



## AGENDA

### City Council Regular Meeting

6:30 PM - Tuesday, June 19, 2018

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	<b>CALL TO ORDER</b>	6:30 pm
	<b>ROLL CALL</b>	
	<b>PLEDGE OF ALLEGIANCE</b>	
	<b>APPROVAL OF AGENDA</b>	
	<b>PUBLIC COMMENT</b>	6:35 pm
	<p><b>Note:</b> <i>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 <a href="mailto:manderson@sammamish.us">manderson@sammamish.us</a>. Please be aware that Council meetings are videotaped and available to the public.</i></p>	
	<b>CONSENT CALENDAR</b>	7:05 pm
	1. <b>Payroll:</b> for the period ending May 31, 2018 for pay date of June 5, 2018 in the amount of \$408,187.01	
4 - 9	2. <b>Approval:</b> Claims For Period Ending June 19, 2018 in The Amount Of \$4,565,962.64 For Check No. 50796 through 50916 <a href="#">View Agenda Item</a>	
10	3. <b>Proclamation:</b> Pride Month LGBT June 2018 <a href="#">View Agenda Item</a>	
11 - 27	4. <b>Resolution:</b> Amending Resolution R2017-703 the City's Master Fee Schedule <a href="#">View Agenda Item</a>	

- 28 - 74      5.      **Resolution:** Granting Final Plat Approval of The Crownfield Subdivision, FSUB 2018-00323  
[View Agenda Item](#)
- 75 - 87      6.      **Contract:** Stormwater Pond Cattail Vegetation Removal  
[View Agenda Item](#)
- 88 - 104     7.      **Contract:** Award for East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance  
[View Agenda Item](#)
- 105 - 159    8.      **Approval:** Zackuse Creek Fish Passage and Stream Restoration Project – Memorandum of Understanding with Snoqualmie Indian Tribe  
[View Agenda Item](#)
- 160 - 165    9.      **Approval:** Minutes from the June, 5, 2018 Regular Meeting  
[View Agenda Item](#)

**PRESENTATIONS / PROCLAMATIONS**

**7:10 pm**

- 166 - 201    10.     **Presentation:** Sammamish Arts Commission Progress Report  
[View Agenda Item](#)
- 202 - 221    11.     **Presentation:** Innovative Traffic Data and Updated AM Traffic Model Results  
[View Agenda Item](#)

**PUBLIC HEARINGS**

**7:40 pm**

- 222 - 230    12.     **Resolution:** Adopting An Updated Six-Year Transportation Improvement Plan for 2019-2024  
[View Agenda Item](#)
- 231 - 313    13.     **Ordinance:** Amending Chapters 21a.15, 21a.45, 21b.15, 21b.45 And 23.10 Of The Sammamish Municipal Code Pertaining To Permanent And Temporary Signs And Enforcement  
[View Agenda Item](#)

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**8:30 pm**

- 314 - 402    14.     **Discussion:** YMCA Property Development Plan  
[View Agenda Item](#)

**COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS**

**9:30 pm**

- 403 - 405    15.     **Report:** Mayor Malchow  
[View Report](#)
- 406 - 407    16.     **Report:** Deputy Mayor Karen Moran

- 408 - 413      [View Report](#)  
17.      **Report:** Councilmember Pamela Stuart  
            [View Report](#)

**CITY MANAGER REPORT**

**EXECUTIVE SESSION**

**9:45 pm**

Potential Litigation pursuant to RCW42.30.110(1)(i)

**ADJOURNMENT**

**10:00 pm**

**LONG TERM CALENDAR**

- 414 - 418      [View Calendar](#)

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.



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Lori/Finance Department  
**DATE:** June 14, 2018  
**RE:** Claims for June 19, 2018

\$1,931.99  
 \$347,338.05  
 \$21,933.89  
 \$4,194,758.71

### Top 10 Over \$10,000 Payments

King County Sheriff's Office	\$2,525,768.65	Police Services - January - May 2018
JR Hayes & Sons	\$557,627.21	212th Way SE Improvements
Sutter Paving Inc.	\$172,830.00	Sammamish Commons Paving Project
AWC Benefits Trust	\$152,685.84	Employee Benefits
Issaquah School District	\$65,294.50	May 2018 Impact Fees
King County Finance	\$54,890.28	Traffic Maintenance/Q1 WLRD WRIA 8 Award
LWSD	\$53,793.00	May 2018 Impact Fees
ICMA 401 A	\$52,394.81	Employee Benefits
David Evans & Assoc.	\$35,449.93	Louis Thompson Slide Repair/Intersection Improvements
Patriot Maintenance	\$30,792.14	Facilities Janitorial Services/Supplies - May 2018

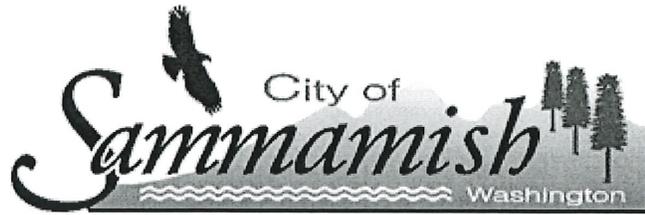
**Total: \$4,565,962.64**  
**Checks #50796 - #50916**

1,931.99	+
347,338.05	+
21,933.89	+
4,194,758.71	+
004	
4,565,962.64	+

Accounts Payable

Check Register Totals Only

User: lkaynak  
 Printed: 6/1/2018 - 9:14 AM

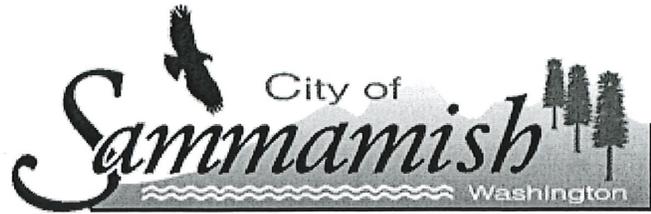


Check	Date	Vendor No	Vendor Name	Amount	Voucher
50796	06/01/2018	CENTURY	Century Link	66.99	50,796
50797	06/01/2018	COMCAST2	Comcast	369.15	50,797
50798	06/01/2018	SAM	Sammamish Plateau Water Sewer	1,495.85	50,798
				1,931.99	
Check Total:				1,931.99	

# Accounts Payable

## Check Register Totals Only

User: lkraynak  
 Printed: 6/5/2018 - 11:33 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
50799	06/05/2018	AWCLIF	Association of Washington Cities	211.50	50,799
50800	06/05/2018	AWCMED	AWC Employee BenefitsTrust	152,685.84	50,800
50801	06/05/2018	CASDU	Caifornia State Disbursement Unit	663.50	50,801
50802	06/05/2018	ICMA401	ICMA 401	52,394.81	50,802
50803	06/05/2018	ICMA457	ICMA457	19,003.20	50,803
50804	06/05/2018	ISD	Issaquah School District	65,294.50	50,804
50805	06/05/2018	KINGPET	King County Pet Licenses	230.00	50,805
50806	06/05/2018	LWSD	Lake Washington School Dist	53,793.00	50,806
50807	06/05/2018	LEGALSHI	Legal Shield	105.65	50,807
50808	06/05/2018	NAVIA	Navia Benefits Solution	2,375.48	50,808
50809	06/05/2018	WASUPPOR	Wa State Support Registry	580.57	50,809
Check Total:				347,338.05	

# Accounts Payable

## Check Register Totals Only

User: lkaynak  
 Printed: 6/8/2018 - 10:05 AM

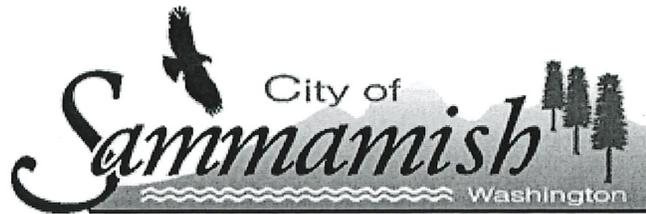


Check	Date	Vendor No	Vendor Name	Amount	Voucher
50810	06/08/2018	FRONTIR2	Frontier	395.54	50,810
50811	06/08/2018	KIMSEY	Sarah Hawes Kimsey	4,652.70	50,811
50812	06/08/2018	PSE	Puget Sound Energy	10,554.23	50,812
50813	06/08/2018	TDHASSOC	TDH Associates International	2,761.30	50,813
50814	06/08/2018	USPOST	U.S. Postal Service	3,570.12	50,814
Check Total:				21,933.89	

# Accounts Payable

## Check Register Totals Only

User: lkraynak  
 Printed: 6/13/2018 - 2:29 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
50815	06/19/2018	ALDWORTH	Kurt Aldworth	269.78	50,815
50816	06/19/2018	ALTATERR	AltaTerra Consulting LLC	20,405.36	50,816
50817	06/19/2018	ALTUS	Altus Traffic Management	1,678.20	50,817
50818	06/19/2018	AMERICAL	Americall International Inc	308.85	50,818
50819	06/19/2018	APPLIEDC	Applied Concepts, Inc	1,166.55	50,819
50820	06/19/2018	ARTLLC	Art LLC	222.00	50,820
50821	06/19/2018	ATWORK	At Work!	26,185.56	50,821
50822	06/19/2018	BATTERIE	Batteries + Bulbs	285.89	50,822
50823	06/19/2018	BAYONAJE	Jennifer Bayona	206.00	50,823
50824	06/19/2018	BEST	Best Parking Lot Cleaning, Inc	4,762.29	50,824
50825	06/19/2018	BOSTEC	Bostec Inc	39.60	50,825
50826	06/19/2018	CADMAN	Cadman, Inc.	276.58	50,826
50827	06/19/2018	CAOJOHN	John Cao	175.40	50,827
50828	06/19/2018	CLARITY	Clarity Consulting Engineers	16,270.00	50,828
50829	06/19/2018	CODEPUB	Code Publishing Inc	753.70	50,829
50830	06/19/2018	DAILY	Daily Journal of Commerce	1,028.00	50,830
50831	06/19/2018	EVANS	David Evans & Associates, Inc	35,449.93	50,831
50832	06/19/2018	DRIFTMIE	Driftmier Architects, P.S.	12,882.14	50,832
50833	06/19/2018	ELECTR-C	Electri-City Inc	219.00	50,833
50834	06/19/2018	EVSAN	Evergreen Sanitation, Inc	1,144.00	50,834
50835	06/19/2018	FABINIAC	Paul Fabiniak	500.00	50,835
50836	06/19/2018	FASTENAL	Fastenal Industrial Supplies	2,437.60	50,836
50837	06/19/2018	FASTSIGN	Fastsigns Bellevue	354.75	50,837
50838	06/19/2018	FCS	FCS Group Inc.	983.75	50,838
50839	06/19/2018	FETSCHDE	Denise Fetsch	420.00	50,839
50840	06/19/2018	FRANK	Murray Franklyn	298.52	50,840
50841	06/19/2018	GOODDAVI	David Goodman	16.23	50,841
50842	06/19/2018	GRAINGER	Grainger	1,748.12	50,842
50843	06/19/2018	GRANGE	Grange Supply, Inc.	169.84	50,843
50844	06/19/2018	GREATAME	Great America Financial Services	130.90	50,844
50845	06/19/2018	GUARDIAN	Guardian Security	78.00	50,845
50846	06/19/2018	HAMPTONR	Ron Hampton	270.00	50,846
50847	06/19/2018	HARDWICK	Marina Hardwick	360.00	50,847
50848	06/19/2018	HAYES	JR Hayes & Sons	557,627.21	50,848
50849	06/19/2018	HENDRIKU	Hendrikus Organics, Inc.	3,300.00	50,849
50850	06/19/2018	HERRJENN	Jennifer Herr	697.32	50,850
50851	06/19/2018	HOMEDE	Home Depot	3,509.90	50,851
50852	06/19/2018	HOWARD	Lyman Howard	150.42	50,852
50853	06/19/2018	ILAND	Iland Internet Solutions	10,779.80	50,853
50854	06/19/2018	ISNW	Industrial Solutions NW LLC	364.36	50,854
50855	06/19/2018	JACKS	Jack's Repair, LLC	11,401.17	50,855
50856	06/19/2018	JCWILDLI	JC Wildlife Consultant	600.00	50,856
50857	06/19/2018	JIRSA	Barbara Jirsa	109.29	50,857
50858	06/19/2018	KIMSEY	Sarah Hawes Kimsey	3,364.65	50,858
50859	06/19/2018	KINGFI	King County Finance A/R	54,890.28	50,859
50860	06/19/2018	KINGSH	King County Sheriff's Office	2,525,768.65	50,860
50861	06/19/2018	KINGSHEA	King's Heating Inc.	124.00	50,861
50862	06/19/2018	KUSTOM	Kustom Signals, Inc.	123.00	50,862
50863	06/19/2018	LAKESIDE	Lakeside Industries	1,108.51	50,863
50864	06/19/2018	LENISZEW	Steve Leniszewski	207.10	50,864





Sammamish, Washington  
**Proclamation**

**Lesbian, Gay, Bisexual and Transgender (LGBT)  
Pride Month ~ June 2018**



**WHEREAS**, our nation was founded upon the declaration that all people are created equal; that life, liberty, and the pursuit of happiness are among the inalienable rights of every person; and that each person shall be accorded the equal protection of the law; and

**WHEREAS**, the LGBT community has made great strides forward, but equality, inclusion, and acceptance have not yet been fully achieved. We must practice these values and teach them to future generations; and

**WHEREAS**, the City of Sammamish is committed to fostering diversity and inclusion; and

**WHEREAS**, on June 28, 1969, patrons of the Stonewall Inn in New York City rose up and resisted harassment that had become all too common for members of the LGBT community. Out of this resistance, the LGBT rights movement in America was born. During LGBT Pride Month, we commemorate the events of June 1969 and commit to achieving equal justice under law for LGBT Americans.

**NOW, THEREFORE BE IT RESOLVED** that I, Christie Malchow, Mayor of the City of Sammamish, on behalf of City Council, do hereby proclaim June 2018, as

**Lesbian, Gay, Bisexual and Transgender (LGBT) Pride Month**

in the City of Sammamish and we encourage all residents to celebrate the progress within our culture towards justice, equality, and full civic recognition for LGBT persons and to join us in the fights that remain to be won.

\_\_\_\_\_  
*Mayor Christie Malchow*

\_\_\_\_\_  
DATED this 19th day of June, 2018



**Agenda Bill**  
 City Council Regular Meeting  
 June 19, 2018



<b>SUBJECT:</b>	A Resolution approving amendments to the 2018 Master Fee Schedule reflecting changes in the State Building Code Council surcharge fees for building permits.	
<b>DATE SUBMITTED:</b>	June 12, 2018	
<b>DEPARTMENT:</b>	Community Development	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Approve Resolution amending the 2018 Master Fee Schedule.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - 2017 Master Fee Schedule Resolution</a> <a href="#">2. Exhibit 2 - 2018 Fee Schedule-Revised July 1 2018</a>	
<b>BUDGET:</b>		
Total dollar amount	N/A	<input type="checkbox"/> <b>Approved in budget</b>
Fund(s)		<input type="checkbox"/> <b>Budget reallocation required</b>
		<input checked="" type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall City Council approve a Resolution to reflect changes in the State Building Code Council surcharge fees for building permits?

**KEY FACTS AND INFORMATION SUMMARY:**

In March 2018, Engrossed Second Substitute House Bill (E2SHB) 1622 concerning the State Building Code Council (SBCC) was signed into law with an effective date of July 1, 2018. This bill changes the surcharge fees local jurisdictions collect and remit to the SBCC from:

- Residential and Commercial Building Permits: \$4.50 fee for each building permit plus an additional surcharge of \$2.00 for each residential unit after the first unit.

To the following effective July 1, 2018:

- Residential Building Permits: \$6.50 fee to the SBCC for each building permit, plus an additional surcharge of \$2.00 for each residential unit after the first unit.
- Commercial Building Permits: \$25.00 fee to the SBCC for each building permit, plus an additional surcharge of \$2.00 for each residential unit after the first unit.

**FINANCIAL IMPACT:**

There is no financial impact to the City as these surcharge fees are collected and remitted to the SBCC.

