall be constructed of neon, stained glass, gold leaf, cut vinyl, or etched glass;

(c) Signs shall not be illuminated, except that a single internally lit neon or stained glass window sign is allowed;



Yes | Yes | No (More than 25% of window, painted signs)

~~Figure 21B.45.120e. Acceptable and unacceptable window signs.~~



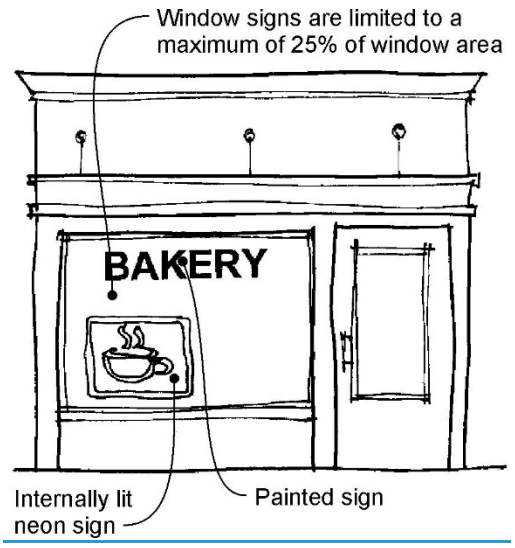


Figure 21B.45.120f. Window sign example.

(5) Monument Signs. Monument signs may be allowed ~~as noted in~~pursuant to SMC ~~21B.45.080;~~ 21B.45.080(1); and provided, that:

(a) One monument sign is allowed per commercial, institutional, or mixed-use building subject to the following:

(i) The sign may be up to six feet tall;

(ii) Monument signs for individual businesses should include the street address number with six-inch minimum lettering that is clearly readable from the street;

(iii) Lettering style, form, size, dimension, and color shall be consistent on signs identifying multiple tenants;

(b) One monument sign is allowed associated with a single-family subdivision or multifamily residential development, provided the sign shall not exceed a height of 48 inches;

(c) Monument signs may only be indirectly illuminated;

(d) Monument signs shall be designed incorporating natural materials (e.g., granite or basalt stone facing, wood, landscaping), muted colors, and design styles characteristic to the Northwest;

(e) The total sign area contained within a monument sign shall not exceed ~~24~~48 square feet;

(6) Directional Signs. Directional signs may be allowed ~~as noted in~~pursuant to SMC ~~21B.45.080;~~ 21B.45.080(1); provided, that:

(a) Pedestrian-Oriented Directional signs.

(i) Signs shall be located within 10 feet of the intersection of two or more pedestrian sidewalks or paths;

(ii) Signs shall not exceed a height of eight feet;

(iii) Sign lettering and graphics shall not exceed a height of ~~two~~six inches;

(b) Vehicle-Oriented Directional signs.

(i) Signs shall be located within 20 feet of one of the following intersections:

(A) SE 4th Street and 228th Avenue SE;

(B) SE 8th and 228th Avenue SE; and

(C) As otherwise identified through a unified zone development plan application.

(ii) Signs shall not exceed a height of eight feet;

(iii) Sign lettering and graphics shall not exceed a height of 10 inches; and

(iv) All signs located on a street corner or driveway shall conform with Chapter 14.01 SMC, Public Works Standards Adopted, and SMC 21B.25.200, Sight distance requirements. (Ord. O2010-293 § 1 (Att. A))

Yes | Yes | No (Too tall)

~~**Figure 21B.45.120g. Acceptable and unacceptable directional signs.**~~

~~(Ord. O2010-293 § 1 (Att. A))~~

21B.45.130 ~~Community bulletin board signs.~~

~~One community bulletin board sign is permitted within the Sammamish Commons Comprehensive Plan designated center with the following limitations:~~

~~(1) A community bulletin board sign, which may be a changing message center sign, may not exceed 32 square feet and is only permitted at City Hall. (Ord. O2010-293 § 1 (Att. A))~~

~~21B.45.140~~ **Design and Compatibility ~~and design review~~Review.**
(1) The goal of ~~this section~~the Level 2 Design and Compatibility Review is:

(~~1)~~ a) To encourage interesting, creative, and unique sign design that is consistent with the character of the Town Center;

(~~2)~~ b) To encourage signs that are timeless, create an intimate pedestrian environment, and incorporate natural materials (e.g., granite or basalt stone, wood, landscaping) or colors (muted earthen tones) associated with the Northwest; and

(~~3)~~ c) To ensure that signs are part of, and consistent with, the overall design approach of a project.

~~The pictures and figures contained at the end of this section are intended to illustrate signs that meet these design goals.~~(2) The following criteria are the parameters that will be used for reviewing signs for compatibility and design to achieve the goals listed above and the purpose of this chapter; these criteria are in addition to the sign design standards contained within SMC ~~21B.45.110 and 21B.45.120:~~ 21B.45.110 and 21B.45.120:

(~~4)~~ a) Architectural Compatibility. The signs shall be compatible in size, proportion, shape, character, and quality of design with the exterior architecture of the premises and other structures in the immediate area.

(~~5)~~ b) Simplicity. To the extent feasible, the sign should be graphic and with limited use of words, with the design emphasis on simplicity of style. A simple design or abstract graphic design is preferred. Similarly, a simple sign frame and supporting structure is preferred.

(~~6)~~ c) Target Audience. Only one sign per building ~~facade~~façade should be designed for vehicle and pedestrian use. Signs that are targeted primarily to serve pedestrians are generally preferred over signs targeted for both pedestrian and vehicle audiences.

(~~7)~~ d) Identification. A commercial sign should be designed for the primary purpose of identifying a business or office.

(~~8)~~ e) Fewer Signs. In the use of the total sign allowance at a particular premises, the use of a minimum number of signs is preferred to the use of many signs, so that a cluttered effect is avoided.

(~~9)~~ f) Shape, Size, and Orientation. The shape of a sign should not conflict with the architectural lines of its setting. Signs should be directed toward the passing motorist or pedestrian. No sign should be designed to be readable or to attract motorists from a great distance.

(~~10)~~ g) Illumination and Colors. A sign must not overpower its surroundings through hue, saturation, or brilliance or close combination of incompatible colors. Sources of illuminations shall be screened from public view and shall be designed to avoid glare onto a street or adjacent property.

(~~11)~~ h) Landscaping. Signs shall be placed with consideration for existing and future growth of trees and other landscaping. A monument sign reviewed under this section must be placed in a landscaped area or planter, with landscaping maintained.

(~~12)~~ i) Compatibility with Adjacent Uses. The design, illumination, and location of a sign shall not impair the visibility or the design quality of existing, conforming signs, adjacent buildings, or adjacent uses.

~~Figure 21B.45.140a. Acceptable sign examples.~~

Figure 21B.45.140b. Acceptable sign examples.

~~Figure 21B.45.140c. Acceptable sign examples.~~

(Ord. O2010-293 § 1 (Att. A))

21B.45.~~150~~ 140 Temporary signs.

The following temporary signs or displays are permitted and, except as required by the International Building Code; Chapter 16.20 SMC, Construction Administrative Code; or as otherwise required in this chapter, do not require ~~building permits:~~a sign permit, subject to the requirements set out in this chapter. All temporary signs shall not obstruct sight distances and shall follow the regulations prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, and by SMC 21A.25.220, Sight distance requirements. No temporary signs shall be located within center medians or within roundabouts, traffic circles, or islands. Temporary signs shall not be illuminated.

(1) ~~(1) Grand Opening~~Non-Commercial Temporary Signs.
No sign permit is required to post a non-commercial temporary sign in the public right-of-way or on private property if it meets the requirements in this section and in the following table. Non-commercial temporary signs not conforming to the regulations of this section may be approved through a right-of-way permit

a) Non-commercial temporary signs may be placed between the sidewalk and the right-of-way line. On roads that only have a shoulder and do not have a sidewalk, non-commercial temporary signs must be placed a minimum of 3 feet from the edge of the asphalt.
b) Non-commercial temporary signs shall not be placed in the right-of-way within a 150-foot radius of the center of an intersection.
c) The City Engineer, in consultation with the director of public works or their designee, and following review of applicable state and city codes, may approve non-commercial temporary sign placement in the improved portion of the public right-of-way or within a 150-foot radius of the center of an intersection provided that the location and sign characteristics will not present a traffic safety issue.
d) Non-commercial temporary signs shall not be placed in a manner that negatively affects the health of trees, shrubs, or other landscaping.

	Non-Commercial Temporary Sign Type I Public Right-of-Way (Non-A-Frame)	Non-Commercial Temporary Sign Type II Public Right-of-Way (A-Frame)	Non-Commercial Temporary Sign Type III – Private Property (All Sign Types)(1)

Size Limit	4 sq ft	6 sq ft	16 sq ft if located less than 50 feet from a street property line; 32 sq ft if located 50 feet or more from a street property line
Height Limit	3 ft above grade	3.5 ft	8 ft
Duration	180 consecutive days	2 consecutive days	180 consecutive days

Development Conditions

(1) Placement of off-premises temporary signs on private property is subject to the landowner's authorization.

(2) Commercial Temporary Signs.

(a) Temporary Commercial Displays.

~~(a) Signs~~On-premises signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to ~~one month to announce the opening of a new enterprise or the opening of an enterprise under new management; and~~30 consecutive days once each calendar year for businesses located in Sammamish Town Center.

(b) ~~All grand opening displays shall be removed upon the expiration of 30 consecutive days;~~

~~(2) Construction~~ Signs~~.~~

~~(a) Construction signs identifying architects, engineers, planners, contractors, or other individuals or firms involved~~ located on property with ~~the~~active construction ~~of a building and announcing the character of the building or the purpose for which the building is intended may be displayed;~~.

~~(b)~~ 1.One ~~nonilluminated~~non-illuminated, double-faced sign is permitted for each public street upon which the project fronts;

~~(c)~~ 2.No sign shall exceed 32 square feet in surface area or 10 feet in height, or be located closer than 30 feet from the property line of the adjoining property; and

~~(d) Construction signs~~ 3. Signs must be removed by the date of first occupancy of the premises or one year after placement of the sign, whichever occurs first;

(3) ~~Political~~ Signs~~. Political signs are~~ Associated with Properties for Sale or Rent.

	Signs Located On Property with Individual Unit for Sale or Rent
Sign Quantity	One (1) per public street frontage
Permitted Location	Public street frontage
Permitted Duration	Signs shall be removed within five days after closing of the sale, lease or rental of the property.
Maximum Size Area	8 sq ft
Maximum Height	6 ft

	Signs Located Off-Site of Property with Individual Unit for Sale or Rent[1]
Sign Quantity	One (1)[2]
Permitted Location	Public right-of-way adjacent to the intersection of the primary vehicle entrance to the property and closest public street.
Permitted Duration	Signs shall be removed within five days after closing of the sale, lease or rental of the property.
Maximum Size Area	4 sq ft
	Signs on Property with Commercial or Industrial Property For Sale or Rent
Sign Quantity	One (1)
Permitted Location	Public street frontage
Maximum Size Area	32 sq ft
Maximum Height	12 ft
	Signs on Newly Constructed Residential Developments for Sale
Sign Quantity	One (1)
Permitted Location	Public street frontage
Maximum Size Area	32 sq ft
Maximum Height	12 ft
	Directional Signs Located Off-site Of Newly Constructed Residential Developments for sale
Sign Quantity	Two (2)
Permitted Location	Private property (with permission); public right-of-way
Maximum Sign Area	16 sq ft

Development Conditions

(1) Only allowed~~, subject to the following requirements:~~

~~(~~ for properties with a~~) Location.~~

~~(i) Political signs may be displayed on private property with the consent of the property owner;~~

~~(ii) Political signs may be displayed within public easements or streets; provided, that signs shall not be located within the center median of principal, minor, and collector arterials (as defined) or within roundabouts, traffic circles, or islands;~~

~~(iii) Political signs located pursuant to subsection (3)(a)(i) or (ii) of this section shall not obstruct sight distances as prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21B.25.200, Sight distance requirements.~~

~~(b) Specifications.~~

~~(i) Political signs located on private property may have a maximum sign area of up to 32 square feet;~~

~~(ii) Freestanding political signs on private property may be up to eight feet tall;~~

~~(iii) Political signs located on or within public easements or streets may have a maximum sign area of up to four square feet and may be up to three feet tall above grade;~~

~~(iv) Political signs located within 15 feet of a street corner or driveway, as further identified in Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21B.25.200, Sight distance requirements, shall be further limited in sign area and height as necessary to satisfy sight distance limitations;~~

~~(c) Removal.~~

~~(i) Political signs shall be removed within seven days following the election;~~

~~(ii) Property owners shall be responsible for the removal of political signs located on private property;~~

~~(iii) The campaign officer or responsible official shall be responsible for the removal of political signs located on or within public easements or streets;~~

~~(4) Real Estate Signs. All temporary real estate signs may be single- or double-faced signs:~~

~~(a) Signs advertising an individual residential~~ unit for sale or rent ~~are allowed without City permits, subject to the following:~~

~~(i) Location.~~

~~(A) One on-site sign per street frontage;~~

~~(B) One off-site sign is allowed on private property or in City street right-of-way between the effective date of Ordinance O2009-XXX (adopting ordinance) and December 31, 2010, subject to the following:~~

~~(1) The individual residential unit or property for sale or rent~~ that is not located adjacent to a public street~~;~~.

~~(2) The off-site sign is located on private property or City street right-of-way, adjacent to the intersection of the primary vehicle entrance to the property and the closest public street;~~

~~(3)~~ (2) When more than three off-site real estate signs are proposed for a location, the fourth proposed sign owner shall install and make available to other licensed real estate agents a frame, designed to allow for a minimum of six signs to be hung in a stacked fashion, to accommodate multiple signs; ~~and~~

~~(4) Off-site real estate signage displayed on private property shall be with the consent of the property owner.~~

~~(5) Signs located in the City street right-of-way shall be located outside of the improved portion of the right-of-way (behind the sidewalk, roadway shoulder, drainage ditch, etc., whichever is furthest from the traveled roadway), and may be removed by the City if determined to be a hazard or if the placement is otherwise in conflict with the public use of the right-of-way.~~

~~(C) All signs located on a street corner or driveway shall conform with Chapter 14.01 SMC, Public Works Standards Adopted, and SMC 21B.25.200, Sight distance requirements.~~

~~(ii) Specifications.~~

~~(A) On-site signs shall not exceed eight square feet in area;~~

~~(B) On-site signs shall not exceed six feet in height;~~

~~(C) Individual off-site signs shall not exceed an area of four square feet;~~

~~(D)~~ Frames installed to hold multiple real estate signs shall not exceed a height of six feet~~;~~

~~(E) Off-site signs located on a frame shall be designed to allow for a minimum of six signs to be hung, in a stacked fashion;~~

~~(F) Real estate offices or individual realtors that are advertising the sale or lease of more than one property at a corner shall be limited to one sign; and~~

~~(G)~~ . Off-site signs located on a frame shall individually not exceed a height of one and ~~one-~~a half feet, a width of two feet, and an area of three square feet.

~~(iii) Removal. Signs shall be removed within five days after closing of the sale, lease or rental of the property.~~

~~(b) Portable off-premises residential directional signs announcing directions to an open house at a specified residence that is offered for sale or rent shall not exceed six square feet in area for each sign, and shall not exceed 42 inches in height. Such signs shall be permitted only when the agent or seller is in attendance at the property for sale or rent and may be located on the right-of-way outside of vehicular and bicycle lanes.~~

~~(c) On-site commercial (nonresidential) or industrial property for sale or rent signs shall be limited to one sign per street frontage, and shall not exceed 32 square feet in area. The sign shall not exceed 12 feet in height. The sign shall be removed within five days after closing of the sale, lease or rental of the property. A building permit is required and shall be issued for a one-year period. The permit is renewable for one-year increments up to a maximum of three years.~~

~~(d) On-site residential development for sale or rent signs shall be limited to one sign per development. The sign shall not exceed 32 square feet in area, and shall not exceed 12 feet in height. A building permit is required and shall be issued for a one-year period. The permit is renewable annually for up to a maximum of three years.~~

~~(e) Off-site directional signs for residential developments shall be limited to six signs. Each sign shall not exceed 16 square feet in area, and shall include only the name of and directions to the residential development. The sign(s) shall be placed a maximum of two road miles from the nearest residential development entrance. No two signs for one residential development shall be located closer than 500 feet from one another on the same street. A single building permit is required for all signs and shall be issued for a one-year period. The permit number and the permit expiration date must be clearly displayed on the face of each sign. The permit is renewable for one-year increments up to a maximum of~~

~~three years; provided, that extensions will only be granted if the sign permit applicant has complied with the applicable regulations.~~

~~(f) Residential on-premises informational signs shall be limited to one sign per feature, including but not limited to signs for information centers, model homes, parking areas or announcing features such as parks, playgrounds, or trails. Each sign shall not exceed 16 square feet in area, and shall not exceed six feet in height;~~

~~(5) Community Event Signs. Community event signs are allowed, subject to the following requirements:~~

~~(a) Location.~~

~~(i) Community event signs may be displayed on private property with the consent of the property owner.~~

~~(ii) Community event signs may be displayed within public easements or streets; provided, that:~~

~~(A) Signs shall be A-frame signs as specified in subsection (5)(b) of this section; and~~

~~(B) Signs shall not be located within the center median of principal, minor, and collector arterials (as defined) or within roundabouts, traffic circles or islands.~~

~~(iii) Community event signs located pursuant to subsection (5)(a)(i) or (ii) of this section shall not obstruct sight distances as prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21B.25.200, Sight distance requirements.~~

~~(iv) The director, in consultation with the City engineer, and following review of applicable state and City codes, may approve temporary sign placement in the public right-of-way on hardscape areas (i.e., concrete pads or other sidewalk areas not used for pedestrian travel); provided, that sign location does not conflict with subsection (5)(a)(i) or (ii) of this section.~~

~~(b) Specifications.~~

~~(i) Community event signs on private property may have a maximum sign area of 32 square feet;~~

~~(ii) Community event signs on public easements or streets shall be "A-frame" signs that shall not exceed six square feet in area for each sign, and shall not exceed 42 inches in height;~~

~~(iii) Community event signs located within 15 feet of a street corner or driveway, as further identified in Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21B.25.200, Sight distance requirements, shall be further limited in sign area and height as necessary to satisfy sight distance limitations; and~~

~~(iv) Community event signs shall be stationary and shall not be illuminated.~~

~~(c) Removal.~~

~~(i) Community event signs shall be removed within seven days following the end of the community fair, festival, or event; provided, that the signs shall not be displayed for more than a total of 21 calendar days; and~~

~~(ii) Sign removal shall be the responsibility of the event sponsor;~~

~~(6)~~ (4) Community Banner Signs. ~~Community banners are allowed subject to the following provisions:~~

(a) ~~(a)~~ Community ~~banners~~banner signs shall only be located on public banner poles erected by the City for that use;
(b) ~~(b) Letters~~Letter on ~~the sign~~such signs shall not be less than 12 inches in height except for lettering associated with sponsor logos;
(c) ~~(c) Banners~~Community banner signs shall not be illuminated or have any attention-getting lights; and

~~(d) Sponsor logos shall be limited to the name and corporate symbol of the sponsor;~~

(d) ~~(7)~~ Only City-sponsored events may be advertised using the Community Banner program

(5) Pedestal Signs. Temporary pedestal signs are allowed in the TC-A and TC-B zones, subject to the following provisions:

(a) The sign shall be placed such that there is a minimum of a six-foot-wide pedestrian access around the sign;

(b) The sign shall not exceed a height of six feet;

(c) The sign face shall not exceed an area of three square feet;

(d) Sign lettering and graphics shall not exceed a height of four inches;

(e) The frames and other support structures shall be consistent with the building's architectural character in terms of form, color, and materials such that there is a consistent design theme.

Yes | Yes | No (not a pedestal sign)

~~Figure 21B.45.150a. Acceptable and unacceptable pedestal signs.~~

(Ord. O2010-293 §- 1 (Att. A))

~~21B.45.160 Compliance clause.~~

~~Legally established signs that do not conform to the design standards of SMC 21B.45.110, General sign design standards, or 21B.45.120, Design standards for specific sign types, shall be brought into compliance when there is a change in use associated with the sign or when the sign is entirely removed or replaced. (Ord. O2010-293 § 1 (Att. A))~~

~~21B.45.170 Electronic reader board pilot program adopted.~~

~~The provisions of Chapter 21A.45 SMC, Article II, shall apply to the Town Center sub-area, including SMC 21A.45.130 through 21A.45.180. (Ord. O2010-293 § 1 (Att. A))~~

~~21B.45.180 Definitions.~~

~~Pictures contained in the sign definition section are intended to provide examples of the sign described.~~

~~(1) "Sign" means any medium, device, structure, fixture, or placard, including any necessary supporting structure and component parts, that is visible from a public right-of-way or surrounding properties, and uses graphics, symbols, or written copy to convey a message, attract attention to, or advertise a product, place, activity, business, event, good, service, or land use.~~

~~(2) "Sign, awning/marquee" means a sign painted on or attached directly to and supported by an awning or marquee. An awning may be constructed of rigid or nonrigid materials and may be retractable or nonretractable. A marquee is a roof-like shelter, as of glass, projecting above an outer door and over a sidewalk or a terrace, which may be attached to a building or be freestanding.~~

~~(3) "Sign, blade" means a small, pedestrian-oriented building-mounted sign that is attached to and supported by the exterior wall of a building with the exposed face of the sign on a plane perpendicular to the wall of the building, projecting more than one foot from the wall of a building and vertical to the ground.~~

~~Figure~~ 21B.45.~~180a. Blade~~150 Legal non-conforming signs.

(1) Any sign located within the city limits on the date of adoption of the ordinance codified in this title, or located in an area annexed to the city thereafter, which does not conform with the provisions of this code, shall be considered a legal nonconforming sign and is permitted, provided it also meets the following requirements:

(a) The sign was covered by a permit on the date of adoption of the ordinance codified in this title if one was required under applicable law; or

(b) If no permit was required under applicable law for the sign ~~examples.~~in question, the sign was in all

~~(4) "Sign, box/cabinet" means a building-mounted sign that is attached to and supported by the exterior wall of a building with the exposed face of the sign on a plane parallel to the wall of the building and where the sign or individual letters are contained within a box or cabinet and are internally illuminated.~~

respects compliant with applicable law on the date of adoption of the ordinance codified in this title.

(2) Loss of legal nonconforming status. Nonconforming signs shall not be altered in size, shape, height, location, or structural components without being brought to compliance with the requirements of this code. Repair and maintenance are allowable, but may require a permit if structural components require repair or replacement. (Ord.

~~Figure~~ O2010-293 § 1 (Att. A))

21B.45.~~180b. Cabinet~~160 Variance.

(1) A sign variance is categorized as a Type 1 land use application and shall be subject to the requirements of SMC 21A.110.030. Variances from the terms of this chapter may be granted by

director of community development upon complete application. Variances may be granted when, because of unique circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict interpretation of the regulations of this chapter deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classifications.

(2) The variance shall not constitute a grant of special privilege inconsistent with a limitation upon uses of other properties in the vicinity and zone in which such property is situated.

21B.45.170 Enforcement.

(1) Compliance with other applicable codes. All signs erected or altered under this chapter must comply with all applicable federal, state and local regulations relating to signs, including without limitation the provisions of the International Building Code as adopted in SMC 16.05.010 by the city. If any provision of this code is found to be in conflict with any provision of any zoning, building, fire, safety or health ordinance or code of the city, the provision which establishes the higher standard shall prevail.

(2) Sign maintenance. All permanent and temporary signs must be kept in good repair and in a safe manner at all times. The sign owner must repair damaged or deteriorated signs within 30 days of notification by the city. The area surrounding freestanding signs must be kept free of litter and debris at all times.

(3) Inspection. Code enforcement officers are authorized to inspect any sign ~~examples.~~covered by this chapter for the purpose of inspection of the sign, its structural and electrical connections, and to ensure compliance with the provisions of this code. Such inspections shall be carried out during business hours, unless an emergency exists.

~~(5) "Sign, building-mounted" means a sign that is attached directly to a building or indirectly attached to a building by a support structure. Building-mounted signs may include, but are not limited to, wall, hanging, blade, awning, marquee, opaque, channel, painted, shadow, and window signs.~~

~~(6) "Sign, changing message" means a sign that contains electronically controlled digital or illuminated text, or a sign that contains text that can be manually changed.~~

~~**Figure 21B.45.180c. Changing message sign examples.**~~

~~(7) "Sign, channel letter" means a wall sign that is comprised of lettering that is attached to and supported by the exterior wall of a building or a structure with the exposed face of the lettering or graphics on a~~

~~plane parallel to the wall of the building, and where the letters contain an open channel into which neon lighting is inserted.~~

~~**Figure 21B.45.180d. Channel letter sign examples.**~~

~~(8) "Sign, community banner" means a temporary sign, located on City banner poles, which advertises an event that would provide civic, cultural, educational, philanthropic, or service opportunities hosted or promoted by the City or a community group that is not-for-profit or nonprofit and nonpolitical with an IRS designation of Section 501(c) or (d).~~

~~(9) "Sign, community event" means a temporary sign announcing or promoting a nonprofit or not-for-profit sponsored community fair, festival, event (community events include but are not limited to regularly scheduled events or meetings by churches, homeowners' associations and other community groups).~~

~~(10) "Sign, directional" means a sign that is primarily designed to guide or direct pedestrian or vehicular traffic to an area, business, place, or convenience, and may include incidental graphics such as trade names and trademarks.~~

~~**Figure 21B.45.180e. Directional sign examples.**~~

~~(11) "Sign, hanging" means a small, pedestrian-oriented sign that is hung beneath an awning, canopy, or marquee sign or other structure.~~

~~**Figure 21B.45.180f. Hanging sign examples.**~~

~~(12) "Sign, incidental" means a sign, emblem or decal designed to inform the public of goods, facilities, or services available on the premises, and may include but not be limited to signs designating:~~

~~(a) Restrooms;~~

~~(b) Hours of operation;~~

~~(c) Acceptable credit cards;~~

~~(d) Property ownership or management;~~

~~(e) Phone booths; and~~

~~(f) Recycling containers.~~

~~(13) "Sign, freestanding" means a sign standing directly upon the ground or having one or more supports standing directly upon the ground, and being detached from any building or fence.~~

~~(14) "Sign, fuel price" means a sign utilized to advertise the price of gasoline and/or diesel fuel.~~

~~(15) "Sign, logo" means a sign, graphic representation, or symbol of a company name, trademark, or abbreviation, uniquely designed for ready recognition. A logo sign may be a wall sign or a freestanding sign.~~

~~(16) "Sign, monument" means a freestanding sign that is above ground level and is anchored to the ground by a solid base, with no open space between the sign and the ground.~~

~~(17) "Sign, opaque" means a building mounted sign that is attached to and supported by the exterior wall of a building or a structure where the surface of the sign is generally comprised of two or more opaque~~

~~materials on the same plane. Where internally illuminated, the opaque material that comprises the lettering of the sign may be translucent such that it allows limited light to shine through the sign letters.~~

~~**Figure 21B.45.180g. Opaque sign examples.**~~

~~(18) "Sign, painted" means a sign, mural or graphic design painted directly onto a building facade or onto a flat wood or metal surface that is then attached to the building facade.~~

~~**Figure 21B.45.180h. Painted sign examples.**~~

~~(19) "Sign, permanent residential development identification" means a permanent monument or wall sign identifying the residential development upon which the sign is located.~~

~~(20) "Sign, pedestal" means a temporary, pedestrian-oriented sign placed atop a pedestal that is affixed to a heavy horizontal base.~~

~~Figure 21B.45.180i~~**~~, Pedestal sign examples.~~**

~~(21) "Sign, political" means a sign advertising a candidate or candidates for public elective office, or a political party, or signs urging a particular vote on a public issue decided by ballot.~~

~~(22) "Sign, primary" means a painted, opaque, awning, marquee, or channel letter sign that is designed to be the primary source of business identification to both pedestrian and vehicular traffic.~~
~~(23) "Sign, secondary" means a window, logo, blade, or hanging sign that generally contains secondary, pedestrian-oriented business identification, business product information, or hours of operation.~~
~~(24) "Sign, shadow" means a wall sign comprised of individual letters or graphics that is attached to and supported by the exterior wall of a building with the exposed face of the sign lettering or graphics on a plane parallel to the wall of the building, where the surface of the sign is generally comprised of a completely opaque material. The sign lettering or graphics are separated from the building facade such that during daylight hours the lettering generates a shadow on the building facade.~~

~~**Figure 21B.45.180j. Shadow sign examples.**~~
~~(25) "Sign, temporary" means a sign that is designed to be displayed for a limited amount of time and is not permanently placed or affixed such as to prevent its removal;~~
~~(26) "Sign, window" means a sign that is constructed of neon, stained glass, gold leaf, cut vinyl, etched glass, or similar material in a window.~~

~~(27) "Sign, wall" means any sign painted on, or attached directly to and supported by, the wall of a building or structure. All wall signs are building mounted signs. Wall signs may include, but are not limited to, window, opaque, shadow, painted, channel letter, and logo signs. (Ord. O2010-293 § 1 (Att. A))~~

(4) Abatement. In addition to the abatement authority provided by proceedings under SMC 21A.115.030, the city or its agents may summarily remove any sign placed on a right-of-way or public property in violation of the terms of this chapter under the following circumstances:

(a) When a sign is determined by the city engineer or director of community development to present an immediate threat to the safety, health, and welfare of the public;

(b) When a sign is illegally placed within the public right-of-way, within a landscape median, landscape island, traffic circle, attached to a utility pole or city traffic sign, upon public sidewalks or roadway, or on any public building or structure when such facilities are located on public property or within public right-of-way;

(c) When a sign is determined by the city to be abandoned; provided, that the city must first provide fourteen days' notice to the underlying property owner or business owner that the sign is deemed abandoned;

(d) Disposal of signs. When a sign has been removed by the city as authorized by this section, the city shall take the following actions:

(i) The city shall hold a sign for at least seven days. After seven days the city may dispose of the sign without prior notice to the sign owner. The city shall not be responsible for damage or loss during removal or storage of any signs in violation of this code. Sign owners wishing to reacquire possession of removed signs prior to their disposal shall pay an impoundment fee pursuant to SMC 23.100.010.

(ii) For signs with a fair market value exceeding five hundred dollars, the city shall provide notice by mail to the following:

(A) Sign owner. If the mailing address can be determined by the city after reasonable efforts in investigation. "Reasonable efforts" shall include investigation efforts that take no longer than one-half hour of staff time.

(B) Underlying property owner. If the address of the sign owner cannot be reasonably ascertained, the city shall mail the notice to the underlying real property owner, as identified in the records of the King County Assessor's Office.

Exhibit 1

Exhibit 2

Important Points About this Decision Matrix

- The changes outlined here were made to the code language approved by the Planning Commission on April 6, 2017, not to the code currently in place.
- Code references under "Revised Code Language" reflect draft code in Exhibit 3 of the May 16, 2017 City Council packet materials related to the sign code.
- In some cases, multiple changes were made to certain code sections. In each case, the revised code language reflects the changes made in the previous sections of the matrix. For example, the revised code language in item #3 reflects the changes already made in item #2.

<table>
<tr><th>#</th><th>Identified Issue</th><th>May 9, 2017 Summary</th><th>Revised Code Language</th></tr>
<tr><td>1</td><td>• Size limits for Type III signs
• Duration limits for Type I, II, and III signs</td><td>• There was consensus on changing duration for Type II signs to 5 consecutive days
• There was consensus on clarifying that the permitted duration for Type I and Type III signs is 180 days per calendar year.
• There was not consensus on size limit for Type III signs.</td><td>SMC 21A.45.070(1) and 21B.45.140(1)
<table>
<tr><th></th><th>Non-Commercial Temporary Sign Type I – Placed in Public Right-of-Way (Non-A-Frame)</th><th>Non-Commercial Temporary Sign Type II – Placed in Public Right-of-Way (A-Frame)</th><th>Non-Commercial Temporary Sign Type III – Private Property (All Sign Types) (1)</th></tr>
<tr><td>Size Limit</td><td>4 sq ft</td><td>6 sq ft</td><td>16 sq ft if located less than 50 feet from a street property line; 32 sq ft if located 50 feet or more from a street property line</td></tr>
<tr><td>Height Limit</td><td>3 ft above grade</td><td>3.5 ft</td><td>8 ft</td></tr>
<tr><td>Duration</td><td>180 consecutive days per calendar year</td><td>~~2~~ 5 consecutive days</td><td>180 consecutive days per calendar year</td></tr>
</table></td></tr>
</table>

Exhibit 2

#	Identified Issue	May 9, 2017 Summary	Revised Code Language
2	Whether to keep the Planning Commission's recommendation to create a 150-foot radius around the center of intersections in which non-commercial temporary signs may not be placed.	There was consensus on removing the 150-foot radius 150-foot radius around the center of intersections in which non-commercial temporary signs may not be placed.	SMC 21A.45.070(1) and 21B.45.140(1) a) Non-commercial temporary signs may be placed between the sidewalk and the right-of-way line. On roads that only have a shoulder and do not have a sidewalk, non-commercial temporary signs must be placed a minimum of 3 feet from the edge of the asphalt. ~~b) Non-commercial temporary signs shall not be placed in the right-of-way within a 150-foot radius of the center of an intersection.~~ ~~c) The City Engineer, in consultation with the director of public works or their designee, and following review of applicable state and city codes, may approve non-commercial temporary sign placement in the improved portion of the public right-of-way or within a 150-foot radius of the center of an intersection provided that the location and sign characteristics will not present a traffic safety issue.~~ ~~d)~~b) Non-commercial temporary signs shall not be placed in a manner that negatively affects the health of trees, shrubs, or other landscaping.
3	Whether to keep the Planning Commission's recommendation to prohibit placement of non-commercial temporary signs to the area between the sidewalk and the right-of-way line, including planter strips.	There was consensus on removing the prohibition on prohibit placement of non-commercial temporary signs to the area between the sidewalk and the right-of-way line, including planter strips.	SMC 21A.45.070(1) and 21B.45.140(1) a) ~~Non-commercial temporary signs may be placed between the sidewalk and the right-of-way line.~~ On roads that only have a shoulder and do not have a sidewalk, non-commercial temporary signs must be placed a minimum of 3 feet from the edge of the asphalt. ~~b) Non-commercial temporary signs shall not be placed in the right-of-way within a 150-foot radius of the center of an intersection.~~ ~~c) The City Engineer, in consultation with the director of public works or their designee, and following review of applicable state and city codes, may approve non-commercial temporary sign placement in the improved portion of the public right-of-way or within a 150-foot radius of the center of an intersection provided that the location and sign characteristics will not present a traffic safety issue.~~ ~~d)~~b) Non-commercial temporary signs shall not be placed in a manner that negatively affects the health of trees, shrubs, or other landscaping.

Exhibit 2

#	Identified Issue	May 9, 2017 Summary	Revised Code Language
4	Whether to revise the Planning Commission's recommendation that on roads that only have a shoulder and do not have a sidewalk, non-commercial temporary signs must be placed a minimum of 3 feet from the edge of the asphalt.	There was consensus that the language should be changed to say that non-commercial temporary signs may be placed up to the edge of the asphalt, but the sign may not hang over the asphalt.	SMC 21A.45.070(1) and 21B.45.140(1) a) ~~Non-commercial temporary signs may be placed between the sidewalk and the right-of-way line.~~ On roads that only have a shoulder and do not have a sidewalk, non-commercial temporary signs must be placed~~-~~ beyond the edge of the asphalt, and may not be placed so that any part of the sign extends over the asphalt. ~~a minimum of 3 feet from the edge of the asphalt~~. ~~b) Non-commercial temporary signs shall not be placed in the right-of-way within a 150-foot radius of the center of an intersection.~~ ~~c) The City Engineer, in consultation with the director of public works or their designee, and following review of applicable state and city codes, may approve non-commercial temporary sign placement in the improved portion of the public right-of-way or within a 150-foot radius of the center of an intersection provided that the location and sign characteristics will not present a traffic safety issue.~~ ~~d)~~b) Non-commercial temporary signs shall not be placed in a manner that negatively affects the health of trees, shrubs, or other landscaping.
5	Whether to clarify that the prohibition on placement of temporary signs on roundabouts extends to the corners of intersections around the roundabout.	There was consensus that the prohibition on placement of temporary signs on roundabouts extends to the corners of intersections around the roundabout.	SMC 21A.45.070 and 21B.45.140 All temporary signs shall not obstruct sight distances and shall follow the regulations prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, and by SMC 21A.25.220, Sight distance requirements. No temporary signs shall be located within center medians or within roundabouts and the amenity zone along the outside turning edge of a round about, traffic circles, or islands. Temporary signs shall not be illuminated.