**OTHER ALTERNATIVES CONSIDERED:**

There are no alternatives as E2SHB requires changes in the SBCC surcharge fees for building permits effective July 1, 2018.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

N/A

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2018-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,  
AMENDING RESOLUTION R2017-703 THE CITY’S MASTER FEE  
SCHEDULE**

**WHEREAS**, Sammamish Ordinance No. O99-46 established the City’s Master Fee Schedule; and

**WHEREAS**, Sammamish Ordinance No. O2002-114 repealed Ordinance No. 099-46 and adopted a new Master Fee Schedule, which may be amended or replaced by means of a resolution; and

**WHEREAS**, the City Council finds that the Master Fee Schedule should be amended to incorporate new and clarified fee information;

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

**Section 1. Master Fee Schedule Amended.** The City of Sammamish Master Fee Schedule is hereby amended to read as set forth in Attachment A attached hereto and incorporated by reference. Resolution R2017-703 is hereby repealed.

**Section 2 Effective Date:** This Resolution shall take effect July 1, 2018.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_ DAY OF JUNE, 2018.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Christie Malchow

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.:

**2018 FEE SCHEDULE-Amended 7/1/18 per RCW 19.27**

<b>Fee Name/Description of Service</b>	<b>2018 Fee</b>	<b>Unit Description</b>
<b>Administration</b>		
Agendas, City Council		No charge
Appeal fee	\$ 250.00	
Budget document		Cost of reproduction
Comprehensive plan		Cost of reproduction
Computer generated data (customer provided disc)	\$ 26.00	Per hour
DVD/CD	\$ 5.00	
Engineering Copies		
Black & white Copies		
C-Size (18 X 24)	\$ 5.00	Per sheet
D-Size (24 X 36)	\$ 7.00	Per sheet
E-Size (34 X 44)	\$ 10.00	Per sheet
Color maps		
E-Size (34 X 44)	\$ 15.00	Per map
GIS Data (requires signed disclaimer)	\$ 21.00	Per storage device
Digital orthophotos (requires signed disclaimer)	\$ 20.00	Per DVD
Mailing (minimum)	\$ 2.00	
Returned item/NSF checks	\$ 26.00	
Passport processing fee	\$ 25.00	
Photocopy/computer print-outs	\$ 0.15	Per page (first 10 pages free)
Scanning		Cost of reproduction plus
Zip drive	\$ 10.00	
<b>Business Licenses</b>		
Business license (annual)	\$ 15.00	
Peddler	\$ 15.00	
Religious organizations (nonbusiness activities only)		Exempt
<b>Building</b>		
<b>Pre-application and counter service fees by building type( 1 to 4)</b>		
Type 1	\$ 128.00	Plus \$128.00 per hour for more than 1 hour
Type 2	\$ 256.00	Plus \$128.00 per hour for more than 2 hours
Type 3	\$ 384.00	Plus \$128.00 per hour for more than 3 hours
Type 4	\$ 512.00	Plus \$128.00 per hour for more than 4 hours
<b>Building permit</b>		
Inspection fee	\$ 128.00	Minimum \$128.00 fee per inspection
Administrative service fee	\$ 256.00	
<b>Building valuation</b>		
\$1.00 to \$500.00	\$ 28.00	
\$501 to \$2,000	\$ 28.00	For the first \$500 plus \$4.00 for each additional \$100 or fraction thereof to and including \$2,000.
\$2,001 to \$25,000	\$ 85.00	For the first \$2,000 plus \$17.00 for each additional \$1,000 or fraction thereof to and including \$25,000.

\$25,001 to \$50,000	\$ 474.00	For the first \$25,000 plus \$12.00 for each additional \$1,000 or fraction thereof to and including \$50,000.
\$50,001 to \$100,000	\$ 779.00	For the first \$50,000 plus \$8.00 for each additional \$1,000 or fraction thereof to and including \$100,000.
\$100,001 to 500,000	\$ 1,204.00	For the first \$100,000 plus \$6.00 for each additional \$1,000 or fraction thereof to and including \$500,000.
\$500,001 to \$1,000,000	\$ 3,920.00	For the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000.
\$ 1,000,001 and up	\$ 6,792.00	For the first \$1,000,000 plus \$4.00 for each additional \$1,000 or fraction thereof.
<b>Building - Plan Review Fees</b>		
Initial plan review fee (covers first review and 1 re-check)	\$ 128.00	\$128.00 minimum. Actual fee is 65% of the building permit fee.
Resubmittal after plans checked & approved	\$ 128.00	\$128.00 minimum. Actual fee is 65% of the building permit fee.
Additional reviews after 1 re-check	\$ 128.00	Per hour (1 hour minimum) Double for repeated re-inspections.
Expedited review fee		Double the plan review fee.
Consultant fees		Cost of service.
Legal review fees		Cost of service.
Certificates of occupancy (when not part of a current building permit)	\$ 256.00	
Condominium conversion plans/inspections	\$ 384.00	Plus \$128.00 per hour after 1 hour
Demolition permit	\$ 192.00	Plus a \$500.00 site bond.
Re-roof permit	\$ 192.00	
<b>Energy Code</b>		
Residential remodel/addition	\$ 65.00	
New single family	\$ 90.00	
Tenant improvement		
0 to 10,000 square feet	\$ 65.00	
10,001 and up	\$ 90.00	
Multi-family per building	\$ 130.00	
New commercial	\$ 118.00	
Commercial addition	\$ 90.00	
<b>Miscellaneous Building Fees</b>		
Re-Inspection fee when not ready and/or repeated inspections are required	\$ 128.00	Per hour (1 hour minimum) Double for repeated re-inspections.
Inspections with no specific fee	\$ 128.00	Per hour (1 hour minimum)
Inspections outside normal work hours (2 hour minimum charge)	\$ 384.00	Plus \$192.00/hour after 2 hours.
<b>House Moving</b>		
Class 1 and 2		
Moving permit	\$ 76.00	
Inspection fee	\$ 192.00	
Hourly fee after first hour	\$ 128.00	Per hour.
Moved into city from outside	\$ 0.50	Per mile.
Class 3 and 4 – moving permit	\$ 76.00	
Cash deposit or corporate surety bond	\$ 10,000.00	Or such greater amount as the building official deems necessary.

A public liability insurance policy		Providing \$250,000.00 or greater as the building official deems necessary.
Minimum housing inspection fee	\$ 192.00	Plus \$128.00 per hour after 1 hour
<b>Mobile home location inspection</b>		
Mobile home permit inspection	\$ 336.00	
Temporary mobile home	\$ 267.00	
<b>Sign fees</b>		
Political signs	\$ 10.00	Per sign not removed within time limit
Signs requiring building permit, plan review, and inspection	\$ 448.00	
Signs requiring planning review only (no building inspections)	\$ 192.00	
<b>Special inspections</b>		
Fire, wind, flood damage, earthquake and other disasters	\$ 128.00	Plus \$128.00 per hour.
Temporary tents/canopies/air structures		
Plan check	\$ 128.00	Per hour.
Basic permit (inspection fee)	\$ 128.00	
Work performed without permit (penalty fee) (See SMC16.20.355)		Up to an amount equal to the building, plumbing or mechanical permit fee.
Investigative fee	\$ 192.00	Plus \$128.00 per hour after the first hour.
WSBCC surcharge-residential building permits	\$4.50 \$6.50	Per building permit issued plus an additional surcharge of \$2.00 for each residential unit after in a multi-unit building, but not including the first unit.
WSBCC surcharge-commercial building permits	\$25.00	Per building permit issued plus an additional surcharge of \$2.00 for each residential unit after the first unit.
<b>Electric Vehicle Charging</b>		
Hourly fee - up to 6 hours (\$1.00 minimum)	\$ 1.00	Per hour
Hourly fee - over 6 hours	\$ 2.00	Per hour
<b>Fire Code Fees</b>		
<b>Fire Code Fees</b>		
<b>Fire code permits</b>		
Fireworks	\$ 128.00	
Bond		As required by RCW 70.77.285
<b>Fire alarm systems</b>		
Tenant Improvement:		
1 to 10 devices-inspection	\$ 96.00	Plus \$128.00 for each inspection > 3
1 to 10 devices-plan review	\$ 128.00	
11 to 20 devices-inspection	\$ 128.00	Plus \$128.00 for each inspection > 3
11 to 20 devices-plan review	\$ 192.00	
21 to 40 devices-inspection	\$ 128.00	Plus \$128.00 for each inspection > 3
21 to 40 devices-plan review	\$ 224.00	
41 to 100 devices-inspection	\$ 192.00	Plus \$128.00 for each inspection > 3
41 to 100 devices-plan review	\$ 256.00	
>100 devices-inspection	\$ 192.00	Plus \$128.00 for each inspection > 3
>100 devices-plan review	\$ 256.00	Plus \$6.00 for each additional device over 100
New System:		
1 to 25 devices-inspection	\$ 96.00	Plus \$128.00 for each inspection > 3
1 to 25 devices-plan review	\$ 128.00	
26 to 50 devices-inspection	\$ 128.00	Plus \$128.00 for each inspection > 3
26 to 50 devices-plan review	\$ 192.00	
51 to 100 devices-inspection	\$ 192.00	Plus \$128.00 for each inspection > 3

51 to 100 devices-plan review	\$	320.00	
>100 devices-inspection	\$	192.00	Plus \$128.00 for each inspection > 3
>100 devices-plan review	\$	320.00	Plus \$6.00 for each additional device over 100
<b>In addition to the device fees shown above, the following charges apply</b>			
FACP-inspection	\$	32.00	Plus \$128.00 for each inspection > 3
FACP-plan review	\$	192.00	
Transmitter-inspection	\$	32.00	Plus \$128.00 for each inspection > 3
Transmitter-plan review	\$	128.00	
Power sub panel-inspection	\$	-	
Power sub panel-plan review	\$	64.00	
Over the counter permit inspection fee-10 device maximum	\$	128.00	Plus \$128.00 for each inspection > 3
<b>Sprinkler systems</b>			
Tenant Improvement:			
1 to 10 devices-inspection	\$	64.00	Plus \$128.00 for each inspection > 3
1 to 10 devices-plan review	\$	64.00	
11 to 30 devices-inspection	\$	96.00	Plus \$128.00 for each inspection > 3
11 to 30 devices-plan review	\$	128.00	
31 to 50 devices-inspection	\$	96.00	Plus \$128.00 for each inspection > 3
31 to 50 devices-plan review	\$	192.00	
51 to 100 devices-inspection	\$	128.00	Plus \$128.00 for each inspection > 3
51 to 100 devices-plan review	\$	256.00	
>100 devices-inspection	\$	128.00	Plus \$128.00 for each inspection > 3
>100 devices-plan review	\$	256.00	Plus \$6.00 for each additional device over 100
New System:			
1 to 40 devices-inspection	\$	96.00	Plus \$128.00 for each inspection > 3
1 to 40 devices-plan review	\$	512.00	
41 to 100 devices-inspection	\$	128.00	Plus \$128.00 for each inspection > 3
41 to 100 devices-plan review	\$	576.00	
101 to 300 devices-inspection	\$	192.00	Plus \$128.00 for each inspection > 3
101 to 300 devices-plan review	\$	512.00	
>300 devices-inspection	\$	256.00	Plus \$128.00 for each inspection > 3
>300 devices-plan review	\$	512.00	Plus \$6.00 for each additional device over 100
13D Fire Sprinkler System:			
1 to 40 devices-inspection	\$	96.00	Plus \$128.00 for each inspection > 3
1 to 40 devices-plan review	\$	256.00	
>40 devices-inspection	\$	128.00	Plus \$128.00 for each inspection > 3
>40 devices-plan review	\$	384.00	
Other Components:			
Per supply installed by fire sprinkler contractor (includes 1 post/wall indicator valve and 1 fire department connection)-plan review only, no inspection charge	\$	32.00	
Per supply installed by other than fire sprinkler contractor-plan review only, no inspection charge	\$	128.00	
Per riser (each interior zone supply)-review only, no inspection charge.	\$	32.00	
Per standpipe (FDC supply inlet and associated outlets)-inspection	\$	128.00	Plus \$128.00 for each inspection > 3
Per standpipe (FDC supply inlet and associated outlets)-plan review	\$	384.00	
Fire pump-inspection	\$	128.00	Plus \$128.00 for each inspection > 3
Fire pump-plan review	\$	576.00	

Over the counter permit inspection fee-25 head maximum	\$ 128.00	Plus \$128.00 for each inspection > 3
<b>Fire Extinguishing Systems:</b>		
Full systems (including piping, nozzles and releasing panel)-inspection	\$ 64.00	Plus \$128.00 for each inspection > 3
Full systems (including piping, nozzles and releasing panel)-plan review	\$ 288.00	
Tenant improvement or system modification (nozzle change/move)-inspection	\$ 64.00	Plus \$128.00 for each inspection > 3
Tenant improvement or system modification (nozzle change/move)-plan check	\$ 128.00	
Temporary membrane structures, tents and canopies-inspection	\$ 96.00	Plus \$128.00 for each inspection > 3
Temporary membrane structures, tents and canopies-plan review	\$ 96.00	
Flammable/combustible liquid storage tank installation/removal-inspection	\$ 64.00	Plus \$128.00 for each inspection > 3
Flammable/combustible liquid storage tank installation/removal-plan review	\$ 192.00	
<b>Fire Flow and Fire Access Review</b>		
plan review	\$ 128.00	
Commercial building (greater than 5,000 sq. ft.)-plan review	\$ 192.00	
Single family residence	\$ 128.00	
Subdivisions	\$ 192.00	
<b>Impact Fees</b>		
Park impact fees		Per SMC 14A.20
Road impact fees		Per SMC 14A.15.110
School impact fees - Lake Washington School District - Issaquah School District - Snoqualmie Valley School District		Adopted by ordinance. See current ordinance for fees.
School impact administration fee	\$ 128.00	
<b>Electrical Fees</b>		
New one and two-family dwelling construction		10% of the building permit fee. (Determined by the building valuation table).
Electrical counter service fee	\$ 128.00	
Electrical plan review fee		20% of the electrical permit fee. (Paid at time of submittal).
<b>TABLE I</b>		
<b>Electrical permit fees (based on valuation) For all multi-family, all mixed-use, all non-residential construction and remodels/additions to one and two-family dwellings:</b>		
Up to \$250	\$ 57.00	
\$251 to \$2,000	\$ 57.00	For the first \$250.00 plus \$9.00 for each additional \$100.00 or fraction thereof to and including \$2,000.00.
\$2,001 to \$25,000	\$ 227.00	For the first \$2,000.00 plus \$24.00 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00.
\$25,001 to \$50,000	\$ 707.00	For the first \$25,000.00 plus \$19.00 for each additional \$1,000.00 or fraction thereof to and including \$50,000.00.
\$50,001 to \$100,000	\$ 1,176.00	For the first \$50,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00.