Exhibit 2

#	Identified Issue	May 9, 2017 Summary	Revised Code Language
6	How to amend the Community Banner program, and whether to accept the Planning Commission's recommendation that the program be used only for government speech.	There was consensus to continue operating the Community Banner program as it has been.	SMC 21B.45.140(4)(d) a) Community banner signs shall only be located on public banner poles erected by the City for that use; b) Letter on such signs shall not be less than 12 inches in height except for lettering associated with sponsor logos; c) Community banner signs shall not be illuminated or have any attention-getting lights; and ~~d) Only City-sponsored events may be advertised using the Community Banner program~~ d) Sponsor logos shall be limited to the name and corporate symbol of the sponsor.
7	Whether to clarify that sign area for signs contained entirely within a cabinet and mounted on a wall, roof, or monument shall be calculated by measuring the entire front surface area of the cabinet, rather than the entire area.	There was consensus that the code should be amended to clarify that sign area for signs contained entirely within a cabinet and mounted on a wall, roof, or monument shall be calculated by measuring the entire front surface area of the cabinet.	21A.45.050(3) and 21B.45.100(1)(d) (1) Sign area for nonmonument freestanding signs shall be calculated by determining the total surface area of the sign as viewed from any single vantage point, excluding support structures. (2) Sign area for letters or symbols painted or mounted directly on walls or monument signs or on the sloping portion of a roof shall be calculated by measuring the smallest single rectangle that will enclose the combined letters and symbols. (3) Sign area for signs contained entirely within a cabinet and mounted on a wall, roof, or monument shall be calculated by measuring the ~~entire~~ front surface area of the cabinet.

Exhibit 2

#	Identified Issue	May 9, 2017 Summary	Revised Code Language
8	• Whether to clarify that, although they are listed as prohibited in residential zones, freestanding signs are allowed for Residential Identification Signs, Public Agency Facilities, and Residentially Zoned Property with Nonresidential Use. • Whether to remove the restriction that home business signs must be wall signs.	• There was consensus that the code should clarify that although they are listed as prohibited in residential zones, freestanding signs are allowed for Residential Identification Signs, Public Agency Facilities, and Residentially Zoned Property with Nonresidential Use. • There was consensus that there should be no restriction on the type of sign that a home business may use.	SMC 21A.45.060

	Residential Zone	Community Business Zone	Neighborhood Business Zone	Office Zone
	Freestanding Signs			
Quantity	X (5)	One per street frontage		One per street frontage
	Home Business Signs			
Quantity	One	N/A		
Maximum Sign Area ~~(7)~~	6 sq ft	N/A		
	Permanent Residential Development Identification Signs			
Quantity	Two one-sided signs or one two-sided sign per major entrance			
	Signs on Property with Public Agency Facilities			
Quantity	2 per Facility	X		
	Sign on Residentially Zoned Property with Nonresidential Use			
Quantity	2 per Facility	X		

(5) Freestanding signs are allowed in residential zones as home business signs, permanent residential development identification signs, signs on property with public agency facilities, and signs on residentially zoned property with nonresidential use.
~~*(7) Home business signs may only be wall signs.*~~

Exhibit 2

<table>
<tr><th>#</th><th>Identified Issue</th><th>May 9, 2017 Summary</th><th>Revised Code Language</th></tr>
<tr><td>9</td><td>Whether to allow home business signs to use A-frame signs to advertise their business.</td><td>There was consensus in favor of allowing home businesses to use A-frame signs.</td><td>SMC 21A.45.060(1)
<table>
<tr><th></th><th>Residential Zone</th><th>Community Business Zone</th><th>Neighborhood Business Zone</th><th>Office Zone</th></tr>
<tr><td></td><td colspan="4">Home Business Signs</td></tr>
<tr><td>Quantity</td><td>One</td><td colspan="3">N/A</td></tr>
<tr><td>Maximum Sign Area ~~(7)~~(8)</td><td>6 sq ft</td><td colspan="3">N/A</td></tr>
</table>
~~(7) Home business signs may only be wall signs.~~
(8) Home business signs may be wall signs, freestanding signs, or A-frame signs. </td></tr>
<tr><td>10</td><td>Whether to change or remove the maximum height provisions for permanent residential development identification signs.</td><td>There was consensus in favor of increasing the maximum sign height allowed for permanent residential development identification signs from 6 ft to 8 ft per sign.</td><td>SMC 21A.45.060(1)
<table>
<tr><th></th><th>Residential Zone</th><th>Community Business Zone</th><th>Neighborhood Business Zone</th><th>Office Zone</th></tr>
<tr><td></td><td colspan="4">Permanent Residential Development Identification Signs</td></tr>
<tr><td>Maximum Sign Height</td><td>~~6~~ 8 ft (9)</td><td colspan="3">N/A</td></tr>
</table>
(9) Applicable only to freestanding signs. </td></tr>
</table>

Exhibit 2

<table>
<tr><th>#</th><th>Identified Issue</th><th>May 9, 2017 Summary</th><th>Revised Code Language</th></tr>
<tr><td>11</td><td>Whether to either eliminate reference to “Signs with an On/Off Operation,” or to allow this type of illuminated sign in the CB, NB, and Office Zones?</td><td>There was consensus in favor of removing reference to “signs with an on/off operation.</td><td>
<u>SMC 21A.45.060(2)</u>
<table>
<tr><th></th><th>Residential Zone</th><th>Community Business Zone</th><th>Neighborhood Business Zone</th><th>Office Zone</th></tr>
<tr><td>Internal Illumination (1)</td><td>X</td><td colspan="3">P</td></tr>
<tr><td>Indirect Illumination (1)(2)</td><td colspan="4">P</td></tr>
<tr><td>~~Signs with an On/Off Operation~~</td><td>~~X~~</td><td>~~P~~</td><td colspan="2">~~X~~</td></tr>
</table>
(1) The light source for indirectly illuminated signs shall be no farther away from the sign than the height of the sign.
(2) Indirectly illuminated signs shall be arranged so that no direct rays of light are projected from such artificial source into residences or any street right-of-way.
</td></tr>
</table>

Exhibit 2

<table>
<tr><th>#</th><th>Identified Issue</th><th>May 9, 2017 Summary</th><th>Revised Code Language</th></tr>
<tr><td>12</td><td>Whether to allow one real estate-related sign per private street frontage where one is allowed per public street frontage?</td><td>There was consensus in favor of allowing one real estate-related sign per private street frontage where one is allowed per public street frontage.</td><td>SMC 21A.45.070(4) and 21B.45.140(3)
<table>
<tr><th></th><th>Signs Located on Property with Individual Unit for Sale or Rent</th></tr>
<tr><td>Sign Quantity</td><td>One per public or private street frontage</td></tr>
<tr><td>Permitted Location</td><td>One per public or private street frontage</td></tr>
<tr><th></th><th>Signs on Property with Commercial or Industrial Property for Sale or Rent</th></tr>
<tr><td>Permitted Location</td><td>Public or private street frontage</td></tr>
<tr><th></th><th>Signs on Newly Constructed Residential Developments for Sale</th></tr>
<tr><td>Quantity</td><td>Public or private street frontage</td></tr>
</table></td></tr>
<tr><td>13</td><td>Whether to increase the maximum allowed size for real estate signs off-site of properties with an individual unit for sale and without public street frontage.</td><td>There was consensus in favor of increasing the maximum allowed size for real estate signs off-site of properties with an individual unit for sale and without public street frontage from 4 sq ft to 6 sq ft.</td><td>SMC 21A.45.070(4) and 21B.45.140(3)
<table>
<tr><th></th><th>Signs Located on Property with Individual Unit for Sale or Rent (1)</th></tr>
<tr><td>Sign Quantity</td><td>One (2)</td></tr>
<tr><td>Permitted Location</td><td>Public right-of-way adjacent to the intersection of the primary vehicle entrance to the property and closest public street.</td></tr>
<tr><td>Permitted Duration</td><td>Signs shall be removed within five days after closing of the sale, lease or rental of the property.</td></tr>
<tr><td>Maximum Size Area</td><td>6 4 sq ft</td></tr>
</table>
(1) Only allowed for properties with a unit for sale or rent that is not located adjacent to a public street.
(2) When more than three off-site real estate signs are proposed for a location, the fourth proposed sign owner shall install and make available to other licensed real estate agents a frame, designed to allow for a minimum of six signs to be hung in a stacked fashion, to accommodate multiple signs; Frames installed to hold multiple real estate signs shall not exceed a height of six feet. Off-site signs located on a frame shall individually not exceed a height of one and a half feet, a width of two feet, and an area of three square feet.</td></tr>
</table>

Exhibit 2

<table>
<tr><th>#</th><th>Identified Issue</th><th>May 9, 2017 Summary</th><th>Revised Code Language</th></tr>
<tr><td>14</td><td>Whether to clarify that portable off-premises residential directional signs for active open houses for sale or rent are subject to the same placement restrictions as other temporary signs as outlined in SMC 21A.45.070.</td><td>There was consensus in favor of clarifying that portable off-premises residential directional signs for active open houses for sale or rent are subject to the same placement restrictions as other temporary signs as outlined in SMC 21A.45.070.</td><td>SMC 21A.45.070(4) and 21B.45.140(3)
<table>
<tr><th></th><th>Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)</th></tr>
<tr><td>Maximum Sign Area</td><td>6 sq ft</td></tr>
<tr><td>Maximum Height</td><td>42 inches</td></tr>
</table>
(3) Such signs shall be permitted only when the agent or seller is in attendance at the property for sale or rent. <strike>and may be located on the right-of-way outside of vehicular and bicycle lanes.</strike></td></tr>
</table>

Exhibit 2

Bill # 17

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: 5/10/2017

Originating Department: Public Works

Clearances:

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

Subject: Ordinance Reading Approving a fiber optic service non-exclusive franchise agreement between the City of Sammamish and the Zayo Group, LLC

Action Required: Conduct the second reading and adoption on an ordinance establishing a non-exclusive franchise agreement for a fiber-optic telecommunications system with the Zayo Group, LLC to install, construct, maintain, repair and operate a utility system within the public rights of way of the City of Sammamish.

Exhibits:

1. Ordinance granting the Zayo Group, LLC Non-exclusive Franchise agreement with Exhibit A.

Budget: Not Applicable

Summary Statement:

This ordinance establishes a non-exclusive franchise agreement with the Zayo Group, LLC for a fiber-optic telecommunications system. Franchise agreements are powerful tools in managing the occupants within our public right of ways (ROW). These agreements outline the rules, rights, and fees associated with using public property for private purpose. By definition, franchise agreements are applicable for those rights of way occupants that provide services to the local community. Franchise agreements are important as they clearly define what a franchise can and cannot do within the City's ROW. Staff recommends that the Council adopt the Ordinance for the agreement entering into a franchise agreement with the Zayo Group, LLC.

Background:

Staff and our attorney have been working diligently with the Zayo Group, LLC on a new, non-exclusive franchise agreement for a telecommunications system. The Zayo Group, LLC and City of Sammamish with Kenyon Disend staff have worked closely to create the drafted agreement. After an introduction to the City Council on May 2, 2017, the introduction was made and discussion occurred. Questions were asked relative to fees and processes and answers are provided herein.

***Company Overview*:** Zayo Group, LLC is a wholly owned subsidiary of Zayo Group Holdings, Inc., a publically traded company listed on the New York Stock Exchange trading under the ticker ZAYO. Zayo is a global telecommunications company and is certified as a Public Utility by the Washington Transportation and Utilities Commission to provide telephone and telecommunications. Zayo has a large telecom network footprint, throughout the state of Washington as well as throughout North America and Europe, that is in perpetual expansion to accommodate the demand of its ever growing customer base and the exponential growth of demand for telecommunications services and fiber optic bandwidth.

Zayo is a wholesale provider of telecommunications services whose facilities and services are utilized by other retail telecoms such as AT&T, Verizon, Sprint, Windstream, and Centurylink, among many others, for both their terrestrial wireline, as well as the their wireless services. An example of how we support these companies' wireless, cellular systems is the provision of backhaul communications from a customer's cell tower to its mobile telephone switching office over our fiber optic network. Zayo's facilities and services are also used by large enterprises, government agencies and educational institutions.

On an international scale, Zayo's all fiber optic network exceeds 126,000 nautical miles or 9.9 million fiber miles, connecting thousands of data centers, enterprise locations, telephone carrier exchange points, wireless towers, government agencies, hospitals, universities, media centers, financial exchanges, cloud providers and entertainment venues, among many others. zColo, a carrier independent data center division, currently consists of 40 separate facilities located in over 35 major metro markets in North America and Europe. Combining data center/colocation/carrier hotel solutions with global networks enable customers a seamless, one-stop solution to their data storage and communications need.

The Proposal: The initial construction work that Zayo is planning in Sammamish consists of two immediate objectives. The first is to provide communications services, requested by one of its wholesale customers, to help accommodate the demand from their retail customers, who are citizens and businesses in and around Sammamish. The second is that this build that initially benefits wholesale customer and their retail customers, it also further enables Zayo to provide access to their networks to other end users in Sammamish that currently do not have access to their networks, or any high speed networks, and to enable that access at a 'lower cost' than if they were only speculatively building.

Potential Benefits to the City of Sammamish: Zayo's further expansion within Sammamish, which is a part of the Puget Sound area network expansion that is underway, will enable Sammamish's citizens, government agencies, businesses and other institutions to directly connect to their global network as well as the networks of all other telecoms, cable and satellite operators and other network operators throughout the world.
Expected benefits include;

- Greater voice coverage, including 911 emergencies, first responders and other essential public service communication capacities;
- Advanced bandwidth infrastructure and cellular service for community businesses, and educational institutions;
- Increased competition in the telecom pace to promote increase in service availability and lower prices

- Help attract new economic development to the City with companies needing access to state-of-the-art communications.

The Process for Approving a Telecommunications Franchise Agreement: State law dictates that cities must approve or deny telecommunications franchise agreements. Zayo submitted its application to the City and Staff and the City Attorney have been negotiating the terms of the proposed franchise agreement in the period since the application was received. Federal law prohibits cities from regulating telecommunications services. However, cities can ensure that the applicant complies with all permitting and right−of−way regulations. In addition, cities may charge applicants for the cost of processing the permit. Zayo has provided the City with a $5,000 deposit to cover costs associated with processing the franchise application.

Highlights of the Franchise Agreement: The telecommunications franchise agreement presented for City Council consideration includes the following features:

Basic Features:

- The Franchise Ordinance authorizes Zayo to construct, maintain, operate, and repair a fiber−optic broadband telecommunications system using the public rights−of−way within City limits. The Franchise is non−exclusive, meaning the City remains free to grant a similar franchise to another qualified telecommunications system operator during the same time period, so long as the terms are competitively neutral and nondiscriminatory, consistent with federal law.

- The Franchise does not include the right to install or operate cable television or commercial mobile radio (i.e., cellular) services, and Zayo expressly disclaims any right to provide cable service without a separate franchise or an amendment to this one. The City may impose additional compensation requirements for use of public rights−of−way to provide services beyond those specifically authorized in the Franchise Ordinance.

- The Franchise Ordinance does not exempt Zayo from having to obtain other licenses, easements, or agreements needed to place devices on other City or private property (e.g., on utility poles, pipelines, or buildings), nor does it exempt Zayo from having to comply with applicable land−use or development regulations (e.g., conditional use permits or zoning variances).

Conditions of Acceptance:

If the City Council approves the Franchise Ordinance, Zayo has 30 days to accept the Franchise by paying certain administrative costs of the City, submitting proof of financial security, submitting required insurance certificates, and paying the costs of publication of the Franchise Ordinance. Otherwise, the Franchise will be deemed rejected by Zayo.

Transferability of Franchise

With prior notice to the City, Zayo is permitted to transfer the Franchise to another provider, so long as the transferee agrees, in writing, to assume and be responsible for all of Zayo's obligations and

guarantees their performance. The transferee must also supply the required insurance certificates, security fund, and performance bond.

Term of Franchise and Renewal

The Franchise runs for a term of 10 years following acceptance by Zayo. Within 180 days of expiration, and with the agreement of the parties, the City Manager may renew the Franchise for an additional 5 years without further action by the City Council.

Powers Retained by City

The City retains full authority to use the public rights−of−way, including construction of sanitary and storm sewers; paving, widening, or altering rights−of−way; laying down water mains; etc. The City also retains its full police powers to make and enforce laws, although it may not enact new ordinances or amendments that unilaterally alter or impair material rights or benefits granted to Zayo under this Franchise Ordinance.

Liability Protections

- The City has disclaimed liability to Zayo (and its contractors) for any damages relating to the design, condition, or safety of the public rights−of−way within the Franchise area, except for damages due to gross negligence or willful misconduct by the City.

- Zayo has also agreed to a very broad indemnification of the City and its officials and employees for claims by third parties that arise out of or relate to Zayo's occupation and use of the public rights−of−way, its operation of the Telecommunications System, environmental contamination that Zayo causes or contributes to, and any acts or omission of Zayo or its contractors, agents, and employees in connection with its work in the rights−of−way. The City retains liability for third−party damages caused by its own gross negligence or intentional misconduct.

- Zayo is required to obtain a performance bond in the amount of $50,000 to ensure full and faithful performance of Zayo's obligations under the Franchise.

- Zayo and its subcontractors are required to maintain commercial general liability insurance with minimum coverage limits. For Zayo, the applicable limits are $2,000,000 per occurrence,

- $4,000,000 general aggregate, and $1,000,000 products completed operations aggregate. For subcontractors, the applicable limits are $1,000,000 per occurrence, $2,000,000 general aggregate, and $1,000,000 products completed operations aggregate. Zayo is also required to maintain umbrella or excess liability insurance with limits of at least $5,000,000.

Reimbursement of City Costs

Zayo is required to reimburse the City for costs (including labor, materials, equipment, and consultant fees) it incurs in approving and inspecting Zayo's work on its facilities (e.g., the City's review of design

documents and inspections for compliance with the City's Design Standards) to the extent such costs are not included in the issuance of regulatory permits (construction permits, street excavation permits, clearing and grading permits, etc.). Any required work that the City has to perform after Zayo has failed to perform it will be charged to Zayo. The City is required to invoice Zayo for such costs.

Additionally, Zayo is required to reimburse the City up to $3,000 per year for costs incurred in administering the Franchise or amending the Ordinance at Zayo's request or for its benefit. Finally, Zayo must pay the costs of publication of the Franchise Ordinance and any other public notices prior to any public hearings on the Franchise Ordinance.

In accordance to state Law, RCW 35.21.860 no city can impose a franchise fee and can only request reimbursements for incurred expenses.

RCW 35.21.860

Electricity, telephone, or natural gas business, service provider—Franchise fees prohibited—Exceptions.

*(1) No city or town may impose a franchise fee or any other fee or charge of whatever nature or description upon the light and power, or gas distribution businesses, as defined in RCW **82.16.010**, or telephone business, as defined in RCW **82.16.010**, or service provider for use of the right-of-way, except:*
*(a) A tax authorized by RCW **35.21.865** may be imposed;*
*(b) A fee may be charged to such businesses or service providers that recovers actual administrative expenses incurred by a city or town that are directly related to receiving and approving a permit, license, and franchise, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to chapter **43.21C** RCW …*

Construction Standards, Permit Application, and Approval Process

- Zayo may not commence work without the City's prior approval of its design documents. The City may require Zayo to install facilities at a particular time, or in a particular place or manner as a condition of access, and may require removal of any facilities not installed in compliance with the current edition of the City Standards for Public Work Engineering and Construction, or any of the other federal, state, and City standards and codes specified in Section 7.3 of the Franchise Ordinance.

- The City may review and approve Zayo's design documents with respect to, among other things: location, alignment, and depth; any measures needed to preserve the free flow of traffic; structural integrity, functionality, and compatibility with roadways, sidewalks, traffic signals, etc.; ease of road maintenance; appearance; and compatibility with the City's longer–term plans.

- Before performing any work in public rights–of–way, Zayo must apply for and obtain all regulatory permits required by City ordinance or rule, at Zayo's expense.

- Any contractors or subcontractors of Zayo must adhere to the conditions and limitations of the Franchise Ordinance, and Zayo must ensure that they are familiar with the Franchise Ordinance

and that all work performed by them is in compliance with it.

- Zayo is required to use suitable barricades, flags, lights, and other measures as required for the safety of the general public and to prevent accidents and injuries to persons, vehicles, or other property due to work done in public rights−of−way.

Right of Inspection

Upon 72 hours' notice, or without notice in case of emergency, the City may inspect Zayo's facilities to determine compliance with the Franchise Ordinance or other applicable requirements. The City retains the power to immediately stop all work that the City learns or determines is non−compliant or is being performed in an unsafe or dangerous manner, and may compel Zayo to take actions necessary to correct the unsafe condition or otherwise bring the work into compliance.

Facility Relocations

- The City may require Zayo to alter, adjust, or relocate any facilities when reasonably necessary for the construction, repair, or improvement of any public rights−of−way in furtherance of the public health, safety, or welfare. The City must give 180 days' notice, and must make reasonable efforts to provide an alternate location for Zayo's facilities. The City also must, within budgetary constraints, consider any alternative designs proposed by Zayo to mitigate the impact on its facilities. Zayo may seek reimbursement of its relocation costs when authorized by law to do so.

- If there is an immediate threat to public health or safety, the City may require Zayo, at Zayo's expense, to shut down, relocate, remove, or modify its facilities in a public right−of−way, without regard to fault. A party seeking alteration, adjustment or temporary relocation of Zayo facilities for something other than a public improvement project must compensate Zayo for its time, engineering, design, and material costs.

- After construction of any facilities, or upon request by the City, Zayo must provide up−to−date maps showing the horizontal and vertical location and configuration of located or relocated facilities in the public rights−of−way. Zayo does not, however, warrant the accuracy of such maps; it represents only that its Telecommunications Systems are shown in approximate locations.

Duty of Restoration

Zayo has a duty to leave the public rights−of−way and other property disturbed by its work in as good or better condition as it was before commencement of construction. Zayo must complete restoration work to the reasonable satisfaction of the City, as determined by the City Engineer, and warrant restoration work for at least two years. Restoration work for adjacent private property disturbed or damaged by Zayo must be performed to the private owner's reasonable satisfaction.

Revocation of Franchise

Upon an uncured default by Zayo, the City may give notice of intent to revoke the Franchise. If Zayo objects to the revocation, it may object in writing and provide its rationale. The City may then

conduct a public hearing, at which evidence and witness may be examined, before deciding whether to terminate or revoke the Franchise. The City Council's decision is final, subject only to other appeal rights provided by law.

Financial Impact:

Because the requirements on Zayo to reimburse the City's costs associated with developing, implementing and monitoring this Franchise Agreement, the financial impact of approving the Franchise agreement is budget neutral.

In accordance to RCW 35.21.860

Recommended Motion:

Move to adopt Ordinance No. O2017-___ granting a franchise agreement to The Zayo Group, LLC.

Bill # 17

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2017- ___

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING TO ZAYO GROUP, LLC, A NONEXCLUSIVE FRANCHISE TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, AND OPERATE A BROADBAND TELECOMMUNICATIONS SYSTEM WITHIN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Zayo Group, LLC, a Delaware limited liability company ("Franchisee"), has applied to the City to construct, install, maintain, repair, and operate a fiber optic-based telecommunications system within the public rights-of-way of the City; and

WHEREAS, Franchisee represents that it has the legal, technical, and financial qualifications to operate in the rights-of-way of the City as a wireline telephone business and a telecommunications company within the meaning of Title 80 RCW; and

WHEREAS, based on representations and information provided by Franchisee, and in response to its request for the grant of a franchise, the City Council has determined that the grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, are consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant such a nonexclusive franchise within the boundaries of the City;

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

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ARTICLE 1. DEFINITIONS.

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations where capitalized have the meanings given herein. Words not defined herein have the meaning given in Title 14 of the Sammamish Municipal Code. Words not defined herein or in Title 14 of the Sammamish Municipal

Code, have the meaning given pursuant to such federal or state statutes, rules, or regulations that apply to and regulate the services provided by the Franchisee. Words not otherwise defined have their common and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation, or rule referred to herein are renumbered, then the reference is intended to refer to the renumbered provision.

"Affiliate" when used in connection with Franchisee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Franchisee.

"City" means the City of Sammamish, a municipal corporation organized as a non-charter code city, operating under the laws of the state of Washington.

"Construct" means to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, remove, or support.

"Default" means any failure of a Party to keep, observe, or perform any of its duties or obligations under this Franchise.

"Design Document(s)" means the plans and specifications for the Construction of the Facilities meeting the minimum applicable general plan submittal requirements for engineering services plan review as set forth in the City's Design Standards manual, illustrating and describing the refinement of the design of the Telecommunications System Facilities to be Constructed, establishing the scope, relationship, forms, size and appearance of the Facilities by means of plans, sections and elevations, typical construction details, location, alignment, materials, and equipment layouts. The Design Documents include specifications that identify utilities, major material and systems, Public Right-of-Way improvements, restoration and repair, and establish in general their quality levels.

"Direct Costs" means all costs and expenses incurred by the City that are directly related to a particular activity or activities, including by way of example:

i. All costs and expenses of materials, equipment, supplies, utilities, consumables, goods, and other items used or incorporated in connection with and in furtherance of such activity or activities, and any taxes, insurance, and interest expenses related thereto, including costs for crews and equipment;

ii. All costs and expenses of labor inclusive of payroll benefits, non-productive time, and overhead for each of the labor classifications of the employees performing work for the activity and determined in accordance with the City's ordinary governmental accounting procedures; and

iii. All costs and expenses to the City for any work by consultants or contractors to the extent performing work for a particular activity or activities including, by way of example and not limitation, engineering and legal services.

"Dispute" means a question or controversy that arises between the Parties concerning the observance, performance, interpretation, or implementation of any of the terms, provisions, or conditions contained in this Franchise or the rights or obligations of either Party under this Franchise.

"Effective Date" is defined at Section 4.3 herein.

"Emergency" means a sudden condition or set of circumstances that, (a) significantly disrupts or interrupts the operation of Facilities in the Public Rights-of-Way and Franchisee's ability to continue to provide services if immediate action is not taken, or (b) presents an imminent threat of harm to persons or property if immediate action is not taken.

"Environmental Law(s)" means any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health or the environment, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

"Facility" or "Facilities" means any part or all of the facilities, equipment, and appurtenances of Franchisee whether underground or overhead and located within the Public Rights-of-Way as part of the Franchisee's Telecommunications System, including but not limited to conduit, case, pipe, line, fiber, cabling, equipment, equipment cabinets and shelters, vaults, generators, conductors, poles, carriers, drains, vents, guy wires, encasements, sleeves, valves, wires, supports, foundations, anchors, transmitters, receivers, antennas, and signage.

"Franchise" means the grant, once accepted, giving general permission to the Franchisee to enter into and upon the Public Rights-of-Way to use and occupy the same for the purposes authorized in this Franchise Ordinance, all pursuant and subject to the terms and conditions as set forth herein.

"Franchisee" means Zayo Group, LLC, and any of its Affiliates.

"Franchise Area" means collectively or individually the Public Rights-of-Way located within the area described in Exhibit "C".

"Franchise Ordinance" means this ordinance authorizing the Franchise.

"Hazardous Substance" means those substances which have been recognized as dangerous or potentially dangerous to health, welfare, or to the environment by any federal, municipal, state, City, or other governmental or quasi-governmental authority,

and/or any department or agency thereof; those substances which use, or have as its component thereof or therein, asbestos or lead-based paint; and petroleum oil and any of its fractions; and as the term has been defined, listed, or regulated under any Environmental Law.

"Law(s)" means all present and future applicable laws, ordinances, rules, regulations, resolutions, environmental standards, orders, decrees, and requirements of all federal, state, and local governments, the departments, bureaus or commissions thereof, or other governmental authorities, including the City acting in its governmental capacity. References to Laws shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances, and regulations now in force or hereinafter enacted or amended.

"Noticed Party" means the Party in receipt of notice that it is in Default.

"Person" means any individual, corporation, partnership, association, joint-stock-company, limited liability company, political subdivision, public corporation, taxing districts, trust, or any other legal entity, but not the City or any Person under contract with the City to perform work in the Public Rights-of-Way.

"Party(ies)" means either the City or the Franchisee or both.

"Private telecommunications system" means a telecommunications system controlled by a person or entity for the sole and exclusive use of such person, entity, or affiliate thereof, including the provision of private shared telecommunications services by such person or entity. "Private telecommunications system" does not include a system offered for hire, sale, or resale to the general public.

"Public Rights-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, or other public right-of-way, including any easement now or hereafter held by the City, within the corporate boundaries of the City as now or hereafter constituted for the purpose of public travel, and over which the City has authority to grant permits, licenses, or franchises for use thereof, or has regulatory authority over. "Public Rights-of-Way" excludes railroad rights-of-way, airports, harbor areas, buildings, parks, poles, conduits, and such similar facilities or property owned, maintained, or leased by the City in its proprietary capacity or as an operator of a utility.

"Public Works Director" means the Public Works Director for the City or his or her designee or such officer or person who has been assigned the duties of public works director or his or her designee.

"Regulatory Permit" means a permit issued under the regulatory authority of the City that provides specific requirements and conditions for Work to Construct Facilities within the Public Rights-of-Way and includes, by way of example and not limitation, a

construction permit, building permit, street excavation permit, barricade permit, and clearing and grading permit.

"Remedy", "Remediate", and "Remedial Action" have the same meaning as they are given under the Model Toxics Control Act (Chapter 70.105D RCW) and its implementing regulations at Chapter 173-340 WAC.

"Service" means the service or services authorized to be provided by the Franchisee under the terms and conditions of this Franchise.

"Telecommunications Service" means the electronic transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points. Telecommunications Service includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as voice over internet protocol services or is classified by the federal communications commission as enhanced or value added. Telecommunications Service excludes radio and television audio and video programming services, regardless of the medium, including the furnishing of transmission, conveyance, and routing of such services by the programming service provider. Radio and television audio and video programming services include but are not limited to cable service as defined in 47 U.S.C. Sec. 522(6) and audio and video programming services delivered by commercial mobile radio service providers, as defined in section 20.3, Title 47 C.F.R.

"Transfer" means any transaction in which all or a portion of the Telecommunications System is sold, leased, or assigned (except a sale or transfer that results in removal of a particular portion of the Telecommunications System from the Public Rights-of-Way); or the rights and/or obligations held by the Franchisee under the Franchise are transferred, sold, assigned, or leased, in whole or in part, directly or indirectly, to another Person. A transfer of control of an operator is not a Transfer as long as the same person continues to hold the Franchise both before and after the transfer of control.

"Telecommunications System" means collectively the Facilities that together with other facilities, appurtenances, and equipment of Franchisee or other Persons are used to provide Telecommunications Services.

"Work" means any and all activities of the Franchisee, or its officers, directors, employees, agents, contractors, subcontractors, volunteers, invitees, or licensees, within the Public Rights-of-Way to Construct the Facilities.

ARTICLE 2. FRANCHISE GRANT.

2.1 Public Right-of-Way Use Authorized. Subject to the terms and conditions of this Franchise, the City hereby grants to Franchisee a nonexclusive Franchise authorizing

the Franchisee to Construct, maintain, repair, and operate Facilities in, along, among, upon, across, above, over, and under the Public Rights-of-Ways located within the Franchise Area.

2.2 Authorized Services. Franchisee may use the Public Rights-of-Way to Construct, maintain, repair and operate its Facilities as part of its Telecommunications System to provide Telecommunications Services. This authorization is limited and is not intended nor may it be construed as granting Franchisee or any other Person the right, duty, or privilege to use its Facilities or the Public Rights-of-Way to provide Services not specifically authorized herein. This Franchise does not prevent the City from lawfully imposing additional conditions, including additional compensation conditions, if authorized by applicable law for use of the Public Rights-of-Way, should Franchisee provide Service other than Service specifically authorized herein. However, this Franchise shall not be read as a concession by the Franchisee that it needs authorization to provide any services not otherwise authorized herein. Notwithstanding the foregoing, this Franchise does not authorize Franchisee to provide cable service as defined in 47 U.S.C. Sec. 522(6). Franchisee understands and acknowledges that a separate franchise, or amendment to this Franchise, is required for the provision of cable service.

2.3 No Rights by Implication. No rights pass to the Franchisee by implication. Without limiting the foregoing and by way of example, this Franchise does not include or substitute for:

2.3.1 Any other authorization required for the privilege of transacting and carrying on a business within the City that may be lawfully required by the Laws of the City;

2.3.2 Any Regulatory Permit required by the City for Public Rights-of-Way users in connection with operations on or in Public Rights-of-Way or public property; or

2.3.3 Any licenses, leases, easements, or other agreements for occupying any other property or infrastructure of the City or other Persons to which access is not specifically granted by this Franchise including, without limitation, agreements for placing devices on poles, light standards, in conduits, in vaults, in or on pipelines, or in or on other structures or public buildings.

2.3.4 Any permits or other authorizations that may be required under the land use code and development regulations of the City for the construction of Facilities within a particular zoning district in the City, including by way of example and not limitation, a conditional use permit or a variance.

2.4 Interest in the Public Right-of-Way/Release/Indemnity. This Franchise does not convey title, equitable or legal, in the Public Rights-of-Way. This Franchise shall not be deemed to grant more than those rights which the City has the undisputed right and power to give. The grant given herein does not confer rights other than as expressly provided in the grant and is subject to the limitations in applicable Law. Such right may

not be subdivided or subleased to a person other than the Franchisee except as set forth in Section 2.8 below.

CITY DOES NOT WARRANT ITS TITLE OR PROPERTY INTEREST IN OR TO ANY FRANCHISE AREA NOR UNDERTAKE TO DEFEND FRANCHISEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

Franchisee hereby releases City from any and all liability, cost, loss, damage or expense in connection with any claims that City lacked sufficient legal title or other authority to convey the rights described herein. If Franchisee or Franchisee's contractors are evicted by anyone owning or claiming title to, or any interest in the Franchise Area, City is not liable to Franchisee or Franchisee's contractors for any costs, losses, or damages of any Party.

2.5 Rights Subordinate. Franchisee further acknowledges that Franchisee's rights under this Franchise to Construct Facilities in the Franchise Area, are subject and subordinate to all outstanding rights and encumbrances on the City's Public Rights-of-Way.

2.6 Condition of Franchise Area. Franchisee has inspected or will inspect the Franchise Area described on the attached Exhibit C, and enters upon each such Franchise Area with knowledge of its physical condition and the danger inherent in operations conducted in, on, or near any Franchise Area. Franchisee acknowledges that Hazardous Substances or other adverse matters may affect the Franchise Area that were not revealed by Franchisee's inspection.

CITY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF THE FRANCHISE AREA, INCLUDING THE ENVRONMENTAL CONDITION OF THE FRANCHISE AREA, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PUBLIC RIGHT-OF-WAY, OR THE CONFORMITY OF ANY PART OF THE PUBLIC RIGHT-OF-WAY TO ITS INTENDED USES. CITY IS NOT RESPONSIBLE TO FRANCHISEE OR ANY OF FRANCHISEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PART OF THE PUBLIC RIGHT-OF-WAY PRESENT ON OR CONSTITUTING ANY FRANCHISE AREA, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES, EXCEPT TO THE EXTENT ANY DAMAGES RELATING TO THE CONDITION, QUALITY, OR SAFETY OF ANY PART OF THE PUBLIC RIGHT-OF-WAY ARISE FROM THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2.7 Franchise Nonexclusive. This Franchise IS nonexclusive. Subject to the terms and conditions herein, the City may at any time grant authorization to others to use the

Public Rights-of-Way for any lawful purpose on terms and conditions that are competitively neutral and nondiscriminatory among similarly situated franchisees. No other Person holding a valid franchise has superior rights to Franchisee to use and occupy the space within the Public Right-of-Way lawfully occupied by Franchisee Facilities, except as provided pursuant to Section 7.8 (Facility Relocation) hereof.

2.8 Transfer. Franchisee may Transfer this Franchise after prior written notice to the City and Transferee's written commitment, in substantially the form of the agreement attached hereto as Exhibit "B", delivered to the City, that transferee(s) will thereafter be responsible for all obligations of Franchisee with respect to the Franchise and guaranteeing performance under the terms and conditions of the Franchise and that transferees will be bound by all the conditions of the Franchise and will assume all the obligations of its predecessor. Such a Transfer shall relieve the Franchisee of any further obligations under the Franchise, including any obligations not fulfilled by Franchisee's Transferee; but the Transfer shall not in any respect relieve the Franchisee, or any of its successors in interest, of responsibility for acts or omissions, known or unknown, or the consequences thereof, which acts or omissions occur prior to the time of the Transfer. This Franchise may not be transferred without filing or establishing with the City the insurance certificates, security fund, and performance bond as required pursuant to this Franchise and paying all Direct Costs to the City related to the Transfer.

Notwithstanding the foregoing, notice to the City is not required for a mortgage, hypothecation, or an assignment of Franchisee's interest in the Franchise in order to secure indebtedness.

Franchisee may, without the prior written notice to or consent of the City: (i) lease the Telecommunications System, or any portion thereof, to another Person; (ii) grant an Indefeasible Right of User Interest in the Telecommunications System, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Telecommunications System to another Person; provided that, Franchisee at all times retains exclusive control over its Telecommunications System and remains responsible for Constructing its Facilities pursuant to the terms and conditions of this Franchise, and provided further that, Franchisee may grant no rights to any such Person that are greater than any rights Franchisee has pursuant to this Franchise; such Persons shall not be construed to be a third-party beneficiary hereunder; and, no such Person may use the Telecommunications System for any purpose not authorized herein.

2.9 Street Vacation. If any Public Right-of-Way or portion thereof used by Franchisee is to be vacated during the term of this Franchise, unless as a condition of such vacation the Franchisee is granted the right to continue to occupy the vacated Public Right-of-Way, Franchisee shall, without delay or expense to City, remove its Facilities from such Public Right-of-Way, and restore, repair, or reconstruct the Public Right-of-Way where such removal has occurred, and place the Public Right-of-Way in such condition as may be required by the City. Nothing herein is intended to operate as a waiver of Franchisee's right or entitlement under state law or City ordinance to receive notice of or to object to vacation of the Public Right-of-Way occupied by Franchisee Facilities.

2.10 Reservation of City Use of Public Right-of-Way. Nothing in this Franchise prevents the City from constructing sanitary or storm sewers; grading, changing grade, paving, repairing, widening or otherwise altering any Public Right-of-Way; laying down, repairing or removing water mains; or installing conduit or fiber optic cable.

ARTICLE 3. COMPLIANCE WITH LAWS/ORDER OF PRECEDENCE.

3.1 Alteration of Material Terms and Conditions. Subject to federal and State preemption, the material rights, benefits, obligations or duties as specified in this Franchise may not be unilaterally altered or impaired by the City through subsequent amendments to, or enactment of, any ordinance, regulation, resolution, or other enactment of the City. Notwithstanding the foregoing, the City specifically reserves its right to make and enforce those laws that are within the lawful exercise of the City's police power.

3.2 Compliance with Laws. Except as provided herein pursuant to Section 3.1, the Franchisee agrees to comply with all applicable Laws as now or hereafter in effect, and any lawful orders from regulatory agencies or courts with jurisdiction over Franchisee and its Facilities, or over the City and the Public Rights-of-Way.

3.3 Reservation of Rights/Wavier. The City expressly reserves all of its rights, authority, and control arising from any relevant provisions of federal, State, or local Laws granting the City rights, authority, or control over the Public Rights-of-way or the activities of the Franchisee.

3.4 Change in Form of Government. Any change in the form of government of the City shall not affect the validity of this Franchise. Any governmental unit succeeding the City shall, without the consent of Franchisee, succeed to all of the rights and obligations of the City provided in this Franchise.

ARTICLE 4. ACCEPTANCE.

4.1 Acceptance. Within thirty (30) days after the passage and approval of this Franchise by the City Council, Franchisee must accept this Franchise by filing with the City Clerk during regular business hours, or to the City Attorney, three originals of this Franchise with its original signed and notarized written acceptance of all of the terms, provisions, and conditions of this Franchise in conformance with Exhibit "A", together with the following items, or else this Franchise is void:

4.1.1 Payment in readily available funds of the administrative costs for issuance of the Franchise in conformance with the requirements of Section 5.6 herein.

4.1.2 Submission of proof of financial security in accordance with Section 5.3 herein.

4.1.3 Submission of an insurance certificate in accordance with Section 5.2 herein.

4.1.4 Payment of the costs of publication of this Franchise Ordinance in conformance with the requirements of Section 8.18 herein.

In the event that the thirtieth day falls on a Saturday, Sunday or legal holiday during which the City is closed for business, the filing date shall fall on the last business day before such Saturday, Sunday or legal holiday.

4.2 Failure to Timely File Acceptance. Franchisee's failure to timely file its written acceptance will be deemed a rejection by Franchisee, and this Franchise will then be void.

4.3 Effective Date; Term.

4.3.1 Effective Date. Except as provided pursuant to Section 4.2 of this Franchise, the this Ordinance and Franchise take effect at 12:01 a.m. on the day following Franchisee's acceptance under Section 4.1, or on the sixth day after the City Council's adoption of this Franchise Ordinance, whichever occurs later ("Effective Date").

4.3.2 Term. The Term of this Franchise is ten (10) years from the Effective Date, unless sooner terminated, revoked, or rendered void. No more than one hundred eighty (180) days prior to expiration, the Parties may mutually agree in writing to extend the term of this Franchise for an additional five (5) year term upon the same terms and conditions as provided herein. The City Manager is authorized to execute such an extension on behalf of the City without further action or approval by the City Council.

4.4 Effect of Acceptance. By accepting the Franchise the Franchisee:

4.4.1 Accepts and agrees to comply with and abide by all of the lawful terms and conditions of this Franchise;

4.4.2 Acknowledges and agrees that it has carefully read the terms and conditions of this Franchise; it unconditionally accepts all of the terms and conditions of this Franchise; it unconditionally agrees to abide by the same; it has relied upon its own investigation of all relevant facts; it has had the assistance of counsel; it was not induced to accept a Franchise; and this Franchise represents the entire agreement between the Franchisee and the City;

4.4.3 Warrants that Franchisee has full right and authority to enter into and accept this Franchise in accordance with the terms hereof, and by entering into or performing this Franchise, Franchisee is not in violation of its charter or by-laws, or any law, regulation, or agreement by which it is bound or to which it is subject; and

4.4.4 Warrants that Franchisee has full right and authority to enter into and accept this Franchise in accordance with the terms hereof, that the signatories for Franchisee hereto are authorized to sign the Franchise acceptance, and that the joinder or

consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Franchise.

4.5 Effect of Expiration/Termination. Upon expiration, revocation or termination of the Franchise without renewal or other authorization, Franchisee will no longer be authorized to operate the Facilities within the Franchise Area and shall, to the extent it may lawfully do so, cease operation of the Facilities. Forthwith thereafter, except as provided in this Section, or as otherwise provided by ordinance, Franchisee shall: (1) remove its Facilities from the Public Rights-of-Ways and restore the Public Right-of-Way in accordance with Section 7.12.1 (Restoration of Public Rights-of-Way) hereof; (2) sell its Facilities to another entity authorized to operate Facilities within the Franchise Area (which may include the City) in accordance with the transfer provisions under Section 2.8; or (3) abandon any Facilities in place in the Public Rights-of-Way in accordance with Section 7.14 (Abandonment of Facilities) hereof.

ARTICLE 5. PROTECTION OF THE CITY AND PUBLIC.

5.1 Limitation of Liability.

5.1.1 INDEMNITY/RELEASE/DEFENSE. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE RELEASES, INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS THE CITY AND THE CITY'S SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS (ELECTED OR APPOINTED), EMPLOYEES, VOLUNTEERS, AND AGENTS (COLLECTIVELY, "**INDEMNITEES**") FOR, FROM, AND AGAINST ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES, AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "**LIABILITIES**") ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

5.1.1.1 FRANCHISEE'S OCCUPATION AND USE OF THE PUBLIC RIGHT-OF-WAY;

5.1.1.2 FRANCHISEE'S OPERATION OF THE TELECOMMUNICATIONS SYSTEM;

5.1.1.3 ENVIRONMENTAL CONTAMINATION OF THE PUBLIC RIGHTS-OF-WAY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY FRANCHISEE OR ITS CONTRACTORS, SUBCONTRACTORS, OR AGENTS (BUT ONLY TO THE EXTENT OF SUCH AGGRAVATION OR CONTRIBUTION); AND

5.1.1.4 ANY ACT OR OMISSION OF FRANCHISEE OR FRANCHISEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS,

OFFICERS, OR EMPLOYEES IN CONNECTION WITH WORK IN THE PUBLIC RIGHTS-OF-WAY.

THE ONLY LIABILITIES WITH RESPECT TO WHICH FRANCHISEE'S OBLIGATION TO RELEASE AND INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF AN INDEMNITEE OR FOR LIABILITIES THAT BY LAW THE INDEMNITEES CANNOT BE INDEMNIFIED FOR.

This covenant of indemnification includes, but is not limited to, Liabilities arising (1) as a result of the negligent acts or omissions of Franchisee, its agents, servants, officers, or employees in barricading, instituting trench safety systems, or providing warnings of any excavation, construction, or work in any public Rights-of-Way or other public place in performance of work or services Permitted under this Franchise; and (2) solely by virtue of the City's ownership or control of the Public Rights-of-Way or other public properties occupied or used by Franchisee.

The fact that Franchisee carries out any activities under this Franchise through independent contractors is not a defense to Franchisee's duties of defense and indemnification under this Section 5.1.

5.1.2 Tender of Defense. Upon written notice from the City, Franchisee agrees to assume the defense of any lawsuit, claim, or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Franchise for which Franchisee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Franchisee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments. Further, said indemnification obligations shall extend to claims that are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend and may participate in the defense of a claim and, in any event, Franchisee may not agree to any settlement of claims financially affecting the City without the City's prior written approval which shall not be unreasonably withheld. If separate representation to fully protect the interests of both Parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, Franchisee shall select additional counsel with no conflict with the City. Franchisee's indemnification obligations do not apply to any lawsuit, claim, or proceeding, including any settlement or compromise of a claim that is not reduced to a suit, if the City fails to provide timely notice to Franchisee and the delay in providing notice causes prejudice to Franchisee, or if City enters into a settlement or compromise, or consents to entry of judgment, without Franchisee's prior written consent.

5.1.3 Refusal to Accept Tender. If Franchisee refuses the tender of defense in any suit or claim, the tender having been made pursuant to the indemnification clauses contained herein, and the refusal is subsequently determined by a court having

jurisdiction (or such other tribunal that the Parties agree to decide the matter) to have been a wrongful refusal on the part of Franchisee, then Franchisee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

5.1.4 Title 51 Waiver. THE FRANCHISEE WAIVES IMMUNITY UNDER RCW TITLE 51 AND AFFIRMS THAT THE CITY AND THE FRANCHISEE HAVE SPECIFICALLY NEGOTIATED THIS PROVISION, AS REQUIRED BY RCW 4.24.115, TO THE EXTENT IT MAY APPLY.

5.1.5 Inspection. Inspection or acceptance by the City of any Work performed by Franchisee at the time of completion of construction is not grounds for avoidance of any of these covenants of indemnification.

5.2 Insurance Requirements. See Attached Exhibit "D".

5.3 Financial Security. See Attached Exhibit "E".

5.4 Contractors/Subcontractors. Franchisee contractors and subcontractors performing Work in the Public Rights-of-Way shall comply with such bond, indemnity, and insurance requirements as may be required by City code or regulations, or other applicable Law. If no such requirements are set forth in the City code or regulations, the Franchisee contractors and subcontractors shall comply with the requirements set forth in attached Exhibit "F".

5.5 Liens. In the event that any City property becomes subject to any claims for mechanics', artisans', or materialmen's liens, or other encumbrances chargeable to or through Franchisee which Franchisee does not contest in good faith, Franchisee shall promptly, and in any event within 30 days from receipt of written notice of such lien, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit, or other means), without cost to the City, and shall indemnify the City against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Franchisee after first giving Franchisee five business days' advance notice of its intention to do so. Nothing herein precludes Franchisee's or the City's contest of a claim for lien or other encumbrance chargeable to or through Franchisee or the City, or of a contract or action upon which the same arose.

5.6 Financial Conditions.

5.6.1 Franchise Fees. During the term of this Franchise, should federal and/or state Law change or the statutory prohibition or limitation upon assessment of Franchise fees be invalidated, amended, or modified allowing revenues derived by Franchisee from any Services provided by Franchisee using the Franchise Area to be subject to a Franchise fee or other fee in lieu of a Franchise fee that was otherwise

prohibited or limited on the Effective Date, the City and Franchisee shall in good faith endeavor to negotiate a reasonable Franchise fee or other fee or other consideration in lieu of a Franchise fee, consistent with federal and/or state Law. The fee or other consideration shall be comparable to Franchise or similar fees received by the City, or other cities of comparable population or assessed property value, for other similar uses of the Public Rights-of-Way by similar users.

5.6.2 Reimbursement of Direct Costs of Application, Negotiation, Amendment, Administration, and Renewal. In addition to an initial application fee of $5,000, Franchisee shall reimburse the City for all other Direct Costs of the City relating to the negotiation, amendment (if requested by or for the benefit of the Franchisee), and administration of this Franchise; but Franchisee's annual reimbursement of Direct Costs shall not exceed $3,000 in any calendar year of the initial ten (10) year term of this Franchise. In the event of renewal, the Parties shall renegotiate the annual reimbursement cap on the City's Direct Costs.

5.6.3 Reimbursement of Direct Costs of Design Review and Inspection. City approvals and inspections, as provided for in this Franchise, are for the sole purpose of protecting the City's rights as the owner or manager of the road Public Rights-of-Way and are separate and distinct from the approvals and inspections and fees that may be required pursuant to a Regulatory Permit. Therefore, Franchisee shall reimburse to the City, its Direct Costs of approvals and inspections, to the extent that such Direct Costs are not included in the costs for issuance of and compliance with a Regulatory Permit. Approvals and inspection include, by way of example and not limitation, review of design documents and inspection for compliance with Standards and Design Document submittal.

5.6.4 Franchisee Responsibility for Costs. Except as expressly provided otherwise in this Franchise, any act that Franchisee or its contractors or subcontractors are required to perform under this Franchise shall be performed at their sole cost and expense.

5.6.5 Franchisee Work Performed by the City. Any work performed by the City that Franchisee has failed to perform as required pursuant to this Franchise and which is performed by the City in accordance with the terms of this Franchise, shall be performed at the cost and expense of the Franchisee. Franchisee shall pay the Direct Costs to the City for performing such work.

5.6.6 Costs to be Borne by Franchisee. Franchisee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, contemporaneous with its acceptance of this Franchise.

5.6.7 Taxes and Fees. Nothing contained in this Franchise Agreement exempts Franchisee from Franchisee's obligation to pay any utility tax, business tax, or ad valorem property tax, now or hereafter levied against real or personal property within the City, or against any local improvement assessment imposed on Franchisee. Any fees,

charges, and/or fines provided for in the City Municipal Code or any other City ordinance, whether pecuniary or in-kind, are separate from, and additional to, any and all federal, state, local, and City taxes as may be levied, imposed, or due from Franchisee.

5.6.8 Itemized Invoice. Upon request and as a condition of payment by the Franchisee of Direct Costs payable by Franchisee under this Franchise, City shall submit an itemized billing so as to specifically identify the Direct Costs incurred by the City for each project for which the City claims reimbursement.

5.6.9 Time for Payment. All non-contested amounts owing shall be due and paid within sixty (60) days of receipt of invoice, or itemized invoice if requested; provided that, in the event that an itemized invoice is not provided at the time of receipt of invoice and the City receives a request from Franchisee for an itemized invoice within 30 days of receipt of invoice, such amounts shall be due and paid within sixty (60) days of receipt of the itemized invoice.

5.6.10 Overdue Payments. Any amounts payable under this Franchise by Franchisee which are not paid upon the due date thereof shall bear interest at the lower of (x) the maximum interest rate allowed by law, and (y) a rate of twelve (12%) percent per annum.

5.6.11 Contesting charges. Franchisee may contest all or parts of amounts owed within sixty (60) days of receipt of any invoice. The City will investigate Franchisee's contest and will make appropriate adjustments to the invoice, if necessary, and resubmit the invoice to Franchisee. Franchisee shall pay any amounts owning as itemized in the resubmitted invoice which amounts shall be due within thirty (30) days of receipt of the resubmitted invoice. However, Franchisee does not waive its rights to further dispute resolution processes pursuant to Section 6.1 of this Franchise. Submittal of a dispute over amounts owing pursuant to Section 6.1 does not relieve the Franchisee of its obligation to pay amounts due under the resubmitted invoice.

5.6.12 Receivables. Either Party hereto may assign any monetary receivables due them under this Franchise upon notice to the other, but (i) such transfer will not relieve the assignor of any of its rights or obligations under this Franchise, and (ii) Franchisee will have no notice obligation with respect to any receivables other than those owed by the City.

ARTICLE 6. ENFORCEMENT AND REMEDIES.

6.1 Communication and Discussion. The Parties are fully committed to working with each other throughout the term of this Franchise and agree to communicate regularly with each other at all times so as to avoid or minimize Disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a Dispute. The Parties each commit to resolving a Dispute in an amicable, professional and expeditious manner.

The Parties further agree that in the event a Dispute arises, they will attempt to resolve it through discussions between representatives of each Party. Each Party will exchange relevant information that will assist the Parties in resolving the Dispute.

6.2 Remedies. The Parties have the right to seek any and all remedies, in equity, at law, or in contract. Remedies are cumulative; the exercise of one does not foreclose the exercise of others. No provision of this Franchise bars either Party from seeking appropriate judicial relief.

Neither the existence of other remedies identified in this Franchise nor the exercise thereof bar or otherwise limit the right of either Party to recover monetary damages, as allowed under applicable Law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief, or mandate, or to commence an action for equitable or other relief and/or proceed against the other Party and any guarantor for all direct monetary damages, costs, and expenses, including reasonable attorneys' fees.

The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation, or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law.

6.3 Right to Cure Default.

6.3.1 Notice. If a Party believes that the other Party is in Default, such Party shall give written notice to the Noticed Party stating with reasonable specificity the nature of the alleged default. The Noticed Party will then have thirty (30) days, or such greater time as specified in the notice or such lesser time as specified in the event that there is an imminent threat of harm to the public health, safety, or welfare resulting from the Default, from the receipt of such notice to:

6.3.1.1 Respond to the other Party, contesting that Party's assertion that a Default has occurred; or

6.3.1.2 Cure the Default; or

6.3.1.3 Notify the other Party that the Noticed Party cannot cure the Default within the time provided in the notice, because of the nature of the Default. In the event the Default cannot be cured within the time provided in the notice, the Noticed Party shall promptly take all reasonable steps to begin to cure the Default and notify the other Party in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the other Party may set a meeting to determine whether additional time beyond the time provided in the notice is indeed needed, and whether the Noticed Party's proposed completion schedule and steps are reasonable.

6.3.2 Time to Cure. When specifying the time period for cure, the Party giving notice shall take into account: the nature and scope of the alleged Default; the nature

and scope of the work required to cure the Default; whether the Default has created or will allow to continue an unsafe condition; the extent to which delay in implementing a cure will result in adverse financial consequences or other harm to the Party giving notice; and whether delay in implementing a cure will result in a violation of Law or Default of contract.

6.3.3 Failure to Cure. If the Noticed Party fails to promptly commence and diligently pursue cure of a Default to completion to the reasonable satisfaction of the Party giving notice and in accordance with the agreed upon time line or the time provided for in the Notice of Default, then the parties may pursue any remedies available to them.

6.4 Termination/Revocation. In addition to the remedies available to the City as provided at Law, in equity, or elsewhere in this Franchise, upon a Default without timely and satisfactory cure, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in accordance with the following:

6.4.1 Notice. Prior to termination of the Franchise, the City shall give written notice to the Franchisee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the Default. If Franchisee objects to such termination, Franchisee shall object in writing within thirty (30) days, stating its reasons for objection and providing any explanation.

6.4.2 Hearing. The City may then seek a termination/revocation of the Franchise in accordance with this Subsection.

6.4.2.1 The City Council, or its designee, shall conduct a public hearing to determine if termination/revocation of the Franchise is warranted.

6.4.2.2 At least fourteen (14) days prior to the public hearing, the City shall issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing; provide the time, date, and location of the hearing; provide that the hearing examiner shall hear any Persons interested therein; and provide that the Franchisee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to question witnesses. The public hearing notice shall be provided to Franchisee in accordance with Section 8.13 hereof and public notice of the hearing shall be provided in the same manner as notice is provided for regular meetings of the City Council.

6.4.2.3 Within sixty (60) days after the close of the hearing, the City Council shall issue a written decision regarding the termination/revocation of the Franchise. If the City Council has designated another body or hearing examiner to conduct the public hearing, the hearing body or examiner shall make a recommendation to the City Council within thirty (30) days following the close of the public hearing, and the City Council shall make a decision upon the recommendation of the hearing body or examiner after a closed record hearing and within sixty (60) days following receipt of the recommendation of the hearing body or examiner. The decision of the City Council shall be final. The Parties

recognize that a decision to terminate/revoke a Franchise is not a land use decision that is subject to appeal pursuant to the Land Use Petition Act (Chapter 36.70C RCW). Failure to render a decision within the required time period is not a basis for invalidation of the decision that is made. Any appeal to which the Franchisee may be entitled (e.g., constitutional or statutory writ of review) shall be filed within 30 calendar days of issuance of the final decision of the City Council.

6.4.3 Decision to Terminate. The City Council may consider one or more of the following when determining whether or not to terminate/revoke the Franchise based upon a material Default:

6.4.3.1 The history of repeated non-compliance by Franchisee with material terms and conditions of this Franchise;

6.4.3.2 Whether other remedies will achieve compliance with this Franchise;

6.4.3.3 Whether the Franchisee has acted in good faith;

6.4.3.4 Whether the acts or omissions that gave rise to the Default were willful or indifferent to the requirements of the Franchise;

6.4.3.5 Whether the type of services provided by the Franchisee will be available to the general public through other providers;

6.4.3.6 Whether services provided by the Franchisee are essential public services or regulated utilities;

6.4.3.7 The impact or potential impact of the Default upon the public health, safety, and welfare;

6.4.3.8 The economic risk the City is exposed to as a result of the Default;

6.4.3.9 Whether consent, permission, adjudication, or an order or other authorization of a governmental agency or body is required as a condition precedent to the City ordering the Franchisee to abandon or remove Facilities from the Public Rights-of-Way or to cease operations (temporarily or otherwise) of the Facilities.

6.4.3.10 Such other facts and circumstances that are relevant to the controversy that gave rise to the Default and/or to whether or not the continued presence and operation of the Facilities with the Franchise Area will be harmful to the public health, safety, or welfare.

6.5 Receivership. At the option of the City, subject to applicable law and lawful orders of courts of competent jurisdiction, this Franchise may be revoked after the

appointment of a receiver or trustee to take over and conduct the business of Franchisee whether in a receivership, reorganization, bankruptcy, or other action or proceeding, unless:

6.5.1 The receivership or trusteeship is timely vacated; or

6.5.2 The receiver or trustee has timely and fully complied with all the terms and provisions of this Franchise, and has remedied all defaults under the Franchise. Additionally, the receiver or trustee shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver or trustee assumes and agrees to be bound by each and every term, provision, and limitation of this Franchise.

ARTICLE 7. CONDITIONS UPON USE OF PUBLIC RIGHTS-OF-WAY.

7.1 Regulatory Permit. If Franchisee has submitted an application for a Regulatory Permit to perform work in the Public Rights-of-Way, the City shall, to the extent practicable, consider such application contemporaneously with the design review requirements hereunder.

7.2 Submission/Approval of Design Documents.

7.2.1 Submission. At the time of application for a Regulatory Permit, or in the event that Franchisee seeks to alter or change the location of Facilities within the Franchise Area, Franchisee shall submit its Design Documents to the City for review and approval in accordance with the City's plan review process.

7.2.2 Use of Public Rights-of-Way. Within parameters reasonably related to the City's role in protecting the public health, safety, and welfare, and except as may be otherwise preempted by Law, the City may require that Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to the proposed Franchise Area and may deny access if Franchisee is not willing to comply with such requirements. The City may require removal of any Facility that is not installed in compliance with the Standards (defined in Section 7.3 below) or that is installed without prior City approval of the time, place, or manner of installation.

7.2.3 Approval of Plans. Work may not commence without prior approval by the City of the Design Documents submitted by the Franchisee, which approval will not be unreasonably withheld, conditioned, or delayed. The City may review and approve the Franchisee's Design Documents with respect to:

7.2.3.1 Location/Alignment/Depth;

7.2.3.2 The manner in which the Facility is to be installed;

7.2.3.3 Measures to be taken to preserve safe and free flow of traffic;

7.2.3.4 Structural integrity, functionality, appearance, and compatibility with and impact upon roadways, bridges, sidewalks, planting strips, signals, traffic control signs, intersections, or other facilities and structures in the Public Rights-of-Way;

7.2.3.5 Ease of future road maintenance and appearance of the roadway;

7.2.3.6 Compliance with applicable Standards (as defined below) and codes; and

7.2.3.7 Compliance and compatibility with the City's comprehensive plan, six-year transportation plan, capital improvements plan, and regional transportation improvement plans.

7.3 Compliance with Standards/Codes. Except as may be preempted by federal or state Laws, all Facilities shall conform to and all Work shall be performed in compliance with the following "Standards" as now or may be hereafter revised, updated, amended, or re-adopted:

7.3.1 Standards for Public Works Engineering and Construction. The most current edition of the City Standards for Public Works Engineering and Construction as adopted from time to time by the City. This document includes the City Design Standards Manual, Design Standards Detail, and appendixes, and the most recently City-adopted edition of the Standard Specifications for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation ("WSDOT") and the Washington State Chapter of American Public Works Association ("APWA");

7.3.2 MUTCD. The Washington State Department of Transportation Manual of Uniform Traffic Control Devices ("MUTCD");

7.3.3 Special Conditions. Requirements and standards set forth as additional conditions in a Regulatory Permit.

7.3.4 City Regulations. City ordinances, codes, and regulations establishing standards for placement of Facilities in Public Rights-of-Way, including by way of example and not limitation, the specific location of Facilities in the Public Rights-of-Way.

7.3.5 Other Regulatory Requirements. Applicable requirements of federal or state governmental authorities that have regulatory authority over the placement, construction, or design of Franchisee Facilities;

7.3.6 Industry Standards. All Facilities shall be durable and Constructed in accordance with good engineering practices and standards promulgated by the

government and industry for placement, Construction, design, type of materials, and operation of Franchisee Facilities;

7.3.7 Safety Codes and Regulations. Franchisee Facilities and Work shall comply with all applicable federal, State, and City safety requirements, rules, regulations, Laws, and practices. By way of illustration and not limitation, Franchisee shall comply with the National Electrical Safety Code and the Occupational Safety and Health Administration (OSHA) Standards; and

7.3.8 Building Codes. Franchisee Facilities and Work shall comply with all applicable City Building Codes.

7.4 Conditions Precedent to Work. Except as may be otherwise required by applicable City code, rule, regulation, or Standard, Franchisee shall comply with the following as a condition precedent to Work:

7.4.1 Regulatory Permits Required. Except in the event of an Emergency, prior to performing any Work in the Public Right-of-Way requiring a Regulatory Permit, Franchisee shall apply for and obtain in advance, such appropriate Regulatory Permits from the City as are required by ordinance or rule. Franchisee shall pay all generally applicable and lawful fees for the requisite City Regulatory Permits.

7.4.2 Compliance with Franchise. Franchisee shall be in material compliance with the Franchise.

7.5 Work in the Public Rights-of-Way.

7.5.1 Least Interference. Work in the Public Rights-of-Way shall be done in a manner that does not unnecessarily hinder or obstruct the free use of the Public Rights-of-Way or other public property and which causes the least interference with the rights and reasonable convenience of property owners, businesses, and residents along the Public Rights-of-Way. Franchisee Facilities shall be designed, located, aligned, and Constructed so as not to disturb or impair the use or operation of any street improvements, utilities, and related facilities of City or City's existing lessees, licensees, permittees, franchisees, easement beneficiaries, or lien holders, without prior written consent of City or the Parties whose improvements are interfered with and whose consent is required pursuant to agreements with the City existing prior to the Effective Date.

7.5.2 Work Subject to Inspection. The City may observe or inspect the Construction Work, or any portion thereof, at any time to ensure compliance with applicable Regulatory Permits, this Franchise, applicable Law, the applicable approved Design Documents, and the Standards, and to ensure the Work is not being performed in an unsafe or dangerous manner.

7.5.4 Notice to the Public. Except in the case of an Emergency, City retains the right to require the Franchisee to notify the public prior to commencing any

significant planned Construction that Franchisee reasonably anticipates will materially disturb or disrupt public property or have the potential to present a danger or affect the safety of the public generally.

7.5.5 Work of Contractors and Subcontractors. Franchisee's contractors and subcontractors performing Work in the Franchise Area shall be licensed and bonded in accordance with the City's and State's applicable regulations and requirements. Any contractors or subcontractors performing Work within the Public Rights-of-Way on behalf of the Franchisee shall be deemed servants and agents of the Franchisee for the purposes of this Franchise and are subject to the same restrictions, limitations, and conditions as if the Work were performed by Franchisee. Franchisee is responsible for all Work performed by its contractors and subcontractors and others performing Work on its behalf as if the Work were performed by it, and shall ensure that all such Work is performed in compliance with this Franchise and other applicable laws, and is jointly and severally liable for all damages and correcting all damage caused by them. It is Franchisee's responsibility to ensure that contractors, subcontractors, or other Persons performing Work on Franchisee's behalf are familiar with the requirements of this Franchise and other applicable Laws governing the Work performed by them.

7.5.6 Emergency Permits. In the event that Emergency repairs are necessary, Franchisee shall perform such Work, provide such notices, and obtain Regulatory Permits in conformance with applicable Standards.

7.5.7 Stop Work. On notice from the City that any Work does not comply with the Franchise, the approved Design Documents for the Work, the Standards, or other applicable Law, or is being performed in an unsafe or dangerous manner as reasonably determined by the City, the City may immediately order a stop to the non-compliant Work. The stop-work order shall be in writing, be given to the Person doing the Work, be posted on the Work site, indicate the nature of the alleged violation or unsafe condition, and establish conditions under which Work may be resumed. If so ordered, Franchisee shall cease and shall cause its contractors and subcontractors to cease such activity until the City is reasonably satisfied that Franchisee is in compliance. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable Law, may order Franchisee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes in its reasonable discretion. The City has the right to inspect, repair, and correct the unsafe condition if Franchisee fails to do so, and to reasonably charge Franchisee for the costs incurred to perform such inspection, repair, or correction. Payment by Franchisee will be made in accordance with Section 5.6.9. The authority and remedy set forth herein in this section is in addition to, and not a substitute for, any authority the City may otherwise have to take enforcement action for violation of City Codes or Standards.

7.5.8 Discovery of Hazardous Substances/Indemnity. In the event that the Work of the Franchisee in, on, and upon the Franchise Area results in the discovery of the presence of Hazardous Substances ("**Discovered Matters**") in, on, or upon the areas excavated or otherwise opened or exposed by Franchisee within the Franchise Area (the

"**Excavated Areas**"), the Franchisee shall immediately notify the City and take whatever other reporting action is required by applicable Environmental Law as it relates to the Discovered Matters in the Excavated Areas.

In the event the Franchisee's Work in, on, or upon the Franchise Area within the Excavated Areas results in a release (as determined under applicable Environmental Laws) of Hazardous Substances which were, before such activities, confined to areas within the Excavated Areas, but which after such activities by Franchisee are released beyond the Excavated Areas, and if the release is caused in whole or in part by the Franchisee, then the Franchisee shall indemnify, defend, and hold the City harmless from the costs of all necessary Remedial Actions required under the applicable Environmental Laws, to the extent of Franchisee's share of the liability for the release as determined by a final non-appealable decision by a court of competent jurisdiction, or as provided in a final non-appealable administrative order issued by the Environmental Authority, or by a consent decree entered by Franchisee and the Environmental Authority.

7.6 Alterations. Except as may be shown in the Design Documents or Regulatory Permits approved by the City or the record drawings, or as may be necessary to respond to an Emergency, neither Franchisee nor Franchisee's contractors or subcontractors may make any material alterations to the Franchise Area, or permanently affix anything to the Franchise Area, without the City's prior written consent. Material alteration includes by way of example and not limitation a change in the dimension or height of the above ground Facilities. If Franchisee desires to change the location of any Facilities or otherwise materially deviate from the approved design of any of the Facilities, Franchisee shall submit such change to the City in writing for its approval pursuant to Section 7.2 of this Franchise. Franchisee may not commence any such change until after Franchisee has received the City's approval in writing.

7.7 General Conditions.

7.7.1 Right-of-Way Meetings. If provided reasonable advance notice, Franchisee will attend and participate in meetings of the City regarding Right-of-Way issues that may impact the Telecommunications System.

7.7.2 Compliance Inspection. Franchisee's Facilities are subject to the City's right of periodic inspection upon at least seventy-two (72) hours' notice, or, in case of an emergency, upon demand without prior notice, to determine compliance with the provisions of this Franchise or other applicable Law over which the City has jurisdiction. Franchisee shall respond to reasonable requests for information regarding its Telecommunications System as the City may from time to time issue in writing to determine compliance with this Franchise, including requests for information regarding the Franchisee's plans for Construction and the purposes for which the Facility is being Constructed.

7.7.3 One Call. If Franchisee places Facilities underground, Franchisee shall, at its own expense, continuously be a member of the State of Washington one-number locator service under Chapter 19.122 RCW or an approved equivalent, and shall comply with all such applicable rules and regulations. The Franchisee shall locate and field mark its Facilities for the City at no charge.

7.7.4 Graffiti Removal. Within 5 business days after notice from the City, Franchisee shall remove any graffiti on any part of its Telecommunications System, including, by way of example and not limitation, equipment cabinets. If the Franchisee fails to do so within 5 business days, or in the City's discretion and subject to advance communication with the Franchisee, the City may remove the graffiti and bill the Franchisee for the reasonable cost thereof.

7.7.5 Dangerous Conditions, Authority for City to Abate. Whenever Construction of Facilities has caused or contributed to a condition that in the reasonable opinion of the City Engineer substantially impairs the lateral support of the adjoining Public Right-of-Way, street, or public place, or endangers the public, any utilities, or City-owned property, the City may reasonably require the Franchisee to take action to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities. Such action may include compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if Emergency conditions exist which require immediate action, the City may, to the extent it may lawfully do so, take such actions as are necessary to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Franchisee shall be liable to the City for the reasonable costs thereof to the extent Franchisee is the proximate cause of such condition.

7.7.6 No Duty. Notwithstanding the right of the City to inspect the Work, issue a stop-work order, and order or make repairs or alterations, the City has no duty or obligation to observe or inspect, or to halt Work on, the applicable Facilities, it being solely Franchisee's responsibility to ensure that the Facilities are Constructed and operated in strict accordance with this Franchise, the approved Design Documents, the Standards, and applicable Law. Neither the exercise nor the failure by the City to exercise any right set forth in this Article 7 alters the liability allocation set forth in this Franchise.

7.7.7 Roadside Hazard. All of Franchisee's Facilities shall be kept by Franchisee at all times in a safe and hazard-free condition. Franchisee shall ensure that Facilities within the Public Rights-of-Way do not become or constitute an unacceptable roadside obstacle and do not interfere with or create a hazard to maintenance of and along the Public Rights-of-Way. Franchisee shall take prompt action to correct any such obstacles or hazards. In the event that the City determines that a Facility within the Public Rights-of-Way has become or constitutes an unacceptable roadside obstacle or may interfere with or create a hazard to maintenance of and along the Public Rights-of-

Way, following written notice explaining with reasonable specificity the nature of any such matter and a reasonable opportunity to cure of not less than thirty (30) days, the Franchisee shall take corrective action. Nothing in this Franchise relieves the Franchisee from keeping its Facilities at all times in safe and hazard-free condition.

Franchisee, at all times, shall employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public or to Franchisee's agents or employees. Franchisee, at its own expense, shall repair, renew, change, and improve its Facilities from time to time as may be necessary to accomplish this purpose. Franchisee shall use suitable barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of such Work in or affecting such Public Rights-of-Way or property. All excavations made by Franchisee in the Public Rights-of-Way shall be properly safeguarded for the prevention of accidents.