\$ 100,001 and up	\$	1,813.00	For the first \$100,000.00 plus \$11.00 for each additional \$1,000.00 or fraction thereof.
<b>TABLE II</b>			
<b>Electrical permit fees (based on valuation) For limited/low voltage electrical for security, T-stat, telephone, and computer wiring</b>			
Up to \$2,000	\$	57.00	
\$2,001 to \$25,000	\$	206.00	(For the first \$2,000.00 plus \$24.00 for each additional \$1,000 or fraction thereof) X 25%.
\$25,001 to \$50,000	\$	707.00	(For the first \$25,000.00 plus \$19.00 for each additional \$1,000 or fraction thereof) X 25%.
\$50,001 to \$100,000	\$	1,176.00	(For the first \$50,000.00 plus \$12.00 for each additional \$1,000 or fraction thereof) X 25%.
\$100,001 and up	\$	1,813.00	(For the first \$100,000.00 plus \$11.00 for each additional \$1,000 or fraction thereof) X 25%.
<b>Miscellaneous electrical permit fees</b>			
Temporary power for construction sites:			
1 to 200 amp	\$	82.00	
201 to 400 amp	\$	139.00	
401 amps or more			Based on total valuation of installation. Calculated according to TABLE II.
Temporary power for events:			
Base fee	\$	100.00	Plus \$25.00 per concession.
Maximum fee (2 hours)	\$	256.00	
Swimming pools, hot tubs, spas, and saunas	\$	100.00	Applicants must also get a building permit for pool, hot tub, or spa.
Portable classrooms and mobile homes service	\$	100.00	
Sign installations (per circuit)	\$	82.00	Permit fee for electrical hookups required on a sign. (Applicants must also get a sign permit).
<b>Mechanical Fees</b>			
<b>Residential</b>			
Mechanical permit issuance fee	\$	37.00	
New single family residence flat fixture fee (includes all mechanical fixtures)	\$	261.00	
Mechanical application fee	\$	37.00	
<b>Non-Residential</b>			
Mechanical permit issuance fee	\$	47.00	
Mechanical application fee	\$	47.00	
<b>Each Additional Fixture</b>			
<b>Residential</b>			
Forced air furnace	\$	25.00	
Boiler/compressor	\$	25.00	
Floor/wall/unit heater	\$	25.00	
SFR heat pump	\$	25.00	
Air handling unit	\$	25.00	
Wood stove/fireplace insert	\$	25.00	
Gas oven/cook top (built-in)	\$	25.00	
Barbecue	\$	25.00	

Pool or spa heater	\$	25.00	
Gas log/log lighters	\$	25.00	
Hydronics	\$	25.00	
Exhaust fan (with duct)	\$	12.00	
Kitchen exhaust fan/whole house fan (with duct)	\$	12.00	
Gas piping (flat fee)	\$	37.00	
Gas water heater	\$	37.00	
Clothes dryer	\$	12.00	
Miscellaneous appliance vent	\$	12.00	
Duct work only (flat fee)	\$	37.00	
Earthquake valve	\$	12.00	
Other appliances	\$	25.00	
Inspections outside normal work hours (2 hour minimum)	\$	384.00	Plus \$192.00/hour after 2 hours
Re-inspection fees	\$	128.00	Per hour
Excessive inspection	\$	256.00	Per hour
Inspections with no specific fee	\$	128.00	Per hour
Plan review fees: Multi-family			25% of building permit fee
Additional plan reviews	\$	128.00	Per hour
<b>Non-Residential</b>			
Forced air furnace < 160k BTU	\$	64.00	
Forced air furnace > 160k BTU	\$	76.00	
Boiler/compressor/absorption unit up to 15 HP & up to 500,000 BTUs	\$	37.00	
Boiler/compressor/absorption unit over 15 HP & over 500,000 BTUs	\$	70.00	
Floor/wall/unit heater	\$	25.00	
SFR heat pump	\$	25.00	
Air handling unit	\$	25.00	
Wood stove/fireplace insert	\$	25.00	
Gas oven/cook top (built-in)	\$	25.00	
Barbecue	\$	25.00	
Pool or Spa heater	\$	25.00	
Gas log/log lighters	\$	25.00	
Hydronics	\$	25.00	
Exhaust fan (with duct)	\$	25.00	
Residential kitchen exhaust fan/whole house fan (with duct)	\$	25.00	
Commercial kitchen exhaust hood	\$	37.00	
Gas piping (first 5 outlets)	\$	37.00	
Gas piping (each additional outlet over 5)	\$	6.00	
Gas water heater	\$	37.00	
Clothes dryer	\$	25.00	
Miscellaneous appliance vent	\$	25.00	
Duct work only (flat fee)	\$	37.00	
Hazardous piping (first 1 thru 4 outlets)	\$	37.00	
Hazardous piping (each outlet over 4)	\$	6.00	
Earthquake valve	\$	25.00	
Other appliances	\$	37.00	
Inspections outside normal work hours (2 hour minimum)	\$	384.00	Plus \$192.00/hour after 2 hours
Re-inspection fees	\$	128.00	Per hour
Excessive inspection	\$	256.00	Per hour
Inspections with no specific fee	\$	128.00	Per hour
Plan review fees			25% of building permit fee
Additional plan reviews	\$	128.00	Per hour

<b>Plumbing Fees</b>		
<b>Residential</b>		
Plumbing permit issuance fee	\$	37.00
New single family residence flat fixture fee (includes all plumbing fixtures)	\$	256.00 Per hour
Residential additions and remodels per fixture fee		
Plumbing application fee	\$	37.00
<b>Non-Residential</b>		
Plumbing permit issuance fee	\$	47.00
Non-residential per fixture fee		
Plumbing application fee	\$	47.00
<b>Each Additional Fixture</b>		
<b>Residential</b>		
Backflow preventer (1/2" 2")	\$	12.00
Backflow preventer (3" & larger)	\$	25.00
Bath tub	\$	12.00
Bathroom sink	\$	12.00
Bidet	\$	12.00
Clothes washer	\$	12.00
Dishwasher	\$	12.00
Drinking fountain	\$	12.00
Floor drain	\$	12.00
Hose bib each	\$	12.00
Hot water heater (electric)	\$	12.00
Ice maker	\$	12.00
Laundry tub	\$	12.00
Other plumbing fixtures not listed	\$	12.00
Pressure reducing valve	\$	12.00
Roof drain	\$	12.00
Shower	\$	12.00
Sink	\$	12.00
Toilet	\$	12.00
Urinal	\$	12.00
Inspections outside normal work hours (2 hour minimum)	\$	384.00 Plus \$192.00/hour after 2 hours
Re-inspection fees	\$	128.00 Per hour
Excessive re-inspections	\$	256.00 Per hour
Inspections with no specific fee	\$	128.00 Per hour
Plan review fees: Multi-family		25% of building permit fee
Additional plan reviews	\$	128.00 Per hour
<b>Non-Residential</b>		
Backflow preventer (1/2" 2")	\$	16.00
Backflow preventer (3" & larger))	\$	25.00
Bath tub	\$	16.00
Bathroom sink	\$	16.00
Bidet	\$	16.00
Clothes washer	\$	16.00
Dishwasher	\$	16.00
Drinking fountain	\$	16.00
Floor drain	\$	25.00
Grease trap	\$	25.00
Hose bib each	\$	16.00
Hot water heater (electric)	\$	16.00
Ice maker	\$	25.00

Laundry tub	\$	16.00	
Other plumbing fixtures not listed	\$	16.00	
Pressure reducing valve	\$	16.00	
Roof drain	\$	16.00	
Shower	\$	16.00	
Sink	\$	25.00	
Toilet	\$	16.00	
Urinal	\$	16.00	
Inspections outside normal work hours (2 hour minimum)	\$	384.00	Plus \$192.00/hour after 2 hours
Re-inspection fees	\$	128.00	Per hour
Excessive re-inspections	\$	256.00	Per hour
Inspections with no specific fee	\$	128.00	Per hour
Plan review fees			25% of building permit fee
Additional plan reviews	\$	128.00	Per hour
<b>Parks and Recreation</b>			
<b>Athletic fields</b>			
Natural turf fields			
Youth	\$	17.00	Per hour
Adult	\$	30.00	Per hour
Field preparation	\$	40.00	
Synthetic sports fields			
Youth	\$	60.00	Per hour
Adult	\$	90.00	Per hour
Field lights	\$	20.00	Per hour
<b>Picnic shelters</b>			
Tier 1 rates			
Half-day	\$	110.00	
Full-day	\$	165.00	
Tier II rates			
Half-day	\$	88.00	
Full-day	\$	132.00	
<b>Beaver Lake Lodge</b>			
Weekday	\$	50.00	Per hour
Weekend	\$	140.00	Per hour
Damage deposit	\$	500.00	
<b>Beaver Lake Pavilion</b>			
Weekday	\$	22.00	Per hour
Weekend	\$	33.00	Per hour
Damage deposit	\$	250.00	
Last-minute booking discount - 2 months advance			Up to 25% off
<b>Miscellaneous fees</b>			
Event fees (negotiated)			\$100 to \$5,000
Concession permit-park facilities & fields			10% of gross receipts
<b>Banner permit</b>			
One-sided banner	\$	180.00	
Two-sided banner	\$	360.00	
Memorial park bench fee			\$2,000 to \$2,500 depending on the bench selection.
<b>Planning</b>			
The listed fees are initial deposit amounts based on an hourly rate of \$128.00. If the initial deposits have been expended before the project is completed, an additional deposit will be required in the amount estimated by the Community Development Department rounded to the nearest 10 hour increment.			

<b>NOTE: Deposits in the fee schedule are separated by department for informational purposes only.</b>		
Policy planning amendments (+ EIS if applicable)	\$ 1,920.00	Plus \$128.00 per hour after the first 15 hours.
Conditional use permits compliance	\$ 128.00	Per hour.
Consultant services		Actual cost of service.
Legal review fee		Actual cost of service.
<b>Critical areas</b>		
Basic review	\$ 384.00	
Complex review: residential	\$ 640.00	Plus \$128.00 per hour after the first 5 hours.
Complex review: Non- residential	\$ 896.00	Plus \$128.00 per hour after the first 7 hours.
RUE critical areas	\$ 1,280.00	Plus \$128.00 per hour
Inspection monitoring	\$ 128.00	Per hour.
<b>Current use assessment review (public benefit rating system)</b>		
Farm & agricultural land classification	\$ 160.00	
Open space & timber less than 20 acres	\$ 220.00	
Open space and timber greater than 20 acres	\$ 425.00	
Environmental checklist review	\$ 640.00	Plus \$128.00 per hour after the first 5 hours.
Environmental impact statement preparation		Actual cost.
Zoning variances & public agency/utility exceptions (deposit)	\$ 1,920.00	Plus \$128.00 per hour after the first 15 hours.
Unified Zoning Development Plan (UZDP) preliminary review	\$ 5,120.00	
Deposit		Equal to estimated cost (to be determined by the Community Dev. Director)
<b>Legal notice-publication &amp; mailing</b>		
Type 2	\$ 273.00	
Type 3 & 4	\$ 551.00	
Type 2 (UZDP only)	\$ 551.00	
Legal notice posting		Actual cost
<b>Partial development: Pre-issuance construction authorization</b>		
Inspection fee	\$ 1,024.00	Plus \$128.00 per hour
Boundary line adjustment review	\$ 512.00	Plus \$128.00 per hour
<b>Pre-application &amp; counter service intake</b>		
Type 1	\$ 128.00	Plus \$128.00 per hour > 1 hour
Type 2	\$ 256.00	Plus \$128.00 per hour > 2 hours
Type 3	\$ 384.00	Plus \$128.00 per hour > 3 hours
Type 4	\$ 512.00	Plus \$128.00 per hour > 4 hours
Type 2 (UZDP only)	\$ 1,280.00	
Post development monitoring/inspections	\$ 128.00	Per hour.
Shoreline substantial development	\$ 3,200.00	Plus \$128.00 per hour
Shoreline conditional use review	\$ 3,200.00	Plus \$128.00 per hour
Shoreline variance	\$ 3,200.00	Plus \$128.00 per hour
Separate lot recognitions & subdivision exemptions	\$ 128.00	
Recorded building envelope modifications	\$ 640.00	
Name change	\$ 256.00	
<b>Site specific zone reclassifications (Re-zone)</b>		
Application fee	\$ 1,920.00	Plus \$128.00 per hour
Shoreline exemption letter	\$ 128.00	
<b>Subdivision/preliminary plat</b>		

Preliminary review fee	\$	5,120.00	Plus \$128.00 per hour
Per lot fee			
10-20 lots	\$	192.00	Per lot
21-50 lots	\$	128.00	Per lot
51+ lots	\$	64.00	Per lot
Short subdivision			
Preliminary review fee	\$	3,200.00	Plus \$128.00 per hour
Final review fee	\$	1,280.00	Plus \$128.00 per hour
Zoning application review			
Application fee	\$	1,920.00	Plus \$128.00 per hour
Binding site plan	\$	1,920.00	Plus \$128.00 per hour
Commercial site development	\$	1,920.00	Plus \$128.00 per hour
Variance	\$	1,920.00	Plus \$128.00 per hour
Conditional use permits compliance	\$	1,920.00	Plus \$128.00 per hour
Temporary use permit	\$	1,280.00	
Affidavit of minor correction			
Plat alteration or revision	\$	5,120.00	Plus \$128.00 per hour
Minor plat alteration	\$	3,200.00	Plus \$128.00 per hour
Wireless communication facility review	\$	384.00	
Bond review fee	\$	3,200.00	Plus \$128.00 per hour
Bond review fee-requiring monitoring	\$	3,200.00	Plus \$128.00 per hour
Bond inspection monitoring	\$	640.00	
Review, not otherwise listed (1/2 hour minimum)	\$	128.00	Per hour
<b>Clear and Grade Permit</b>			
<b>Volume of Earth</b>			
101 to 1,000 cubic yards	\$	256.00	Plus \$128.00 per hour
1,001 to 10,000 cubic yards	\$	384.00	Plus \$128.00 per hour
10,001 to 100,000 cubic yards	\$	512.00	Plus \$128.00 per hour
100,001 or more cubic yards	\$	640.00	Plus \$128.00 per hour
Clear and grade review	\$	128.00	Plus \$128.00 per hour
Early clear and grade review	\$	2,560.00	
Re-inspection fee-excess inspection caused by the contractor	\$	128.00	Per hour (minimum 1 hour)
Work performed without a permit			Double the permit fee
Tree removal: 3 or less			No charge
Tree removal -OTC permit	\$	64.00	
Tree removal requiring additional review	\$	128.00	Per hour
<b>Code Enforcement Penalties (per Civil Penalties in SMC 23.100)</b>			
Infraction			Up to \$500
Stop work order			Up to \$500
Noncompliance			
1 to 15 days	\$	100.00	Per day
16 to 31 days	\$	250.00	Per day
31+ days			Up to \$500 per day (\$50,000 maximum)
Environment 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.
<b>Plat/Short Plat Site Development Permit</b>			
Short subdivision			
Preliminary review fee	\$	640.00	
Subdivisions			
Preliminary review fee			

10 to 20 lots	\$	96.00	Per lot
21 to 50 lots	\$	61.00	Per lot
51+ lots	\$	61.00	Per lot
All others	\$	1,280.00	

**Public Works**

The listed fees are initial deposit amounts based on an hourly rate of \$128.00. If the initial deposits have been expended before the project is completed, an additional deposit will be required in the amount estimated by the Public Works Department rounded to the nearest 10 hour increment.

NOTE: Deposits in the fee schedule are separated by department for informational purposes only.