7.7.8 Verification of Alignment/Depth. Upon at least thirty (30) days' written notice by the City, in order to facilitate the location, alignment, and design of Public Improvements (defined below), the Franchisee agrees to locate and, if reasonably determined necessary by the City, to excavate and expose portions of its Facilities for inspection so that the location of same may be taken into account in the Public Improvement design, but only if Franchisee's record drawings and maps of its Facilities submitted pursuant to Section 7.11 of this Franchise are reasonably determined by the City to be inadequate for purposes of this paragraph.

7.8 Facility Relocation at Request of the City.

7.8.1 Public Improvement. The City may require Franchisee to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the Public Rights-of-Way for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, by way of example but not limitation: Public Rights-of-Way construction; Public Rights-of-Way repair (including resurfacing or widening); change of Public Rights-of-Way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, communication lines, or any other type of government-owned communications, utility, transportation system, public work, public facility, or improvement of any government-owned utility; Public Rights-of-Way vacation; and the Construction of any public improvement or structure by any governmental agency acting in a governmental capacity for the public benefit.

7.8.2 Alternatives. If the City requires Franchisee to relocate its Facilities, the City shall make a reasonable effort to provide Franchisee with an alternate location within the Public Right-of-Way. The Franchisee may, after receipt of written notice requesting a relocation of its Facilities, propose design alternatives that would

mitigate or lessen the impact upon Franchisee's Facilities. The City shall provide a full and fair evaluation of such proposed design alternatives to determine whether, in the reasonable judgment of the City, such alternatives would impair, interfere with, or materially alter the scope, purpose, or functioning of the Public Improvement or increase the anticipated public costs of the Public Improvement. If so requested by the City, Franchisee will submit additional information to assist the City in making such evaluation. In the event that the City reasonably determines that it does not have available resources within the existing Public Improvement budget to fully and fairly evaluate Franchisee's proposal, the City is not obligated to further consider such proposal unless and until the Franchisee funds the additional costs to the City to complete its evaluation.

7.8.3 Notice. The City shall notify Franchisee in writing as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. Except in case of Emergency, such notice shall be no less than one hundred and eighty (180) days. In calculating the date that relocation must be completed, City shall consult with Franchisee and consider the extent of Facilities to be relocated, the service requirements, and the construction sequence for the relocation, within the overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the date specified unless the City, or a reviewing court, establishes a later date for completion, after a showing by the Franchisee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

7.8.4 Coordination of Work. Franchisee acknowledges and understands that any delay by Franchisee in performing the Work to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way may delay, hinder, or interfere with the work performed by the City and its contractors and subcontractors in furtherance of construction, alteration, repair, or improvement of the Public Improvement, and result in damage to the City and/or its contractors, including but not limited to, delay and disruption claims. Franchisee shall cooperate with the City and its contractors and subcontractors to coordinate such Franchisee Work to accommodate the Public Improvement project and project schedules to avoid delay, hindrance, or disruption of such project.

7.8.5 Assignment of Rights. In addition to any other rights of assignment the City may have, the City may from time to time assign or transfer to its contractors or subcontractors its rights under Section 7.10 of this Franchise.

7.8.6 Reimbursement for Costs. Notwithstanding the cost allocation provisions set forth in this Franchise, Franchisee does not waive its right(s) to and shall be entitled to seek reimbursement of its relocation costs as may be otherwise specifically set forth and authorized by Law, including in statute. Further, if the City reimburses or pays the relocation costs of a similarly situated franchisee for a given Public Improvement project, the City shall reimburse or pay Franchisee's relocation costs on the same basis

7.9 Movement of Facilities for Others.

7.9.1 Private Benefit. If any alteration, adjustment, temporary relocation, or protection in place of the Telecommunications System is required solely to accommodate the Construction of facilities or equipment that are not part of a Public Improvement project, Franchisee shall, after at least one hundred eighty (180) days' advance written notice, take action to effect the necessary changes requested by the responsible Person, but only if (a) the Person requesting the same pays for the Franchisee's time, design, engineering, and material costs associated with the requested work; (b) the alteration, adjustment, relocation, or protection in place is reasonably necessary to accommodate such work; (c) Franchisee's services are not interrupted; and (d) such alteration, adjustment, or relocation is not requested for the purpose of obtaining a competitive advantage over the Franchisee.

7.9.2 Temporary Changes for Other Franchisees. At the request of any Person holding a valid permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower, or remove its wires as necessary to permit the moving of a building, vehicle, equipment, or other item. The expense of such temporary changes must be paid by the permit holder. Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

7.10 Movement of Facilities During Emergencies.

7.10.1 Immediate Threat. In the event of an unforeseen event, condition, or circumstance that creates an immediate threat to the public safety, health, or welfare, the City shall have the right to require Franchisee to shut down, relocate, remove, replace, modify, or temporarily disconnect Franchisee's Facilities located in the Public Rights-of-Way at the expense of the Franchisee without regard to the cause or causes of the immediate threat.

7.10.2 Emergency. In the event of an Emergency, or where a Facility creates or is contributing to an imminent danger to health, safety, or property, the City retains the right and privilege to protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System located within the Public Rights-of-Way, as the City may determine to be reasonably necessary, appropriate, or useful in response to any public health or safety Emergency and charge the Franchisee for costs incurred.

7.10.3 Notice. During Emergencies the City shall endeavor to, as soon as practicable, provide notice to Franchisee of such Emergency at a designated Emergency response contact number, to allow Franchisee the opportunity to respond and rectify the problem without disrupting Telecommunications Service. If after providing notice, there is no immediate response, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System located within the Public Rights-of-Way in accordance with this Section 7.10.

7.10.4 Limitation on Liability. The City shall not be liable for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section.

7.11 Record of Installations.

7.11.1 Map/Record Drawing of Telecommunications System. Upon request by the City, Franchisee shall search for and provide the City with the most accurate and available maps and record drawings in a form and content reasonably prescribed by the City reflecting the horizontal and vertical location and configuration of its Telecommunications System within the Public Rights-of-Way and upon City property in a format reasonably acceptable to the City. Franchisee shall provide the City with updated record drawings and maps within a reasonable period of time following receipt of written request.

7.11.2 Maps/Record Drawings of Improvements. After Construction involving the locating or relocating of Facilities, the Franchisee shall provide the City with accurate copies of all record drawings and maps showing the horizontal and vertical location and configuration of all located or relocated Facilities within the Public Rights-of-Way. These record-drawings and maps shall be provided at no cost to the City, and shall include hard copies and digital copies in a format reasonably specified by the City.

7.12 Restoration of Public Rights-of-Way, Public and Private Property.

7.12.1 Restoration after Construction. Franchisee shall, after completion of Construction of any part of its Telecommunications System, leave the Public Rights-of-Way and other property disturbed thereby, in as good or better condition in all respects as it was in before the commencement of such Construction. Franchisee agrees to promptly complete restoration work to the reasonable satisfaction of the City and in conformance with City Standards, including, by way of example and not limitation, backfilling and restoration requirements as set forth in City Standards.

7.12.2 Notice. If Franchisee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public or private property, the Franchisee shall promptly notify the property owner within twenty-four (24) hours.

7.12.3 Duty to Restore. If Franchisee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public property, it shall promptly remove any obstructions therefrom and restore such Public Rights-of-Way and property to the reasonable satisfaction of the City and in accordance with City Standards.

7.12.4 Temporary Restoration. If weather or other conditions do not allow the complete restoration required by this Section, Franchisee shall temporarily restore the affected Public Right-of-Way or property. Franchisee shall promptly undertake

and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

7.12.5 Survey Monuments. All survey monuments which are disturbed or displaced by any Work shall be referenced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, state, and local standards and specifications.

7.12.6 Approval. The City Engineer, or his designee, shall be responsible for observation and final approval of the condition of the Public Rights-of-Way and City property following any restoration activities therein. Franchisee is responsible for all testing and monitoring of restoration activities.

7.12.7 Warranty. Franchisee shall warrant any restoration work performed by Franchisee in the Public Rights-of-Way or on other public property for two (2) years, unless a longer period is required by applicable City Standards. If restoration of the Public Rights-of-Way or public property is not satisfactorily and timely performed by the Franchisee, the City may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create an imminent risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Franchisee. Franchisee shall pay the City for such costs in accordance with Section 5.6.9.

7.12.8 Restoration of Private Property. When Franchisee does any Work in the Public Rights-of-Way that affects, disturbs, alters, or damages any adjacent private property, it shall, at its own expense, be responsible for restoring such private property to the reasonable satisfaction of the private property owner.

7.13 Approvals. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Franchisee's Design Documents or to ascertain whether Franchisee's proposed or actual Construction is adequate or sufficient or in conformance with the Design Documents reviewed and approved by the City. No approval given, inspection made, or review or supervision performed by the City pursuant to or under authority of this Franchise shall constitute or be construed as a representation or warranty express or implied by the City that such item reviewed, approved, inspected, or supervised, complies with applicable Laws or this Franchise or meets any particular Standard, code, or requirement, or is in conformance with the approved Design Documents, and no liability shall attach to the City with respect thereto. City approvals and inspections as provided herein, are for the sole purpose of protecting the City's rights as the owner and/or manager of the Public Rights-of-Way and shall not constitute any representation or warranty, express or implied, as to the adequacy of the design or Construction of the Facilities or Telecommunications System, suitability of the Franchise Area for Construction, or any obligation on the part of the City to insure that Work or materials are in compliance with any requirements imposed by a governmental entity. The City is under no obligation or duty to supervise the design, Construction, or operation of the Telecommunications System.

7.14 Abandonment of Facilities. Except as may be otherwise provided by Law, Franchisee may abandon in place any Facilities in the Public Rights-of-Way upon written notice to the City, which notice shall include a description of the Facilities it intends to abandon, the specific location in the Public Rights-of-Way of such Facilities, and the condition of such Facilities. However, if the City determines within 180 days of the receipt of notice of abandonment from the Franchisee, that the safety, appearance, functioning, or use of the Public Rights-of-Way and other facilities in the Public Rights-of-Way, including without limitation, utilities and related facilities, will be adversely affected, the operator must remove its abandoned Facilities by a date specified by the City and restore the Public Rights-of-Way in accordance with City Standards. Franchisee shall be and remain responsible in perpetuity for any Facilities abandoned in the Public Rights-of-Way.

ARTICLE 8. MISCELLANEOUS.

8.1 Headings. Titles to articles and sections of this Franchise are not a part of this Franchise and have no effect upon the construction or interpretation of any part hereof.

8.2. Entire Agreement. This Franchise contains all covenants and agreements between the City and the Franchisee relating in any manner to the Franchise, use, and occupancy of the Public Rights-of-Way, and other matters set forth in this Franchise. No prior agreements or understanding pertaining to the same, written or oral, are valid or of any force or effect, and the covenants and agreement of this Franchise may not be altered, modified, or added to except in writing signed by the City and Franchisee and approved by the City in the same manner as the original Franchise was approved.

8.3 Incorporation of Exhibits. All exhibits annexed hereto at the time of execution of this Franchise or in the future as contemplated herein, are hereby incorporated by reference as though fully set forth herein.

8.4 Calculation of Time. Except where a period of time refers to "business days," all periods of time referred to herein include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period extends to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Washington. The Effective Date, however, shall be determined as provided at Section 4.3 of this Franchise.

8.5 Time Limits Strictly Construed. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, that time is intended to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a Default of this Franchise.

8.6 No Joint Venture. Nothing in this Franchise creates or is intended to create any partnership, joint venture, or principal-agent relationship or other arrangement

between Franchisee and the City. Neither Party is authorized to, nor may either Party act toward third Persons or the public in any manner that would indicate any such relationship with the other. The Parties intend that the rights, obligations, and covenants in this Franchise and its collateral instruments are enforceable exclusively by the City and Franchisee, and their successors and assigns. No term or provision of this Franchise has been included for the benefit of any Person not a Party hereto, and no such Person has a right or cause of action hereunder, unless explicitly provided herein. Further, Franchisee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City. Nothing in this Section 8.6 precludes an assignment as provided for at Sections 2.8 or 7.8.5 of this Franchise.

8.7 Approval Authority. Except as may be otherwise provided by Law or in this Franchise, any approval or authorization required to be given by the City shall be given by the Public Works Director or his successor or designee.

8.8 Binding Effect upon Successors and Assigns. All of the provisions, conditions, and requirements contained in this Franchise are binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives, transferees, and assigns of the Franchisee; and all privileges, as well as all obligations and liabilities of the Franchisee inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

8.9 Waiver. No failure by either Party to insist upon the performance of any of the terms of this Franchise or to exercise any right or remedy consequent upon a Default thereof, constitutes a waiver of any such Default or of any of the terms of this Franchise. None of the terms of this Franchise to be kept, observed, or performed by either Party, and no Default thereof, may be waived, altered, or modified except by a written instrument executed by the injured Party. No waiver of any Default affects or alters this Franchise, and each of the terms of this Franchise will remain in full force and effect with respect to any other then existing or subsequent Default thereof. No waiver of any default of the defaulting Party hereunder may be implied from any omission by the injured Party to take any action on account of such default if such default persists or is repeated, and no express waiver will affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by the injured Party does not constitute a waiver of a subsequent Default of the same covenant, term, or condition.

8.10 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, or sentence set forth herein, or its application to any person or circumstance (collectively referred to as “Term”), is found by a court or agency of competent jurisdiction to be illegal, invalid, or unconstitutional for any reason, the remaining Terms of the Franchise shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties hereunder.

8.11 Signs. No signs or advertising are permitted in the Franchise Area except as may be required by Law or as may be required by the City for the protection of the public health, safety, and welfare, to the extent it has authority to do so.

8.12 Discriminatory Practices Prohibited. Throughout the term of this Franchise, Franchisee shall fully comply with all equal employment and nondiscrimination provisions of applicable Law.

8.13 Notice. Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and is effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) or when delivered by a nationally recognized overnight mail delivery service, to the Party and at the address specified below, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, properly sealed and addressed as follows:

Franchisee's address:
Zayo Group, LLC
Office of the General Counsel
1805 29th Street
Boulder, CO 80301

Attention: Wendy Cassity, General Counsel

The City's Address:
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Attention: Director of Administrative Services

With a copy to:
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Attention: Michael R. Kenyon, City Attorney

The City and Franchisee may designate such other address from time to time by giving written notice to the other, but notice cannot be required to more than two addresses, except by mutual agreement.

8.14 Survival of Terms. Upon the expiration, termination, revocation, or forfeiture of the Franchise, the Franchisee will no longer have the right to occupy the Franchise Area for the purpose of providing services authorized herein. However, the Franchisee's obligations under this Franchise to the City survive the expiration, termination, revocation, or forfeiture of these rights according to its terms for so long as the Franchisee's Telecommunications System or any part thereof remain in whole or in

part in the Public Rights-of-Way, or until such time as the Franchisee transfers ownership of all Facilities in the Franchise Area to the City or a third-Party, or until such time as the Franchisee abandons said Facilities in place, all as provided herein. Said obligations include, by way of illustration and not limitation, Franchisee's obligations to indemnify, defend, and protect the City, to provide insurance, to relocate its Facilities, and to reimburse the City for its costs to perform Franchisee's Work.

8.15 Force Majeure. In the event Franchisee is prevented or delayed in the performance of any of its obligations herein due to unforeseen circumstances beyond its control, including, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, severe weather conditions, employee strikes, and unforeseen labor conditions not attributable to Franchisee's employees, Franchisee may not be held in Default of any provisions of this Franchise affected thereby.

If Franchisee believes that circumstances beyond its control or by reason of a force majeure occurrence have prevented or delayed its compliance with the provisions of this Franchise, Franchisee shall provide documentation as reasonably required by the City to substantiate the Franchisee's claim. Franchisee may thereafter have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is reasonably satisfactory to the City, but Franchisee shall nonetheless perform to the maximum extent it is able to perform and shall take reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible and bring itself back into compliance with the Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, Public Rights-of-Way, public property, or private property.

8.16 Attorneys' Fees. If a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to enforce any express or implied provisions of this Franchise or determine its application to any person or circumstance, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as allowed by Washington law and as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by Law. This provision includes costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8.17 Venue/Choice of Law. This Franchise is governed by and shall be construed under the laws of the State of Washington, excluding its choice-of-law rules. Any action arising out of or relating in any way to this Franchise shall be initiated in the Superior Court of King County, Washington, and may not be removed to a federal court, except as to claims over which the Superior Court lacks jurisdiction. Removal to federal court, if permitted, shall be to the Federal Court of the Western District of Washington.

8.18 Publication. This ordinance, or a summary thereof, shall be published in the official newspaper of the City, the expense of which shall be borne by Franchisee, and shall take effect and be in full force in accordance with Section 4.3 herein.

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

CITY OF SAMMAMISH

_____
Donald J. Gerend, Mayor

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Filed with the City Clerk:	May 11, 2017
Public Hearing:	May 16, 2017
First Reading:	May 16, 2017
Passed by the City Council:	
Date of Publication:	
Effective Date:	

EXHIBIT "A"

(*Acceptance of Franchise*)

Franchise issued pursuant to Ordinance No. _____.

I, _____, am the _____, and am the authorized representative to accept the above-referenced Franchise on behalf of _____. In my capacity as _____, and not individually, I certify that this Franchise and all terms and conditions thereof are accepted by _____, without qualification or reservation and that _____ unconditionally guarantee(s) performance of all such terms and conditions.

DATED this _____ day of _____, 20___.

_____
By_____
Its _____

Tax Payer ID# _____

STATE OF _____ | ss.
CITY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it (as the _____ of _____, a _____ corporation), to be the free and voluntary act of such corporation/individual for the uses and purposes mentioned in the instrument.

Dated this _____day of _____, _____.

_____
(Signature of Notary)

_____
Print Name
Notary public in and for the state of
_____, residing at _____
My appointment expires _____

EXHIBIT "B"

(*Form of Transfer Agreement*)

THIS TRANSFER AGREEMENT ("Agreement") is made this ___ day of _____, 20___, by and between:

1. PARTIES.

1.1 City of Sammamish, a legal subdivision of the state of Washington ("City").

1.2 _____ ("Franchisee").

1.3 _____ ("Transferee").

RECITALS

WHEREAS the City has issued a single Franchise (the "Franchise") to Franchisee, which was authorized on the ____ day of _____, 20_____, pursuant to Ordinance No. _____, and

WHEREAS Franchisee has reached an agreement with Transferee on a *(describe transaction, example: conveyance of benefited property)* _____ _____ _____ with Transferee, to *(example: acquire from Franchisee its facilities and equipment located in the Public Rights-of-Way)* _____ _____, and

WHEREAS Franchisee and Transferee have requested that the City approve a transfer of the Franchise from Franchisee to Transferee, and

WHEREAS, as a result of the transfer of the Franchise, Transferee will assume all rights, duties, and obligations that Franchisee has under the Franchise, will be responsible for full compliance with the Franchise, and will meet or exceed all applicable and lawful federal, state, and local requirements, and

WHEREAS, relying on the representations made by the Transferee and Franchisee, the City, on the ___ day of _____, 20___, has, pursuant to Resolution No. _____ and the Franchise, approved the transfer upon the terms and conditions as stated herein;

NOW, THEREFORE, in consideration of the City's approval of the transfer, subject to the terms and conditions of this Agreement, THE PARTIES DO HEREBY AGREE as follows:

2. TRANSFER. Transfer of the Franchise shall be effective upon the last in time of the following conditions precedent:

2.1 Receipt by the City of the fully executed acceptance of Franchise attached hereto as Exhibit B-1 together with all required certificates of insurance, security fund and performance bond;

2.2 Payment to the City of the Transfer fees; and

2.3 The date of closing of the sale/conveyance of the property benefited by this Franchise and/or the Facilities located in the Franchise Area or upon a date as mutually agreed to by the City, Franchisee and Transferee as follows:_____ _____.

3. ACCEPTANCE OF FRANCHISE OBLIGATIONS.

3.1 The Franchisee and Transferee hereby accept, acknowledge, and agree that neither the proposed transaction between Franchisee and Transferee nor the City's approval of this Agreement diminishes or affects the existing and continuing commitments, duties, or obligations, present, continuing, and future, of the Franchisee and Transferee embodied in the Franchise.

3.2 Transferee and Franchisee agree that neither the transfer nor the City's approval of this Agreement and the resulting transfer in any respect relieves Franchisee, or any of its successors in interest, of any obligation or liability arising from acts or omissions occurring prior to the transfer of the Franchise, whether known or unknown, or the consequences thereof.

3.3 The transfer is not intended and may not be construed to authorize the Franchisee to take any position or exercise any right that could not have been exercised prior to the Transfer.

3.4 Notwithstanding anything to the contrary herein, Transferee is not responsible for any of Franchisee's financial liabilities and obligations (under the Franchise or pursuant to the City code, rules, and regulations) that accrued before the Transfer of the Franchise, and Franchisee is not responsible for any financial liabilities and obligations (under the Franchise or pursuant to the City code, rules, and regulations) that accrue on or after the Transfer of the Franchise.

3.5 The City waives none of its rights with respect to the Franchisee's or Transferee's compliance with the terms, conditions, requirements, and obligations set forth in the Franchise. The City's approval of this Agreement in no way constitutes a

representation by the City that Franchisee is in compliance with all of Franchisee's obligations under the Franchise.

3.6 Franchisee and Transferee acknowledge and agree that the City's approval and acceptance of this Agreement and the resulting transfer is made in reliance upon the representations, documents, and information provided by the Franchisee and Transferee in connection with the request for Transfer.

4. MISCELLANEOUS PROVISIONS.

4.1 Conditions Precedent. The Agreement becomes effective and binding upon the signatories once it has been signed by all signatories so long as, within 30 days of execution of the Agreement by all of the signatories, Transferee has provided to the City the following: (1) all fees required for this Transfer, (2) its acceptance of the Franchise in substantially the form of the document attached hereto as Exhibit B-1; (3) its insurance certificate in conformance with the requirements of the Franchise; (4) a performance bond or cash deposit in conformance with the requirements of the Franchise.

4.2 Entire Agreement. The Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein. No statements, promises, or inducements inconsistent with the Agreement made by any Party are valid or binding, unless in writing and executed by all Parties.

4.3 Binding Acceptance. The Agreement binds and benefits the Parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns, and the promises and obligations herein survive the expiration date hereof. Any purported transfer of the Agreement is void without the express written consent of the signatories.

4.4 Severability. In the event that any provision of the Agreement is, to any extent, held to be invalid, preempted, or unenforceable, the remainder remains valid in all other respects and continues to be effective.

4.5 Defined Terms. Terms not defined in this Agreement have the same meaning as given in the Franchise.

4.6 Governing Law. The Agreement is governed in all respects by the laws of the state of Washington, excluding its choice-of-law rules.

4.7 Notice. Pursuant to Section 8.13 of the Franchise, Notices to Transferee shall be delivered to:

Transferee's address: **
**
**
**

And to: **
**
**
**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

CITY:

_____
By: City Manager

FRANCHISEE:

_____
By: _____
Title: _____

TRANSFEREE:

_____
By: _____
Title: _____

Tax Id. No. _____

TRANSFER EXHIBIT B-1

Acceptance of Franchise

Franchise issued pursuant to Ordinance No. _____ and accepted _____, 20____; Transfer authorized pursuant to Resolution No. _____, effective _____, 20___.

I, _____, am the _____, and am the authorized representative to accept the above-referenced Franchise on behalf of _____. In my capacity as _____, and not individually, I certify that this Franchise and all terms and conditions thereof are accepted by _____, without qualification or reservation and that _____ unconditionally guarantee(s) performance of all such terms and conditions.

DATED this _____ day of _____, 20___.

By_____
Its _____

Tax Payer ID# _____

STATE OF _____ | ss.
CITY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it (as the _____ of _____, a _____ corporation), to be the free and voluntary act of such corporation/individual for the uses and purposes mentioned in the instrument.

Dated this _____day of _____, _____.

(Signature of Notary)

_____

_____

Print Name

Notary public in and for the state of _____, residing at _____

My appointment expires: _____

EXHIBIT "C"

(*Description of Franchise Area*)

The incorporated area (entire existing territorial limits) of the City of Sammamish and such additional areas as may be included in the corporate (territorial) limits of the City of Sammamish during the term of this Franchise.

EXHIBIT "D"

(Insurance Requirements)

1. General Requirement. Franchisee shall have adequate insurance at all times while Franchisee owns or operates Facilities in the Public Rights-of-Way, to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from, or are connected with the Work, the Facilities, or the activities of Franchisee, its employees, agents, representatives, or contractors or subcontractors and their employees, within the Franchise Area.

2. Minimum Insurance Limits. The Franchisee shall maintain the following minimum insurance coverages and limits:

2.1 Commercial General Liability: insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis, and shall provide coverage for any and all costs, including reasonable defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Such insurance shall include broad form and blanket contractual coverage, including coverage for the Franchise as now or hereafter amended. Coverage must be written with at least the following limits of liability:

$2,000,000 per occurrence,
$4,000,000 general aggregate and
$1,000,000 products/completed operations aggregate.

2.2 Automobile Liability: shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least $2,000,000 per occurrence.

2.3 Workers Compensation Insurance: shall be maintained during the life of this Franchise to comply with statutory limits for all employees, and in the case any work is subcontracted, the Franchisee shall require its contractors and subcontractors similarly to provide workers' compensation insurance for all of their employees. The Franchisee shall also maintain, during the life of this policy, employer's liability insurance with limits of $1,000,000 each occurrence.

2.4 Excess or Umbrella Liability: $5,000,000 each occurrence and $5,000,000 policy limit.

3. Endorsements. Franchisee Commercial General Liability insurance policies shall contain, or be endorsed to contain, the following:

3.1 The Franchisee's insurance coverage is primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Franchisee's insurance and shall not contribute to it.

3.2 Franchisee, through policy endorsement, waives its rights of subrogation against the City for all claims and suits.

3.3 That the coverage applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.4 The Franchisee's insurance shall name the City as an additional insured, to protect or insure as an additional insured, from and against Liabilities arising out of work performed in the Public Rights-of-Way under a grant of authority of the City.

3.5 The Franchisee's insurance shall include a requirement that the "railroad exclusion" be deleted or may include, in the alternative, ISO endorsement CG 24 17 or the equivalent.

3.6 The insurance coverages and limits provided herein shall not be canceled without thirty (30) days' prior written notice first being given to the City, with the exception that ten (10) days' notice is required for cancellation resulting from non-payment of premium. If the insurance is canceled or reduced in coverage, Franchisee shall provide a replacement policy.

4. Acceptability of Insurers. Each insurance policy obtained pursuant to this Franchise shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial strength rating at all times during coverage of no less than an "A-" and in a financial size category of no less than "VII", in the latest edition of "Best's Rating Guide" published by A.M. Best Company. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Franchisee shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

5. Verification of Coverage. The Franchisee shall furnish the City with signed certificates of insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the Automobile Liability, Commercial General Liability, and Umbrella or Excess insurance of the Franchisee upon acceptance of this Franchise. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

6. Deductible. Commercial General Liability Insurance policies and coverage required herein may include a deductible, but if Franchisee elects to include any deductible, Franchisee shall itself directly cover, in lieu of insurance, any and all City Liabilities that would otherwise in accordance with the provisions of this Franchise be

covered by Franchisee insurance if Franchisee elected not to include a deductible. Such direct coverage by Franchisee shall be in an amount equal to the amount of Franchisee's actual deductible.

7. No Limitation. Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee to the coverage provided in the insurance policies, or otherwise limit the City's recourse to any other remedy available at law or in equity.

EXHIBIT "E"

(*Financial Security*)

1. Performance Bond.

1.1 Franchisee shall provide to the City a faithful performance and payment bond in the initial amount of **$50,000** to ensure the full and faithful performance of all of its responsibilities under this Franchise and applicable Laws, including, by way of example and not limitation, its obligations to relocate and remove its Facilities, to restore the Public Rights-of-Way and other property when damaged or disturbed, to reimburse the City for its Direct Costs, and to keep Franchisee's insurance in full force.

1.2 The performance bond shall be in a form with terms and conditions reasonably acceptable to the City and reviewed and approved by the City Attorney.

1.3 The performance bond shall be with a surety with a rating no less than "A-VII" in the latest edition of "Bests Rating Guide," published by A.M. Best Company.

1.4 The Franchisee shall pay all premiums or costs associated with maintaining the performance and payment bond, and shall keep the same in full force and effect at all times. If Franchisee fails to provide or maintain the bond, then the City, in its sole discretion, may require Franchisee to substitute an equivalent cash deposit as described below in lieu of the bond.

1.5 Franchisee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Franchisee, or limit the liability of Franchisee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

1.6 The amount of the bond may, in the reasonable discretion of the City, be adjusted by the City to take into account (1) cumulative inflation, (2) increased risk to the City, (3) the experiences of the Parties regarding Franchisee compliance with its obligations under the Franchise, and (4) issuance of Site Specific Permits for installation of new Facilities. Prior to adjusting the amount of the bond, the City shall provide reasonable notice to the Franchisee and an opportunity to provide comments, and the City shall review and consider such comments that are timely made.

2. Cash Deposit/Irrevocable Letter of Credit in Lieu of Bond.

Franchisee may, at its election, substitute an equivalent cash deposit with an escrow agent approved by the City or an irrevocable letter of credit in form and content reasonably approved by the City Attorney, instead of a performance and payment bond. This cash deposit or irrevocable letter of credit shall ensure the full and faithful performance of all of Franchisee's responsibilities hereto under this Franchise and all

applicable Laws. This includes but, is not limited to, its obligations to relocate or remove its facilities, restore the Public Rights-of-Way and other property to their original condition, reimburse the City for its costs, and keep Franchisee's insurance in full force.

In the event that the Franchisee fails to cure a Default as provided in Section 6 of the Franchise, the City may, at its option, draw upon the cash deposit or letter of credit up to the amount of the City's costs incurred to cure Franchisee's default. Upon the City's cure of Franchisee's default, the City shall notify Franchisee in writing of such cure.

In the event that the City draws upon the cash deposit or letter of credit, Franchisee shall thereupon replenish the cash deposit or letter of credit to the full amount as specified herein or provide a replacement performance and payment bond.

EXHIBIT "F"

(*Contractor/Subcontractor Insurance Requirements*)

1. General Requirement. Prior to commencing and during the period of Work performed within the Franchise Area, Franchisee's contractors and subcontractors (hereafter the "Contractors") must have in place adequate insurance to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from, or are connected with this such Work.

2. Minimum Insurance Limits. The Contractors shall maintain the following minimum insurance coverages and limits:

2.1 Commercial General Liability: insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis, and shall provide coverage for any and all costs, including reasonable defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Coverage must be written with the following limits of liability:

$1,000,000 per occurrence,
$2,000,000 general aggregate and
$1,000,000 products/completed operations aggregate.

2.2 Automobile Liability: shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least $1,000,000 per occurrence.

2.3 Workers Compensation Insurance: shall be maintained during the period of such Work to comply with statutory limits for all employees.

3. Endorsements. Commercial General Liability insurance policies shall contain, or be endorsed to contain, the following:

3.1 The Contractor's insurance coverage is primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to it.

3.2 Contractor, through policy endorsement, waives its rights of subrogation against the City for all claims and suits.

3.3 That the coverage applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.4 The Contractor's insurance shall name the City as an additional insured, to protect or insure as an additional insured, from and against Liabilities arising out of Work performed in the Public Rights-of-Way under a grant of authority of the City.

3.5 The Contractor's insurance shall include a requirement that the "railroad exclusion" be deleted or may include, in the alternative, ISO endorsement CG 24 17 or equivalent.

3.6 The insurance coverages and limits provided herein shall not be canceled without thirty (30) days written notice first being given to the City, with the exception that ten (10) days' notice is required for cancellation resulting from non-payment of premium. If the insurance is canceled or reduced in coverage, Franchisee shall provide a replacement policy.

4. Acceptability of Insurers. Each insurance policy required herein shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial strength rating at all times during coverage of no less than an "A-"and in a financial size category of no less than "VII", in the latest edition of "Best's Rating Guide" published by A.M. Best Company. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Contractor shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

5. Verification of Coverage. The Franchisee shall furnish the City with Contractors' signed certificates of insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability policies of the Contractors. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices.

6. No Limitation. Contractor's maintenance of insurance policies required herein shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee or contractor to the coverage provided in the insurance policies, or otherwise limit the City's recourse to any other remedy available at law or in equity.

Exhibit 1

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: May 11, 2017

Originating Department: Finance IT

Clearances:

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

Subject: First reading of an ordinance amending the 2017-2018 City Biennial Budget to update 2017 beginning fund balances based on actual 2016 ending fund balances and carry forward expenditures from 2016 to 2017.

Action Required: This is the first reading. No action is required.

Exhibits: Ordinance
Table A, 2017-2018 Biennial Budget Summary
Budget Carryforward Summary

Budget: $237,969,101 for 2017-2018 with Transfers and Ending Fund Balance.

Summary Statement:

This ordinance increases total Beginning Fund Balance by $20,671,495 to reflect the actual 2016 activity through the end of 2016 and allows for net carry forward requests of $10,581,551. The carry forward requests include $5,508,000 for the SE 4th Street improvement project and $1,700,000 for the Inglewood Hill Stormwater project in the Stormwater and Transportation capital funds, $1,000,000 for the 212th (Snake Hill) project, $450,000 for the 212th GAP project, $712,000 for Parks projects, $943,551 for pavement overlays, and $268,000 of funds to complete work that was budgeted in the 2015-2016 Biennial Budget but not completed by the end of 2016. The end result of this update to the 2017-2018 Biennial Budget is a net increase in total budgeted Ending Fund Balance of $10,089,944.

Background:

2016 expenditures were $33,712,529 below budgeted levels. $10,581,551 reflects costs that were budgeted in 2016 but are not anticipated to be incurred until 2017. The remaining $23,130,978 reflects savings realized across all funds.

The 2017-2018 Biennial Budget was adopted by Council on November 15, 2016 (Ordinance No. O2016-423). The adjustments proposed would update the current biennial budget with the amended 2017-2018 Biennial Budget outlined in Table A.

Financial Impact:

The total 2017-2018 Biennial Budget with Transfers and Ending Fund Balance will increase from $216,947,606 to $237,969,101.

Recommended Motion:

None required at this time. This is the first reading of the ordinance.

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE No. O2017-XXX

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING ORDINANCE NO. O2016-423, THE 2017-2018 CITY BUDGET, FOR THE PURPOSE OF REVISING THE 2017-2018 BIENNIAL BUDGET.

WHEREAS, the City Council adopted Ordinance No. O2016-423, establishing the City's Biennial Budget for the years 2017-2018; and

WHEREAS, the City budget set forth anticipated revenues and expenditures for the forthcoming years; and

WHEREAS, during 2016, certain budgeted revenues and expenditures have increased or decreased and the City Council wishes to amend the City Budget to reflect the 2017 actual beginning fund balances resulting from the revenues and expenditures as received and incurred; and

WHEREAS, certain commitments were made as part of the 2015-2016 Biennial Budget for projects that were not completed by December 31, 2016 and funds related to these commitments need to be carried forward for payment into 2017;

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

Section 1. Ordinance No. O2016-423, adopted November 15, 2016, relating to the City of Sammamish's 2017-2018 budget, is hereby amended to adopt the revised budget for the 2017-2018 biennium in the amounts and for the purposes as shown on the attached Table A.

Section 2. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 3. 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON ON THIS ___ DAY OF JUNE 2017.

CITY OF SAMMAMISH

_____

Mayor Donald J. Gerend

Attest:

_____

Melonie Anderson, City Clerk

Approved as to form:

_____

Michael Kenyon, City Attorney

Filed with the City Clerk:	May 11, 2017
First Reading:	May 16, 2017
Passed by the City Council:	
Publication Date:	
Effective Date:	

Exhibit 2

CITY OF SAMMAMISH

ORDINANCE O2017-XXX

2017-2017 BIENNIAL BUDGET AMENDMENT: **TABLE A**

2017-2018 BIENNIAL BUDGET = $237,969,101

	FUND	BEGINNING BALANCE 2017-2018		REVENUES & OTHER SOURCES 2017-2018		EXPENDITURES & OTHER USES 2017-2018		ENDING BALANCE 2017-2018	
		Original	Revised	Original	Revised	Original	Revised	Original	Revised
001	General Fund	$ 11,828,505	$ 19,733,831	$ 83,597,880	$ 83,597,880	$ 89,733,129	$ 90,206,129	$ 5,693,256	$ 13,125,582
101	Street Fund	7,359,844	9,371,902	14,697,300	14,697,300	15,601,714	16,545,265	6,455,430	7,523,937
201	G.O. Debt Service Fund	-	-	1,090,666	1,090,666	1,090,666	1,090,666	-	-
301	CIP General Fund	4,651,508	3,845,399	10,000	360,000	4,050,000	4,050,000	611,508	155,399
302	CIP Parks Fund	8,900,000	12,170,946	9,120,000	9,120,000	17,686,500	18,398,500	333,500	2,892,446
340	CIP Transportation	23,612,026	29,965,618	26,141,500	26,141,500	47,679,467	54,929,467	2,074,059	1,177,651
408	Surface Water Management-Operating Fund	2,513,919	2,736,677	10,094,000	10,094,000	12,051,830	12,051,830	556,089	778,847
438	Surface Water Management-CIP Fund	1,951,000	3,506,554	5,719,500	5,719,500	7,121,768	8,529,768	548,732	696,286
501	Equipment Replacement Fund	1,091,706	1,022,162	895,792	895,792	1,092,070	1,092,070	895,428	825,884
502	Information Services Replacement Fund	368,660	439,433	2,403,000	2,403,000	2,454,250	2,599,250	317,410	243,183
503	Risk Management Fund	239,800	395,941	661,000	661,000	732,000	732,000	168,800	324,941
	2017-2018 TOTAL BIENNIAL BUDGET	**$ 62,516,968**	**$ 83,188,463**	**$ 154,430,638**	**$154,780,638**	**$ 199,293,394**	**$210,224,945**	**$ 17,654,212**	**$ 27,744,156**

2017 ANNUAL BUDGET **FOR REFERENCE PURPOSES**

		FY 2017		FY 2017		FY 2017		FY 2017	
		Original	Revised	Original	Revised	Original	Revised	Original	Revised
001	General Fund	$ 11,828,505	$ 19,733,831	$ 41,463,190	$ 41,463,190	$ 44,890,356	$ 45,363,356	$ 8,401,339	$ 15,833,665
101	Street Fund	7,359,844	9,371,902	7,339,300	7,339,300	8,001,407	8,944,958	6,697,737	7,766,244
201	G.O. Debt Service Fund	-	-	546,666	546,666	546,666	546,666	-	-
301	CIP General Fund	4,651,508	3,845,399	5,000	355,000	4,025,000	4,025,000	631,508	175,399
302	CIP Parks Fund	8,900,000	12,170,946	4,560,000	4,560,000	11,166,000	11,878,000	2,294,000	4,852,946
340	CIP Transportation	23,612,026	29,965,618	13,711,500	13,711,500	22,596,878	29,846,878	14,726,648	13,830,240
408	Surface Water Management-Operating Fund	2,513,919	2,736,677	4,987,000	4,987,000	6,300,265	6,300,265	1,200,654	1,423,412
438	Surface Water Management-CIP Fund	1,951,000	3,506,554	3,127,000	3,127,000	4,086,365	5,494,365	991,635	1,139,189
501	Equipment Replacement Fund	1,091,706	1,022,162	447,896	447,896	420,890	420,890	1,118,712	1,049,168
502	Information Services Replacement Fund	368,660	439,433	1,201,500	1,201,500	1,302,050	1,447,050	268,110	193,883
503	Risk Management Fund	239,800	395,941	330,500	330,500	362,400	362,400	207,900	364,041
	TOTAL BUDGET	**$ 62,516,968**	**$ 83,188,463**	**$ 77,719,552**	**$ 78,069,552**	**$ 103,698,277**	**$114,629,828**	**$ 36,538,243**	**$ 46,628,187**

2018 ANNUAL BUDGET **FOR REFERENCE PURPOSES**

		FY 2018		FY 2018		FY 2018		FY 2018	
		Original	Revised	Original	Revised	Original	Revised	Original	Revised
001	General Fund	$ 8,401,339	$ 15,833,665	$ 42,134,690	$ 42,134,690	$ 44,842,773	$ 44,842,773	$ 5,693,256	$ 13,125,582
101	Street Fund	6,697,737	7,766,244	7,358,000	7,358,000	7,600,307	7,600,307	6,455,430	7,523,937
201	G.O. Debt Service Fund	-	-	544,000	544,000	544,000	544,000	-	-
301	CIP General Fund	631,508	175,399	5,000	5,000	25,000	25,000	611,508	155,399
302	CIP Parks Fund	2,294,000	4,852,946	4,560,000	4,560,000	6,520,500	6,520,500	333,500	2,892,446
340	CIP Transportation	14,726,648	13,830,240	12,430,000	12,430,000	25,082,589	25,082,589	2,074,059	1,177,651
408	Surface Water Management-Operating Fund	1,200,654	1,423,412	5,107,000	5,107,000	5,751,565	5,751,565	556,089	778,847
438	Surface Water Management-CIP Fund	991,635	1,139,189	2,592,500	2,592,500	3,035,403	3,035,403	548,732	696,286
501	Equipment Replacement Fund	1,118,712	1,049,168	447,896	447,896	671,180	671,180	895,428	825,884
502	Information Services Replacement Fund	268,110	193,883	1,201,500	1,201,500	1,152,200	1,152,200	317,410	243,183
503	Risk Management Fund	207,900	364,041	330,500	330,500	369,600	369,600	168,800	324,941
	TOTAL BUDGET	**$ 36,538,243**	**$ 46,628,187**	**$ 76,711,086**	**$ 76,711,086**	**$ 95,595,117**	**$ 95,595,117**	**$ 17,654,212**	**$ 27,744,156**

Exhibit 3

2016 to 2017 Budget Carryforwards

Operating Funds

General Fund

$	23,000	Human Resource System implementation temporary help
	20,000	Arts Commission Permanent Art Plan
	80,000	Pro-Plan update.
	350,000	Capital contingency transfer to General Gov't. CIP.
$	**473,000**	**General Fund Total**

Street Fund

$	943,551	Unfinished 2016 pavement overlay projects.
$	**943,551**	**Street Fund Total**

Technology Fund

$	80,000	GIS support ($10K). AWS-infrastructure as a service ($10K). Backup solution integration ($10K). Intern/project consultant support ($50K)
$	65,000	Server replacement (3@$20K), City Hall equipment replacement ($5K)
$	**145,000**	**Technology Fund Total**

$	**1,561,551**	**Subtotal Operating Expenditures Carryforward**

Capital Funds

Revenues

General Government CIP Fund

$	(350,000)	Transfer from the General Fund
$	**(350,000)**	**General Govt CIP Fund Revenues**

Expenditures

Parks CIP Fund 302

$	156,000	Sammamish Landing restroom delayed until 2017
	180,000	Beaver Lake Preserve remaining work.
	100,000	Indoor fieldhouse study delayed until 2017
	276,000	Community Center-sign, shed, gutter redesign, commissioning, warranty review.
$	**712,000**	**Parks CIP Fund Total**

Stormwater CIP Fund 438

$	1,000,000	Inglewood Hill Trunkline.
$	408,000	SE 4th Street Improvements
$	**1,408,000**	**Stormwater CIP Fund Total**

Transportation CIP Fund 340

$	1,000,000	212th (Snake Hill).
	450,000	212th Ave Gap non-motorized project.
	700,000	Inglewood Hill Non-motorized.
	5,100,000	SE 4th Street Improvements
$	**7,250,000**	**Transportation CIP Fund Total**

$	**9,370,000**	**Subtotal Capital Expenditures Carryforward**

$	**10,581,551**	**Grand Total**

Exhibit 3

City Council Agenda Bill

Meeting Date: **May 16, 2017** Date Submitted: 5/10/2017

Originating Department: Community Development

Clearances:

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

Subject: An Ordinance adopting the Sammamish Electrical Code; amending Sammamish Municipal Code Chapter 16.05, Construction Codes; Chapter 16.20, Construction Administrative Code; and Chapter 16.25, Building and Property Maintenance Code.

Action Required: Complete first reading of the Ordinance.

Exhibits: 1. Ordinance w/ Attachment A

Budget: N/A

Summary Statement:
The City of Sammamish has established an electrical permit and inspection program effective July 1, 2017. This new program was funded and positions authorized by City Council in the adopted 2017-18 budget. Similar to the existing building permit and inspection program, the adoption of required standards and codes is necessary. This Ordinance will adopt provisions of the Sammamish Electrical Code which apply to the installation of all premises wiring, electric conductors, electric equipment and additions, alterations, modifications or repairs to existing electrical installations with the exception of utility owned structures.

The amendments to the Sammamish Municipal Code (SMC) Title 16 for the City's new electrical codes are within those parameters of State requirements and reflect the staff's recommendations and the consensus of building officials within the E-Gov Alliance as well as the Washington Association of Building Officials (WABO). A summary of the Washington Cities Electrical Code and its benefits is provided below.

Background:
Currently within the Sammamish city limits, the Washington State Department of Labor and Industries (L&I) provides electrical permit and inspection services. In recent years, many local jurisdictions have left the services of L&I and establish a program themselves, with proven results. Some of the benefits of establishing an electrical permit and inspection program include:

- Improved customer service with “Over the Counter” permitting and 24-hour response time for inspections;
- Streamlined process, a one stop shop for all permitting and inspection needs; and
- Unified control & standards for the permit application, inspection and code compliance process

Washington Cities Electrical Code

The Washington Cities Electrical Code (WCEC) is the result of a joint effort between the MyBuildingPermit.com (EGov Alliance) and WABO. This Code was created to provide cities with a document that complies with the Revised Code of Washington (RCW) 19.28.010(2), which allows cities to enforce any ordinance that is equal, higher or better than the State’s rules, but offers the following advantages:

- Omits all administrative and procedural State rules that cities cannot or choose not to adopt;
- Written in the same format as the National Electrical Code (NEC) to eliminate any conflict between a State rule and the NEC. This format will also allow the creation of insert pages that can be inserted into the applicable pages of the NEC;
- Provides enforcement consistency among those cities that choose to adopt it

Local cities who helped develop the WCEC are: Bellevue, Bellingham, Burien, Des Moines, Kirkland, King County, Lacey, Longview, Marysville, Mercer Island, Olympia, Redmond, Renton, SeaTac, Seattle and Vancouver.

Financial Impact:
Revenue and expenditures for the administration and enforcement of the electrical code is covered within the adopted fee schedule and the 2017-2018 budget.

Recommended Motion:
N/A

Exhibit 1

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2017-_____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING THE SAMMAMISH ELECTRICAL CODE; AMENDING TITLE 16, BUILDINGS AND CONSTRUCTION, OF THE SAMMAMISH MUNICIPAL CODE BY AMENDING CHAPTER 16.05, CONSTRUCTION CODES; 16.20, CONSTRUCTION ADMINISTRATIVE CODE; AND 16.25 BUILDING AND PROPERTY MAINTENANCE CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, RCW 19.27.031 expressly required the City of Sammamish to adopt state building, residential, mechanical, fire, plumbing and related uniform codes, collectively referred to as the State Building Code; and

WHEREAS, RCW 19.27.060 provides the City with authority to amend the codes enumerated at RCW 19.27.031 as they apply within the City's corporate limits, provided such modifications do not result in less than the minimum performance standards and objectives contained in the State Building Code; and

WHEREAS, the City Council of the City of Sammamish has adopted by reference the state building code, and amendments thereto, for the health, safety and welfare of the citizens, as set forth in the Sammamish Municipal Code ("SMC") Title 16; and

WHEREAS, a new version of the State Building Code will go into effect on July 1, 2017; and

WHEREAS, the new version of the State Building Code necessitates corollary amendments to the SMC; and

WHEREAS, Chapter 19.28 RCW establishes uniform regulations for electrical wiring and the installation thereof, and requires cities to adopt a code equal, higher or better than the uniform regulations; and

WHEREAS, the City Council wishes to provide consistency in the administration of the construction codes; and

WHEREAS, the City Council wishes to adopt the Sammamish Electrical Code, to be codified at SMC Chapter 16.05, Construction Codes, which meets or exceeds the regulations set out in Chapter 19.28 RCW; and

WHEREAS, the City Council wishes to amend portions of Chapters 16.05, 16.20, and 16.25 SMC, as specified herein, to adopt by reference the updated version of the State Building Code, as amended herein, to provide standards for the maintenance of buildings and property within the City to protect the public health, safety and welfare;

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

Section 1. Title 16 SMC, Amended. Chapters 16.05, 16.20 and 16.25 of the Sammamish Municipal Code are hereby amended to provide as indicated in Attachment A, respectively, which are hereby incorporated by this reference.

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

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force July 1, 2017.

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

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Michael R. Kenyon, City Attorney

Exhibit 1

Filed with the City Clerk:	May 11, 2017
First Reading:	May 16, 2017
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Exhibit 1

Chapter 16.05
CONSTRUCTION CODES

Sections:

16.05.010 Short title.

16.05.020 Purpose.

16.05.030 Hours of construction.

16.05.040 Referenced codes.

16.05.070 International Building Code adopted.

16.05.080 International Residential Code adopted.

16.05.090 Mechanical code adopted.

16.05.100 National Fuel Gas Code (NFPA 54) adopted.

16.05.110 Liquefied Petroleum Gas Code (NFPA 58) adopted.

16.05.120 International Fuel Gas Code adopted.

16.05.130 International Fire Code adopted.

16.05.140 Uniform Plumbing Code adopted.

16.05.150 Washington State Energy Code adopted.

16.05.153 Washington Cities Electrical Code adopted.

16.05.155 International Existing Building Code adopted.

16.05.157 International Swimming Pool and Spa Code adopted.

16.05.160 Documents to be filed and available for public inspection.

16.05.170 Violation.

16.05.180 Adoption of additional state codes.

16.05.190 Code conflicts resolution.

16.05.200 Liability.

16.05.010 Short title.

This chapter shall constitute the City building code and may be cited as such. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 2)

16.05.020 Purpose.

The purpose of the codes and regulations adopted by this title is to regulate building and construction within the City and to protect the public health, safety, and welfare of the general public, and not to create or otherwise

establish or designate any particular class or group of persons who will or should be especially protected by the terms of these codes and regulations. More specifically, this chapter is designed to effectuate the following purposes, objectives and standards:

(1) To set forth minimum performance standards and requirements for construction and construction materials, consistent with nationally accepted standards of engineering and fire and life safety.

(2) To permit the use of current technical methods, devices and improvements.

(3) To eliminate restrictive, obsolete, conflicting, duplicative and unnecessary regulations and requirements which could unnecessarily increase construction costs or retard the use of new materials and methods of installation or provide unwarranted preferential treatment to types or classes of materials or products or methods of construction.

(4) To provide standards and specifications for making buildings and facilities accessible to and usable by physically challenged persons.

(5) To consolidate the administration and enforcement of building and construction codes. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (A tt. A); Ord. O2004-148 § 2)

16.05.030 Hours of construction.

Except as approved by the City manager, or designee, to minimize overall public impact and/or inconvenience or otherwise provided in this chapter, the activities and construction noise regulated by this chapter shall be limited to the following hours:

(1) Monday through Friday: 7:00 a.m. to 8:00 p.m.

(2) Saturdays: 9:00 a.m. to 6:00 p.m.

(3) Sundays: no construction.

(4) Holidays: No construction will be allowed on the following holidays – New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

When an exception is granted by the City manager, or manager’s designee, a notice that an exception has been granted shall be provided to affected property owners/residents and to the police department. Notice may be provided by one or more of the following methods: verbal, written, or by posted signage. The method or

methods used shall depend upon the scope and duration of the exception. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-353 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2008-247; Ord. O2004-148 § 2)

16.05.040 Referenced codes.

The codes adopted in this title are collectively referred to as the State Building Code. The State Building Code Act, Chapter 19.27 RCW, delegates to the Washington State Building Code Council the power to adopt and maintain the State Building Code. The State Building Code Act also requires that the City of Sammamish enforce the State Building Code within its jurisdiction, as adopted and amended by the Washington State Building Code Council and the State Legislature. Accordingly, all amendments to the State Building Code adopted by the Washington State Building Council from time to time are hereby, upon the effective date of such amendments, incorporated in this title as though fully set forth herein. In the event that any provisions of the State Building Code are renumbered, any reference in this title to such provision shall refer to such provision as renumbered.

Specific codes referenced in the general codes adopted by this chapter shall be as follows:

(1) Any and all reference to the International Plumbing Code shall be replaced with the Uniform Plumbing Code as adopted in SMC 16.05.140.

(2) Any and all reference to the International Property Maintenance Code shall be replaced with the Sammamish Building and Property Maintenance Code as adopted in Chapter 16.25 SMC.

(3) Any and all reference to the International Electrical Code shall be replaced with the National Electrical Code. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 2)

16.05.070 International Building Code adopted.

The 2015 Edition of the International Building Code, as adopted by the State Building Code Council in Chapter 51-50 WAC, as published by the International Code Council, including Appendix Chapter E (Accessibility), ICC A117.1-2003 (Accessible Standards), and Appendix Chapter H (Signs), excluding Chapter 1, Administration, is hereby adopted by the City of Sammamish, together with the following amendments and additions:

Exceptions. (1) The provisions of this code shall not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables and fruits.

“Temporary growing structure” means a structure that has the sides and roof covered with polyethylene, polyvinyl, or similar flexible synthetic material and is used to provide plants with frost protection or increased heat retention. A temporary growing structure is not considered a building for purposes of this code.

(2) The provisions of this code shall not apply to the construction, alteration, or repair of temporary worker housing except as provided by rule adopted under Chapter 70.114A RCW. “Temporary worker housing” means a place, area, or piece of land where sleeping places or housing sites are provided by an employer for his or her employees or by another person, including a temporary worker housing operator, who is providing such accommodations for employees, for temporary, seasonal occupancy, and includes “labor camps” as defined and regulated by state law (RCW) and Washington Administrative Code.

(4) Recyclable materials, compost, and solid waste storage. For the purposes of this section, the following definitions shall apply:

COMPOST means biodegradable solid wastes that are separated for composting such as food waste, food soiled paper and yard waste.

RECYCLED MATERIALS means those solid wastes that are separated for recycling or reuse, such as papers, metals and glass.

All local jurisdictions shall require that space be provided for the storage of recycled materials, compost, and solid waste for all new buildings.

EXCEPTION: Group R-3 and Group U Occupancies.

The storage area shall be designed to meet the needs of the occupancy, efficiency of pickup, and shall be available to occupants and haulers.

(5) Amend Design Criteria as follows:

GROUND AND ROOF SNOW LOAD: 25 PSF

SEISMIC DESIGN CATEGORY: D

WIND SPEED: Risk category I: 100 mph; Risk category II: 110 mph; Risk category III and IV: 115 MPH

WIND EXPOSURE: Site Specific. See IBC Section 1609.4

SOIL BEARING: Site specific. See IBC Chapter 18

WEATHERING: Moderate

FROST LINE DEPTH: 12 inches

TERMITE: Slight to moderate

DECAY: Slight to moderate

WINTER DESIGN TEMPERATURE: 26˚F

ICE SHIELD UNDERLAYMENT REQUIRED: No

FLOOD HAZARDS: See SMC 15.10

AIR FREEZING INDEX: 145˚F- days

MEAN ANNUAL TEMPERATURE: 50 ˚F.

(6) Section 107.2.5.1, Design Flood Elevations.

Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1.

(7) Table 508.4, Required Separation of Occupancies (Hours), is amended to read as follows:

Add footnote reference superscript “ef” to R and group I-1 Occupancy Classification row and column headings. Add footnote “ef” to read:

See Section 419 for Live/Work Unit separations.

(8) Amend Section 1608.1, General, to read as follows:

Design snow loads shall not be less than 25 PSF uniform roof snow load, nor less than that determined by IBC Section 1607.

(9) Amend IBC Section 2701.1, Scope, to read as follows:

2701.1 Scope. This chapter governs the electrical components, equipment and systems used in buildings and structures covered by this code. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the Sammamish Electrical Code as adopted in SMC 16.05.153.

(~~9~~ 10) Add new Section 2702.1.6, Location, to read as follows:

2702.1.6 Location. Location of stationary generators, fuel piping and storage tanks are subject to the approval of the Building Official and/or Fire Code Official.

(Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 2)

16.05.080 International Residential Code adopted.

The 2015 Edition of the International Residential Code, as adopted by the State Building Code Council in Chapter 51-51 WAC, as published by the International Code Council, including Appendix Q, Dwelling Unit Fire Sprinkler Systems, and excluding Chapters 1, 11 and 25 through 43, is hereby adopted by the City of Sammamish, together with the following amendments:

(1) Amend Design Criteria for R 301.2(1) as follows:

GROUND AND ROOF SNOW LOAD: 25 PSF

WIND SPEED: 110 mph

TOPOGRAPHIC EFFECTS: No

SEISMIC DESIGN CATEGORY: D2

WEATHERING: Moderate

FROST LINE DEPTH: 12 inches

TERMITE: Slight to moderate

DECAY: Slight to moderate

WINTER DESIGN TEMPERATURE: 26˚F.

ICE SHIELD UNDERLAYMENT REQUIRED: No

FLOOD HAZARDS: See SMC 15.10

AIR FREEZING INDEX: 145˚F - days

MEAN ANNUAL TEMPERATURE: 50 ˚F

SOIL BEARING (Assumed): 1500 PSF

(Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 2)

16.05.090 Mechanical code adopted.

The 2015 Edition of the International Mechanical Code, as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by the International Code Council, excluding Chapter 1, Administration, is hereby adopted by the City of Sammamish. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 2)

16.05.100 National Fuel Gas Code (NFPA 54) adopted.

The 2015 Edition of ANSI Z223.1/NFPA 54, National Fuel Gas Code, as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is hereby adopted by the City of Sammamish. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 2)

16.05.110 Liquefied Petroleum Gas Code (NFPA 58) adopted.

The 2014 Edition of NFPA 58, Liquefied Petroleum Gas Code, as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is hereby adopted by the City of Sammamish. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 2)

16.05.120 International Fuel Gas Code adopted.

The 2015 Edition of the International Fuel Gas Code, as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by the International Code Council, excluding Chapter 1, Administration, is hereby adopted by the City of Sammamish. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 2)

16.05.130 International Fire Code adopted.

The 2015 Edition of the International Fire Code, as adopted by the State Building Code Council in Chapter 51-54 WAC, as published by the International Code Council, including Appendix Chapters B, Fire-flow requirements for buildings; C, Fire hydrant locations and distribution; and D, Section 106 as amended, is hereby adopted by the City of Sammamish, together with the following amendments:

(1) Amend Section 102.7 to read as follows:

> Section 102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 45. Such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference as determined or modified by the fire code official.
>
> Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply.
>
> When allowed by the Fire Code official, editions of standards not herein referenced may be utilized provided the entire standard is utilized.

(2) Section 104.10.1 to read as follows:

> Section 104.10.1 Assistance from other agencies. Police and other enforcement agencies shall have authority to render necessary assistance in the investigation of fires or the enforcement of this code as requested by the fire code official.

(3) Amend Section 104.11.2 to read as follows:

> Obstructing operations. No person shall obstruct the operations of the fire department in connection with extinguishment, or control or investigation of any fire, or actions relative to other emergencies, or disobey any lawful command of the fire chief or officer of the fire department in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department.

(4) Section 105.2 to read as follows:

> Section 105.2 Application for Permit. Application for permits shall be made to the City of Sammamish in such form and detail as required by the fire department.

Applications for permits shall be accompanied by such plans as required by the Bureau of Fire Prevention. All applications for fire department permits shall be forwarded to the Bureau of Fire Prevention for consideration of approval.

(5) Section 105.2.5, Permit Fees, to read as follows:

105.2.5 Permit Fees. Any fees for fire code permits, plan check or any other fire service shall be as listed in the City of Sammamish Fee resolution.

(6) Section 107.6, Overcrowding. Amend to read as follows:

Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The fire code official, upon finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to direct actions be taken to reduce the overcrowding or to cause the event to be stopped until such condition or obstruction is corrected.

(7) Delete Section 108 and replace with the following:

Section 108.1 General. Appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of this code shall be heard and decided by the Hearing Examiner following an open record hearing. Following review of the evidence, the Examiner shall issue final decisions, including findings and conclusions, based on the issues and evidence in the record.

The Hearing Examiner’s final decision shall be the final decision of the City Council on the appeal and shall be conclusive unless proceedings for review of the decision are properly commenced in superior court within the time period specified by state law.

Section 108.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority relative to interpretation of the administrative provisions of this code

nor shall the Hearing Examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the City of Sammamish.

(8) Section 307.1 to read as follows:

Section 307.1 Open Burning and Recreational fires – General.

Exception: Barbecue and other fires in accordance with the Puget Sound Clean Air Agency.

(9) Section 307.6 to read as follows:

307.6 Sky Lanterns. Sky Lanterns are airborne paper lanterns similar to a mini hot air balloon, also known as Kongming Lanterns (wish lanterns), which are also referred to as Chinese lanterns, sky candles or fire balloons. As such Sky Lanterns are considered open burning, and are not controlled once they are airborne. The use of Sky Lanterns is prohibited.

(10) Exception to Section 308.3 to read as follows:

Section 308.3 Group A Occupancies.

Exception 4: Where approved by the Fire Code Official.

(11) Sections 503.1 through 503.4 to read as follows:

Sections 503.1 through 503.4 – Fire apparatus access roads. Fire apparatus access roads in the International Fire Code section 503.1 through 503.4 shall be retained by the City of Sammamish.

(12) Amend Section 503.2.1 to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

Emergency Vehicle access roads shall be constructed in accordance with City of Sammamish Public works standards.

(13) Section 503.2.7 to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be no more than 15% slope. Access roads may be permitted to exceed 15% with approval of the fire official, where all buildings are provided with an approved fire sprinkler system.

(14) Section 503.3 to read as follows:

Section 503.3. Markings. When required by the Fire Chief, approved signs or other approved notices shall be provided and maintained for fire apparatus roads to identify such roads and prohibit the obstruction thereof or both.

1. All designated fire lanes shall be clearly marked by the property owner in the following manner: Vertical curbs shall be painted six (6") inches in height and shall be painted red on the top and side, extending the length of the designated fire lane with four inch (4") white block lettering stenciled on the face “NO PARKING – FIRE LANE.” The stenciling shall be spaced every fifty feet (50’). Rolled curbs or surfaces without curbs shall have a six inch (6") wide red stripe painted extending the length of the designated fire lane with four inch (4") white block lettering stenciled on the stripe “NO PARKING – FIRE LANE.” The stenciling shall be spaced every fifty feet (50').

2. Signs may be substituted for curb painting when approved in writing by the fire marshal.

3. Signs shall be not less than eighteen inches (18") in height by twelve inches (12") in width, with block lettering of not less than three inches (3") high brush stroke, reading: “NO PARKING – FIRE LANE.” Such signs shall be reflective in nature, with red lettering on a white background, and spaced at intervals of not less than fifty feet (50') apart. The top of such signs shall not be less than four feet (4'), or more than six feet (6') from the ground. Signs may be placed on buildings when approved in writing by the fire marshal. When posts are required, they shall be constructed of either two inch (2") or greater galvanized steel, or four inch by four inch (4" x 4") or greater pressure treated wood.

4. The fire marshal may approve deviations from any of the specifications in writing.

5. Existing signs may be allowed to remain until the fire marshal determines that a need for replacement exists based on the legibility or other deterioration of the existing signs. Such replacement shall occur within 30 days of receiving written notification of the deficiency.

6. Fire lanes shall be established and maintained as often as required by the fire marshal to clearly identify the designated area as a fire lane, at the sole expense of the property owner. The property owner shall have completed the required establishment or maintenance of fire lanes within 30 days of receiving written notification that such is necessary.

7. At the entrance to the property where fire lanes have been designated, signs shall be posted in a clearly conspicuous location, and shall clearly state that vehicles parked in fire lanes may be impounded, and the name, telephone number, and address of the towing firm where the vehicle may be redeemed.

8. The owner, manager, or person in charge of any property upon which any designated fire lane has been established shall be responsible to prevent the parking of vehicles in such fire lanes by informing the appropriate towing company of the violation. If the lane is blocked by any other obstructions, the owner, manager, or person in charge of the property shall attempt to remove the obstruction, and if unable, shall inform the fire department that the obstruction exists.

9. All criminal violations of the International Fire Code and obstruction of a fire apparatus road may be enforced by any regular or reserve police officer of the Police Department.

10. The Police Department, Fire Chief, Fire Marshal, and other such personnel of the Fire Department as designated by the Fire Chief and approved by the City Manager shall have the authority to issue infractions for violations of the International Fire Code on forms provided by the Chief of Police for such purposes.

11. Any violation of this Section shall be punishable in accordance with the provisions of SMC 46.30.090.

(15) Section 510 Amended – Emergency Responder Radio Coverage in New Buildings. Section 510.1 of the International Fire Code is amended to read as follows:

510.1 Emergency responder radio coverage in new buildings. Approved radio coverage for emergency responders shall be provided with buildings meeting any of the following conditions:

1. There are more than five stories above grade plane (as defined by the International Building Code, Section 202);

2. The total building is 50,000 square feet or more;

3. The total basement area is 10,000 square feet or more;

Or

4. There are floors used for human occupancy more than 30 feet below the finish floor of the lowest level of exit discharge.

Radio coverage is based upon the existing coverage levels of the public safety communication systems of the jurisdictions at the exterior of the building. This section shall not require improvements of the existing public safety communication system.

510.2 Emergency responder radio coverage in existing buildings. Existing buildings shall be provided with approved radio coverage for emergency responders as required in IFC 1103.2

510.3 Operational permit. An operational permit is required to operate an in building radio system.

510.4.2.4 Signal Booster Requirements. If used, signal boosters shall meet the following requirements:

1. All active signal booster components shall be contained in a NEMA4, IP66-type waterproof cabinet or equivalent.

2. The battery system shall be contained in a NEMA4, IP66-type waterproof cabinet or equivalent.

3. The system shall include automatic alarming of malfunctions of the signal booster and battery system. Any resulting trouble alarm shall be automatically transmitted to an approved central station.

4. Equipment shall have FCC certification prior to installation.

510.5.3 Acceptance Test procedure. Acceptance testing for Emergency responder radio amplification system is required, upon completion of installation. It is the building owner's responsibility to have the radio system tested by qualified personnel to ensure a minimum of 95% two-way coverage on each floor of the building.

A report shall be submitted to the Fire Department at the conclusion of acceptance testing containing a floor plan and the signal strengths at each location tested and other relevant information. A representative of the Fire Department may oversee the acceptance test. Acceptance testing is also required whenever changes occur to the building that would materially change the original field performance test. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of approximately forty (40) equal areas.

2. Testing shall use a two (2) watt, portable transceiver with speaker/microphone and flexible antenna (or any calibrated device which will produce signal levels useable by the prescribed portable radio). Field strength testing instruments must have been calibrated within one (1) year of the date of the acceptance test. Field strength testing instruments must be of the frequency selective type incorporating a flexible antenna similar to the ones used on the hand held transceivers. City Radio System Manager may designate alternate methods of measuring the signal level, which satisfy appropriate levels of public safety coverage.

3. A maximum of two (2) nonadjacent areas will be allowed to fail the test.

4. In the event that three (3) of the areas fail the test, the floor may be divided into eighty (80) equal areas in order to be more statistically accurate. In such event, a maximum of four (4) nonadjacent areas will be allowed to fail the test. After the eighty

(80) area tests, if the system continues to fail, the building owner shall have the system altered to meet the 95% coverage requirement.

5. A spot located approximately in the center of a grid area will be selected for the test, then the radio will be keyed to verify two-way communication to and from the outside of the building through the Regional 800 MHz Radio System. Once the spot has been selected, prospecting for a better spot within the grid area is not permitted. The gain values of all amplifiers shall be measured and the results kept on file with the building owner so that the measurements can be verified each year during the annual tests. In the event that the measurement results become lost, the building owner will be required to rerun the acceptance test to reestablish the gain values.

6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.

7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at time of installation and subsequent annual inspections.

510.5.5 Approval Prior to Occupancy. A Certificate of Occupancy will not be issued to any structure if the building fails to comply with Section 510.

510.6 Maintenance. The emergency responder radio coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through 510.6.3.

510.6.1 Testing and proof of Compliance. The emergency responder radio coverage system shall be inspected and tested annually, or whenever structural changes occur to the building that would materially change the original field performance tests by a consultant approved by the Fire Code Official. The performance test shall include at minimum a floor plan and the signal strength in various locations of the building.

Testing shall consist of the following:

1. In-building coverage test as described in Section 510.5.3.

Exception: Group R Occupancy annual testing is not required within dwelling units

2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.

3. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.

4. All other active components shall be checked to verify operation within the manufacturer's specifications.

5. At the conclusion of the testing, a report, which shall verify compliance with Section 510.5.3, shall be submitted to the fire code official.

510.6.2 Identification. Radio Coverage system shall be identified by a sign located on or near the Fire Alarm Control Panel stating "This building is equipped with an Emergency Responder Radio Coverage System."

510.6.3 Field Testing. Police and Fire Personnel shall at any time have the right to enter onto the property to conduct its own field-testing to be certain that the required level of radio coverage is present.

(16) Amend Section 903.2, Where required, as follows:

903.2 Where required. Delete the exception.

903.2.a Automatic sprinkler systems required.

(1) All newly constructed buildings with a gross square footage of 5,000 square feet, regardless of type or use, as well as zero lot line townhouses with an aggregate area of 5,000 square feet or greater must be sprinklered.

(2) Additions to existing buildings that are 50 percent or more of the assessed building valuation which is based off of current information from the King County Assessor's office, and would result in a gross floor area greater than 5,000 square feet must be retrofitted with an automatic sprinkler system. Subject to the approval of the fire chief, a phasing plan of up to five years is permitted.

(3) Floor Area, Gross. For the purpose of this section, "gross floor area" shall be defined as the floor area whether above or below grade within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts, attics, crawl spaces and courts, without deduction for corridors, stairways, closets, the thickness of the interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.

(4) For the purposes of this section, fire barriers, walls or partitions of any type do not constitute separate buildings.

(17) Section 903.4.2, Alarms, to read as follows:

903.4.2 Alarms. Approved audible and visible alarm notification devices to meet the Americans with Disabilities Act, shall be provided for every automatic sprinkler system in accordance with Section 907 and throughout areas designated by the Fire Code Official. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Exception: With approval of the Fire Code Official, audible and visible alarm notification appliances may be omitted for approved residential sprinkler systems in 1 or 2 family dwelling units if not otherwise specifically required.

(18) Section 903.4.3 to read as follows:

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor. Exception: When approved by the Fire Code Official in NFPA 13D and NFPA13R systems.

(19) Section 905.3.9 to read as follows:

905.3.9 High Rise Building Standpipes. Standpipe risers shall be combination standpipe/sprinkler risers using a minimum pipe size of 6 inches. Two 2-1/2 inch hose connections shall be provided on every intermediate floor level landing in every required stairway. Where pressure reduction valves (PRV) are required, each hose connection shall be provided with its own PRV. The system shall be designed to provide a minimum flow of 300 gpm at a minimum pressure of 150 psi (maximum 200 psi) at each standpipe connection, in addition to the flow and pressure requirements contained in NFPA 14.

(20) Section 905.8 to read as follows:

905.8 Dry Standpipes. Dry standpipes, may be installed in other than high rise buildings when approved by the fire code official.

(21) Section 906.1, Where required, as follows:

906.1 Where required. Portable fire extinguishers shall be installed in all Group A, B, E, F, H, I, M, R1, R-2, R-4, and S occupancies.

Amend Exception:

R-2 occupancies are not required to provide portable fire extinguishers within each dwelling unit. Fire extinguishers are required in common areas and corridors.

(22) Section 907.7.5.2 to read as follows:

907.7.5.2. Monitoring. When required by the Fire Code Official, all new and existing fire detection systems shall be monitored.

(23) New 2703.9 General Safety Precautions.

General precautions for the safe storage, handling or care of hazardous materials shall be in accordance with Sections 2703.9.1 through 2703.9.11.

(24) New 2703.9.11 Manufacturer's Limitations.

The storage and use of hazardous materials shall not exceed the manufacturer's limitations on shelf life and any other restrictions on use.

(25) New 5307.5.2 Emergency Alarm System.

1. Activation of the emergency alarm system shall initiate a local alarm at the entrance to room(s) and inside a room where CO2 systems are installed.

2. Require a warning sign at the entrance:

"Carbon Dioxide Alarm. Do not enter. Call 911"

(26) Amend Section 5604.1 to read as follows:

Section 5604.1 Explosive Materials Storage and Handling – General. The storage of explosive materials is prohibited within the City Limits.