Consultant services			Actual cost of service.
Legal review fee			Actual cost of service.
Concurrency test administrative fee	\$	128.00	
Concurrency test/exemption fee			
Single family house	\$	256.00	
Short plat up to 4 lots	\$	256.00	
Short plat 5 to 9 lots	\$	1,297.00	
Plats of 10 to 19 lots	\$	1,622.00	
Plats of 20 or more lots	\$	2,704.00	
All others	\$	1,297.00	
Independent fee calculation review			Actual cost/\$559.00 minimum
Processing fee for informational analysis for concurrency			Same rate structure as concurrency test fees
Right of way permits (SMC 14.30)			
Type A - special use permit			No charge
Type B - construction permit: Valuation of work < \$5,000	\$	103.00	Up front deposit required
Type B - construction permit: Valuation of work equal to or greater than \$5,000	\$	512.00	Plus \$128.00 per hour. Upfront deposit required.
Type C - utility permit	\$	512.00	Plus \$128.00 per hour
Type D - lease permit	\$	512.00	Plus \$128.00 per hour. Upfront deposit required + lease payment.
Street vacation review fee	\$	384.00	Plus \$128.00 per hour. Upfront deposit required.
Right of way inspection fee	\$	128.00	Per hour
Clear & grade stormwater field review fee	\$	128.00	Per hour
Deposit			Equal to estimated cost (to be determined by the City Engineer)

**Stormwater Rates**

Stormwater rates	% Impervious Surface	Rate
Residential		\$268.00 per parcel
Very light	less than 10%	\$268.00 per parcel
Light	10.1% through 20%	\$624.00 per acre
Moderate	20.1% through 45%	\$1,292.00 per acre
Moderately heavy	45.1% through 65%	\$2,467.00 per acre
Heavy	65.1% through 85%	\$3,154.00 per acre
Very heavy	85.1% through 100%	\$4,134.00 per acre

**Surface Water Development Charge (Per SMC 13.15)**

New residential dwelling unit or commercial building with up to 2,500 square feet of impervious coverage	\$	1,491.00	
Each additional 250 square feet of impervious coverage over 2,500 square feet	\$	149.10	
Other structures or additions of up to 250 square feet of impervious coverage requiring a building permit	\$	149.10	Plus \$149.10 for each additional 250 square feet

Surface water retention locks	\$ 32.00	Plus tax
<b>Wireless Facilities</b>		
Fees for site-specific wireless facility right-of-way agreements		
Separate support structure (such as monopole or lattice) used solely for wireless antenna, with antenna/receiver transmitter and/or equipment cabinet	\$ 1,384.32	Per month
Antenna/receiver transmitter on an existing pole and equipment cabinet	\$ 1,107.25	Per month
Antenna/receiver transmitter on an existing pole or replacement pole or equipment cabinet, but not both	\$ 968.20	Per month
<b>Engineering Review Fees</b>		
Short plat preliminary plat	\$ 2,560.00	Plus \$128.00 per hour
Subdivision/preliminary plat	\$ 5,120.00	Plus \$128.00 per hour
Per lot fee		
10 - 20 lots	\$ 222.00	Per lot
21 - 50 lots	\$ 193.00	Per lot
51 + lots	\$ 160.00	Per lot
Final plat/final short plat review	\$ 2,560.00	
Reasonable use exception	\$ 1,280.00	
Boundary line adjustment	\$ 1,280.00	
Plat alteration	\$ 1,280.00	
Shoreline substantial development	\$ 1,280.00	
Shoreline conditional use	\$ 1,280.00	
Affidavits of minor correction	\$ 5,120.00	
Commercial site development	\$ 5,120.00	
Conditional use permit	\$ 5,120.00	
Unified Zoning Development Plan (UZDP) engineering review	\$ 5,120.00	
<b>Plat/Short Plat Site Development Permit</b>		
Early clear and grade inspection	\$ 2,560.00	
Review fees (due at submittal)		
Short subdivision	\$ 2,560.00	
Subdivision	\$ 2,560.00	
Per lot fee		
10 - 20 lots	\$ 222.00	Per lot
21 to 50 lots	\$ 193.00	Per lot
51+ lots	\$ 160.00	Per lot
All others - review	\$ 2,560.00	
Inspections (due at issuance)		
Short subdivision	\$ 10,240.00	Plus \$128.00 per hour
Subdivision	\$ 10,240.00	Plus \$128.00 per hour
Per lot fee		
10 - 20 lots	\$ 512.00	Per lot
21 - 50 lots	\$ 384.00	Per lot
51+ lots	\$ 256.00	Per lot
All others - inspections	\$ 10,240.00	
NOTE: The City Manager or his/her designee has the authority to correct errors in fee calculations.		

**Agenda Bill**  
 City Council Regular Meeting  
 June 19, 2018



<b>SUBJECT:</b>	A Resolution approving Final Plat for the Crownfield Subdivision, FSUB 2018-00323.		
<b>DATE SUBMITTED:</b>	June 12, 2018		
<b>DEPARTMENT:</b>	Community Development		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Approve the resolution for the 28-lot Crownfield Subdivision authorizing the Mayor to sign the Final Plat.		
<b>EXHIBITS:</b>	<a href="#">Exhibit 1 - Resolution</a> <a href="#">Exhibit 2 - Hearing Examiner Decision</a> <a href="#">Exhibit 3 - Order Revising a Decision After Reconsideration</a> <a href="#">Exhibit 4 - Compliance Matrix</a> <a href="#">Exhibit 5 - Map of Final Plat</a> <a href="#">Exhibit 6 - Vicinity Map</a>		
<b>BUDGET:</b>			
Total dollar amount		<input type="checkbox"/> <b>Approved in budget</b>	
Fund(s)		<input type="checkbox"/> <b>Budget reallocation required</b>	
		<input checked="" type="checkbox"/> <b>No budgetary impact</b>	
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

**NEEDED FROM COUNCIL:**  
 Shall the City Council approve the Resolution for the 28-lot Crownfield Subdivision, authorizing the Mayor to sign the Final Plat?

**KEY FACTS AND INFORMATION SUMMARY:****Summary Statement:**

The developer of the Crownfield Subdivision, formerly known as the Penny Lane South Preliminary Subdivision, is seeking to record the Final Plat, which will create 28 proposed single-family residential lots. The entire Crownfield Subdivision was created from six (6) tax parcels totaling approximately 8.531-acres zoned residential, four (4) units per acre (R-4).

**Background:**

The Crownfield Subdivision preliminary application, PSUB2015-00273, was reviewed and granted preliminary approval by the Hearing Examiner on November 21, 2016 – attached as Exhibit 2. On January 9, 2017 the Hearing Examiner issued an order revising the decision after receiving a reconsideration request from the Applicant – attached as Exhibit 3.

The subject property is located on 242nd Avenue SE, south of SE 24th Street, and south of the Laurels residential developments. The King County Assessor's parcel numbers associated with this project are: 1024069180, 1024069139, 1024069104, 1024069066, 1024069055, and 1024069038.

This preliminary subdivision application vested to the City of Sammamish Municipal Code in effect on November 5, 2015. The City has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under site development permit SDP2017-00575. The improvements have been substantially completed and inspected or bonded for as detailed below.

**Tree Retention:**

The preliminary subdivision application is vested to Ordinance No. O2015-0395, which required the applicant to retain at least 35% of the significant trees outside of critical areas and/or buffers. A total of 191 significant trees were located outside of sensitive areas, thereby requiring a total of 67 significant trees to be retained. With tree credit incentives for retaining landmark and heritage trees, the site retained the equivalent of 76 trees, or 39.9% of the significant trees outside of critical areas and/or buffers. The replacement requirement is 229 total trees.

**Performance Bond:**

The applicant posted a bond for the installation of the remaining right-of-way improvements on June 1, 2018 including final lift of asphalt, curb and sidewalks in the amount of \$712,580.00.

**Landscaping Bond:**

The applicant posted a performance bond on August 7, 2017 for the landscaping and recreational improvements, including playground installation, in the amount of \$119,590.00.

**Street Impact Fees:**

The applicant paid 10% of the street impact fees in the amount of \$31,249.39 through October 20, 2015. The remaining balance of the street impact fees will be paid at the time of building permit issuance on a per lot basis for 22 of the 28 new lots with credit given for six (6) demolished single family residences.

School Impact Fees:

School Impact fees, in addition to the current administration fee, will be paid at the time of building permit issuance per lot basis for 22 of the 28 new lots with credit given for six (6) demolished residences.

Park Impact Fees:

Park Impact fees, in addition to the current administration fee, will be paid at the time of building permit issuance per lot basis for 22 of the 28 new lots with credit given for six (6) demolished 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.

**CITY OF SAMMAMISH  
WASHINGTON  
Resolution No. R2018-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, GRANTING FINAL PLAT APPROVAL OF THE  
CROWNFIELD SUBDIVISION**

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Crownfield Subdivision (FKA Penny lane South); 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 final approval to the 28-lot plat of the Crownfield Subdivision;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions. The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of November 21, 2016 and the Order Revising Decision After Reconsideration or January 9, 2017 for the preliminary plat approval of the Crownfield Subdivision, PSUB2015-00273.

Section 2. Grant of Approval. The City Council hereby grants final approval to the plat of the Crownfield Subdivision (28-lots).

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON  
THE 19th DAY OF June 2018.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Christie Malchow

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael Kenyon, City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.: R2018-\_\_\_\_\_

RECEIVED

NOV 23 2016

BEFORE the HEARING EXAMINER for the  
CITY of SAMMAMISH

CITY OF SAMMAMISH

**DECISION**

FILE NUMBER: PSUB2015-00273

APPLICANT: GGM Investments, LLC  
9675 SE 36<sup>th</sup> Street, Suite 105  
Mercer Island, WA 98040

TYPE OF CASE: Preliminary subdivision (*Penny Lane South*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: November 21, 2016

**INTRODUCTION <sup>1</sup>**

GGM Investments, LLC (GGM) seeks preliminary approval of *Penny Lane South*, a 28-lot single-family residential subdivision of an 8.53 acre site which is zoned R-4.

GGM filed a Base Land Use Application on November 5, 2015. (Exhibit 1, p. 3 <sup>2</sup>) The Sammamish Department of Community Development (the Department) deemed the application to be complete when filed. (Exhibit 3)

The subject property is located ± 400 feet south of SE 24<sup>th</sup> Street between 239<sup>th</sup> and 242<sup>nd</sup> Avenues SE. (See Findings of Fact 2 and 4, below, for a more precise description of the property's location.)

The Sammamish Hearing Examiner (Examiner) viewed the subject property on November 14, 2016.

The Examiner held an open record hearing on November 14, 2016. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit 25)

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

<sup>1</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.  
<sup>2</sup> 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.

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review day 114. 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(4)]. GGM chose to extend the deadline as necessary. (Testimony)

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

Exhibit 1:	Departmental Staff Report
Exhibits 2 – 25:	As enumerated in Exhibit 1 at pp. 22 and 23
Exhibit 26:	Annotated aerial photograph of area
Exhibit 27:	Staff-recommended conditions with changes noted
Exhibit 28:	Revised staff-recommended conditions
Exhibit 29:	General Standard Plan Notes
Exhibit 30:	Letter, TraffEx to GGM Investments, LLC, October 6, 2016
Exhibit 31:	E-mail, Chen to Harriman, November 9, 2016
Exhibit 32:	Vested-to version of SMC 21A.25.030
Exhibit 33:	Revision to p. 11, § III.A.3 of Staff Report (Exhibit 1)
Exhibit 34:	Zoning map of area: Excerpt from City zoning map

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.

### FINDINGS OF FACT

1. Neighborhood concerns about *Penny Lane South* predominantly fall into two topical areas: Traffic impact on neighborhood streets and storm water runoff control. (Exhibit 5; and testimony) The focus of this Decision, therefore, will be on those two topics.
2. The subject property is an assemblage of six parcels. The assemblage is located more or less in the center of the block formed by SE 24<sup>th</sup> Street on the north, SE 30<sup>th</sup> Street on the south, 239<sup>th</sup> Avenue SE-SE 28<sup>th</sup> Street-238<sup>th</sup> Avenue SE (239-28-238<sup>th</sup>) on the west, and 244<sup>th</sup> Avenue SE on the east. 239-28-238<sup>th</sup>, 241<sup>st</sup> Avenue SE, and 244<sup>th</sup> Avenue SE extend south to intersect SE 32<sup>nd</sup> Street. Three public rights-of-way provide access to the assemblage: 242<sup>nd</sup> Avenue SE, SE 28<sup>th</sup> Street, and 241<sup>st</sup> Avenue SE. (Exhibits 7; 26)
3. The following characteristics of the neighborhood street network are particularly relevant to the *Penny Lane South* preliminary subdivision application:

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- A. SE 24<sup>th</sup> Street and SE 32<sup>nd</sup> Street are two-lane paved public streets with posted speed limits of 35 mph. SE 32<sup>nd</sup> Street is a designated minor arterial; SE 24<sup>th</sup> Street is a designated collector arterial. (Exhibit 17, p. 4<sup>3</sup>)
- B. 244<sup>th</sup> Avenue SE is also a two-lane paved public street with a posted speed limit of 35 mph. 244<sup>th</sup> Avenue SE is a designated minor arterial. (Exhibit 17, p. 4)
- C. 242<sup>nd</sup> Avenue SE is a dedicated 60-foot wide public right-of-way extending between SE 24<sup>th</sup> and SE 28<sup>th</sup> Streets. The 242<sup>nd</sup> Avenue SE right-of-way is officially unopened, although a privately maintained dirt road exists within it from SE 24<sup>th</sup> Street southerly to about 450 feet north of SE 28<sup>th</sup> Street.<sup>4</sup> (Exhibits 5, p. 30; 7, Sheet C2; 26; and testimony)
- D. 239-28-238<sup>th</sup> is a more or less two-lane, winding, hilly (especially on its 239<sup>th</sup> segment) street complex. The transition between its three components occurs at two sharp, right-angle turns. The segment of SE 28<sup>th</sup> Street which is part of the 239-28-238<sup>th</sup> complex does not connect with the segment of SE 28<sup>th</sup> Street which lies to the east. (Exhibits 5, pp. 14, 15, 27, 38 & 39, 49 – 51, 57 & 58, 79 – 81; and 99 & 100; 26; and testimony)
- E. SE 28<sup>th</sup> Street exists as two separate segments in the vicinity of *Penny Lane South*. The western segment connects 238<sup>th</sup> with 239<sup>th</sup> Avenues SE. It appears from the exhibits in the record that the right-of-way width for that segment is only 30 feet, all located on the north side of the theoretical centerline. The 30-foot wide right-of-way of that segment ends at the west edge of the subject property. The eastern segment is a 60 foot wide right-of-way extending from the 242<sup>nd</sup> Avenue SE right-of-way easterly to 244<sup>th</sup> Avenue SE. The pavement width in this segment is about 22 feet; it has 2- to 5-foot shoulders, but no sidewalks. There is no SE 28<sup>th</sup> Street right-of-way between the 242<sup>nd</sup> Avenue SE right-of-way and the west edge of the subject property. (Exhibits 7, Sheet C2; 17, p. 4; 26)
- F. 241<sup>st</sup> Avenue SE is a two-lane paved public street extending between the south line of the subject property (essentially what would be the centerline of the SE 28<sup>th</sup> Street right-of-way if such a right-of-way existed in that location) and SE 32<sup>nd</sup> Street. 241<sup>st</sup> Avenue SE currently exists as a dead-end street: It has no connection with the constructed segments of SE 28<sup>th</sup> Street to the west or to the east. Its paved travel surface is about 20 feet wide with 1- to 3-foot shoulders. It has no sidewalks. A private driveway extends north of the end of the right-of-way on the 241<sup>st</sup> Avenue SE alignment to serve a few residences in that area. (Exhibits 5, pp. 11, 24, and 25; 7, Sheet C2; 17, p. 4; 26)

<sup>3</sup> The exhibit refers to SE 24<sup>th</sup> Street simply as a “Collector.” The correct nomenclature according to the Interim Public Works Standards (PWS) is “Collector Arterial.” [PWS.15.050.A]

<sup>4</sup> Exhibit 17 erroneously states that 242<sup>nd</sup> Avenue NE is a “two lane street[] with unpaved shoulders and ditches”. (at p. 4) It is not a two-lane street; it is a private, one+ lane gravel/dirt road. (Exhibit 30)

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4. Four of the parcels which comprise the subject property lie between the west side of the 242<sup>nd</sup> Avenue SE right-of-way and the northerly projection of the east side of 241<sup>st</sup> Avenue SE alignment, beginning about 400 feet south of SE 24<sup>th</sup> Street and extending south to the SE 28<sup>th</sup> Street alignment. The other two parcels border the west side of the 241<sup>st</sup> Avenue SE alignment, one north of the SE 28<sup>th</sup> Street alignment, the other south of the SE 28<sup>th</sup> Street alignment. (Exhibits 1, p. 5; 7, Sheet C2; 26)
5. The subject property presently contains six single-family residences and numerous accessory buildings. Most of the site is open grass and fields with 267 trees scattered around the property. No regulated environmentally sensitive areas exist on the subject property. The existing residences are served by on-site sewage disposal systems (OSS). (Exhibits 7, Sheet C2; 14; 15; 16)
6. The subject property sits astride the top of a broad ridge which generally slopes to the northeast and southwest in this area. The topographic break runs northwesterly from the 241st Avenue SE dead-end. The southwesterly 2.086 acres of the site slopes southwesterly; the remaining 6.444 acres slopes northeasterly. (Exhibit 18, Fig. 3 following p. 9) The low point of the subject property is its northeast corner at about elevation 425 feet; the elevation at the southwest corner of the subject property is about 455 feet; the elevation along the crest of the ridge is about 470 feet. (Exhibit 7, Sheet C2)
7. GGM proposes to subdivide the subject property into 28 lots for single-family residential development. All existing buildings/structures will be removed or demolished; the OSSs will be decommissioned. The current plans propose to construct a half-street<sup>5</sup> improvement within the 242<sup>nd</sup> Avenue SE right-of-way from SE 28<sup>th</sup> Street to the north end of the subject property, a half-street improvement within to-be-dedicated SE 28<sup>th</sup> Street right-of-way between just east of 242<sup>nd</sup> Avenue SE and 241<sup>st</sup> Avenue SE, a full width improvement within newly dedicated SE 28<sup>th</sup> Avenue right-of-way west of 241<sup>st</sup> Avenue SE terminating in a temporary cul-de-sac, a half-street improvement within new right-of-way dedicated for an extension of 241<sup>st</sup> Avenue SE extending approximately 500 feet north of SE 28<sup>th</sup> Street, and a new public street ("Road A") to connect the northerly end of the dedicated 241<sup>st</sup> Avenue SE right-of-way and 242<sup>nd</sup> Avenue SE. (Exhibit 7, Sheets C3 and C5) GGM proposes to construct a 5-foot wide, paved pedestrian path along the west side of 242<sup>nd</sup> Avenue SE from the north end of the subject property to SE 24<sup>th</sup> Street and apply "chip seal" to the existing privately maintained portion of 242<sup>nd</sup> Avenue SE between the north edge of the subject property and SE 24<sup>th</sup> Street. (Exhibit 7, Sheets C3 and C5, Section E)