Exceptions:

1. Materials listed and stored in accordance with IFC 5601.1 "Exceptions 1-5, and 7-9."

2. Model rocket motors, as defined by 2013 NFPA 1122, stored in accordance with 2013 NFPA 1122 Sections 4.20.1 and 4.20.2. Quantities of more than one pound shall be stored in accordance with 2013 NFPA 1127 Sections 4.19.1 through 4.19.2.4.

3. When approved by the Fire Marshal, high power rocket motors as defined by NFPA 1127 and rocket motor reloading kits, stored in accordance with NFPA 1127 Sections 4.19.1 through 4.19.2.4, 4.19.4 and 4.19.5.

(27) Amend Section 5605.1 to read as follows:

Section 5605.1 Manufacturing, assembly and testing of explosives, explosive materials, ammunition, blasting agents, and fireworks – General. The manufacturing of explosives, explosive materials, ammunition, blasting agents, and fireworks is prohibited within the City limits.

(28) Amend Section 5704.2.9.6 to read as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited.

Locations where Class I and Class II liquids are stored in above-ground tanks outside of buildings shall be regulated in accordance with SMC 21A.50.280: "Critical aquifer recharge areas."

(29) Amend Section 5704.2.11.2, Location, to add new item No. 4 as follows:

5704.2.11.2 Location. Flammable and combustible liquid storage tanks located underground, either outside or under buildings, shall be in accordance with all of the following:

1. Tanks shall be located with respect to existing foundations and supports such that the loads carried by the latter cannot be transmitted to the tank.

2. The distance from any part of a tank storing liquids to the nearest wall of a basement, pit, cellar, or lot line shall not be less than 3 feet (914 mm).

3. A minimum distance of 1 foot (305 mm), shell to shell, shall be maintained between underground tanks.

4. Tank location shall be in accordance with the limitations of SMC 21A.50.280: "Critical aquifer recharge areas."

(30) Amend Section 5706.2 as follows:

5706.2 Storage and dispensing of flammable and combustible liquids. Permanent and temporary storage and dispensing of Class I and II liquids for private use on farms and at Public Maintenance facilities owned by the City of Sammamish or other Public agencies shall be in accordance with Sections 5706.2.1 through 5706.2.8.1.

Exception: Storage and use of fuel oil and containers connected with oil-burning equipment regulated by Section 603 and the International Mechanical Code.

(31) Amend Section 5706.2.4.4 to read as follows:

Section 5706.2.4.4 Locations where above-ground tanks are prohibited. Locations where Class I and II liquids are stored in above-ground tanks shall be regulated in accordance with SMC 21A.50.280: “Critical Aquifer Recharge Areas.”

(32) Amend Section 6104.2 to read as follows:

Section 6104.2 Maximum capacity within established limits. The aggregate capacity for the storage of Liquid Petroleum Gas (LPG) of any one installation shall not exceed 2,000 gallons water capacity, except that in particular installations this capacity limit may be altered at the discretion of the chief after consideration of special features such as topographical conditions, nature of the occupancy and proximity to buildings, capacity of proposed tanks, degree of private fire protection to be provided, and facilities of the fire department.

(33) Amend Appendix D, Section D106, to read as follows:

SECTION D106 SINGLE FAMILY AND MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

D106.1 Projects having more than 100 dwelling units. Single family and Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

Exception: Projects having more than 100 dwelling units may have a single approved fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with approved automatic sprinkler systems installed in accordance with Section 903.3.1.1, or 903.3.1.2, or 903.3.1.3 of the International Fire Code.

D106.2 Projects having more than 200 dwelling units. Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and

approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

(Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-165 § 1; Ord. O2004-148 § 2)

16.05.140 Uniform Plumbing Code adopted.

The 2015 Edition of the Uniform Plumbing Code, as adopted by the State Building Code Council in Chapter 51-56 WAC, as published by the International Association of Plumbing and Mechanical Officials, excluding Chapter 1, Administration, is hereby adopted by the City of Sammamish, together with the following amendments:

(1) Amend UPC Section 311.0, Independent Systems, as follows:

311.0 Independent Systems.

The drainage system of each new building and of new work installed in any existing building shall be separate and independent from that of any other building, and, when available, every building shall have an independent connection with a public or private sewer.

Swimming pools shall be provided with a separate and independent drainage system, which shall connect with a public or private sewer. The drainage pipe for the pool, floor drain, and similar fixtures shall be connected either to the side sewer downstream of the main building or structure or to the building sewer downstream of the last plumbing fixture. The main building drain shall be equipped with an accessible backwater valve outside of the building or structure and upstream of the pool drain connection.

(2) Amend UPC Chapter 6, Table 610.3, deleting “Lawn Sprinkler, each head” from the table.

(3) Amend UPC Section 708.0, Grade of Horizontal Drainage Piping, as follows:

Horizontal drainage piping shall be run in practical alignment and a uniform slope of not less than one fourth (1/4) inch per foot (20.9 mm/m) or two (2) percent toward the point of disposal provided that, where it is impractical due to the depth of the street

sewer or to the structural features or to the arrangement of any building or structure to obtain a slope of one-fourth (1/4) of an inch per foot (20.9 mm/m) or two (2) percent. Any such pipe or piping four (4) inches (100 mm) or larger in diameter may have a slope of not less than one-eighth (1/8) of an inch per foot (10.5 mm/m) or one (1) percent, only when first approved by the Code Official. Horizontal drainage piping connected to any dual flush gravity tank water closet shall slope a minimum of one-fourth (1/4) inch per foot.

(4) Adopt and amend UPC Section 713.1, Sewers Required, as follows:

713.1 Every building in which plumbing fixtures are installed and every premises having drainage piping thereon shall have a connection to a public or private sewer, except as provided in Section 713.2, and Section 713.4.

Exceptions:

1. When no public sewer intended to serve any lot or premises is available in any thoroughfare or right of way abutting such lot or premises, or as otherwise approved under SMC 21A.60.030, drainage piping from any building or works shall be connected to an approved private sewage disposal system. The public sewer may be considered as not being available when such public sewer or any building or any exterior drainage facility connected thereto is located more than two hundred (200) feet (60.8 m) from any proposed building or exterior drainage facility on any lot or premises that abuts and is served by such public sewer.

2. No change shall be required in any portion of a plumbing drainage system in or on an existing building or lot when such work was installed and is maintained in accordance with law in effect prior to the effective date of this code, except when any such plumbing or drainage system or other work regulated by this code is determined by the Authority Having Jurisdiction to be in fact dangerous, unsafe, unsanitary, or a nuisance and a menace to life, health, or property.

(5) Adopt UPC Sections 713.3, 713.6, 714.2 and 722 pertaining to building sewers to read as follows:

Section 713.3, 713.6, 714.2 and 722 pertaining to building sewers shall be retained by the City of Sammamish.

(6) Amend UPC Section 713.3 as follows:

> 713.3 Within the limits prescribed by UPC Section 713.4 hereof, the rearrangement or subdivision into smaller parcels of a lot that abuts and is served by a public sewer shall not be deemed cause to permit the construction of a private sewage disposal system, and all plumbing or drainage systems on any such smaller parcel or parcels shall connect to the public sewer.

(7) Amend UPC Section 1101.12.2.2.2 to read as follows:

> Combined System. The secondary roof drains shall connect to the vertical piping of the primary storm drainage conductor downstream of any horizontal offset below the roof. The primary storm drainage system shall connect to the building storm water that connects to an underground public storm sewer. The combined secondary and primary roof drain systems shall be sized in accordance with Section 1103.0 based on double the rainfall for the local area. A relief drain shall be connected to the vertical drain piping using a wye type fitting piped to daylight on the exterior of the building. The piping shall be sized as required for a secondary drain with a 4" minimum.

(8) Adopt Appendix Chapter A, “Recommended Rules for Sizing the Water Supply System.”

(9) Adopt Appendix Chapter B, “Explanatory Notes on Combination Waste and Vent Systems.”

(10) Adopt Appendix Chapter C, “Alternate Plumbing Systems,” excluding Sections C5 through C7. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 2)

16.05.150 Washington State Energy Code adopted.

The 2015 Washington State Energy Code, Commercial and Residential, as adopted by the State Building Code Council in Chapters 51-11C and 51-11R WAC, is hereby adopted by the City of Sammamish. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 2)

16.05.153 Washington Cities Electrical Code adopted.

(1) The most current edition of the Washington Cities Electrical Code (WCEC), Part One (Adoption) and part Three (National Electrical code amendments), as published by the Washington Association of Building Officials, is hereby adopted by reference and shall be known as the Sammamish Electrical Code. This includes Annex A, B and C of the National Electrical Code; Commercial Building Telecommunications Cabling Standard (ANSI/TIA-568-C series, February 2009); Commercial Building Standard for Telecommunications Pathway and Spaces (TIA-569-B, October 2004); Commercial Building Grounding and Bonding Requirements for Telecommunications (ANSI/TIA-607-B, August 2011); Residential Telecommunications Cable Standard (ANSI/TIA/EIA 570-B-2004); and the National Electrical Safety Code (NESC C2-2012 excluding Appendixes A and B)

(2) The “Construction Administrative Code” as set forth in Chapter 16.20 SMC shall be used for the administration of the Sammamish Electrical Code.

(3) Conflicts.

(a) The requirements of Washington Cities Electrical Code will be observed where there is any conflict between this chapter and the National Electrical Code (NFPA 70), Centrifugal Fire Pumps (NFPA 20), the Emergency and Standby Power Systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, or ANSI/TIA/EIA 570.

(b) The National Electrical Code will be followed when there is any conflict between standard for Installation of Stationary Pumps for Fire Protection (NFPA 20), standard for Emergency and Standby Power Systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, ANSI/TIA/EIA 570-B, and the National Electrical Code (NFPA 70).

(c) In accordance with RCW 19.28.010(3), when the State of Washington Department of Labor and Industries adopts a more current edition of the National Electrical Code (NFPA 70), the more current edition shall be enforced. Provisions in the annex chapters of the National Electrical Code shall not apply unless specifically referenced in the adopting ordinance.

16.05.155 International Existing Building Code adopted.

The 2015 International Existing Building Code (IEBC), as adopted by the State Building Code Council in Chapter 51-50 WAC, as published by the International Code Council, Inc., including Appendix A, Guidelines for the Seismic Retrofit of Existing Buildings, Appendix N, Solar Readiness, and excluding Chapter 1, Administration, is hereby adopted by the City of Sammamish by reference, together with the amendments set

forth in this section. The Construction Administrative Code, as set forth in Chapter 16.20 SMC, shall be used in place of IEBC Chapter 1, Administration.

(1) Amend Section 409.1 to include state amendments and City requirements relocated from SMC 16.20.107 to read as follows:

> 409.1 Conformance. Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code, the International Residential Code (chapter 51-51 WAC), the International Mechanical Code (chapter 51-52 WAC), the International Fire Code (chapter 51-54A WAC), the Uniform Plumbing Code and Standards (chapters 51-56 and 51-57 WAC), the Washington State Energy Code (chapter 51-11 WAC) and the Washington State Ventilation and Indoor Air Quality Code (chapter 51-13 WAC) for new buildings or structures.
>
> EXCEPTION: Group R-3 buildings or structures are not required to comply if:
>
> 1. The original occupancy classification is not changed; and
>
> 2. The original building is not substantially remodeled or rehabilitated.
>
> For the purposes of this section, a building shall be considered to be substantially remodeled when the costs of remodeling exceed 60 percent of the value of the building exclusive of the costs relating to preparation, construction, demolition or renovation of foundations.
>
> Prior to relocation, a feasibility inspection shall be performed on the building or structure by a registered design professional to document any known structural deficiencies, examine existing plumbing and mechanical systems, inspect insulated areas of the structure and check for life safety deficiencies. A copy of the inspection reports shall be submitted along with a building permit application for relocation.
>
> Structures which do not conform to minimum requirements at the time of initial construction, or current life safety regulations, or are found substantially deficient in structural integrity, shall be subject to correction.

(2) Add new section 409.1 Moved building – Electrical Conformance, for the purpose of relocating the content of SMC 16.20.107 as follows:

409.1 Moved buildings – Electrical requirements.

(1) Nonresidential buildings or structures moved into or within the jurisdiction must be inspected to ensure compliance with current requirements of this chapter.

(2) Residential buildings or structures wired in the U.S. to NEC requirements and moved into the jurisdiction must be inspected to ensure compliance with the NEC requirements in effect at the time and place the original wiring was made. The building or structure must be inspected to ensure compliance with all current requirements of Chapter 19.28 RCW and the rules developed by the building department if:

(a) The original occupancy classification of the building or structure is changed as a result of the move; or

(b) The building or structure has been substantially remodeled or rehabilitated as a result of the move.

(3) Residential buildings or structures wired in Canada to Canadian Electrical Code (CEC) standards and moved into the jurisdiction must be inspected to ensure compliance with the following minimum safety requirements:

(a) Service, service grounding, and service bonding must comply with the Sammamish Electrical Code.

(b) Canadian Standards Association (CSA) listed Type NMD cable is allowed with the following qualifications:

(i) CSA listed Type NMD cable, American Wire Gauge No. 10 and smaller installed after 1964, utilizing an equipment grounding conductor smaller than the phase conductors, must be:

(A) Replaced with a cable utilizing a full-size equipment grounding conductor; or

(B) Protected by a ground fault circuit interrupter protection device.

(ii) CSA listed Type NMD cable, No. 8 AWG and larger, must:

(A) Utilize an equipment grounding conductor sized according to the requirements of the NEC in effect at the time of the installation;

(B) Be protected by a ground fault circuit interrupter protection device; or

(C) Be replaced.

(c) Other types of wiring and cable must be:

(i) Replaced with wiring listed or field evaluated in accordance with U.S. standards by a laboratory approved by the department; or

(ii) Protected by a ground fault circuit interrupter protection device and arc fault circuit protection device.

(d) Equipment, other than wiring or panelboards, manufactured and installed prior to 1997, must be listed and identified by laboratory labels approved by the department or CSA labels.

(e) All panelboards must be listed and identified by testing laboratory labels approved by the department with the following qualifications:

(i) CSA listed panelboards labeled “Suitable for Use as Service Equipment” will be considered to be approved as “Suitable for Use only as Service Equipment.”

(ii) CSA listed panelboards must be limited to a maximum of 42 circuits.

(iii) CSA listed panelboards used as lighting and appliance panelboards, as described in the NEC, must meet all current requirements of the NEC and this chapter.

(f) Any wiring or panelboards replaced or changed as a result of the move must meet current requirements of Chapter 19.28 RCW and this chapter.

(g) The location, type, and ground fault circuit interrupter protection of receptacles and equipment in a bathroom, kitchen, basement, garage, or outdoor area must meet the Washington requirements in effect at the time the wiring was installed.

(h) Four 15-ampere, kitchen small appliance circuits will be accepted in lieu of two 20-ampere, kitchen small appliance circuits. Receptacles will not be required to be added on kitchen peninsular or island counters.

(i) Spacing requirements for all other receptacles must meet the Washington requirements in effect at the time the wiring was installed.

(j) Receptacles installed above baseboard or fixed wall space heaters must be removed and the outlet box covered with a blank cover. The receptacle is required to be relocated as closely as possible to the existing location.

(k) Lighting outlet and switch locations must meet the Washington requirements in effect at the time the wiring was installed.

(l) Dedicated 20-ampere small appliance circuits are not required in dining rooms.

(m) Electric water heater branch circuits must be adequate for the load.

(n) The location, type, and circuit protection of feeders must meet the Washington State requirements in effect at the time the wiring was installed.(Ord. O2016-409 § 1 (Att. A))

16.05.157 International Swimming Pool and Spa Code adopted.

The 2015 International Swimming Pool and Spa Code, as adopted by the State Building Code Council at Chapters 51-50 and 51-51 WAC, as published by the International Code Council, Inc., is hereby adopted. The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of aquatic recreation facilities, pools and spas. The pools and spas covered by this code are either permanent or temporary, and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading. Swimming pools, spas and other aquatic recreation facilities shall comply with the International Swimming Pool and Spa Code, where the facility is one of the following:

(1) For the sole use of residents and invited guests at a single-family dwelling;

(2) For the sole use of residents and invited guests of a duplex owned by the residents; or

(3) Operated exclusively for physical therapy or rehabilitation and under the supervision of a licensed medical practitioner.

All other “water recreation facilities” as defined in RCW 70.90.110 are regulated under Chapters 246-260 and 246-262 WAC. Public swimming pool barriers are regulated by WAC 246-260-031(4). (Ord. O2016-409 § 1 (Att. A))

16.05.160 Documents to be filed and available for public inspection.

At least one copy of the codes, regulations, and standards adopted by reference in this chapter, in the form in which they were adopted, shall be filed in the office of the City clerk and shall be available for use and examination by the public pursuant to RCW 35A.12.140. The City clerk may elect to have these copies kept in the permit center office for use by the public. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 2. Formerly § 16.05.170)

16.05.170 Violation.

Any person, firm, corporation or organization violating any of the provisions of this chapter shall be subject to the provisions of SMC Title 23, code enforcement. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 2. Formerly § 16.05.180)

16.05.180 Adoption of additional state codes.

The following chapter of the Washington Administrative Code, as presently existing and as may be subsequently amended, is adopted by reference: Chapter 51-19 WAC, Washington State Historic Building Code. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 2. Formerly § 16.05.190)

16.05.190 Code conflicts resolution.

(1) In case of conflict among the codes enumerated in this title, the first named code shall govern over those following.

(2) In case of conflict between other codes and provisions adopted by this chapter, the code or provision that is the most restrictive, as determined by the building official, shall apply. (Ord. O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 2. Formerly § 16.05.200)

16.05.200 Liability.

This chapter shall not be construed to relieve or lessen the responsibility of any person, partnership, firm, association, or corporation owning, building, altering, constructing, or moving any building or structure as defined in the building code, nor shall the City or any officer, employee, or agent of the City assume such liability by reason of any inspection authorized in this chapter or certificate of inspection issued by the City or any of its officers, employees or agents. This chapter shall not create or otherwise establish or designate any particular class or group of persons who will or should be specially protected by the terms of this chapter. (Ord.

O2016-409 § 1 (Att. A); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 2. Formerly § 16.05.210)

Exhibit 1 - Attachment A

Exhibit 1 - Attachment A

Chapter 16.20
CONSTRUCTION ADMINISTRATIVE CODE

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16.20.010 Short title.

This chapter shall constitute the construction administrative code of the City of Sammamish, hereinafter referred to as “this code.” (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.015 Purpose.

The purpose of the codes and regulations adopted by this code is to provide a consistent method for administration of the construction codes adopted in Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.020 Scope.

The provisions of this construction administrative code shall apply to the administration of the following codes as adopted by the state of Washington and the City of Sammamish and as listed:

(1) 2015 International Building Code – Chapter 51-50 WAC;

(2) 2015 International Residential Code – Chapter 51-51 WAC;

(3) 2015 International Mechanical Code – Chapter 51-52 WAC;

(4) 2015 National Fuel Gas Code (NFPA 54) – Chapter 51-52 WAC;

(5) 2014 Liquefied Petroleum Gas Code (NFPA 58) – Chapter 51-52 WAC;

(6) 2015 International Fuel Gas Code – Chapter 51-52 WAC;

(7) 2015 Uniform Plumbing Code – Chapter 51-56 WAC;

(8) 2015 Washington State Energy Codes – Chapters 51-11C and 51-11R WAC.

(9) 2015 International Existing Building Code – Chapter 51-50 WAC.

10) 2015 International Swimming Pool and Spa Code – WAC 51-50-3109 and 51-51-0329. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

11) Sammamish Electrical Code.

16.20.025 Definitions.

For the purpose of this chapter, certain terms, phrases, words and their derivatives shall have the meanings set forth in this section. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. “Webster’s Third International Dictionary of the English Language,” unabridged latest edition, shall be considered as providing ordinary accepted meanings. Words used in the singular include the plural, and the plural the singular. Words used in the masculine gender include the feminine, and the feminine the masculine.

“Action” means a specific response complying fully with a specific request by the City of Sammamish.

“Amended construction documents” means changes or revisions to the approved plans which do not alter the size, shape, height, location or orientation on property, major components of the structural load path, or existing requirements.

“Building division” means the staff of the City of Sammamish community development department under the direction of the building official responsible for review of construction drawings and construction inspection for compliance with adopted building, plumbing, mechanical, fire, and other applicable construction codes.

“Building official” means the person or persons designated by the director of community development, charged with the administration and enforcement of the adopted construction codes.

“Building service equipment” means and refers to the plumbing, mechanical and electrical equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.

“Code official” means the person or persons charged with the enforcement of the adopted administrative and construction codes, or any duly authorized representative.

“Complete response” means an adequate response to all requests from City staff in sufficient detail to allow the application to be processed.

“Energy code” means the International Energy Conservation Code promulgated by the Washington State Building Code Council as adopted by the City of Sammamish.

“Existing building” means a building erected prior to the adoption of this code and Chapter 16.05 SMC, or one for which a legal building permit has been issued and approved.

“IBC” means the latest edition of the International Building Code promulgated by the International Code Council as adopted by the City of Sammamish.

“IEBC” means the latest edition of the International Existing Building Code promulgated by the International Code Council as adopted by this jurisdiction.

“IMC” means the latest edition of the International Mechanical Code promulgated by the International Code Council as adopted by the City of Sammamish.

“IRC” means the latest edition of the International Residential Code for one- and two-family dwellings promulgated by the International Code Council as adopted by the City of Sammamish.

“NEC” means the latest edition of the National Electrical Code promulgated by the National Fire Protection Association~~.~~ as amended by the Washington Cities Electrical Code and adopted by the city.

“Occupancy” means the purpose for which a building, or part thereof, is used or intended to be used.

“Permit center” means the staff of the City of Sammamish community development department under the direction of the permit center manager responsible for intake and issuance of building, plumbing, mechanical, fire and other development permits.

“Public service agency” shall include those agencies providing noncompetitive services and rates to the public for the purpose of delivering electrical, water, sewer or gas utilities. The equipment installed by a public service agency shall be owned, operated and maintained by that agency.

“PUDs” means public utility districts such as water and sewer, etc.

“SEPA” means the State Environmental Policy Act.

“Shall,” as used in this code, is mandatory.

“SMC” means the latest edition of the Sammamish Municipal Code.

“UPC” means the latest edition of the Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials as adopted by the City of Sammamish.

"Valuation" or "value," as applied to a building or building service equipment, means and shall be the estimated cost to replace the building and its building service equipment in kind, based on current material and labor replacement costs, and shall include contractor's overhead and profit. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2009-253 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3. Formerly § 16.20.030)

16.20.030 Appendices.

Provisions in the appendices of adopted codes shall not apply unless specifically adopted. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3. Formerly § 16.20.035)

16.20.035 Intent.

The purpose of this code and Chapter 16.05 SMC is to establish the minimum requirements to provide a reasonable level of safety, public health, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3. Formerly § 16.20.040)

16.20.040 Referenced codes.

The codes listed in SMC 16.20.045 through 16.20.075 and referenced elsewhere in this code and Chapter 16.05 SMC shall be considered part of the requirements of this code and Chapter 16.05 SMC to the prescribed extent of each such reference. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3. Formerly § 16.20.045)

16.20.045 International Building Code.

(1) Scope. The provisions of the International Building Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

(2) Exceptions: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade in height with separate means of egress and their accessory structures not more than three stories above grade plane in height shall comply with the International Residential Code.

(Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3. Formerly § 16.20.050)

16.20.050 International Residential Code~~.~~ –Scope.

(1) ~~Scope.~~ The provisions of the International Residential Code for One- and Two-Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of detached one- and two-family dwellings, adult family homes, and townhouses not more than three stories in height above grade plane with separate means of egress and their accessory structures that are not more than three stories in height above grade plane.

(2) Exceptions.

(a) Live/work units located in townhouses and complying with the requirements of Section 419 of the International Building Code shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-Family Dwellings. Fire suppression required by Section 419.5 of the International Building Code where constructed under the International Residential Code for One- and Two-Family Dwellings shall conform to Appendix Q.

(b) Owner-occupied lodging houses with one or two guestrooms shall be permitted to be constructed in accordance with the International Residential Code for One- and Two-Family Dwellings.

(c) Owner-occupied lodging homes with three to five guestrooms shall be permitted to be constructed in accordance with the International Residential Code for One- and Two- Family Dwellings where equipped with a fire sprinkler system in accordance with Appendix Q. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3. Formerly § 16.20.055)

16.20.055 Mechanical ~~c~~Code~~.~~ –Scope.

(1) ~~Scope.~~ The provisions of the International Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy-related systems.

(2) Exceptions.

(a) The International Fuel Gas Code: for all installations utilizing natural gas except those regulated by the IRC and those utilizing LPG.

(b) International Residential Code: for all structures regulated by the IRC except LPG installations.

(c) NFPA 54 and 58: for all LPG installations. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3. Formerly § 16.20.060)

16.20.060 Liquid ~~p~~Propane ~~g~~Gas ~~c~~Code~~.~~ Scope.

~~Scope.~~ The provisions of the National Fuel Gas Code and Liquefied Petroleum Gas Code (NFPA 54 and 58) shall apply to the installation of all materials and equipment utilizing liquid propane gas. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3. Formerly § 16.20.065)

16.20.065 Natural ~~g~~Gas ~~c~~Code~~.~~ Scope.

~~Scope.~~ The provisions of the International Fuel Gas Code shall apply to the installation of all materials and equipment utilizing natural gas including gas piping systems, fuel gas utilization equipment, gaseous hydrogen systems, and related accessories except those regulated by the International Residential Code. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3. Formerly § 16.20.070)

16.20.070 Plumbing ~~c~~Code~~.~~ - Scope.

~~Scope.~~ The provisions of the Uniform Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3. Formerly § 16.20.075)

16.20.070 Sammamish Electrical Code. – Scope.

The provisions of the Sammamish Electrical Code apply to the installation of electric conductors, electric equipment and additions, alterations, modifications, or repairs to existing electrical installations for the following:

(1) Electric conductors, electric equipment, and electrical raceways installed within or on public and private buildings, property or other structures.

(2) Signaling and communications conductors and equipment, telecommunications conductors and equipment, fiber optic cables, and raceways installed within or on public and private buildings, property or other structures.

(3) Yards, lots, parking lots, and industrial substations.

(4) Temporary electrical installations for use during the construction of buildings.

(5) Temporary electrical installations for carnivals, conventions, festivals, fairs, traveling shows, the holding of religious services, temporary lighting of streets, or other approved uses.

(6) Installations of conductors and equipment that connect to a supply of electricity.

(7) All other outside electrical conductors on the premises.

(8) Optional standby systems derived from portable generators.

Exception: Installations under the exclusive control of electric utilities for the purpose of communication, transmission, and distribution of electric energy located in buildings used exclusively by utilities for such purposes or located outdoors on property owned or leased by the utilities or on public highways, streets, roads, etc., or outdoors by established rights on private property.

It is the intent of this section that the Sammamish Electrical Code covers all premises' wiring or wiring other than utility owned metering equipment, on the load side of the service point of buildings, structures, or any other premises not owned or leased by the utility. Also, it is the intent that the Sammamish Electrical Code covers installations in buildings used by the utility for purposes other than listed in above, such as office buildings, warehouses, garages, machine shops, and recreational buildings which are not an integral part of a generating plant, substation, or control center.

16.20.075 Washington State Energy Code.

The provisions of the Washington State Energy Code shall apply to all matters governing the design and construction of buildings for energy efficiency. The Washington State Energy Codes (WSEC), as adopted by the State Building Code Council in Chapter 51-11C and 11R WAC, are adopted by reference.

Exception: The provisions of these codes do not apply to temporary growing structures used solely for the commercial production of horticultural plants including ornamental plants, flowers, vegetables, and fruits. A temporary growing structure is not considered a building for the purposes of these codes. However, the installation of other than listed, portable mechanical equipment or listed, portable lighting fixtures is not allowed. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A))

16.20.077 2015 International Existing Building Code.

The provisions of the International Existing Building Code shall apply to the repair, alteration, change of occupancy, addition to and relocation of existing buildings not regulated under the International Residential Code. (Ord. O2016-409 § 1 (Att. B))

16.20.078 International Swimming Pool and Spa Code.

Scope. The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of aquatic recreation facilities, pools and spas. The pools and spas covered by this code are either permanent or temporary, and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading. Swimming pools, spas and other aquatic recreation facilities shall comply with the International Swimming Pool and Spa Code, where the facility is one of the following:

(1) For the sole use of residents and invited guests at a single-family dwelling;

(2) For the sole use of residents and invited guests of a duplex owned by the residents; or

(3) Operated exclusively for physical therapy or rehabilitation and under the supervision of a licensed medical practitioner.

All other “water recreation facilities” as defined in RCW 70.90.110 are regulated under Chapters 246-260 and 246-262 WAC. Public swimming pool barriers are regulated by WAC 246-260-031(4). (Ord. O2016-409 § 1 (Att. B))

16.20.080 General applicability.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code and Chapter 16.05 SMC specify different materials, methods of construction or other requirements, the most restrictive shall govern, except that

the hierarchy of the codes named in Chapter 19.27 RCW shall govern. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.085 Other laws.

The provisions of this code and Chapter 16.05 SMC shall not be deemed to nullify any provisions of local, state or federal law. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.090 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code or Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.095 Referenced codes and standards.

The codes and standards referenced in this code and Chapter 16.05 SMC shall be considered part of the requirements of this code and Chapter 16.05 SMC to the prescribed extent of each such reference. Where differences occur between provisions of this code and Chapter 16.05 SMC and referenced codes and standards, the provisions of this code and Chapter 16.05 SMC shall apply. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.100 Partial invalidity.

In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.105 Existing structures.

The legal occupancy of any structure existing on the date of adoption of this code and Chapter 16.05 SMC shall be permitted to continue without change, except as is specifically covered in this code, the International Fire Code, the Sammamish Building and Property Maintenance Code, or as is deemed necessary by the building official or fire marshal for the general safety and welfare of the occupants and the public. Modifications to existing structures shall be permitted to be performed in accordance with WAC 51-50-480000 (International Existing Building Code).

Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of the code in force at the time the additions were made.

Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.107 Moved buildings.

(1) Buildings or structures moved into or within a jurisdiction shall comply with the provisions of SMC 16.05.155.

(2). Electrical requirements for moved buildings shall be in accordance with 16.05.155 (2).(Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1)

16.20.108 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing or proposed structure or installation, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the building official. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A))

16.20.109 Structures in areas of special flood hazard.

Buildings located in areas of special flood hazard shall be regulated under the International Building Code, the International Residential Code and the Sammamish Municipal Code. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A))

16.20.110 Creation of enforcement agency.

The building division of the community development department is hereby created and the official in charge thereof shall be known as the building official. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.115 Appointment.

The building official shall be appointed by the chief appointing authority of the City of Sammamish. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.120 Deputies.

In accordance with the prescribed procedures of the City of Sammamish and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.125 Duties and power of building official.

The building official is hereby authorized and directed to enforce the provisions of this code and Chapter 16.05 SMC. The building official shall have the authority to render interpretations of this code and Chapter 16.05 SMC and to adopt policies and procedures in order to clarify the application of their provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code and Chapter 16.05 SMC. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code and Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.130 Applications and permits.

The permit center shall receive and review applications for the erection, alteration, demolition and moving of buildings, structures and building service equipment, shall route to the appropriate divisions or departments of the City of Sammamish and/or other agencies for review and approval and, when approved by all appropriate divisions, departments, or agencies, issue the appropriate permit. The building division shall review construction documents for the erection, alteration, demolition and moving of buildings, structures and building service equipment, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code and Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.135 Notices and orders.

The building official shall have the authority to issue all necessary notices or orders to ensure compliance with this code and Chapter 16.05 SMC. Notices and orders shall be as prescribed in Chapter 23.60 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.138 Tagging of buildings.

Following a City of Sammamish issued formal declaration of emergency, the building official shall be authorized to evaluate and provide building safety evaluations. Evaluations shall generally follow standards from the

Applied Technology Council ATC 20, ATC 20-1 or ATC 45 manuals. The procedure shall allow for the tagging of buildings as “Inspected,” “Limited Entry” or “Unsafe” along with associated penalties per SMC 16.20.545 for removal of building tags. Notice and orders pertaining to dangerous buildings and appeal procedures established under adopted building codes shall not apply under official declarations of emergency. This section for tagging of buildings shall also apply for unsafe structures and equipment identified in SMC 16.25.150. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A))

16.20.140 Inspections.

The building division shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise at the applicant’s expense. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.145 Identification.

Building division personnel shall carry proper identification when inspecting structures or premises in the performance of duties under this code and Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.150 Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this code and Chapter 16.05 SMC, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code and Chapter 16.05 SMC which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code and Chapter 16.05 SMC; provided, that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner, the owner’s authorized agent, or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

Where the code official has first obtained a proper inspection warrant or other remedy provided by law to secure entry, an owner, the owner’s authorized agent or occupant or person have charge, care or control of the

building or premises shall not fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the code official for the purpose of inspection and examination pursuant to the applicable construction code. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.155 Department records.

The permit center shall keep official records of applications received, permits and certificates issued, and fees collected. The building official shall keep official records of reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.160 Liability.

The building official or employee charged with the enforcement of this code and Chapter 16.05 SMC, while acting for the City of Sammamish in good faith and without malice in the discharge of the duties required by this code and Chapter 16.05 SMC or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code and Chapter 16.05 SMC shall be defended by legal representative of the City of Sammamish until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code and Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.165 Approved materials and equipment.

Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.170 Used materials and equipment.

The use of used materials and building service equipment which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building

official. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.175 Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of this code and Chapter 16.05 SMC, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or the owner's authorized agent, provided the building official shall first find that special individual reason makes the strict letter of this code and Chapter 16.05 SMC impractical and the modification is in compliance with the intent and purpose of this code and Chapter 16.05 SMC and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department. The building official is authorized to charge an additional fee to evaluate any proposed modification under the provisions of this section. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.180 Alternative materials, design and methods of construction and equipment.

The provisions of this code and Chapter 16.05 SMC are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code and Chapter 16.05 SMC; provided, that any such alternative has been approved by the building official. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code and Chapter 16.05 SMC, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code and Chapter 16.05 SMC in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved. The building official is authorized to charge an additional fee to evaluate any proposed alternate material, design and/or method of construction and equipment under the provisions of this section. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.185 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code and Chapter 16.05 SMC, shall consist of valid research reports from approved sources. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.190 Tests.

Whenever there is insufficient evidence of compliance with the provisions of this code and Chapter 16.05 SMC, or evidence that a material or method does not conform to the requirements of this code and Chapter 16.05 SMC, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the City of Sammamish. Test methods shall be as specified in this code and Chapter 16.05 SMC or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.195 Permits required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any gas, mechanical or plumbing system, the installation of which is regulated by Chapter 16.05 SMC, or to cause any such work to be done, shall first make application to the permit center and obtain the required permit. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.197 Electrical Permits Required.

In accordance with Chapter 19.28 RCW, an electrical permit is required for the following installations:

(1) The installation, alteration, repair, replacement, modification or maintenance of all electrical systems, wire and electrical equipment regardless of voltage.

(2) The installation and/or alteration of low voltage systems defined as:

(a) NEC, Class 1 power limited circuits at 30 volts maximum.

(b) NEC, Class 2 circuits powered by a Class 2 power supply as defined in NEC 725.41(A).

(c) NEC, Class 3 circuits powered by a Class 3 power supply as defined in NEC 725.41(A).

(3) Telecommunications Systems.

(a) Installation of telecommunications systems on the customer side of the network demarcation point for projects greater than 10 telecommunications outlets.

(b) All backbone installations, regardless of size, and all telecommunications cable or equipment installations involving penetrations of fire barriers or passing through hazardous locations require a permit and inspection.

(c) The installation of greater than 10 outlets and the associated cables along any horizontal pathway from a telecommunications closet to work areas during any continuous 90-day period requires a permit and inspection.

(d) Backbone installations in multifamily residential dwellings which require penetration of fire barriers or installation of more than 10 outlets in common areas.

(e) Definitions of telecommunications technical terms shall be as set forth in Chapter 19.28 RCW, EIA/TIA standards, and the Sammamish Electrical Code.

16.20.200 Work exempt from permit.

Exemptions from permit requirements of this code and Chapter 16.05 SMC shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code and Chapter 16.05 SMC or any other laws or ordinances of the City of Sammamish. Permit exemptions for activities outside the footprint of an existing legally established structure shall not apply within critical areas or within the standard shoreline setbacks. Permits shall not be required for the following:

(1) Public Service Agencies or Work in the Public Right-of-Way.

(a) Installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies.

(b) Work located primarily in a public right-of-way, on public utility towers and poles (but no exemption for wireless communications facilities that are not located in a public way) and hydraulic flood control structures.

(2) Building.

(a) IRC accessory structures used as tool and storage sheds, one-story tree-supported play structures, playhouses and similar uses, but not including vehicle storage, provided the floor

area does not exceed 200 square feet and, except one-story tree-supported play structures, the height does not exceed 12 feet from the grade plane to the highest point of the roof.

(b) Fences not over six feet (1,829 mm) high.

(c) Oil derricks.

(d) Retaining walls which are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.

(e) Rockery walls which are not over four feet (1,219 mm) in height measured from finished grade to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.

(f) Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed two to one.

(g) Sidewalks and driveways that are not part of an accessible path of travel.

(h) Decks and associated platforms and steps accessory to buildings which are not more than 30 inches (762 mm) above adjacent grade at any point within 36 inches horizontally to the edge of the open side, are not over any basement or story below and are not part of an accessible path of travel.

(i) Painting, papering, tiling, carpeting, cabinets, countertops, nonstructural wood or vinyl siding, and similar finish work; provided, that existing accessible features are not altered.

(j) In-kind reroofing of one- and two-family dwellings, provided the existing roofing material is not removed or replaced.

(k) Window replacement in IRC structures where no alteration of structural members is required; however, this does not include windows which require safety glass or provide egress under the IRC.

(l) Replacement of nonstructural siding on IRC structures except for exterior insulation finish systems (EIFS) or stucco finish.

(m) Temporary motion picture, television and theater stage sets and scenery.

(n) *Reserved.*

(o) Shade cloth structures constructed for garden, nursery or agricultural purposes and not including service systems.

(p) Swings, slides and other similar playground equipment.

(q) Window awnings supported by an exterior wall of a one- and two-family dwelling or Group R-3 and Group U occupancies, which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.

(r) Nonfixed and movable fixtures, cases, racks, counters and partitions not over five feet nine inches (1,753 mm) in height.

(s) Satellite earth station antennas six and one-half feet (two m) or less in diameter or diagonal in zones other than residential zones.

(t) Satellite earth station antennas three and one-quarter feet (one m) or less in diameter in residential zones.

(u) Video programming service antennas three and one-quarter feet (one m) or less in diameter or diagonal dimension, regardless of zone.

(v) Job shacks that are placed at the job site during construction, for which a permit has been issued, may be allowed on a temporary basis and shall be removed upon final approval of construction. A “job shack” means a portable or temporary structure for which the primary purpose is to house equipment or supplies and which may serve as a temporary office during construction activity. Sales offices are not considered construction related.

(w) Flag and light poles located on private property less than or equal to 20 feet in height.

(3) Electrical.

(a) Portable motors or other portable appliances which are energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle, when that cord or cable is permitted by the National Electrical Code.

(b) Repair or replacement of fixed motors, transformers, or fixed approved appliances or devices rated 50 amps or less and which are like-in-kind and in the same location.

(c) Temporary decorative lighting; when used for a period not to exceed 90 days and removed at the conclusion of the 90-day period.

(d) Repair or replacement of current-carrying parts of any switch, conductor or control device, which are like-in-kind and in the same location.

(e) Repair or replacement of attachment plug(s) and associated receptacle(s) rated 50 amperes or less, which are like-in-kind in the same location.

(f) Repair or replacement of any over current device, which is like-in-kind and in the same location.

(g) Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.

(h) Removal of electrical wiring.

(i) Telecommunication outlet installations within individual dwelling units.

(j) Listed wireless security systems for which power is supplied by a listed Class 2 plug-in transformer and which are installed within dwelling units.

(k) The installation, alteration or repair of electrical wiring, apparatus or equipment or the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence, by a public or private utility in the exercise of its function as a serving utility.

(l) Portable generators serving only cord and plug connected loads supplied through receptacles on the generator.

(m) Travel trailers.

(n) Heat caple repair.

(o) Like-in-kind replacement of one or more of the following: lamps, a single battery smaller than 150-amp hour, contactors, relays, timers, starters, circuit boards, or similar control components, one household appliance, circuit breakers, single-family residential luminaires, a maximum of five snap snap switches, dimmers, receptacle outlets, thermostats. heating elements, luminaire ballasts with an exact same ballast, component(s) of electric signs, outline lighting, skeleton neon tubing when replaced on site by an appropriate electrical contractor and when the sign, outline lighting or skeleton neon tubing electrical system is not modified; one ten horsepower or smaller motor; and induction detection loops that comply with WAC 296-46B-300(2) and are used to control gate access devices.

(p) All wiring for low voltage installations within a one-family dwelling unit or its accessory structure except wired security, fire or smoke alarm systems, provided the power is supplied by a listed Class 2 power supply and none of the wiring penetrates the wall or ceiling between the dwelling unit and an attach garage, or wall separating two dwelling units.

(~~3~~ 4) Mechanical.

(a) Portable heating, cooking, or clothes-drying appliances.

(b) Portable ventilation equipment.

(c) Portable cooling unit.

(d) Steam or hot or chilled water piping within any heating or cooling equipment regulated by this code and Chapter 16.05 SMC.

(e) Replacement of any part which does not alter its approval or make it unsafe.

(f) Portable evaporative cooler.

(g) Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

(h) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.

(~~4~~ 5) Plumbing.

(a) The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe; provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in this code.

(b) The clearing of stoppages.

(c) Reinstallation or replacement of prefabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2009-249 § 1; Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.205 Emergency repairs.

Where equipment replacements and equipment repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the permit center. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.210 Ordinary repairs.

Application or notice to the permit center is not required for ordinary repairs to structures, replacement of lamps, or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.215 Application for permit.

To obtain a permit, the applicant shall first file a complete application as defined by the jurisdiction therefor in writing on a form furnished by the permit center for that purpose. Such application shall:

(1) Identify and describe the work to be covered by the permit for which application is made.

(2) The legal description, or the tax parcel number and the street address if available, that will readily identify and definitely locate the proposed building or work.

(3) The property owner's name, address, and phone number.

(4) The prime contractor's business name, address, phone number, and current state contractor registration number.

(5) Either:

(a) The name, address, and phone number of the office of the lender administering the interim construction financing, if any; or

(b) The name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than 50 percent of the total amount of the construction project.

(6) Indicate the use or occupancy for which the proposed work is intended.

(7) Be accompanied by plans, diagrams, computations and specifications and other information as required in SMC 16.20.255 through 16.20.275.

(8) State the valuation of the proposed work.

(9) Be signed by the applicant, or the applicant's authorized agent.

(10) Give such other data and information as required by the City of Sammamish.

The information required on the building permit application by subsections (2) through (5) of this section shall be set forth on the building permit document which is issued to the owner, and on the inspection record card which shall be posted at the construction site.

If the information required by subsection (5) of this section is not available at the time the application is submitted, the applicant shall so state and the application shall be processed forthwith and the permit issued as if the information had been supplied, and the lack of the information shall not cause the application to be deemed incomplete for the purposes of vesting. However, the applicant shall provide the remaining information as soon as the applicant can reasonably obtain such information. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.220 Action on application.

City staff shall examine or cause to be examined applications for permits and amendments thereto prior to acceptance of the building, electrical, plumbing, mechanical or related permit application. If the application or the construction documents are incomplete or lack sufficient information to demonstrate compliance with applicable codes and standards, the application shall be returned to the applicant stating the reasons therefor. If the City staff is satisfied that the application or construction documents are complete and provide sufficient information to proceed with review, the permit center shall accept the permit application and collect the appropriate submittal fees.

Notwithstanding the language of this or any other provision of this code, no building permit shall be issued until all other project permits related to the project action for which the building permit is sought have been approved and issued, and all related fees, bonds, and approval conditions have been paid and/or satisfied, including but not limited to: SEPA approvals, subdivisions, PUDs, building site plans, conditional use permits, variances, shoreline substantial development permits, critical area alterations permits and frontage improvements.

When a reasonable use exception is required to determine placement of the proposed structure and all appurtenances, the reasonable use exception shall be obtained prior to application for a building permit. If, after the application is submitted, it is determined that the proposed structure must be altered or redesigned in order to comply with land use, fire, or other regulations, the building official is authorized to require the applicant to withdraw said application. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.225 Time limitation of application.

(1) Applications for which no permit is issued within 18 months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with state law by the building official. Permit applications that will expire shall be extended to June 30, 2016, by the building official upon written request by the applicant, subject to the following:

(a) A counter service fee as established by the current fee schedule.

(2) Applications may be canceled for inactivity if an applicant fails to respond to the building official's written request for revisions, corrections, actions or additional information within 90 days of the date of request. The building official may extend the response period beyond 90 days if within the original 90-day time period the

applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the building official.

(3) The building official may extend the life of an application beyond the expiration period established in subsection (1) of this section, if any of the following conditions exist:

(a) Compliance with the State Environmental Policy Act is in progress; or

(b) Any other City review is in progress, provided the applicant has submitted a complete response to City requests for information or corrections; or

(c) The building official determines that unique or unusual circumstances exist that warrant additional time for such response, and the building official determines that the review is proceeding in a timely manner toward the final City decision; or

(d) Litigation against the City or applicant is in progress, the outcome of which may affect the validity or the provisions of any permit issued pursuant to such application. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2009-253 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.230 Validity of permit.

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code and Chapter 16.05 SMC or of any other ordinance of the City of Sammamish. Permits presuming to give authority to violate or cancel the provisions of this code and Chapter 16.05 SMC or other ordinances of the City of Sammamish shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building division from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure wherein violation of this code and Chapter 16.05 SMC or of any other ordinances of the City of Sammamish exist. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.235 Expiration of issued permits.

(1) Every building permit and its associated ancillary permits issued shall expire in two years from the date of issuance. Within two years of the issuance of the permit for an IRC structure, the outside must be complete

including roofing, siding, windows, exterior doors and applicable site and right-of-way improvements. The two years to complete the IRC structure may not be extended.

(2) ~~Sign permits, mechanical, and plumbing permits not associated with a building permit shall expire one year from the date of issuance~~. Signs, Mechanical, plumbing, electrical and other ancillary permits shall expire at the same time as the associated building permit, except that if no associated building permit is issued, the mechanical, plumbing, electrical, and/or other ancillary permit shall expire one year from the date of issuance.

(3) The building official may grant a 30-day extension of time for permits when only the final inspection is remaining and all other work has been approved.

(4) It is a violation of this chapter to allow a permit to expire without first obtaining an approved final inspection.

Exception 1: A new building permit issued for an IRC structure to complete the work covered by a previous, expired permit shall expire in:

(a) One year if the framing inspection was not approved on the previous permit; or

(b) Six months if the framing inspection was approved on the previous permit and the exterior of the structure is not completed per subsection (4)(c) of this section; or

(c) Two years if the outside of the structure is complete including roofing, siding, windows, exterior doors and applicable site and right-of-way improvements.

Exception 2: For permits resulting from work without a permit or other code enforcement action(s), the expiration date will be determined by the building official. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2009-253 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.237 Permit renewals.

An existing building permit may be renewed one time for a fee of one-half the original permit fee, provided the permit has not been expired for more than one year and the framing inspection has been approved. Permit renewals shall expire in:

(1) Six months if the exterior of the structure is not completed per subsection (2) of this section; or

(2) Two years if the outside of the structure is complete including roofing, siding, windows, exterior doors and applicable site and right-of-way improvements. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A))

16.20.240 Suspension or revocation.

The building official is authorized to suspend or revoke a permit issued under the provisions of this code and Chapter 16.05 SMC wherever the permit is issued in error, or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation of the City of Sammamish or any of the provisions of this code and Chapter 16.05 SMC, or if the permitted structure is being constructed in violation of the permit or in violation of any ordinance or regulation of the City of Sammamish or any of the provisions of this code and Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.245 Placement of permit.

The building permit or copy shall be kept on the site of the work until the completion of the project. For access to permit for inspections, see SMC 16.20.475. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.248 Floor and roof design loads.

(1) Live Loads Posted. Where the live load for which each floor or portion thereof of a commercial or industrial building is or has been designed exceeds 50 pounds per square foot (2.40 kN/m^2), such design live load shall be conspicuously posted by the owner in that part of each story in which it applies, using durable signs. It shall be unlawful to remove or deface such notice signs.

(2) Issuance of Certificate of Occupancy. A certificate of occupancy required by SMC 16.20.490 shall not be issued until the floor load signs required by subsection (1) of this section have been installed.

(3) Restrictions on Loading. It shall be unlawful to place, cause or permit to be placed, on any floor or room of a building, structure or portion thereof, a load greater than is permitted by this code. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A))

16.20.250 Construction documents – Submittal.

Construction documents, statements of special inspections, geotechnical reports, structural observation programs, and other data required to be submitted shall be submitted in one or more sets, as determined by the building official, with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the state of Washington. When special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code and Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.255 Information on construction documents.

1. General. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed in the proper orientation and layout as it is to be constructed and show in detail that it will conform to the provisions of this code and Chapter 16.05 SMC and relevant laws, ordinances, rules and regulations, as determined by the building official. Construction documents shall not be altered once submitted except as required by notice of the City reviewer to achieve compliance with applicable codes.

2 (a) Electrical. Electrical plans for the following installations shall be prepared by, or under the direction of, an electrical engineer registered under Chapter 18.43 RCW and Chapters 392-344, 246-320, and 388-97 WAC. All electrical plans must bear the engineer's stamp and signature:

(i) All educational facilities, hospitals, and nursing homes;

(ii) All services or feeders rated 1,600 amperes or larger;

(iii) All installations identified in the National Electrical Code as requiring engineering supervision; and

(iv) As required by the building official for installations which by their nature are complex, hazardous, or pose unique design problems.

(b) Construction Documents. Construction documents shall identify the name and classification of the facility and clearly show the electrical installation or alteration in floor plan view, include all switchboard and panel board schedules, and, when a service or feeder is to be installed or altered, must include a riser diagram, load calculation, fault current calculation, and interrupting rating of equipment.

(c) Penetrations. Construction documents shall indicate where penetrations will be made for electrical systems and shall indicate the materials and methods for maintaining required structural safety, fire-resistance rating, and fire blocking.

(d) Load Calculations. Where an addition or alteration is made to an existing electrical system, an electrical load calculation shall be prepared to determine if the existing electrical service has the capacity to serve the added load.

(e) Site Plan. The construction documents submitted with the application for permit shall be accompanied by a site plan, showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades, and the proposed finished grades. The site plan shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is permitted to waive or modify the requirement for a site plan, where the application for permit is for alteration or repair or where otherwise warranted.

(f) Plan Review Required. Electrical plan review is required for all new or altered electrical projects in the following occupancies and/or installations including but not limited to:

(i) Educational, institutional, or health care facilities/buildings as follows:

(A) Hospitals.

(B) Nursing home units or long-term care units.

(C) Boarding homes.

(D) Assisted living facilities.

(E) Private alcoholism hospitals.

(F) Alcoholism treatment facilities.

(G) Private psychiatric hospitals.

(H) Maternity homes.

(I) Ambulatory surgery facilities.

(J) Renal hemodialysis clinics.

(K) Residential treatment facilities for psychiatrically impaired children and youth.

(L) Adult residential rehabilitation centers.

(M) Educational facilities.

(N) Institutional facilities.

Exceptions: Electrical plan review is not required for the following types of installations in the above educational, institutional, or health care facilities buildings:

1. Lighting-specific projects that result in an electrical load reduction on each feeder involved in the project.

2. Low voltage systems.

3. Modification to existing electrical installations when all of the following conditions are met:

a. Service or distribution equipment involved is rated less than 100 amperes and does not exceed 250 volts;

b. Does not involve emergency systems other than listed unit equipment per NEC 700.12(F);

c. Does not involve branch circuits or feeders of an essential electrical system as defined in NEC 517.2; and

d. Service and feeder load calculations are increased by five percent or less.

4. Stand-alone utility fed services that do not exceed 250 volts, 100 amperes, where the project's distribution system does not include:

a. Emergency systems other than listed unit equipment per NEC 700.12(F);

b. Critical branch circuits or feeders as defined in NEC 517.2; or

c. A required fire pump system.

(ii) Installations in occupancies except one- and two-family dwellings where a service or feeder rated 100 amperes or greater is installed or altered or if more than 100 amperes is added to the service or feeder.

(iii) All work on electrical systems operating at/over 600 volts.

(iv) All commercial generator installations or alterations.

(v) All work in areas classified as hazardous locations by the NEC.

(vi) If 60 percent or more of luminaires change.

(vii) Installations of switches or circuit breakers rated 400 amperes or over except for one- and two-family dwellings.

(viii) Wind-driven generators.

(ix) Solar photovoltaic systems.

(x) Any proposed installation which cannot be adequately described in the application form. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.260 Fire protection system shop drawings.

Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and Chapter 16.05 SMC and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 IBC. Shop drawings shall be prepared by a certified individual as required by the state of Washington. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.265 Means of egress.

The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code and Chapter 16.05 SMC. In other than one- and two- family dwellings and occupancies in Groups R-2 and R-3, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.270 Exterior wall envelope.

Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code and Chapter 16.05 SMC. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described

in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Exception: Subject to the approval of the building official, R-3 one- and two-family dwellings and U occupancies may be exempt from the detailing requirements of this section. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.273 Building enclosure design requirements of Chapter 64.55 RCW.

Building enclosure design documents of new or rehabilitated multifamily buildings that are subject to these regulations shall be submitted at the time of permit application. This section includes buildings containing more than two attached dwelling units and buildings containing nonresidential units if the building also contains more than two attached dwelling units. This section does not apply to hotels, motels, dormitories, care facilities, or floating homes or buildings that contain attached dwelling units that are each located on a single platted lot.

All applications for building construction or rehabilitation shall include design documents prepared and stamped by a Washington State licensed architect or engineer and shall identify the building enclosure (building enclosure documents) including, but not limited to, waterproofing, weatherproofing and/or other protection from water or moisture intrusion, unless a recorded, irrevocable sale prohibition covenant is submitted to and approved by the City.

The City will not issue a permit for construction or rehabilitative construction unless the building enclosure documents contain a stamped statement in substantially the following form:

> The undersigned has provided building enclosure documents that in my professional judgment are appropriate to satisfy the requirements of RCW 64.55.005 through 64.55.090. I acknowledge: (a) that the city building department is not charged with determining whether the building enclosure design documents are adequate or appropriate to satisfy the requirements of RCW 64.55.005 through 64.55.090; and (b) that nothing in RCW 64.55.005 through 64.55.090 requires a building department to review, approve, or disapprove enclosure design documents.

(Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A))

16.20.275 Site plan.

The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size, location, orientation and layout of new construction and existing structures on the site including all roof overhangs, projections, cantilevers and building footprint, distances from lot lines, the established street grades and the proposed finished grades and average grades as required, calculations for building height, and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. Site plans shall also be provided which show width, slope, distance, and surface requirements for emergency vehicle access roads and/or driveways and depict all lots which contain structures served by the access road. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.280 Examination of documents.

The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and Chapter 16.05 SMC and other pertinent laws or ordinances. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.285 Use of consultants.

Whenever review of a building permit application requires retention by the City of Sammamish for professional consulting services, the applicant shall reimburse the City of Sammamish the full cost of such professional consulting services. This fee shall be in addition to the normal plan review and building permit fees. The City of Sammamish may require the applicant to deposit an amount with the City of Sammamish estimated in the discretion of the building official to be sufficient to cover anticipated costs for retaining professional consultant services and to ensure reimbursement for such costs. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.290 Approval of construction documents.

When the permit center issues a permit, the construction documents shall be approved by the building division, in writing or by stamp. One set of construction documents so reviewed shall be retained by the City of Sammamish. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.295 Phased approval.

The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted; provided, that adequate information and detailed statements have been filed complying with pertinent requirements of this code and Chapter 16.05 SMC. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. The permit center is authorized to require that a performance bond be posted with the City in an amount equal to 150 percent of the cost of demolition and removal of the work authorized under a phased approval. The bond shall be refundable upon issuance of a building permit for the complete building or structure and a request in writing for the refund. It shall be the duty of the applicant to request the refund. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.300 Design professional in responsible charge.

When it is required that documents be prepared by a qualified, registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Where structural observation is required by Chapter 17 of the IBC, the statement of special inspections shall name the individual or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur (see also duties specified in Section 1704 IBC). (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.305 Deferred submittals.

For the purposes of this section, "deferred submittals" are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the permit center within a specified period. Deferral of any submittal items shall have the prior approval of the building division. The registered

design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building division. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge, who shall review them and forward them to the permit center with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the building division. The permit center is authorized to charge an additional plan review fee to evaluate deferred submittals under the provisions of this section. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.310 Amended construction documents.

Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be submitted for approval as an amended set of construction documents along with an application for permit revision. Where changes to the approved plan alter the size, shape, height, location or orientation on the property, major components of the structural load path, or exiting requirements, a new permit application shall be submitted and applicable fee paid. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.315 Retention of construction documents.

One set of approved construction documents shall be retained by the City of Sammamish for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.320 Temporary structure – General.

(1) General. The building official is authorized to approve a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

Exception: The building official may authorize unheated tents and yurts under 500 square feet accommodating an R-1 occupancy for recreational use as a temporary structure and allow them to be used indefinitely.

(2) Electrical. If the building official finds that the safety of life and property will not be jeopardized, permits may be issued for temporary electrical installations for use during the construction of buildings or for carnivals, conventions, festivals, fairs, the holding of religious services, temporary lighting of streets, or other approved

uses. Permission to use such temporary installations shall not be granted for a length of time greater than 90 days, except that a permit for a temporary installation to be used for constructing a building may be issued for the period of construction. Where such temporary lighting is over the street area, the proper authorization for such use of the street must first be obtained.

All such temporary installations shall be made in accordance with the requirements of this code; provided, that the building official may permit deviations which will not permit hazards to life or property; and further provided, that whenever such hazards are deemed by the building official to exist, the building official may at once rescind or cancel the permit covering such installation and disconnect, or order the disconnection of, all energy to such equipment. Additional permits may be required under the technical codes or other city codes and regulations, including the Land Division Code.

(3) Plumbing and Mechanical. The building official is authorized to issue a permit for temporary equipment, systems and uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The code official is authorized to grant extensions for demonstrated cause.

(4) Utilities. The code official is authorized to give permission to temporarily supply utilities before an installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the code.(Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.325 Temporary structure – Conformance.

Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code and Chapter 16.05 SMC as necessary to ensure the public health, safety and general welfare. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.330 Temporary structure – Termination of approval.

The building official is authorized to terminate such permit for a temporary structure or use issued under the provisions of this code and Chapter 16.05 SMC wherever the permit is issued in error, or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation of the City of Sammamish or any of the provisions of this code and Chapter 16.05 SMC, or if the permitted structure is being constructed in violation of the permit or in violation of any ordinance or regulation of the City of Sammamish or any of the provisions of this code and Chapter 16.05 SMC and to order the temporary structure or use to be

discontinued. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.335 Payment of fees.

A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.340 Schedule of permit fees.

On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with this code and the fee schedule as established in the City of Sammamish fee resolution. In no case shall the building permit fee be less than the City's hourly inspection fee multiplied by the number of inspections expected to be performed for work authorized by the permit. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.345 Plan review fees.

When submittal documents are required by SMC 16.20.250 through 16.20.310 and Chapter 16.05 SMC, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The permit center may have the option to charge a deposit, in lieu of the full plan review fee, if the full amount is not known at the time. Any plan review deposit shall be applied toward the total plan review fee owed. The actual permit fees and related plan review fee shall be determined upon completion of the plan review and the balance owing shall be paid at the time of permit issuance. The plan review fee shall be a separate fee from the permit fees specified in this section and is in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in SMC 16.20.250 through 16.20.310, an additional plan review fee shall be charged at the rate shown in the fee resolution established by the City of Sammamish. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.350 Building permit valuations.

The applicant for a permit shall provide an estimated building valuation at the time of application. The final determination of value or valuation under any of the provisions of this code and Chapter 16.05 SMC shall be made by the permit center based on building valuation data published by a nationally recognized code organization, and may include a regional modifier from a nationally recognized organization. When a specific

building type or occupancy is not noted in the valuation table, the permit center is authorized to use the classification type noted in the table that most closely resembles the proposed type of building or determine a valuation type independently. (Ord. O2016-409 § 1 (Att. B); Ord. O2014-380 § 1; Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.353 Registered plan program.

An applicant who intends to apply for permits to build a number of single-family structures using the same plans may elect to participate in the “Registered Plan Program.” This program is intended to improve customer service by simplifying the application process and reducing plan review times. This program is also intended to encourage variations in building design to produce aesthetically pleasing, yet diversified, neighborhoods that add to the quality of Sammamish as a unique community.

Options are allowed to be submitted with the initial registering of the basic plan to accommodate a variation of building styles using the basic plan. When plans are submitted under the jurisdiction’s “Registered Plan Program,” a plan review fee shall be paid at the time of application for a registered plan.

The building official may have the option to charge a partial deposit, in lieu of the full plan review fee. All portions of fees paid as a deposit amount shall be applied to the total plan review fees owed. The applicant shall be required to pay the balance of amount owed for the plan review prior to final approval of the registered plan.

Valuations used to compute the permit fees shall include all options submitted with a registered plan. When a registered plan consists of a number of plan options that can produce any number of similar but different buildings, the building official may charge plan review fees based on each different building configuration.

Plan review fees shall be paid for at the time of application for a building permit. The building official may have the option to charge a partial deposit, in lieu of the full plan review fee. All portions of fees paid as a deposit amount shall be applied to the total plan review fees owed. The applicant shall be required to pay the balance of amount owed for the plan review. The plan review fees specified in this subsection are separate fees from the permit fees and are in addition to the permit fees.

Plan orientation: Building construction shall follow the direction, layout and orientation of the plan as approved. Applications to reverse or flip a plan shall only be allowed as an approved option to a registered plan where all drawing floor plans, site plans, sections, elevations and structural drawings reflect the layout of the building to be constructed.

Revisions: Once a plan and associated options are reviewed, approved and registered, changes or revisions to that plan are not permitted unless approved by the building official in accordance with the registered plan program.

Field revision: Once a permit is issued for a registered plan, no revisions will be permitted except for minor field changes. Changes other than minor field changes will be considered major changes and require the permit holder to resubmit those changes as a new submittal and pay the appropriate fee. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1)

16.20.355 Work commencing before permit issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical, fire protection, or plumbing system before obtaining the necessary permits shall be subject to a stop work order and special investigation fee established by the City of Sammamish that shall be in addition to the required permit fees.

When it is determined that construction has taken place that required a permit and construction is at such a stage that structural conformance cannot be visually assured by the City of Sammamish building division, the following will be required:

(1) ~~The building official may require that~~ As determined necessary by the building official the owner shall hire a licensed registered design professional to submit a certified report as to the structural integrity of the structure erected, and the compliance of the structure with applicable construction codes and regulations along with the building permit application. This document (certification) must state any deficiencies and the acceptable (code) corrective action accompany the building permit application and include any deficiencies.

~~(2) The owner must show proof of inspection and permit for cover of electrical wiring from the Department of Labor and Industries Electrical Inspection Division.~~

(~~3~~ 2) As determined necessary by the building official ~~T~~ the owner must secure building, electrical, fire, plumbing and/or mechanical permits as appropriate. Inspection of these items may require removal of construction materials in order to validate that the systems have been installed correctly.

(~~4~~ 3) As determined necessary by the building official ~~T~~ the owner must be able to substantiate and/or show proof if necessary that he/she is in compliance with all other local, state and federal laws pertaining to land use.

(~~5~~ 4) As determined necessary by the building official ~~A~~ a site inspection and life safety inspection must be performed prior to temporary occupancy or use of the building or structure prior to permit issuance and final

inspection. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.360 Related fees.

The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.365 Performance bonds.

Prior to the issuance of a demolition permit, the applicant or agent shall post a $500.00 cash deposit or surety bond to ensure cleanup of the site, which shall be refundable upon final inspection, approval and written request to the permit center from the permit holder.

Exception: Where the demolition permit is issued in conjunction with a building permit for a new structure to be placed in a similar location as building or structure to be demolished. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.370 Refunds.

The permit center may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code and Chapter 16.05 SMC. The permit center may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review is done. No refund shall be made for application or plan review fees where a plan review has been performed and the application is rejected in accordance with SMC 16.20.220. The permit center shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of application. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.375 Inspections – General.

Construction or work for which a permit is required shall be subject to inspection by the building division and other agencies as designated on the inspection card. Such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code and Chapter 16.05 SMC or of other ordinances of

the City of Sammamish. Inspections presuming to give authority to violate or cancel the provisions of this code and Chapter 16.05 SMC or of other ordinances of the City of Sammamish shall not be valid. It shall be the duty of the person(s) who performs the work to make request for inspections and cause the work to remain accessible and exposed for inspection purposes. Neither the building division nor the City of Sammamish shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. Electrical systems and equipment regulated by the Sammamish Electrical Code shall not be connected to the energy source until authorized by the building official. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.380 Preliminary inspections.

Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.385 Manufacturer's installation instructions.

Manufacturer's installation instructions, as required by this code and Chapter 16.05 SMC, shall be available on the job site at the time of inspection. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.390 Required inspections.

The building division, upon notification, shall make the inspections set forth in SMC 16.20.395 through 16.20.465. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.393 Temporary erosion and sediment control inspection.

Temporary erosion and sediment control inspections shall be made after all required silt fencing, construction fencing, straw bales, storm drain catch basin inserts (socks), entrance rocking, and other required elements are in place and prior to commencement of construction and/or clearing the site. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2009-249 § 1)

16.20.395 Footing and foundation inspection.

Footing and foundation inspections shall be made after poles or piers are set, trenches or basement areas are excavated, or excavations for footings are complete, any forms erected, and all required hold-down anchor bolts, hold-down straps, and any required reinforcing steel are in place and supported. The foundation

inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment. Foundation inspections shall also include special requirements for wood foundations, and for any setbacks required from property lines; building setback lines; critical area buffers; and/or the ordinary high water mark on lake properties. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready-mixed in accordance with ASTM C 94 the concrete need not be on the job. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2009-249 § 1; Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.400 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, slab insulation, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.405 Lowest floor elevation certification.

In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in IBC Section 1612.5 or IRC Section R324 shall be submitted to the building division. FEMA flood elevation certificates shall contain an original stamp and signature of the surveyor, licensed by the state of Washington, and shall document the elevation of the lowest floor, including basement, and other information required by the flood elevation certificate. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.410 Exterior wall sheathing inspection.

Exterior wall sheathing shall be inspected after all wall framing is complete and strapping and nailing are properly installed but prior to being covered. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.415 Roof sheathing inspection.

The roof sheathing shall be inspected after all roof framing is complete. No roof coverings shall be installed until inspections are made and approved, and confirmation that the height of the structure is in conformance with the requirements of the development code, SMC Title 21A, and/or shoreline master program. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2009-249 § 1; Ord. O2004-148 § 3)

16.20.420 IMC/IPC/Gas/NEC/IFC rough in inspection.

Rough in mechanical, gas piping, plumbing, ~~electrical,~~ and fire suppression systems shall be inspected when the rough in work is complete and, if required, under test. No connections to primary utilities shall be made until the rough in work is inspected and approved. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.423 Electrical rough in inspection

Rough-in inspection shall be made after the roof, framing, fireblocking and bracing are in place and all wiring and other components to be concealed are complete and prior to covering or concealment, but before fixtures, equipment or appliances are set or installed, and prior to framing inspection. All required equipment grounding conductors installed in concealed cable or flexible conduit systems must be completely installed and made up at the time of the rough-in cover inspection.

16.20.425 Frame inspection.

Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, fire suppression piping, heating wires, pipes and ducts are approved. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.430 Flashing and exterior weather barrier inspection.

Flashing and exterior weather barrier inspections shall be made after flashing and weather barrier materials have been installed, but prior to any of the work being covered. Subject to approval of the building official, an approved special inspection agency may be utilized for these inspections during the course of construction. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.435 Lath inspection and gypsum board inspection.

Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, are in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Subject to approval of the building official, an approved special inspection agency may be utilized for these inspections during the course of construction.

Exception: Gypsum board that is not part of a fire resistance rated assembly or a shear assembly does not require inspection. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.440 Fire-resistant penetrations.

Protection of joints and penetrations in fire resistance rated assemblies shall not be concealed from view until inspected and approved. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.445 Energy efficiency inspection.

(1) Envelope.

(a) Wall Insulation Inspection. To be made after exterior wall weather protection and all wall insulation and air vapor retarder, sheet or film materials are in place, but before any wall covering is placed.

(b) Glazing Inspection. To be made after glazing materials are installed in the building.

(c) Exterior Roofing and Vaulted Ceiling Insulation Inspection. To be made after the installation of the roofing and roof insulation, but before concealment.

(d) Slab/Floor Insulation Inspection. To be made after the installation of the slab/floor insulation, but before concealment.

(e) Attic Insulation Inspection. To be made after the installation of the attic insulation and prior to final inspection approval.

(2) Mechanical.

(a) Mechanical Equipment Efficiency and Economizer Inspection. To be made after all equipment and controls required by this code and Chapter 16.05 SMC are installed and prior to the concealment of such equipment or controls.

(b) Mechanical Pipe and Duct Insulation Inspection. To be made after all pipe, fire suppression piping and duct insulation is in place, but before concealment.

(3) Lighting and Motors.

(a) Lighting Equipment and Controls Inspection. To be made after the installation of all lighting equipment and controls required by this code and Chapter 16.05 SMC, but before concealment of the lighting equipment.

(b) Motor Inspections. To be made after installation of all equipment covered by this code and Chapter 16.05 SMC, but before concealment. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.450 Reinspection.

The building official may require a structure or portions of work to be reinspected. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which the inspection was requested is not complete; or when previous corrections called for are not made; or when there are reoccurring missed items that have previously been identified to the same builder on multiple lots; or when the approved plans and permit are not on site in a conspicuous or pre-approved location; or when the building is not accessible. In instances where reinspection fees have been assessed, no additional inspection of the work shall be provided by the City until the required fees are paid. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.455 Other inspections.

In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and Chapter 16.05 SMC and other laws that are enforced by the building department. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.460 Special inspections.

In addition to the inspections specified above, the building official is authorized to make or require special inspections for any type of work related to the technical codes by an approved agency at no cost to the City of Sammamish.

(1) In accordance with the building enclosure special inspection requirements of Chapter 64.55 RCW, the owner(s) of affected multiunit residential buildings shall provide the City with a building enclosure inspection report prepared by a third-party, independent, and qualified inspector during the course of initial construction and during rehabilitative construction. Note: The City does not verify the qualifications of the inspector or determine whether the building enclosure inspection is adequate or appropriate. The City is prohibited from

issuing a certificate of occupancy for the building until the inspector submits the report to the building department and a signed letter certifying that the building enclosure has been inspected during the course of construction or rehabilitative construction and that the construction is in substantial compliance with the building enclosure design documents.

See SMC 16.20.273, Building enclosure design requirements of Chapter 64.55 RCW, for additional requirements. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.465 Final inspection.

The final inspection shall be made after all work required by the building permit is completed. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.470 Inspection agencies.

The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.475 Inspection requests.

It shall be the duty of the holder of the building permit or their duly authorized agent to notify the City of Sammamish when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code and Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.480 Approval required.

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building division. The building division, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code and Chapter 16.05 SMC. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building division. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.483 Traffic management systems.

Exhibit 1 - Attachment A

(1) The city building official will perform the electrical inspection and acceptance of traffic management systems within its jurisdiction. A traffic management system includes:

(a) Traffic illumination systems;

(b) Traffic signal systems;

(c) Traffic monitoring systems;

(d) The electrical service cabinet and all related components and equipment installed on the load side of the service cabinet supplying electrical power to the traffic management system; and

(e) Signalization system(s) necessary for the operation of a light rail system. A traffic management system can provide signalization for controlling vehicular traffic, pedestrian traffic, or rolling stock.

(2) The city recognizes that traffic signal conductors, pole and bracket cables, signal displays, traffic signal controllers/cabinets, and associated components used in traffic management systems are acceptable for the purpose of meeting the requirements of chapter 19.28 RCW, provided they conform with the following standards or are listed on the Washington State Department of Transportation (WSDOT) qualified products list:

(a) WSDOT/APWA Standard Specifications and Plans;

(b) WSDOT Design Manual;

(c) International Municipal Signal Association (IMSA);

(d) National Electrical Manufacturer's Association (NEMA);

(e) Federal Standards 170/Controller Cabinets;

(f) Manual for Uniform Road, Bridge, and Municipal Construction;

(g) Institute of Transportation Engineers (ITE); or

(h) Manual of Uniform Traffic Control Devices (MUTCD).