Twenty-one of the proposed lots will be located north of SE 28<sup>th</sup> Street between 242<sup>nd</sup> and 241<sup>st</sup> Avenues SE; four of the proposed lots will be located on the north side of SE 28<sup>th</sup> Street west of 241<sup>st</sup> Avenue; and the remaining three lots will be located south of SE 28<sup>th</sup> Street west of 241<sup>st</sup> Avenue. Those latter three lots will be substantially larger than the other 25 lots. A tree retention tract (Tract A), a storm water control tract (Tract C), and a combination storm water/recreation tract (Tract B)

<sup>5</sup> A "half-street" improvement consists of more than half of a standard street. A "half-street" improvement provides 20 feet of travel surface (two 10-foot lanes), with curb, gutter, 5-foot wide planter strip, and 5-foot wide sidewalk on one side of the street. (Exhibit 7, Sheet C5, Section D)

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will be located at the north end of the subject property. A second tree retention tract (Tract D) will be located along the west edge of the subject property north of SE 28<sup>th</sup> Street. (Exhibit 7)

8. The subject property is designated on the City's adopted comprehensive plan R-4 and zoned R-4, residential development at a maximum density of four dwelling units per net acre. All nearby properties are similarly designated and zoned. (Exhibits 1. p. 5, § I.B & C; 34)
9. The maximum permissible lot yield under the subject property's R-4 zoning, calculated in accordance with procedures spelled out in the SMC, is 28. (Exhibit 6)
10. All proposed lots meet applicable zoning standards. (Exhibits 1; 7)
11. Storm water control facilities must be designed and constructed to meet the requirements of the 2009 King County Surface Water Design Manual (KCSWDM). (Exhibit 1, p. 8, § II.N)

Storm water runoff from all lots will be collected and transported to the storm water control facilities in Tracts B and C at the north end of the subject property. The system will be gravity flow: Since the north end of the site is some 30 feet lower than the south end, gravity flow is possible from the lots south of the topographic high point (Proposed Lots 22 – 28) by deep trenching the conveyance pipe(s). No storm water will be discharged to the southwest or west. (Exhibits 1; 7, Sheet C6; 18; and testimony)

Existing runoff from both the northerly and the southwesterly portions of the subject property eventually reaches Laughing Jacobs Creek. The City has approved a "drainage adjustment" to allow runoff that would normally flow off the site towards the southwest to be conveyed northerly to the detention and treatment systems in Tracts B and C and then discharged to the north. (Exhibits 1; 18; and testimony)

On-site treatment of runoff will provide Conservation Flow Control (Level 2) and Sensitive Lake Water Quality Treatment with additional requirements pursuant to the sphagnum bog menu. (Exhibits 1; 18; and testimony) Release rates from the detention facility are

required to 'match developed discharge durations to predeveloped durations for the range of predeveloped discharge rates from 50% of the two-year peak flow up to the full 50-year peak flow. [It must also] match developed peak discharge rates to predeveloped peak discharge rates for the 2 and the 10 year return periods.' (KCSWDM, Sec. 1.2).

(Exhibit 18, p. 13, § II.CR #3, ¶ 1) For the purposes of calculating required detention quantities, the portion of the site to be developed is assumed to currently be a "till forest." (Exhibit 18, p. 1, ¶ 4)

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12. GGM’s traffic consultant (TraffEx) predicts that *Penny Lane South* will generate 210 net new vehicular trips on an average weekday (AWDT).<sup>6</sup> (Exhibit 17, p. 3) It further predicts that 40% of those trips (84) will travel to and from the north via 242<sup>nd</sup> Avenue SE, 50% (105) will travel to and from the south via 241<sup>st</sup> Avenue SE, and 10% (21) will travel to and from the east via SE 28<sup>th</sup> Street. (Exhibit 17, Figure 3; absolute number calculated by Examiner from data in Exhibit 17) TraffEx counts/predicts existing/future-with-project AWDT is/will be 130<sup>7</sup>/320 (190 additional trips = 146% increase) to and from the north on 242<sup>nd</sup> Avenue SE, 200/340 (140 additional trips = 70% increase) to and from the south on 241<sup>st</sup> Avenue SE, and 140/160 (20 additional trips = 14% increase) to and from the east on SE 28<sup>th</sup> Street. (Exhibit 30, Figure 7; percentages calculated by Examiner) The volumes predicted for future-with-project reflect not only traffic generated by the residences in *Penny Lane South*, but also “reoriented neighborhood trips.” (Exhibit 17, p. 7; and testimony) “Reoriented neighborhood trips” are not “cut-through” trips, but rather trips to and from the immediate neighborhood which TraffEx predicts will choose different routes in the future when SE 28<sup>th</sup> Street is connected to 241<sup>st</sup> and 242<sup>nd</sup> Avenues SE, thus providing routes to the north and south which are not currently available. (Testimony)

Of the 210 new AWDT generated by *Penny Lane South*, TraffEx predicts that 22 trips will occur during the P.M. peak hour with 6 trips on 242<sup>nd</sup> Avenue SE to and from the north, 9 trips on 241<sup>st</sup> Avenue SE to and from the south, and 2 trips on SE 28<sup>th</sup> Avenue to and from the east. (Exhibit 17, Figure 3)

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<sup>6</sup> Credit is given for the six existing residences: 28 lots in the plat – 6 existing residences = 22 new residences.  
<sup>7</sup> The current AWDT of 130 for 242<sup>nd</sup> Avenue SE south of SE 24<sup>th</sup> Street seems irregular. The best evidence in the record indicates that 242<sup>nd</sup> Avenue SE presently serves only about eight or nine homes. (Exhibits 7, Sheet C2; 26) Since it is a dead-end, privately maintained dirt road, it carries no through traffic. TraffEx used trip generation rates of 9.52 AWDT per residence, 0.75 A.M. peak hour trips per residence, and 1.00 P.M. peak hour trips per residence to make its predictions of traffic to be generated by *Penny Lane South*. (Exhibit 17, p. 3) But TraffEx’s reported “Existing Daily Volumes” for 242<sup>nd</sup> Avenue SE of 130 AWDT (Exhibit 17, Figure 7) would represent about 14 residences at 9.52 trip ends per residence. Using TraffEx’s 9.52 AWDT rate, the eight or nine residences served by 242<sup>nd</sup> Avenue SE would be expected to generate between 76 and 86 AWDT – a little over half of what TraffEx reports.

The disparity in trip counts between the morning peak hour and the afternoon peak hour volumes on 242<sup>nd</sup> Avenue SE south of SE 24<sup>th</sup> Street is also troubling. According to TraffEx’s traffic counting sub-consultant, 3 vehicles exited and none entered 242<sup>nd</sup> Avenue SE south of SE 24<sup>th</sup> Street during the A.M. peak hour on Tuesday, April 19, 2016, while 6 vehicles entered and 7 vehicles (13 total vehicles) exited 242<sup>nd</sup> Avenue SE south of SE 24<sup>th</sup> Street during the P.M. peak hour on that same date. (Exhibit 17, Technical Appendix, unnumbered pp. 5 & 6) Those count numbers do not match even closely the trip generation rates used by TraffEx in its predictions: 3 trips ÷ 0.75 trips per residence in the A.M. peak hour = 4 residences; 13 trips ÷ 1.00 trip per residence in the P.M. peak hour = 13 residences. Assuming that the sub-consultant made accurate counts, the Examiner believes, but admits there is no evidence in the record to confirm this belief, that the disparity may be mainly due to the very small size of the sample: Just eight or nine residences on a dirt, private, dead-end road.

It appears that TraffEx extrapolated AWDT from the counted P.M. peak hour trips. The Examiner believes that extrapolated number to be unreliable.

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13. “Streets and highways are most effectively classified by their function, according to the character of the service they are intended to provide.” [PWS.15.050.A, ¶ 1] 242<sup>nd</sup> Avenue SE, 241<sup>st</sup> Avenue SE, and SE 28<sup>th</sup> Street are all classified as local streets. (Exhibit 1, p. 15, § III.B.1)

“The local street system consists of local access and minor access streets. [PWS.15.050.B.4] “Local feeder streets serve as primary access to the development from the adjacent street system. They distribute traffic from local or minor streets in residential neighborhoods and channel it to the arterial system. ... Typical ADT may range from about 400 to 1,500. Abutting residences are oriented away from the feeder.” [PWS.15.050.B.4.a] “[Minor access streets] are typically internal subdivision streets providing circulation within the subdivision or between subdivisions. ... Typical ADT may range from about 300 to 1,000.” [PWS.15.050.B.4.b]

14. Section PWS.15.100 requires developers to improve substandard streets from which a development will take access:

All new developments which obtain access from substandard public or private streets shall be required to construct all necessary street improvements to bring any street up to current City standards prior to final approval. Such improvements shall be made from the point of access to the closest intersection of a public street that meets current standards. Street improvements may include but are not limited to curb and gutter, sidewalk, street storm drainage, street lighting, traffic signal modification, relocation or installation, utility relocation, and street widening all per these standards.

15. Public Works issued a Certificate of Traffic Concurrency for *Penny Lane South* on October 20, 2015. (Exhibit 22) TraffEx predicts that all intersections through which 10 or more trips generated by *Penny Lane South* would pass during the P.M. peak hour will operate at acceptable levels of service. (Exhibit 17, p. 10, Table 2<sup>8</sup>)

16. The record contains evidence that appropriate provisions have been made for open space (Exhibits 1; 7); drainage (Exhibits 1; 7; 18); potable water supply (Exhibits 1; 7; 12); sanitary wastes (Exhibits 1; 7; 12. All OSSs will be decommissioned.); parks and recreation (Exhibits 1; 7); playgrounds (Exhibits 1; 7); schools and schoolgrounds (Exhibit 1); and safe walking conditions for children who walk to school (Exhibits 1; 7; 11: The path along the west side of 242<sup>nd</sup> Avenue SE between the site and SE 24<sup>th</sup> Street will lead to the current school bus stop on SE 24<sup>th</sup> Street.). The proposed design does not use alleys; other public ways are not required. The record contains no request for transit stops.

<sup>8</sup> TraffEx predicts that less than 10 trips from *Penny Lane South* will pass through the 244<sup>th</sup> Avenue SE/SE 32<sup>nd</sup> Street intersection during the P.M. peak hour. Therefore, its LOS E condition has no bearing on *Penny Lane South* since 10 trips in the peak hour is the threshold for requiring mitigation under the SMC. (Testimony)

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17. Sammamish first enacted tree retention/preservation regulations in or around 2005. [Ordinance No. O2005-175] Those regulations were contained in former SMC 21A.35.210 - .240. In 2014 the City enacted emergency, interim revisions to those code sections. The interim regulations were in effect from October 14, 2014 to October 14, 2015. [Ordinance Nos. O2014-375 and O2015-390] Those interim regulations were repealed and replaced by Chapter 21A.37 SMC, Development Standards – Trees, effective October 14, 2015. [Ordinance No. O2015-395]

The subject application is vested to the current tree regulations.

18. 191 viable significant trees were catalogued on the subject property, located primarily at the north end and southwest corner of the site. (Exhibits 7, Sheet C7; 15) Current tree retention regulations require that 50% of significant trees located in certain erosion hazard areas be retained regardless of zoning classification and/or 35% of significant trees outside of critical areas and their buffers be retained in a development on land zoned R-4. [SMC 21A.37.250(1)(a) & (c)] There are no regulated environmentally critical areas on the subject property. (Exhibit 14) Incentives are available for preservation of specific types of trees in specified circumstances. [SMC 21A.37.270(4)] GGM is required to preserve 67 trees, but proposes to retain only 62 significant trees. However, 15 of the retained trees are heritage trees and three are landmark trees, which increases the tree retention number to the equivalent of 76 retained trees or 39.9% retention when earned incentive credits are applied. 129 significant trees are proposed to be removed, triggering the replacement requirements of SMC 21A.37.280. 229 replacement trees are proposed to be planted throughout the site, primarily in Tracts A - D. (Exhibits 7, Sheets L-1 & L-2; 15; and testimony)
19. Sammamish’s State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Penny Lane South* on October 3, 2016. (Exhibit 1, p. 1) The DNS was not appealed. (Testimony)
20. The Department’s Staff Report (Exhibit 1) provides a detailed exposition of facts related to all criteria for preliminary subdivision approval. GGM concurred in full in the Findings and Conclusions set forth in that report except as noted below. (Testimony) The record contains no challenge to the content of that report. Therefore, the Findings and Conclusions/Analysis within the Staff Report are incorporated herein as if set forth in full with the following exceptions:
  - A. Pages 1 and 3. The correct name of the applicant is GGM Investments, LLC, not GGM Investors. (Exhibits 2; 3; 7; *et al.*)
  - B. Page 7, § II.F. The lot coverage figure in this Finding does not reflect the code requirements to which *Penny Lane South* is vested. The correct lot coverage maximum is 55% for lots larger than 9,076 SF and 70% for lots less than 9,076 SF. (Exhibit 32; and testimony)
  - C. Page 9, § II.Z. This Finding mischaracterizes the Public Works request which it is attempting to summarize. The Finding states that there was a “Public Works Department requirement

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that 241<sup>st</sup> Ave SE be extended to the north to connect with SE 24<sup>th</sup> Street.” In fact, in an August 11, 2016, memorandum Public Works requested that right-of-way for 241<sup>st</sup> Avenue SE be extended “throughout, and have no future connection to the north blocked by any permanent construction.” (Exhibit 19, August 11, 2016, Strasbourger Memorandum, p. 2, Comment 5) GGM’s counsel objected to the request to dedicate right-of-way for 241<sup>st</sup> Avenue SE “to the northern boundary of the plat” in a September 13, 2016, letter. (Exhibit 21) Public Works dropped its request later in September. (Exhibit 19, September 30, 2016, Strasbourger Memorandum, p. 1, Comment 6)

Therefore, the first sentence in § II.Z should read: “The applicant’s legal counsel objected to the Public Works Department requirement that 241<sup>st</sup> Avenue SE be extended to the north edge of the plat to provide for a future connection to SE 24<sup>th</sup> Street to the north.” The remainder of the section is accurate.

- D. Page 10, § III.A.1.c. The correct date of issuance of the SEPA DNS was October 3, 2016, not September 30, 2016. (Testimony)
  - E. Page 11, § III.A.3. The text in this section is an inadvertent duplication of the text in § III.A.2 immediately preceding. The correct text for this section is contained in Exhibit 33 which the Department presented during the hearing. (Testimony)
21. Public Works has advised GGM of the General Standard Plan Notes which will be applicable to development of *Penny Lane South*. (Exhibit 29)
  22. The Department recommends approval of *Penny Lane South* subject to Revised Recommended Conditions. (Exhibit 28<sup>9</sup>)
  23. GGM requested a change to Revised Recommended Conditions 3 and 4. As presented, those conditions require that there be 1.5 feet between the back of the sidewalk and the edge of the right-of-way for the improvements to SE 28<sup>th</sup> Street and 241<sup>st</sup> Avenue SE. (Exhibit 28, Revised Recommended Conditions 3 and 4) GGM argues that where, as in these two situations, half-street improvements are required along the edge of a development parcel, the 1.5 foot strip would require a greater off-set to the travel lane centerlines. GGM stated that Public Works has traditionally omitted the 1.5 foot strip in such situations. (Testimony)

Public Works did not respond to or comment on GGM’s request during the hearing.

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<sup>9</sup> The Department revised its Recommended Conditions between issuance of its Staff Report and the date of the hearing. The originally recommended conditions are contained in Exhibit 1 at pp. 19 – 22. Exhibit 27 is an annotated copy of those originally recommended conditions showing (in red) the disposition of each condition. Exhibit 28 is a “clean” copy of the Revised Recommended Conditions.

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The submitted plans depict the 1.5 foot strip on the 241<sup>st</sup> Avenue SE cross section, but not on the SE 28<sup>th</sup> Street cross-section. (Exhibit 7, Sheet C5, Cross Sections C and B, respectively)

24. The *Penny Lane South* application has engendered substantial interest from residents who live in the immediate area surrounding the proposal. Neighborhood concern is nearly exclusively focused on two topics: Traffic impact and drainage. (Exhibit 5; and testimony) Those with traffic concerns live in three different areas around the subject property.

Residents along the 239-28-238 corridor. Those residents oppose opening SE 28<sup>th</sup> Street between 239<sup>th</sup> and 241<sup>st</sup> Avenues SE because of the narrow, hilly nature of the 239-28-238 corridor and the sharp right angle transition between SE 28<sup>th</sup> Street and 238<sup>th</sup> Avenue SE. (Exhibit 5, comments from Silverman (p. 14), Burge (p. 15), Collette (p. 99 & 100), Oldham (p. 27), Jepsky (pp. 32, 57, & 58), Rogers (pp. 38 & 39), Hallauer (pp. 49 – 51), Dreyfus (p. 52), Thomas (pp. 62 & 63), and Cornell (pp. 79 – 81)<sup>10</sup>; and testimony) GGM concurs in the concerns of those residents. (Testimony) The current proposal will not connect SE 28<sup>th</sup> Street between 239<sup>th</sup> and 241<sup>st</sup> Avenues SE. (Exhibit 7) Therefore, no project traffic will be able to access the 239-28-238 corridor.

Residents who live on 241<sup>st</sup> Avenue SE. Generally speaking, these residents do not want their street connected to SE 28<sup>th</sup> Street because they fear that traffic will be diverted from 244<sup>th</sup> Avenue SE to the 242<sup>nd</sup> Avenue SE-SE 28<sup>th</sup> Street-241<sup>st</sup> Avenue SE route between SE 24<sup>th</sup> and SE 32<sup>nd</sup> Streets. They want there to be no connection between SE 28<sup>th</sup> Street and 241<sup>st</sup> Avenue SE so there can be no “cut-through” traffic; they like their dead-end street. The absence of that connection would route all *Penny Lane South* traffic either north on 242<sup>nd</sup> Avenue SE or east on SE 28<sup>th</sup> Street. (Exhibit 5, comments from Roth (pp. 11 – 13, & 86) and Leibsohn (pp. 24, 25, & 82 – 84)) TraffEx does not believe the connection would generate much cut-through traffic as the route would be similar to the existing 239-28-238 route which does not experience much cut-through traffic. (Exhibit 30)

Residents along 242<sup>nd</sup> Avenue SE. The one family in this area which commented has no objection to the project so long as 242<sup>nd</sup> Avenue SE is improved to City standards all the way to SE 24<sup>th</sup> Street and their property is not harmed in the process. (Exhibit 5, comment from Goff (pp. 29 & 30))

The drainage concerns come from those whose property lies downslope from the southwest portion of the subject property. Some of them have already experienced localized lot flooding due to clearing by a previous owner of portions of that southwestern area. They seek assurances that storm water runoff will not be discharged towards the west and their properties. (Exhibit 5, comments from Rogers (pp. 38 & 39), Hallauer (pp. 49 – 51), Jepsky (pp. 57 & 58), Thomas (pp. 62 & 63), and Cornell (pp. 79 – 81); and testimony) As previously noted, storm water runoff from the southwest

<sup>10</sup> A group of 239-28-238 corridor residents retained an attorney in late 2015 to write a letter to the City on their behalf. The letter expressed concerns about access to substandard streets, tree removal, storm water runoff, alleged conflict with old private covenants, and alleged impact on a Sammamish Plateau Water (formerly known as Sammamish Plateau Water and Sewer District) nearby water well. (Exhibit 5, pp. 2 – 10)

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portion of the site will be collected and piped to the detention/treatment facilities in Tracts B and C at the north end of the project.

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

### LEGAL FRAMEWORK <sup>11</sup>

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]

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:

<sup>11</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

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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 November 5, 2015.

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 the concerns raised are essentially limited to two topics: Traffic and drainage. This decision will address the concerns raised by the public first and then provide summary Conclusions of Law for unchallenged topics.

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2. No response to the traffic concerns of those living along the 239-28-238 corridor is required as the proposal will not connect to that corridor and no traffic from the development will use that corridor.
3. “Cut-through” traffic is a major concern of those living along 241<sup>st</sup> Avenue SE. GGM submitted a cut-through analysis prepared by a professional traffic consultant; those opposing connections between the streets serving *Penny Lane South* presented only lay opinion. Expert-generated studies should generally be accorded greater weight than lay opinion absent clear bias, error, or fraud. In this case, none of those three defects apply to TraffEx’s work with the sole exceptions of the Examiner’s concern regarding the accuracy of the current ADT count on 242nd Avenue SE and the improper description of that privately maintained road.

A future 242<sup>nd</sup> Avenue SE-SE 28<sup>th</sup> Street-241<sup>st</sup> Avenue SE north-south route simply does not appear to hold any advantage over the current 244<sup>th</sup> Avenue SE north-south route. 244<sup>th</sup> Avenue SE is a designated arterial with a posted speed limit of 35 mph. (Exhibit 17, p. 4) There are no stops along it between SE 24<sup>th</sup> and 32<sup>nd</sup> Streets: The side streets are controlled by stop signs. (*Ibid.*) A future 242<sup>nd</sup> Avenue SE-SE 28<sup>th</sup> Street-241<sup>st</sup> Avenue SE north-south route would be a local street system, presumably with a 25 mph posted speed limit and partly constructed to only a half-street section. It would have at least one stop sign (at the 242<sup>nd</sup> Avenue SE/SE 28<sup>th</sup> Street intersection) and require at least two 90° turns. It simply will be a slower, more circuitous route which would have no time benefit over 244<sup>th</sup> Avenue SE.

The preponderance of the evidence and inferences reasonably made based upon that evidence supports a conclusion that a future 242<sup>nd</sup> Avenue SE-SE 28<sup>th</sup> Street-241<sup>st</sup> Avenue SE north-south route will not attract significant “cut-through” traffic.

4. 241<sup>st</sup> Avenue SE is a two-lane, approximately 20-foot wide, paved public street which runs in a straight line between SE 28<sup>th</sup> and SE 32<sup>nd</sup> Streets. (Exhibits 17, p. 4; 26) Its current AWDT is 200. It is not an arterial. (Exhibit 17, p. 4) 241<sup>st</sup> Avenue SE is not unlike many existing, non-arterial streets in the City. The anticipated maximum AWDT for a local access street is between 400 – 1,500. (Finding of Fact 13, above.) TraffEx predicts that *Penny Lane South* will result in a 140 vehicle increase in AWDT on 241<sup>st</sup> Avenue SE. (Exhibit 17, Figure 7) While an increase of 140 vehicles is an approximate 75% increase, the absolute increase results in a volume (340 AWDT) well below the anticipated maximum for a local street. The Examiner finds no reason to prevent 241<sup>st</sup> Avenue SE from being used as it was intended to be used: A through street in the neighborhood’s network of streets.
5. SE 28<sup>th</sup> Street is similar to 241<sup>st</sup> Avenue SE, albeit a shorter street. Like 241<sup>st</sup> Avenue SE, it is a two-lane, paved, non-arterial City street providing access to a designated arterial. Its AWDT with the project is predicted to be even lower than that of 241<sup>st</sup> Avenue SE: only 160 AWDT.<sup>12</sup> The

<sup>12</sup> A pending nine-lot land division located near 244<sup>th</sup> Avenue SE between SE 30 and 32<sup>nd</sup> Streets was mentioned as a cause for traffic concern. It is unreasonable to believe that any traffic from those lots would use SE 28<sup>th</sup> Street except to visit friends living on that street.

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Examiner finds no reason to prevent SE 28<sup>th</sup> Street from being used as it was intended to be used: A through street in the neighborhood's network of streets.

6. 242<sup>nd</sup> Avenue SE presents a vastly different situation. Although it is a dedicated public right-of-way, there is presently no publicly maintained street within that right-of-way. The dirt road that is currently in use is privately maintained by the few residents who have to use it. According to TraffEx's predictions, development of *Penny Lane South* will add 190 new trips to 242<sup>nd</sup> Avenue SE to and from SE 24<sup>th</sup> Street. That would be a tremendous burden to put on a privately maintained dirt road, even if a chip seal coat were applied to the road's surface. In addition, allowing it to be used by *Penny Lane South* traffic while remaining a private road would create a significant maintenance responsibility/cost-sharing mess.

242<sup>nd</sup> Avenue SE south of SE 24<sup>th</sup> Street is woefully substandard. The requirements of PWS.15.100 (See Finding of Fact 14, above.) are most definitely applicable to any use of 242<sup>nd</sup> Avenue SE by *Penny Lane South*. The current proposal does not comport with PWS.15.100 and would clearly not serve the public use and interest, nor would it make appropriate provisions for streets, nor would it serve the public safety and welfare.

Only two choices are apparent: Either provide a "half-street" improvement for 242<sup>nd</sup> Avenue SE between *Penny Lane South* and SE 24<sup>th</sup> Street or block off 242<sup>nd</sup> Avenue SE at the north end of the development so that no *Penny Lane South* traffic could use it. The problem with the latter option is that all of the traffic impact predictions in this hearing record presume that 40% of project traffic will use 242<sup>nd</sup> Avenue SE to and from SE 24<sup>th</sup> Street. The traffic impact analysis would have to be completely redone if a north route using 242<sup>nd</sup> Avenue SE were not available. In that case, the Examiner could not approve the proposal; it would have to be returned to GGM for correction. In order to approve *Penny Lane South*, the Examiner will amend Revised Recommended Condition 5 to require half-street improvements all the way to SE 24<sup>th</sup> Street. Such a requirement meets the "nexus and rough proportionality" requirements of RCW 82.02.020 and case law: 40% of *Penny Lane South's* traffic will travel over that street; a half-street improvement is the least that can be provided to comply with the PWS; a half-street improvement will provide a safe route for motorists from *Penny Lane South*.

7. The drainage concerns of residents living southwest of the subject property are quite understandable. On the face of it one wonders how land that slopes to the southwest can be drained to the north. But the testimony and evidence indicates that such as actually quite possible because the north end of the site is substantially lower than is the southwest corner and pipes can be buried deep beneath the ridge to convey collected water to the north. Compliance with the proposed preliminary drainage plan should provide the protection desired by the neighbors.
8. One commenter expressed concern over the loss of wildlife habitat due to development of the subject property. (Exhibit 5, p. 27 (Oldham comment)) Wildlife presently living on the portions of the site which will be converted into streets and house lots will, most likely, be lost. That loss is a direct

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result of the legislative decision to urbanize this area. Urbanization is, generally speaking, incompatible with most wildlife species habitat, especially for animals such as deer, bear, coyote, etc. The legislative decision to designate and zone the area for urbanization amounts to a conscious choice of human habitat over wildlife habitat. That legislative choice is not debatable in the context of this (or any other quasi-judicial) application.

9. As for the concerns raised in Exhibit 5, pp. 2 – 10, which have not as yet been addressed, none require any special actions. Tree removal and replacement will be in accord with the current tree retention regulations. Although private covenants are not enforceable by the City, it should be noted that GGM has sized the three lots that are within the area subject to historical covenants (Proposed Lots 26 – 28) to comport with the size requirements of those covenants. And finally, Sammamish Plateau Water is aware of this application and submitted comments. (Exhibits 12; 19, last unnumbered page) Sammamish Plateau Water did not raise any concern about contamination of its well. The Examiner will not impose a condition where the water purveyor does express any concerns.
10. Section 20.10.200 SMC requires the Examiner to consider a number of items, including “the interim comprehensive plan”. The Examiner’s ability to use the comprehensive plan in project review is constrained by state law which states that the comprehensive plan is applicable only where specific development regulations have not been adopted: “The review of a proposed project’s consistency with applicable development regulations or, in the absence of applicable regulations the adopted comprehensive plan ....” [RCW 36.70B.030(1)]

The state Supreme Court addressed that provision in *Citizens v. Mount Vernon* [133 Wn.2d 861, 947 P.2d 1208 (1997), *reconsideration denied*] in which it ruled that “[RCW 36.70B.030(1)] suggests ... a comprehensive plan can be used to make a specific land use decision. Our cases hold otherwise.” [at 873]

Since a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts surrounding the appropriate use are resolved in favor of the more specific regulations, usually zoning regulations. A specific zoning ordinance will prevail over an inconsistent comprehensive plan. If a comprehensive plan prohibits a particular use but the zoning code permits it, the use would be permitted. These rules require that conflicts between a general comprehensive plan and a specific zoning code be resolved in the zoning code’s favor.

[*Mount Vernon* at 873-74, citations omitted]

11. Based upon all the evidence in the record, the Examiner concludes that *Penny Lane South* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies, to the extent they can be considered, and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.

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12. Given all the evidence in the record and considering the preceding Conclusions of Law, the Examiner concludes that *Penny Lane South* complies with the review criteria of SMC 20.10.220(1). The proposed subdivision allows development at the density expected under the Comprehensive Plan, does not thwart future development of surrounding properties, and makes appropriate provision for all items listed in that code section.
13. Given all the evidence in the record and considering the preceding Conclusions of Law, the Examiner concludes that *Penny Lane South* will serve the public use and interest and will thus comply with the review criteria of SMC 20.10.220(2).
14. The Revised Recommended Conditions of approval as set forth in Exhibit 28 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
  - A. Revised Recommended Condition 1. The concluding clause (beginning with “and”) is unnecessary: The conditions of approval are those specified by the Examiner.
  - B. Revised Recommended Conditions 3 and 4. The Examiner is frankly at somewhat of a loss as to what to do about GGM’s request that the 1.5 foot strip behind the sidewalks be omitted. Public Works said nothing about this request during the hearing, so the Examiner is left without any guidance from City staff.

In the Examiner’s experience with the City, subdivision conditions akin to Revised Recommended Conditions 3 and 4 usually conclude with a clause such as “and any variation from the standards approved by the City Engineer.” (See, e.g., PSUB2015-00264, *Cedar Hill*, Examiner Decision dated September 20, 2016, Condition 9.) Such a clause would be appropriate here. It is the Examiner’s understanding from Public Works testimony in prior hearings that PWS variations may be requested at virtually any point in the development process. If subsequent circumstances arise which, in the opinion of the City Engineer, warrant approval of a PWS Variation of some sort, the authority to consider and grant such a request should not be blocked by language in the subdivision decision. This is a technical issue which has very little bearing on whether the proposed subdivision should be approved.

- C. Revised Recommended Condition 5. As discussed above, the Examiner will modify this condition to require half-street improvements north to SE 24<sup>th</sup> Street and to remove the taper requirement. The only alternative to such a change would be return of the application to GGM for correction. In addition, the “variation” clause discussed above will be added to this condition.
- D. The face of the final plat should include a note regarding payment of school, park, and traffic impact fees. Revised Recommended Condition 2 advises the developer that such fees are payable in accordance with adopted code. But such an advisory to the developer is

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insufficient given that current code provides a mechanism by which payment of all such fees may be deferred beyond final plat approval. Including a notice of such deferral on the face of the final plat provides proper disclosure to prospective purchasers of fees that may be required when buildings are constructed. The Examiner will add an appropriate note.

- E. Department Recommended Conditions in previous cases have included two conditions regarding tree retention that were to appear on the face of the final plat. (See, e.g., *Inglewood Landing*, PSUB2015-00014, Conditions D.14 and D.15, hearing held October 25, 2016, Decision issued November 1, 2016.) Similar conditions are not included in the current Department recommendation. Staff agrees that an appropriately worded version<sup>13</sup> of each should appear on the face of the plat to provide disclosure to prospective owners of tree cutting restrictions. (Testimony) Those conditions will be added.
- F. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 3 – 5 and 14 – 17 (italicizing the text to comport with the section heading) will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.