(3) Associated induction detection loop or similar circuits will be accepted by the city without inspection.

(4) For the licensing requirements of Chapter 19.28 RCW, jurisdictions will be considered owners of traffic management systems when doing electrical work for another jurisdiction(s) under a valid interlocal agreement, as permitted by Chapter 39.34 RCW. Interlocal agreements for traffic management systems must be filed with the city prior to work being performed for this provision to apply.

(5) Jurisdictions with an established electrical inspection authority and WSDOT may perform electrical inspection on their rights-of-way for each other by interlocal agreement. They may not perform electrical inspection on other rights-of-way except as allowed in Chapter 19.28 or 39.34 RCW.

(6) Underground Installations.

(a) In other than open trenching, raceways will be considered “fished” according to the NEC and do not require visual inspection.

(b) The city will conduct inspections in open trenching within its jurisdiction upon request.

(7) Identification of Traffic Management System Components. Local government jurisdictions or WSDOT may act as the certifying authority for the safety evaluation of all components.

(a) An electrical service cabinet must contain only listed components. The electrical service cabinet enclosure is not required to be listed but will conform to the standards in subsection (8) of this section.

(b) The local government jurisdiction must identify, as acceptable, the controller cabinet or system component(s) with an identification plate. The identification plate must be located inside the cabinet and may be attached with adhesive.

(8) Conductors of Different Circuits in Same Cable, Enclosure, or Raceway. All traffic management system circuits will be permitted to occupy the same cable, enclosure, or raceway without regard to voltage characteristics, provided all conductors are insulated for the maximum voltage of any conductor in the cable, enclosure, or raceway.

16.20.485 Certificate of occupancy – Use and occupancy.

No building or structure shall be used or occupied and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the City has issued a certificate of occupancy therefor as provided herein.

Exceptions:

(1) Residential accessory buildings or structures.

(2) Work exempt from permits per SMC 16.20.200.

Structures approved under the provisions of the International Residential Code may be issued a certificate of occupancy in the form of a signed-off permit inspection card.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code and Chapter 16.05 SMC or of other ordinances of the City of Sammamish. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.490 Certificate of occupancy issued.

After the building division inspects the building or structure and finds no violations of the provisions of this code and Chapter 16.05 SMC or other laws that are enforced by the department of building safety, the City of Sammamish shall issue a certificate of occupancy.

Structures approved under the International Residential Code may be issued a certificate of occupancy in the form of a “final inspection” approval signature on the permit inspection card.

For all other structures requiring a certificate of occupancy, the certificate of occupancy shall contain the following information:

(1) The building permit number.

(2) The address of the structure.

(3) The name and address of the owner.

(4) A description of that portion of the structure for which the certificate is issued.

(5) A statement that the described portion of the structure has been inspected for compliance with the requirements of this code and Chapter 16.05 SMC for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

(6) The name of the building official.

(7) The edition of the code under which the permit was issued.

(8) The use and occupancy, in accordance with the provisions of Chapter 3 of the International Building Code or International Residential Code as applicable.

(9) The type of construction as defined in Chapter 6 of the International Building Code or International Residential Code as applicable.

(10) The design occupant load.

(11) If an automatic sprinkler system is provided, and whether the sprinkler system is required.

(12) Any special stipulations and conditions of the building permit. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.495 Temporary or phased occupancy.

The building official is authorized to issue a temporary or phased certificate of occupancy before the completion of the entire work covered by the permit; provided, that such portion or portions shall be occupied safely. The building official is authorized to require, in addition to the completion of life safety building components, completion of any or all accessibility components prior to issuance of a temporary or phased certificate of occupancy. The building official shall set a time period during which the temporary or phased certificate of occupancy is valid. The building official is authorized to require that a performance bond be posted with the City in an amount equal to 150 percent of the incomplete work as determined by the design professional. The bond shall be refundable upon inspection, final approval and a request in writing for the refund. It shall be the duty of the applicant to request the refund. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.500 Revocation of certificate of occupancy.

The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code and Chapter 16.05 SMC wherever the certificate is issued in error, or on the basis of incorrect information provided by the owner or owner's representatives, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code and Chapter 16.05 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.505 Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code and Chapter 16.05 SMC for which a permit is required, until released by the building official. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.510 Temporary connection of service utilities.

The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.515 Authority to disconnect service utilities.

The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and Chapter 16.05 SMC and the codes referenced in case of emergency where necessary to eliminate an immediate hazard to life or property, or when such utility connection has been made without the required approval. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system, of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.520 Appeals – General.

(1) Appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of this code and Chapter 16.05 SMC shall be heard and decided by the hearing examiner following an open record hearing. Following review of the evidence, the examiner shall issue final decisions, including findings and conclusions, based on the issues and evidence in the record.

(2) The hearing examiner's final decision shall be the final decision of the City council on the appeal and shall be conclusive unless proceedings for review of the decision are properly commenced in superior court within the time period specified by state law. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.525 Appeals – Limitations on authority.

An application for appeal shall be based on a claim that the true intent of this code and Chapter 16.05 SMC or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code and Chapter

16.05 SMC do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority relative to interpretation of the administrative provisions of this code and Chapter 16.05 SMC, nor shall the hearing examiner be empowered to waive requirements of either this code and Chapter 16.05 SMC or the technical codes which are the codes, appendices and referenced code standards adopted by the City of Sammamish. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.530 Unlawful acts.

It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, and Chapters 16.05 and 16.25 SMC, or cause same to be done, in conflict with or in violation of any of the provisions of this code, and Chapters 16.05 and 16.25 SMC. Unlawful acts shall be considered a “civil code violation” as defined in SMC 23.150.010. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.535 Notice of violation.

The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code and Chapter 16.05 SMC, or in violation of a permit or certificate issued under the provisions of this code and Chapter 16.05 SMC. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.540 Prosecution of violation.

If the notice of violation is not complied with in the time prescribed by such notice, the building official is authorized to request the legal counsel of the City of Sammamish to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code and Chapter 16.05 SMC or of the order or direction made pursuant thereto. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 3)

16.20.545 Violation – Penalties.

Any person who violates a provision of this code and Chapter 16.05 SMC or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the

approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code and Chapter 16.05 SMC, shall be subject to penalties as prescribed in SMC Title 23, code enforcement. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.550 Stop work order – Authority.

Whenever the building official finds any work being performed in a manner either contrary to the provisions of this code and Chapter 16.05 SMC or other pertinent laws or ordinances implemented through the enforcement of this code and Chapter 16.05 SMC, the building official is authorized to issue a stop work order. Issuance of a notice of violation, infraction or notice and order is not a condition precedent to the issuance of the stop work order. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.555 Stop work order – Issuance.

The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume. Service of the stop work order shall be in accordance with Chapter 23.90 SMC. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.560 Stop work order – Effect.

(1) The building official is authorized to assess a special investigation fee for the issuance of a stop work order when work has started without the issuance of a permit.

(2) A stop work order represents a determination that a civil code violation has occurred and that any work or activity that is causing or contributing to the violation on the property where the violation has occurred or is occurring must cease.

(3) A stop work order requires the immediate cessation of the specified work or activity on the named property. Work or activity may not resume unless specifically authorized by the building official or designee.

(4) A stop work order may be appealed to the City of Sammamish hearing examiner according to the procedures prescribed by Chapter 23.110 SMC.

(5) Failure to appeal the stop work order within the applicable time limits renders the stop work order a final determination that the civil code violation occurred and that work was properly ordered to cease.

(6) Failure to comply with the terms of a stop work order subjects the person responsible for code compliance to civil penalties and costs. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.565 Stop work order – Remedy – Civil penalties.

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(1) In addition to any other judicial or administrative remedy, the building official or designee may assess civil penalties for the violation of any stop work order as set forth in the civil penalty schedule contained in Chapter 23.100 SMC.

(2) Civil penalties for the violation of any stop work order shall begin to accrue on the first day the stop work order is violated and shall cease on the day the work is actually stopped.

(3) Violation of a stop work order shall be a separate violation from any other civil code violation. Civil penalties assessed create a joint and several personal obligation in all persons responsible for code violation. The City of Sammamish may collect the civil penalties assessed by any appropriate legal means.

(4) In addition to all other remedies, a lien for the value of the civil penalties imposed may be filed against the real property that is subject to compliance with the City of Sammamish building code. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.570 Unsafe structures and equipment.

Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. A vacant structure that is not secured against entry or that has been abandoned for more than one year, or the applicant or owner fails to request the appropriate inspections, shall be deemed unsafe.

Where a structure has been deemed unsafe, the building official or designee shall first issue a notice of violation as prescribed in SMC 16.20.535. The notice of violation shall include a statement requiring the unsafe structure or equipment be taken down and removed or made safe, as the building official deems necessary and as provided for in Chapter 16.25 SMC, Sammamish Building and Property Maintenance Code. (Ord. O2016-409 § 1 (Att. B); Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 3)

Chapter 16.25
SAMMAMISH BUILDING AND PROPERTY MAINTENANCE CODE

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16.25.010 Short title.

These regulations shall be known as the City of Sammamish Building and Property Maintenance Code, hereinafter referred to as “this code.” (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.015 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and shall constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises; and for administration, enforcement and penalties. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.020 Intent.

This code is intended to ensure public health, safety and welfare regarding the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to and change of occupancy in existing buildings shall comply with this title, SMC Titles 21A and 21B and SMC 46.30.090. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.025 Severability.

If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.030 Applicability.

The provisions of this code shall apply to all matters affecting or relating to structures and premises, as set forth in this chapter. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.035 Maintenance.

Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and premises. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.040 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Sammamish Municipal Code. Nothing in this code shall be construed to cancel, modify or set aside any other provisions of the Sammamish Municipal Code. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.045 Existing remedies.

The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.050 Workmanship.

Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.055 Historic buildings.

The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings as defined in the International Existing Building Code when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.060 Referenced codes and standards.

The codes and standards referenced in this code shall be considered part of the requirements of this code when specifically adopted by the City of Sammamish. Where differences occur between provisions of this code and the referenced standards, the provisions of the referenced codes and standards shall apply. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.065 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.070 Duties and powers of the code official.

(1) The code official shall enforce the provisions of this code.

(2) The code official shall be appointed by the chief appointing authority of the jurisdiction, and the code official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.

(3) In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees.

(4) The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties.

Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of property maintenance inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

(5) The code official shall have authority as necessary in the interest of public health, safety and general welfare to adopt and promulgate rules and procedures; to interpret and implement the provisions of this code; to secure the intent thereof; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this code, or of violating accepted engineering methods involving public safety.

(6) The code official is authorized to make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

(7) An initial enforcement determination shall be undertaken regarding buildings or properties whenever the code official has reason to believe that a violation of this code exists, or a complaint is filed with the department by any person; provided, that where complaints have been filed by tenants, the tenant shall first exhaust all

remedies provided through the Washington State Landlord Tenant Act, unless circumstances exist that give evidence of an immediate life safety or health condition that warrants an immediate response by the department.

(8) The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

(9) The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records as required by state law. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.075 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as per City of Sammamish fee resolution. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.080 Modifications.

Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.085 Alternative materials, methods and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code; provided, that any such alternative has been approved and complies with all other codes adopted by the City of Sammamish. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.090 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the City. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.095 Test methods.

Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved agency. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.100 Test reports.

Reports of tests shall be retained by the code official for the period required for retention of public records. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.105 Material and equipment reuse.

Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.110 Violations.

Any person, firm, corporation or organization violating any of the provisions of this chapter shall be subject to the provisions of SMC Title 23, code enforcement. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.145 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for

making the corrections or repairs required by such compliance order or notice of violation. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.150 Unsafe structures and equipment.

(1) General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, or is found to be a dangerous building, the code official is authorized to condemn the structure pursuant to the provisions of this code.

(2) Unsafe Structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation that partial or complete collapse is possible.

(3) Unsafe Equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

(4) Structure Unfit for Human Occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary or vermin- or rat-infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public, or is declared a dangerous building.

(5) Unlawful Structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or which was erected, altered or occupied contrary to law.

(6) Dangerous Building. For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building; provided, that such conditions or defects exist to the extent that the life, health, property or safety of the public or occupants is endangered:

(a) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged to provide safe and adequate means of exit in case of fire and panic.

(b) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, or torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

(c) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one-half times the working stress or stress allowed in the adopted construction codes for new buildings of similar structure, purpose or location.

(d) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the adopted construction codes for new buildings of similar structure, purpose or location.

(e) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(f) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof, is not of sufficient strength or stability, or is not so anchored, attached or fastened in place, so as to be capable of resisting a wind pressure of one-half of that specified in the adopted construction codes for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the adopted construction codes for such buildings.

(g) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

(h) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration or decay; faulty construction; the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse.

(i) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(j) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall within one-third of the base.

(k) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(l) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children; a harbor for vagrants, criminals or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(m) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the regulations of this jurisdiction as specified in the Sammamish Municipal Code relating to the condition and/or location of structures and buildings.

(n) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(o) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.155 Closing of vacant structures.

(1) If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified

in the order, the code official is authorized to cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

(2) To secure a building all doors, window openings or other openings on floors accessible from grade shall be closed and locked, or shuttered to prevent casual entry. If openings are damaged so they cannot be secured using normal building amenities, they shall be secured by covering with seven-sixteenths-inch minimum thickness structural panel sheathing cut to fit over the building opening and secured with No. 10 wood screws with fender washers. The screws shall penetrate the wood framing by a minimum of one and one-quarter inches and the screws shall be spaced around the perimeter of the opening at no more than 12 inches on center. The exterior structural panel sheathing shall be painted to match the house.

(3) The code official is authorized to require additional securing measures as deemed necessary. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 4)

16.25.160 Notice.

Whenever the code official has determined that a structure or equipment is unsafe under the provisions of this chapter, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with SMC 16.25.165. If the notice pertains to equipment, it shall also be placed on the unsafe equipment. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 4)

16.25.165 Placarding.

Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official is authorized to post on the premises or on defective equipment a placard bearing the words “UNSAFE – DO NOT ENTER OR OCCUPY” and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 4)

16.25.170 Placard removal.

The code official is authorized to remove the “UNSAFE – DO NOT ENTER OR OCCUPY” placard whenever the defect or defects upon which the placarding actions were based have been eliminated. Any person who defaces or removes a placard without the approval of the code official shall be subject to the penalties provided

by this code. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 4)

16.25.175 Prohibited occupancy.

Any occupied structure placarded by the code official is authorized to be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment, shall be liable for the penalties provided by this code. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 4)

16.25.180 Emergency measures.

(1) Imminent Danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official is authorized to cause to be posted at each entrance to such structure a notice reading as follows: “This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official.” It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

(2) Temporary Safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official is authorized to order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and is authorized to cause such other action to be taken as the code official deems necessary to meet such emergency.

(3) Closing Streets. When necessary for public safety, the code official is authorized to temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

(4) Emergency Repairs. For the purposes of this section, the code official is authorized to employ the necessary labor and materials to perform the required work as expeditiously as possible.

(5) Costs of Emergency Repairs. Costs incurred in the performance of emergency work may be paid by the jurisdiction. The legal counsel of the jurisdiction is authorized to institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

(6) Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code. For provisions related to appeals, see Chapters 20.10 and 23.110 SMC. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.185 Demolition.

(1) General. The code official shall have the authority to order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

(2) Notices and Orders. All notices and orders shall comply with SMC Title 23, code enforcement.

(3) Failure to Comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall have the authority to cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

(4) Salvage Materials. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.190 Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine gender and the feminine the masculine; the singular number includes the plural and the plural, the singular.

Where terms are not defined in this code and are defined in the Sammamish Municipal Code and those codes adopted under the Sammamish Municipal Code, such terms shall have the meanings ascribed to them as in those codes.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

“Approved” means approved by the code official.

“Basement” means that portion of a building which is partly or completely below grade.

“Bathroom” means a room containing plumbing fixtures including a bathtub or shower.

“Bedroom” means any room or space used or intended to be used for sleeping purposes.

“Code official” means the official who is charged with the administration and enforcement of this code, or any duly authorized representative.

“Condemn” means to adjudge unfit for occupancy.

“Dwelling unit” means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

“Easement” means that portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lot or lots.

“Exterior property” means the open space on the premises and on adjoining property under the control of owners or operators of such premises.

“Extermination” means the control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, or trapping or by any other approved pest elimination methods.

“Garbage” means the animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

“Guard” means a building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

“Habitable space” means a space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

“Housekeeping unit” means a room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

“Imminent danger” means a condition which could cause serious or life-threatening injury or death at any time.

“Infestation” means the presence, within or contiguous to a structure or premises, of insects, rats, vermin or other pests.

“Inoperable motor vehicle” means a vehicle which cannot be driven upon the public streets for reasons including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

“Labeled” means devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

“Let for occupancy” or “let” means to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof,

pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

“Occupancy” means the purpose for which a building or portion thereof is utilized or occupied.

“Occupant” means any individual living or sleeping in a building, or having possession of a space within a building.

“Openable area” means that part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

“Operator” means any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

“Owner” means any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

“Person” means an individual, corporation, partnership or any other group acting as a unit.

“Premises” means a lot, plot or parcel of land, easement or public way, including any structures thereon.

“Public way” means any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

“Rooming house” means a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

“Rooming unit” means any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

“Rubbish” means combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials.

“Sleeping unit” means a room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not for both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

“Strict liability offense” means an offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

“Structure” means that which is built or constructed or a portion thereof.

“Tenant” means a person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

“Toilet room” means a room containing a water closet or urinal but not a bathtub or shower.

“Ventilation” means the natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

“Workmanlike” means executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

“Yard” means an open space on the same lot with a structure. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2007-214 § 1; Ord. O2004-148 § 4)

16.25.195 General requirements.

(1) Scope. The provisions of this chapter and SMC Title 8 shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

(2) Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

(3) Vacant Structures and Land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or

adversely affect the public health or safety. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.200 Exterior property areas.

(1) Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition in accordance with this code and the provisions of SMC 23.30.010. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

(2) Grading and Drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

(3) Sidewalks and Driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

(4) Rodent Harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

(5) Exhaust Vents. Clearances to property lines and openings into a building prescribed in the codes applicable to the installation of pipes, ducts, conductors, fans or blowers shall be maintained.

(6) Accessory Structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

(7) Defacement of Property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.205 Swimming pools, spas, and hot tubs.

(1) Swimming Pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

(2) Enclosures. Private swimming pools, hot tubs and spas containing water more than 36 inches (915 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1,219 mm) in height above the

finished ground level measured on the side of the barrier away from the pool. Openings in the fence or barrier shall not allow the passage of a four-inch-diameter sphere. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1,372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.210 Exterior structure.

(1) General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

(2) Protective Treatment. All exterior surfaces, including, but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(3) Premises Identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of four inches (102 mm) high with a minimum stroke width of one-half inch (12.7 mm).

(4) Structural Members. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

(5) Foundation Walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

(6) Exterior Walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface-coated where required to prevent deterioration.

(7) Roofs and Drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

(8) Decorative Features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

(9) Overhang Extensions. All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(10) Stairways, Decks, Porches and Balconies. Every exterior stairway, deck, porch, balcony, and all appurtenances attached thereto shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

(11) Chimneys and Towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(12) Handrails and Guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

(13) Window, Skylight and Door Frames. Every window, skylight, and door frame shall be kept in sound condition, good repair and weather tight.

(a) Glazing. All glazing materials shall be maintained free from cracks and holes.

(b) Openable Windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

(c) Doors. All exterior doors, door assemblies, operator systems if provided and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with SMC 16.25.280(1)(c).

(14) Building Security. Doors, windows or hatchways for dwelling units, rooming units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.215 Interior structure.

(1) General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

(2) Structural Members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

(3) Interior Surfaces. All interior surfaces shall be maintained in a sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, mold and other defective surface conditions shall be corrected.

(4) Stairs and Walking Surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

(5) Handrails and Guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

(6) Interior Doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.220 Handrails and guards.

Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1,067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.225 Rubbish and garbage.

(1) Accumulation of Rubbish or Garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

(2) Disposal of Rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

(a) Rubbish Storage Facilities. The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

(b) Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises and are defined as an attractive nuisance.

(3) Disposal of Garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers maintained for regular collection.

(a) Garbage Facilities. The owner of every dwelling shall supply an approved leakproof, covered, outside garbage container.

(b) Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

(c) Recyclable Materials and Solid Waste Storage. Space required by WAC 51-50-009 for the storage of recycled materials and solid waste shall be maintained to meet the needs of the occupancy, efficiency of pickup, and shall be available to occupants and haulers. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.230 Extermination.

(1) Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

(2) Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

(3) Single Occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.

(4) Multiple Occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.

(5) Occupant. The occupant of any structure shall be responsible for the continued rodent- and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.235 Light and ventilation.

The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any structures that do not comply with the requirements of this chapter.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with this title and locally adopted amendments shall be permitted.

(1) Natural Light. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be eight percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than three feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least eight percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m^2). The exterior glazing area shall be based on the total floor area being served.

(2) The glazed areas need not be installed in rooms where an emergency rescue and escape opening is not required and artificial light is provided capable of producing an average illumination of six footcandles (65 lux) over the area of the room at a height of 30 inches (762 mm) above the floor level.

(3) Common Halls and Stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m^2) of floor area or equivalent illumination; provided, that the spacing between lights shall not be greater than 30 feet (9,144 mm). In other than residential occupancies, means of egress, including exterior means of egress and stairways, shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of one footcandle (11 lux) at floors, landings and treads.

(4) Other Spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

(5) Ventilation. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in subsection (1) of this section.

Exceptions:

(a) Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least eight percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m^2). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

(b) The glazed areas need not be openable where an emergency rescue and escape opening is not required and an approved mechanical ventilation system capable of producing 0.35 air change per hour in the room is installed or a whole-house mechanical ventilation system is installed capable of supplying outdoor ventilation air of 15 cubic feet per minute (cfm) (78 L/s) per occupant computed on the basis of two occupants for the first bedroom and one occupant for each additional bedroom.

(6) Bathrooms and Toilet Rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by subsection (5) of this section, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

(7) Cooking Facilities. Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in a rooming unit or dormitory unit.

Exception: Where specifically approved in writing by the code official.

(8) Process Ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

(9) Clothes Dryer Exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted in accordance with the manufacturer's instructions. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.240 Occupancy limitations.

(1) Privacy. Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

(2) Minimum Room Widths. A habitable room, other than a kitchen, shall not be less than seven feet (2,134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than three feet (914 mm) between counter fronts and appliances or counter fronts and walls.

(3) Minimum Ceiling Heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than seven feet (2,134 mm).

Exceptions:

(a) In one- and two-family dwellings, beams or girders spaced not less than four feet (1,219 mm) on center and projecting not more than six inches (152 mm) below the required ceiling height.

(b) Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than six feet eight inches (2,033 mm) with not less than six feet four inches (1,932 mm) of clear height under beams, girders, ducts and similar obstructions.

(c) Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least seven feet (2,134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five feet (1,524 mm) or more shall be included.

(4) Bedroom Requirements. Every bedroom shall comply with the following requirements:

(a) Area for Sleeping Purposes. Every bedroom shall contain at least 70 square feet (6.5 m^2) of floor area.

(b) Water Closet Accessibility. In other than Group R-3 occupancies (single-family residence), every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom and shall have access to at least one water closet and lavatory located on the same story as the bedroom.

(c) Prohibited Occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

(d) Other Requirements. Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water heating facilities requirements of SMC 16.25.245 through 16.25.260; the heating facilities and electrical receptacle requirements of SMC 16.25.270; and the smoke alarm and emergency escape requirements of SMC 16.25.280.

(5) Food Preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.245 Plumbing facilities and fixture requirements.

The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided in existing structures. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises which does not comply with the requirements of this chapter or the provisions of this title and SMC 46.30.090.

(1) Number and Type of Fixtures. Plumbing fixtures shall be provided and maintained in the quantity and location as required under the building and plumbing codes in existence at the time the occupancy was first approved by the jurisdiction unless subsequently approved to be relocated or removed under an approved permit.

(2) Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

(3) Location. Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

(4) Location of Employee Toilet Facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees'

working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

(5) Floor Surface. In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.250 Plumbing systems and fixtures.

All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. Plumbing fixtures shall have adequate clearances for usage and cleaning.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross-connection, back siphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.255 Water system.

(1) General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with this title and SMC 46.30.090.

(2) Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

(3) Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

(4) Water Heating Facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110 degrees Fahrenheit (43 degrees Celsius). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, except where allowed by this title and SMC 46.30.090. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.260 Sanitary drainage system.

All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.265 Storm drainage.

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall be discharged in a manner consistent with the Sammamish Municipal Code and shall not be discharged in a manner that creates a public nuisance. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.270 Mechanical and electrical requirements.

The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this chapter.

(1) Heating Facilities Required. Heating facilities shall be provided in structures as follows:

(a) Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms and toilet rooms.

(b) Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms, and toilet rooms.

(c) Occupiable Work Spaces. Indoor occupiable work spaces shall be supplied with heat to maintain a temperature of not less than 65 degrees Fahrenheit (18 degrees Celsius) during the period the spaces are occupied.

Exceptions:

(i) Processing, storage and operation areas that require cooling or special temperature conditions.

(ii) Areas in which persons are primarily engaged in vigorous physical activities.

(d) Room Temperature Measurement. The required room temperatures shall be measured three feet (914 mm) above the floor near the center of the room and two feet (610 mm) inward from the center of each exterior wall.

(2) Mechanical Appliances. All mechanical appliances, fireplaces, solid fuel burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

(a) Removal of Combustion Products. All fuel burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel burning equipment and appliances which are labeled for unvented operation.

(b) Clearances. All required clearances to combustible materials shall be maintained.

(c) Safety Controls. All safety controls for fuel burning equipment shall be maintained in effective operation.

(d) Combustion Air. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel burning equipment shall be provided for the fuel burning equipment.

(e) Energy Conservation Devices. Devices intended to reduce fuel consumption by attachment to a fuel burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom shall not be installed unless labeled for such purpose and the installation is specifically approved.

(f) Duct Systems. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

(3) Electrical Facilities. Every occupied building shall be provided with an electrical system in compliance with the following requirements:

(a) Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 16.05 SMC. ~~the State Electrical Code as administered by Washington State Department of Labor and Industries.~~ Existing dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating as required by the Electrical Code in effect at the time of construction but in no case shall the service rating be less than 60 amperes.

(b) Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

(c) Abatement of Electrical Hazards Associated with Water Exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water. Electrical equipment and wiring that have been submerged or exposed to water shall comply with the provisions of this title.

(d) Abatement of Electrical Hazards Associated with Fire Exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire shall be replaced in accordance with the provisions of Chapter 16.05 SMC.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

(~~c~~ e) Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner. ~~in accordance with the State Electrical Code~~.

(~~d~~ f) Receptacles. Every habitable space in a dwelling shall contain receptacle outlets as required by the ~~State~~ Electrical Code in effect at the time of installation or construction. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter ~~as required by the State Electrical Code~~. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

(~~e~~ g) ~~Lighting Fixtures~~ Luminaires. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminare. ~~lighting fixtures as required by this title, SMC 46.30.090 and the State Electrical Code.~~

(f) Wiring. Flexible cords and extension cords shall not be used for permanent wiring. Flexible cords and extension cords shall not extend from one room to another, be placed across a doorway, extend through a wall or partition, or run through cabinets, or concealed within walls, floors, or ceilings, or be used in any area where such cord may be subject to physical damage.

(Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.275 Elevators, escalators and dumbwaiters.

Elevators, dumbwaiters and escalators shall be maintained to sustain safely all imposed loads, to operate properly, and to be free from physical and fire hazards. The most current certificate of inspection shall be on

display at all times within the elevator or attached to the escalator or dumbwaiter; or the certificate shall be available for public inspection in the office of the building operator, or as required by state law.

In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

16.25.280 Fire safety requirements.

The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that does not comply with the requirements of this chapter.

(1) Means of Egress.

(a) General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with this title and SMC 46.30.090.

(b) Aisles. The required width of aisles in accordance with this title and SMC 46.30.090 shall be unobstructed.

(c) Locked Doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by this title and SMC 46.30.090.

(d) Emergency Escape Openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following: Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools; bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall

be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

(2) Fire Resistance Ratings.

(a) Fire Resistance Rated Assemblies. The required fire resistance rating of fire resistance rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

(b) Opening Protective. Required opening protective shall be maintained in an operative condition. All fire and smoke stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

(3) Fire Protection Systems.

(a) General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with this title and SMC 46.30.090.

(b) Smoke Alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3 and R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load, at all of the following locations:

(i) On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.

(ii) In each room used for sleeping purposes.

(iii) In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level; provided, that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with this title and SMC 46.30.090.

(4) Power Source. In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring; provided, that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery-operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

(5) Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in Groups R-2, R-3 and R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

(a) Interconnection is not required in buildings which are not undergoing alterations, repairs, or construction of any kind.

(b) Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes. (Ord. O2013-345 § 1 (Att. A); Ord. O2010-283 § 1 (Att. A); Ord. O2004-148 § 4)

Exhibit 1 - Attachment A

City Council Agenda Bill

Meeting Date: May 16, 2017 Date Submitted: May 10, 2017

Originating Department: Public Works

Clearances:

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

Subject: 212th Way SE Improvements – Bid Award

Action Required: Authorize the City Manager to award and execute a contract with the lowest responsible bidder for construction of the 212th Way SE Improvement Project

Exhibits:
1. Bid Summary (to be provided at May 16 Council Meeting)
2. Vicinity Map

Budget: $9,000,000 has been budgeted for this project.

Summary Statement:
The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the lowest responsive and responsible bidder for construction of the 212th Way SE Improvement project. Bids are scheduled to be opened on May 12, 2017, which is after the submittal date of this agenda bill. Therefore, bid results are not yet available. Once bids are received, staff will conduct due diligence for selecting the lowest responsive and responsible bidder prior to recommending award to the City Manager. The award recommendation will be announced at the May 16 City Council meeting.

Background:
212th Way SE (commonly referred to as Snake Hill Road) is one of the three main southern routes used to access the plateau. The original road was constructed poorly, with an inadequately compacted roadway base. Past engineering analyses of the roadway determined that catastrophic failure of the road is unlikely. However, the road embankment will continue to shift and slide, gradually requiring re-occurring maintenance of the pavement, roadside ditches and guardrail until the loosely compacted soils can be replaced or stabilized.

In June of 2014, the City initiated a contract with Gray and Osborne to develop a conceptual plan and cost estimate for stabilizing the roadway. In December of 2014, staff began working with Gray and Osborne to develop complete final plans, specifications and a construction estimate.
Staff recently observed new cracks in the road that led the City Engineer to order a temporary road closure on April 5, 2017. The road was then reopened on April 13, 2017, with a single lane restriction,

with signalized control around the hazardous section. The road was closed again to all traffic on May 11, 2017 and will remain closed until substantial construction completion, which is expected September/October of this year.

Financial Impact:
The total cost estimate of the project is $9,000,000 (includes 2015-16 carryforwards) and is funded through the Transportation and Surface Water Capital Improvement Funds.

Project Funding:	
2017-18 TIP	$5,693,000
2017-18 Surface Water CIP	$2,170,000
2015-16 TIP (anticipated carryforward)	$ 1,000,000
Total Project Funds:	**$8,863,000**

[1] Includes 10% construction contingency

Remaining Project Costs:	
Construction Estimate[1]	$7,835,000
Construction Engineering Estimate	$ 855,000
2017 Engineering and Land Costs	$ 99,000
Total Estimated Remaining Project Costs:	**$8,789,000**

Recommended Motion:
Move to authorize the City Manager to award and execute a contract with _____ (contractor to be named at the May 16 City Council Meeting) for construction of the 212th Way SE Improvement project in an amount of $_____ (amount to be stated at the May 16 City Council Meeting) and to administer a 10% project construction contingency.

Exhibit 1

212th Way Bid Summary
to be provided
at the
May 16 Regular Meeting

Exhibit 1

Exhibit 2

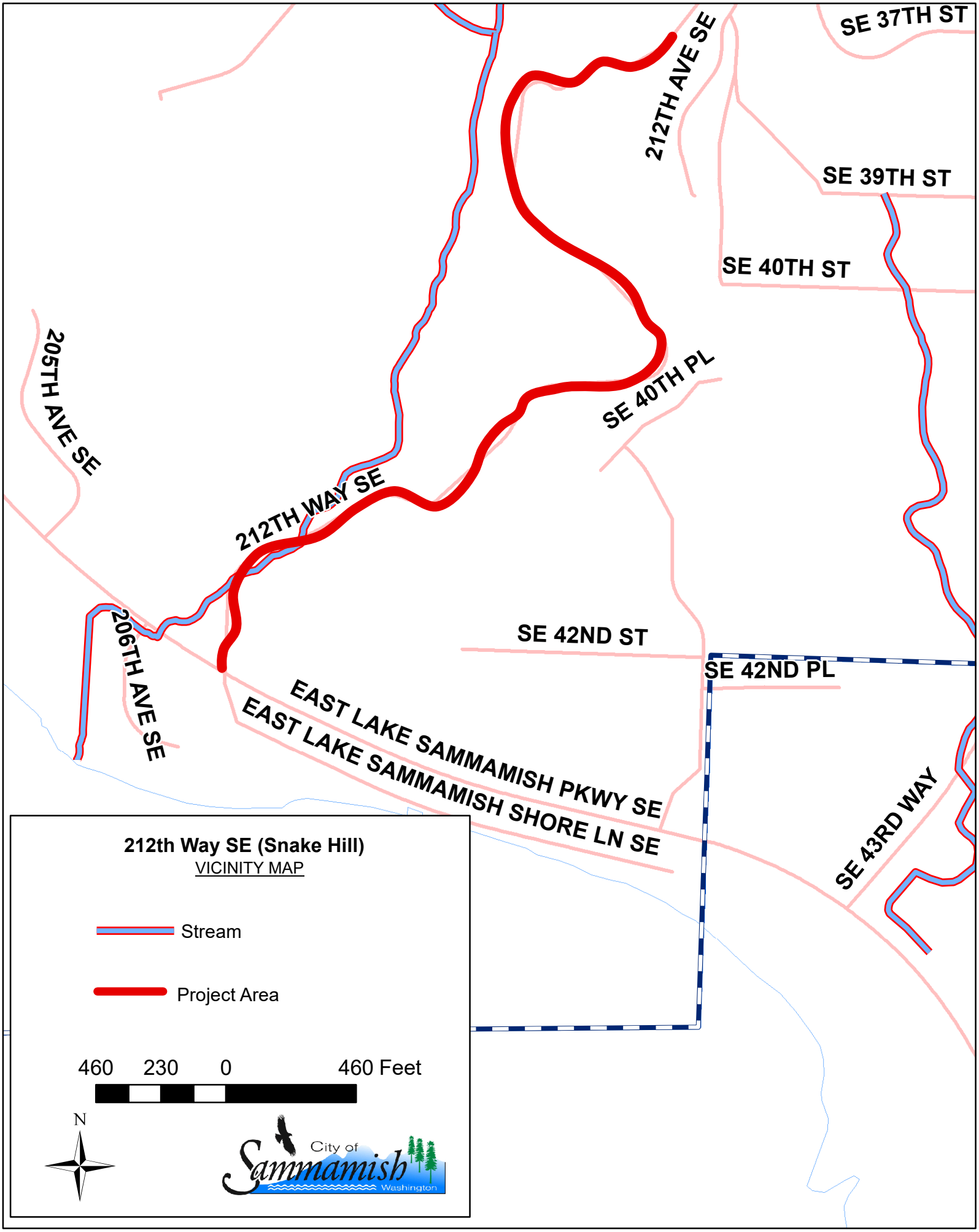
SE 37TH ST
212TH AVE SE
SE 39TH ST
SE 40TH ST
205TH AVE SE
SE 40TH PL
212TH WAY SE
206TH AVE SE
SE 42ND ST
SE 42ND PL
EAST LAKE SAMMAMISH PKWY SE
EAST LAKE SAMMAMISH SHORE LN SE
SE 43RD WAY
212th Way SE (Snake Hill)
VICINITY MAP
Stream
Project Area
460 230 0 460 Feet
N
City of Sammamish Washington

Exhibit 2