15. 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 *Penny Lane South* **SUBJECT TO THE ATTACHED CONDITIONS.**

Decision issued November 21, 2016.

  
 \_\_\_\_\_  
 John E. Galt  
 Hearing Examiner

**HEARING PARTICIPANTS<sup>14</sup>**

Maher Joudi

Ryan Harriman

<sup>13</sup> *Inglewood Landing* was vested to the interim tree retention regulations. Therefore, the wording would have to be slightly different for *Penny Lane South* which is vested to the current regulations.

<sup>14</sup> The official Parties of Record register is maintained by the City’s Hearing Clerk.

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David Jepsky  
 Frank Thomas  
 Greg Hallauer  
 Diane Jepsky  
 Brent Carson, unsworn counsel

Leland Rogers  
 Tim Collette  
 Jana Rogers  
 Larry Hobbs  
 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, 801 228<sup>th</sup> 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.”

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**CONDITIONS OF APPROVAL**  
***PENNY LANE SOUTH***  
**PSUB2015-00273**

This Preliminary Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, the General Standard Plan Notes as set forth in hearing Exhibit 29, and the following special conditions:

**General Conditions**

1. Exhibit 7 is the approved preliminary plat (and supporting plans), subject to revisions required by these conditions of approval. Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. The Plator or subsequent owner(s) shall comply with the payment of street impact fees, impact fees for park and recreational facilities, and school impact fees in accordance to SMC Chapters 14A.15, 14A.20, and 21A.105, respectively.

**Site Development Permit Special Conditions:**

3. SE 28th Street is classified as a local road with no existing right of way along the plat frontage. The local road right of way is 60 feet. Therefore, a right of way dedication is required for a 32-foot width along the project frontage. Half-street improvements are required consistent with local road standards, providing sufficient width of pavement for emergency vehicle access requirements, 6-inch wide curb, 5-foot wide planter strip, 5-foot sidewalk, and 1.5-foot area behind the sidewalk or consistent with any variation from the standards approved by the City Engineer.
4. 241st Avenue SE is classified as a local road with no right of way along the plat frontage. The local road right-of-way is 60 feet. Therefore, a right of way dedication is required for a 32-foot width along the project frontage of only half the street and a 60-foot width along the portion that is totally within the project. Half-street and full street improvements are respectively required consistent with local road standards, providing sufficient width of pavement for emergency vehicle access requirements, 6-inch wide curb, 5-foot planter strip, 5-foot sidewalk, and 1.5-foot area behind the sidewalk or consistent with any variation from the standards approved by the City Engineer.
5. 242nd Avenue SE is classified as a local road with a full 60-foot wide right of way along the plat frontage. The local road right of way is 60 feet. Half-street improvements are required consistent with local road standards, providing sufficient width of pavement for emergency vehicle access requirements, 6-inch wide curb, 5-foot wide planter strip, 5-foot sidewalk, and 1.5-foot area behind the sidewalk or consistent with any variation from the standards approved by the City Engineer. The half-street improvement shall extend northerly to the SE 24<sup>th</sup> Street intersection.

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6. Road A is classified as a local road with no current right of way width. The local road right-of-way width is 60 feet. A right of way dedication is required for a 60-foot width along the full length of the road consistent with a local road standard.

**Prior to or Concurrent with Final Plat:**

7. Frontage on SE 28th Street shall be dedicated as public right-of-way. All work on SE 28th Street required by the Site Development Permit and/or right-of-way permits shall be completed.
8. Frontage on 241st Avenue SE shall be dedicated as public right-of-way. All work on 241st Avenue SE required by the Site Development Permit and/or right-of-way permits shall be completed.
9. Road A shall be dedicated as public right-of-way. All work on Road A required by the Site Development permit shall be completed.
10. Offsite improvements shall be fully constructed, including all work on 242nd Avenue SE required by the Site Development Permit and/or right-of-way permits shall be completed.
11. A public stormwater easement shall be provided for access, inspection, maintenance, repair, and replacement of the detention and water quality facilities within Tracts B and C.
12. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, bioswale, and infiltration pond. Final lift of asphalt may be bonded except as indicated.
13. Any offsite stormwater easements required by the stormwater design shall be recorded.

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

14. *“Maintenance of all landscape strips along the plat roads shall be the responsibility of the Homeowners Association or adjacent property owners. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.”*
15. *“Maintenance of landscaping outside the stormwater bioswale interior embankments and above the vault shall be the responsibility of the Homeowners Association.”*
16. *“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.”*
17. *“All building permits shall be subject to 2009 King County Surface Water Design Manual Appendix C to determine the best management practices for all surface water runoff. All connections of roof drains shall be constructed and approved prior to final building inspection approval.”*

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18. The platlor shall include a note regarding the payment of all street, park, and school impact fees consistent with the provisions of Chapters 14A.15, 14A. 20, 14A.25, and 21A.105 SMC as the same exist at the time the final plat is being approved. The note shall indicate whether fees have already been fully paid, partially paid, or deferred. Specific language shall be reviewed and approved by the City prior to final plat approval.
19. Trees retained in accordance with Chapter 21A.37 SMC 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.
20. *“Trees identified on the face of this plat have been retained pursuant to the provisions of Chapter 21A.37 SMC. Retained trees are subject to the tree protection standards of Chapter 21A.37 SMC. 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 Chapter 21A.37 SMC.”*

**Prior to City Acceptance of Improvements:**

21. Prior to acceptance into the Maintenance and Defect period, project close-out documents including, the final acceptance of the construction punch list, as-builts and final corrected Technical Information Report shall be submitted to Public Works for approval.

**BEFORE THE HEARING EXAMINER for the  
CITY of SAMMAMISH**

**ORDER REVISING A DECISION  
AFTER  
RECONSIDERATION**

FILE NUMBER: PSUB2015-00273

APPLICANT: GGM Investments, LLC  
9675 SE 36<sup>th</sup> Street, Suite 105  
Mercer Island, WA 98040

TYPE OF CASE: Preliminary subdivision (*Penny Lane South*)

**RECEIVED**

JAN 14 2017

**CITY OF SAMMAMISH**

**WHEREAS**, on November 21, 2016, the City of Sammamish Hearing Examiner (Examiner) issued a Decision in the above-entitled matter (Exhibit 35 for identification); and

**WHEREAS**, on November 30, 2016, GGM Investments, LLC (GGM) filed a timely Motion for Reconsideration (the Motion) which seeks revision of Conclusion of Law 6, elimination of Conclusion of Law 14.C, and revision of Condition 5, all relating to the Decision’s requirement that a half-street improvement be provided on 242<sup>nd</sup> Avenue SE between the north boundary of the subdivision and SE 24<sup>th</sup> Street (the Extended Half-Street Improvement) (Exhibits 36 – 38 for identification); and

**WHEREAS**, on December 1, 2016, the Examiner issued an Order inviting comments on the Motion from parties of record and set December 15, 2016, as the deadline for submittal of such comments. That date was subsequently extended to January 4, 2017 (Exhibits 40, 41, and 46 for identification); and

**WHEREAS**, responsive, written comments were submitted by Brian Liebsohn (Liebsohn) (Exhibit 42 for identification), Doug Roth (Roth) (Exhibit 43 for identification), and the City of Sammamish (City) (Exhibits 44 and 45 for identification); and

**WHEREAS**, for record keeping purposes, the Examiner herewith assigns exhibit numbers for identification to those documents generated/submitted during the reconsideration process:

- Exhibit 35: Decision, PSUB2015-00273, November 21, 2016
- Exhibit 36: Motion for Reconsideration, filed November 30, 2016
- Exhibit 37: Declaration of Maher Joudi, filed November 30, 2016
- Exhibit 38: Declaration of Larry Hobbs, filed November 30, 2016, with Exhibit A (to be cited as Exhibit 38A): Penny Lane South Plat Traffic Impact Analysis, October 21, 2015)
- Exhibit 39: City of Sammamish’s Request to Respond to Motion For Reconsideration, filed December 1, 2016

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- Exhibit 40: Order Accepting a Motion for Reconsideration and Inviting Comments, issued December 1, 2016
- Exhibit 41: Revised Order Accepting a Motion for Reconsideration and Inviting Comments, issued December 12, 2016
- Exhibit 42: E-mail, Brian Liebsohn comments, December 21, 2016
- Exhibit 43: E-mail, Doug Roth comments, December 27, 2016
- Exhibit 44: City of Sammamish's Response to Applicant's Motion for Reconsideration, filed December 29, 2016
- Exhibit 45: Declaration of Andrew Zagars, filed December 29, 2016
- Exhibit 46: E-mail, Hearing Examiner to Deputy City Clerk, January 1, 2017 (correcting error in setting comment period end); and

**WHEREAS**, after considering the Motion, its related Declarations, the responsive comments of Liebsohn, Roth, and the City, and the Zagars Declaration, the Examiner herewith issues the following Supplemental Findings of Fact and Supplemental Conclusions of Law:

**SUPPLEMENTAL  
FINDINGS of FACT**

1. The Examiner did not discuss use of and improvements to 242<sup>nd</sup> Avenue SE between the subdivision and SE 24<sup>th</sup> Street during the hearing because it was not until the deliberation process that the Examiner realized that the record indicated only that the existing gravel/dirt road would simply be chip sealed. The Examiner worked within the confines of the then available evidence to formulate the Decision.
2. The Motion asks the Examiner to revise Condition 5 to remove the Extended Half-Street Improvement requirement and allow the developer to widen and chip seal 242<sup>nd</sup> Avenue SE between the north edge of the subdivision and SE 24<sup>th</sup> Street as proposed by GGM or, in the alternative, either 1) allow 242<sup>nd</sup> Avenue SE to be barricaded at the north edge of the subdivision to prevent traffic to and from SE 24<sup>th</sup> Street, or 2) retain the Extended Half-Street Improvement requirement with a clause allowing the developer, "in its sole discretion," to determine during engineering plan review if such an improvement is feasible. (Exhibit 36 for identification; quote from p. 10, l. 14)
3. Both the record that was before the Examiner at the close of the hearing and the record now before the Examiner indicate that a 60 foot wide public right-of-way exists between SE 24<sup>th</sup> and SE 28<sup>th</sup> Streets along the 242<sup>nd</sup> Avenue SE alignment. (Exhibits 5, p. 104; 7, Sheet C2; 45 for identification, p. 2, ll. 4 & 5)
4. The Decision stated that a privately maintained, one-lane, gravel/dirt road exists within the 242<sup>nd</sup> Avenue SE right-of-way between SE 24<sup>th</sup> Street and a point about 450 feet north of SE 28<sup>th</sup> Street. (Exhibit 35 for identification, Finding of Fact 3.C (and its associated Footnote 4), Finding of Fact 7

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(first paragraph, last sentence), and Conclusion of Law 6 (first paragraph)) The City Engineer now states in Exhibit 45 for identification that the one-lane, gravel/dirt road “is open for public use” and “is also maintained by the City”. (Exhibit 45 for identification, p. 2, ll. 5 & 8) That information was not known to the Examiner when the Decision was prepared.

5. The record that was before the Examiner at the close of the hearing did not reveal the discussions between GGM and City staff that led to the proposal regarding use of and improvements to 242<sup>nd</sup> Avenue SE between the subdivision and SE 24<sup>th</sup> Street.
6. The record now before the Examiner indicates that GGM initially proposed installing a barrier across 242<sup>nd</sup> Avenue SE at the north edge of the subdivision to prevent all traffic flow between SE 24<sup>th</sup> and 28<sup>th</sup> Streets via 242<sup>nd</sup> Avenue SE. (Exhibits 37 for identification, p. 2, ll. 8 – 15; 38 for identification, p. 2, ll. 8 – 17; 38A for identification, p. 1 and Figure 3) City staff preferred that a connection between SE 24<sup>th</sup> and 28<sup>th</sup> Streets be made with development of *Penny Lane South*. Because of drainage control complexities associated with a half-street improvement between the subdivision and SE 24<sup>th</sup> Street,<sup>1</sup> City staff and GGM reached a compromise improvement to allow opening that section of 242<sup>nd</sup> Avenue SE. (Exhibits 37 for identification, pp. 2 – 4; 38 for identification, pp. 3 and 4)
7. Only the rudiments of that compromise were contained in the record that was before the Examiner at the close of the hearing. The only indication of those improvements in that record was the call-out on one sheet of Exhibit 7. That call-out states only “Existing gravel drive to be chip sealed” (All caps format omitted). The call-out provides no indication of the width of the travel surface that would result nor of any improvement to the existing surface that would be made prior to application of the chip seal coat. (Exhibit 7, Sheet C5, Section E)
8. The record now before the Examiner indicates that GGM proposes to gravel 242<sup>nd</sup> Avenue SE between the subdivision and SE 24<sup>th</sup> Street to create a 20-foot wide travel surface which will then be chip sealed. (Exhibits 37 for identification, pp. 3 and 4, beginning with line 22 on p. 3; 38 for identification, p. 2, ll. 18 – 23) The resulting 20-foot wide travel surface will be essentially the same width as currently exists on 241<sup>st</sup> Avenue SE south of the subdivision.
9. Both the record that was before the Examiner at the close of the hearing and the record now before the Examiner indicate that GGM proposes to construct a 5-foot wide, hard-surfaced walkway along 242<sup>nd</sup> Avenue SE between the north edge of the subdivision and SE 24<sup>th</sup> Street with an extruded curb

<sup>1</sup> Stormwater runoff from a paved street would have to be collected, detained, and treated. Since the terrain slopes downhill from the north edge of the subdivision towards SE 24<sup>th</sup> Street, the required detention and treatment could not occur within the subdivision’s drainage facilities: They will be at a higher elevation than the north end of 242<sup>nd</sup> Avenue SE. The required facilities could not be placed within the existing right-of-way (inadequate area). Property would have to be acquired from one or more abutting property owners to construct the required facilities. (Exhibit 37 for identification, pp. 2 and 3, §§ 9 – 11)

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separating the walkway from the chip sealed travel lanes. (Exhibits 7, Sheets C3 and C5 (Section E); 35 for identification, p. 7, Finding of Fact 16; 37 for identification, p. 4, ll. 1 – 4) GGM is not requesting any relief from construction of that walkway.

10. The record that was before the Examiner at the close of the hearing did not provide any information regarding trip distribution were access not available over 242<sup>nd</sup> Avenue SE between the subdivision and SE 24<sup>th</sup> Street. (Exhibit 17)
11. The record now before the Examiner includes the original traffic impact analysis prepared by TraffEx in October, 2015. (Exhibit 38A for identification) That analysis indicates that the 40% of *Penny Lane South* trips projected to travel north would use SE 28<sup>th</sup> Street to reach 244<sup>th</sup> Avenue SE to travel to and from the north if the 242<sup>nd</sup> Avenue SE connection were not available. That would place half of all project trips on 241<sup>st</sup> Avenue SE (unchanged) and half of all project trips on SE 28<sup>th</sup> Street (up from 10% with the 242<sup>nd</sup> Avenue SE connection). (Exhibit 38A for identification, Figure 4; Cf. Exhibit 17, Figure 4)
12. The City Engineer now states that the “City is opposed to closing off access to an existing open public road. Barriers to access are disfavored in the Sammamish Municipal Code (‘SMC’) and the Public Works Standards (‘PWS’).” (Exhibit 45 for identification, p. 2, ll. 11 – 14) The City also argues that no authority exists under which an applicant could be granted the discretion to decide if and when street improvements are necessary. (Exhibit 44 for identification, p. 4, ll. 4 – 12) Thus, the City opposes GGM’s two alternatives.
13. Liebsohn believes that a two-way connection between the subdivision and SE 24<sup>th</sup> Street via 242<sup>nd</sup> Avenue SE has been promised by the City and must be provided. (Exhibit 42 for identification) Roth also believes that 242<sup>nd</sup> Avenue SE between SE 24<sup>th</sup> Street and the subdivision must be improved to a two-way street to avoid putting undue strain on 241<sup>st</sup> Avenue SE. (Exhibit 43 for identification)
14. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

#### SUPPLEMENTAL CONCLUSIONS of LAW

1. The Examiner still believes that 242<sup>nd</sup> Avenue SE between SE 24<sup>th</sup> Street and the *Penny Lane South* subdivision must be opened as a two-way street in conjunction with development of *Penny Lane South*. (See Decision, Conclusion of Law 6.) However, now that the record indicates that the existing one-lane, gravel/dirt surface will be widened to provide a 20-foot travel surface, that that entire width will be chip sealed, and that the City is already responsible for maintenance of the subject segment of 242<sup>nd</sup> Avenue SE, the Examiner no longer believes that the only solution is the Extended Half-Street Improvement.

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2. A hard-surfaced, pedestrian walkway between *Penny Lane South* and SE 24<sup>th</sup> Street has always been a part of the proposal. That walkway, coupled with a publicly maintained, chip sealed 20-foot wide street surface will provide an appropriate street improvement under the circumstances. Eventually, one can reasonably expect that 242<sup>nd</sup> Avenue SE will be constructed to full City standards between SE 24<sup>th</sup> and SE 28<sup>th</sup> Streets. But that improvement must await redevelopment of other properties that abut it, both from the perspective of fairness and given the reality of current drainage control requirements, especially for the segment between *Penny Lane South* and SE 24<sup>th</sup> Street which slopes northerly towards SE 24<sup>th</sup> Street. There is simply no feasible way for GGM to provide the drainage control facilities required for the Extended Half-Street Improvement.
3. The Motion seeks revision of Conclusion of Law 6, elimination of Conclusion of Law 14.C, and revision of Condition 5. (Exhibit 36 for identification) The City has pointed out that Findings of Fact 3.C and 7 contain statements related to 242<sup>nd</sup> Avenue SE relevant to the issue in the Motion that are incorrect. (Exhibit 44 for identification) The Examiner concludes that revisions to all of the above-enumerated portions of the Decision are warranted by the evidence now in the record; Conclusion of Law 14.C should be revised, not eliminated.
4. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such; and

**WHEREAS**, the Examiner concludes for the reasons set forth above that the Decision as issued on November 21, 2016, should be revised.

**NOW, THEREFORE**, the Examiner **GRANTS** the request for reconsideration and **REVISES** the Decision as follows (text additions are denoted by underlining; text deletions are denoted by ~~striketrough~~):

- A. Finding of Fact 3.C is revised to read as follows:

242<sup>nd</sup> Avenue SE is a dedicated 60-foot wide public right-of-way extending between SE 24<sup>th</sup> and SE 28<sup>th</sup> Streets. ~~The 242<sup>nd</sup> Avenue SE right-of-way is officially unopened, although a privately~~ A City maintained one lane gravel/dirt road exists within it the 242<sup>nd</sup> Avenue SE right-of-way from SE 24<sup>th</sup> Street southerly to about 450 feet north of SE 28<sup>th</sup> Street. <sup>4</sup> (Exhibits 5, p. ~~30~~ 104; 7, Sheet C2; 26; 45 for identification; and testimony)

- B. Footnote 4 (within Finding of Fact 3.C) is revised to read as follows:

Exhibit 17 erroneously states that 242<sup>nd</sup> Avenue NE is a “two lane street[] with unpaved shoulders and ditches”. (at p. 4) It is not a two-lane street; it is a ~~private~~ City maintained, one+ lane gravel/dirt road. (Exhibits 30; 45 for identification)

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C. Finding of Fact 7, Paragraph 1, is revised to read as follows:

GGM proposes to subdivide the subject property into 28 lots for single-family residential development. All existing buildings/structures will be removed or demolished; the OSSs will be decommissioned. The current plans propose to construct a half-street<sup>2</sup> improvement within the 242<sup>nd</sup> Avenue SE right-of-way from SE 28<sup>th</sup> Street to the north end of the subject property, a half-street improvement within to-be-dedicated SE 28<sup>th</sup> Street right-of-way between just east of 242<sup>nd</sup> Avenue SE and 241<sup>st</sup> Avenue SE, a full width improvement within newly dedicated SE 28<sup>th</sup> Avenue right-of-way west of 241<sup>st</sup> Avenue SE terminating in a temporary cul-de-sac, a half-street improvement within new right-of-way dedicated for an extension of 241<sup>st</sup> Avenue SE extending approximately 500 feet north of SE 28<sup>th</sup> Street, and a new public street (“Road A”) to connect the northerly end of the dedicated 241<sup>st</sup> Avenue SE right-of-way and 242<sup>nd</sup> Avenue SE. (Exhibit 7, Sheets C3 and C5) construct a 5-foot wide, paved pedestrian path along the west side of 242<sup>nd</sup> Avenue SE from the north end of the subject property to SE 24<sup>th</sup> Street. GGM proposes to widen the segment of 242<sup>nd</sup> Avenue SE between the north edge of the subdivision and SE 24<sup>th</sup> Street to provide a 20-foot wide travel surface and apply “chip seal” to the existing privately maintained portion of 242<sup>nd</sup> Avenue SE between the north edge of the subject property and SE 24<sup>th</sup> Street the widened surface. (Exhibits 7, Sheets C3 and C5, Section E; 37 for identification, pp. 3 & 4, § 12)

D. Conclusion of Law 6 is revised to read as follows:

242<sup>nd</sup> Avenue SE presents a vastly different situation. Although it is a dedicated public right-of-way, there is presently ~~no publicly maintained street only a City maintained, one-lane gravel/dirt road~~ within that right-of-way. ~~The dirt road that is currently in use is privately maintained by the few residents who have to use it.~~ According to TraffEx’s predictions, development of *Penny Lane South* will add 190 new trips to 242<sup>nd</sup> Avenue SE to and from SE 24<sup>th</sup> Street. That would be a tremendous burden to put on a ~~privately maintained one-lane gravel/dirt road~~, even if a chip seal coat were applied to the road’s surface. ~~In addition, allowing it to be used by Penny Lane South traffic while remaining a private road would create a significant maintenance responsibility/cost sharing mess.~~

242<sup>nd</sup> Avenue SE south of SE 24<sup>th</sup> Street is woefully substandard. The requirements of PWS.15.100 (See Finding of Fact 14, above.) are most definitely applicable to any

<sup>2</sup> A “half-street” improvement consists of more than half of a standard street. A “half-street” improvement provides 20 feet of travel surface (two 10-foot lanes), with curb, gutter, 5-foot wide planter strip, and 5-foot wide sidewalk on one side of the street. (Exhibit 7, Sheet C5, Section D)

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use of 242<sup>nd</sup> Avenue SE by *Penny Lane South*. The current proposal ~~does not comport with PWS.15.100 and to widen 242<sup>nd</sup> Avenue SE to provide two 10-foot travel lanes and to chip seal its surface would clearly not serve the public use and interest, nor would it make appropriate provisions for streets, nor and would it serve the public safety and welfare.~~

~~Only two choices are apparent: Either provide a “half street” improvement for 242<sup>nd</sup> Avenue SE between *Penny Lane South* and SE 24<sup>th</sup> Street or block off 242<sup>nd</sup> Avenue SE at the north end of the development so that no *Penny Lane South* traffic could use it. The problem with the latter option is that all of the traffic impact predictions in this hearing record presume that 40% of project traffic will use 242<sup>nd</sup> Avenue SE to and from SE 24<sup>th</sup> Street. The traffic impact analysis would have to be completely redone if a north route using 242<sup>nd</sup> Avenue SE were not available. In that case, the Examiner could not approve the proposal; it would have to be returned to GGM for correction. In order to approve *Penny Lane South*, the The Examiner will amend Revised Recommended Condition 5 to require half street improvements all the way to SE 24<sup>th</sup> Street. Such a requirement meets the “nexus and rough proportionality” requirements of RCW 82.02.020 and case law: 40% of *Penny Lane South*’s traffic will travel over that street; a half street improvement is the least that can be provided to comply with the PWS; a half street improvement will provide a safe route for motorists from *Penny Lane South* that 242<sup>nd</sup> Avenue SE between *Penny Lane South* and SE 24<sup>th</sup> Street be widened to provide a 20-foot travel surface and that it be surfaced with not less than a chip seal coat. (The developer is certainly free to provide a higher grade surface if it wishes to do so, subject to City Engineer approval.)~~

E. Conclusion of Law 14.C is revised to read as follows:

~~Revised Recommended Condition 5. As discussed above, the Examiner will modify this condition to require half street improvements north to SE 24<sup>th</sup> Street and to remove the taper requirement. The only alternative to such a change would be return of the application to GGM for correction that 242<sup>nd</sup> Avenue SE between *Penny Lane South* and SE 24<sup>th</sup> Street be widened to provide a 20-foot travel surface and that it be surfaced with not less than a chip seal coat. (The developer is certainly free to provide a higher grade surface if it wishes to do so, subject to City Engineer approval.)~~ In addition, the “variation” clause discussed above will be added to this condition.

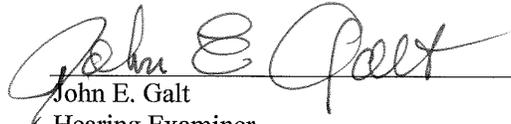
F. Condition 5 is revised to read as follows:

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242nd Avenue SE is classified as a local road with a full 60-foot wide right of way along the plat frontage. The local road right of way is 60 feet. Half-street frontage improvements are required consistent with local road standards, providing sufficient width of pavement for emergency vehicle access requirements, 6-inch wide curb, 5-foot wide planter strip, 5-foot sidewalk, and 1.5-foot area behind the sidewalk or consistent with any variation from the standards approved by the City Engineer. ~~The half street improvement shall extend northerly to the SE 24<sup>th</sup> Street intersection.~~ Between the north edge of the subdivision and SE 24<sup>th</sup> Street, 242<sup>nd</sup> Avenue SE shall be widened to provide a 20-foot travel surface which shall be surfaced with not less than a chip seal coat. (The developer may provide a higher grade surface if it wishes to do so, subject to City Engineer approval.) A transition as may be required by the City Engineer between the frontage improvements and the section to the north shall be provided.

**ORDER** issued January 9, 2017.

  
 \_\_\_\_\_  
 John E. Galt  
 Hearing Examiner

**NOTICE of RIGHT of JUDICIAL REVIEW**

The initial Decision, as revised by this Order Revising a Decision after Reconsideration, 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.”

**Crownfield (FKA Penny Lane South) PSUB2015-00273**

Hearing Examiner's Condition	Applicant Response	Comments
<b>General Conditions</b>		
1. Exhibit 7 is the approved preliminary plat (and supporting plans), subject to revisions required by these conditions of approval. Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.	Noted.	Completed
2. The Plator or subsequent owner(s) shall comply with the payment of street impact fees, impact fees for park and recreational facilities, and school impact fees in accordance to SMC Chapters 14A.15, 14A.20, and 21A.105, respectively.	Noted. The developer has submitted a Declaration for Assessment and Collection of Impact Fees with the Final Plat.	Completed
<b>Site Development Permit Special Conditions:</b>		
3. SE 28th Street is classified as a local road with no existing right of way along the plat frontage. The local road right of way is 60 feet. Therefore, a right of way dedication is required for a 32-foot width along the project frontage. Half-street improvements are required consistent with local road standards, providing sufficient width of pavement for emergency vehicle access requirements, 6-inch wide curb, 5-foot wide planter strip, 5-foot sidewalk, and 1.5-foot area behind the sidewalk or consistent with any variation from the standards approved by the City Engineer.	This condition has been met. The required dedication is provided on the final plat.	Completed
<b>Hearing Examiner's Condition</b>	<b>Applicant Response</b>	<b>Comments</b>

<p>4. 241st Avenue SE is classified as a local road with no right of way along the plat frontage. The local road right-of-way is 60 feet. Therefore, a right of way dedication is required for a 32-foot width along the project frontage of only half the street and a 60-foot width along the portion that is totally within the project. Half-street and full street improvements are respectively required consistent with local road standards, providing sufficient width of pavement for emergency vehicle access requirements, 6-inch wide curb, 5-foot planter strip, 5-foot sidewalk, and 1.5-foot area behind the sidewalk or consistent with any variation from the standards approved by the City Engineer.</p>	<p>This condition has been met. The required dedication is provided on the final plat.</p>	<p>Completed</p>
<p>5. 242nd Avenue SE is classified as a local road with a full 60-foot wide right of way along the plat frontage. The local road right of way is 60 feet. Half-street improvements are required consistent with local road standards, providing sufficient width of pavement for emergency vehicle access requirements, 6-inch wide curb, 5-foot wide planter strip, 5-foot sidewalk, and 1.5-foot area behind the sidewalk or consistent with any variation from the standards approved by the City Engineer. Between the north edge of the subdivision and SE 24th Street, 242nd Avenue SE shall be widened to provide a 20-foot travel surface which shall be surfaced with not less than a chip seal coat. (The developer may provide a higher grade surface if it wishes to do so, subject to City Engineer approval.) A transition as may be required by the City Engineer between the frontage improvements and the section to the north shall be provided.</p>	<p>This condition has been met. A 20-foot HMA travelled surface has been provided between the north edge of the subdivision and SE 24th Street.</p>	<p>Completed</p>
<p><b>Hearing Examiner's Condition</b></p>	<p><b>Applicant Response</b></p>	<p><b>Comments</b></p>

6. Road A is classified as a local road with no current right of way width. The local road right-of-way width is 60 feet. A right of way dedication is required for a 60-foot width along the full length of the road consistent with a local road standard.	This condition has been met. The required dedication is provided on the final plat.	Completed
<b>Prior to or Concurrent with Final Plat:</b>		
7. Frontage on SE 28th Street shall be dedicated as public right-of-way. All work on SE 28th Street required by the Site Development Permit and/or right-of-way permits shall be completed.	This condition has been met. The required dedication is provided on the final plat.	Completed
8. Frontage on 241st Avenue SE shall be dedicated as public right-of-way. All work on 241st Avenue SE required by the Site Development Permit and/or right-of-way permits shall be completed.	This condition has been met. The required dedication is provided on the final plat.	Completed
9. Road A shall be dedicated as public right-of-way. All work on Road A required by the Site Development permit shall be completed.	This condition has been met. The required dedication is provided on the final plat.	Completed
10. Offsite improvements shall be fully constructed, including all work on 242nd Avenue SE required by the Site Development Permit and/or right-of-way permits shall be completed.	This condition has been met. All offsite improvements have been fully constructed.	Completed
<b>Hearing Examiner's Condition</b>	<b>Applicant Response</b>	<b>Comments</b>
11. A public stormwater easement shall be provided for access, inspection, maintenance, repair, and replacement of the detention and water quality facilities within Tracts B and C.	Tract B is identified as a Private Recreation Tract and Tract C is identified as a Private Open Space Tract. A Public Storm Drainage Easement over both Tracts have been granted to the City for storm drainage purposes. See Notes and Restrictions No. 2 and No. 3, Sheet 2.	Completed

12. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, bioswale, and infiltration pond. Final lift of asphalt may be bonded except as indicated.	This condition has been met. The applicant is proposing to bond for final top lift.	Completed
13. Any offsite stormwater easements required by the stormwater design shall be recorded.	No offsite stormwater easements were required for the project.	Not Applicable
<b>Conditions to appear on the face of the Final Plat (italicized words verbatim):</b>		
14. <i>"Maintenance of all landscape strips along the plat roads shall be the responsibility of the Homeowners Association or adjacent property owners. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat."</i>	The required note has been included on the final plat, see Notes and Restrictions No. 4, Sheet 2 of the final plat.	Completed
<b>Hearing Examiner's Condition</b>	<b>Applicant Response</b>	<b>Comments</b>
15. <i>"Maintenance of landscaping outside the stormwater bioswale interior embankments and above the vault shall be the responsibility of the Homeowners Association."</i>	The required note has been included on the final plat, see Notes and Restrictions No. 5, Sheet 2 of the final plat.	Completed
16. <i>"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."</i>	The required note has been included on the final plat, see Notes and Restrictions No. 6, Sheet 2 of the final plat.	Completed
17. <i>"All building permits shall be subject to 2009 King County Surface Water Design Manual Appendix C to determine the best management practices for all surface water runoff. All connections of roof drains shall be constructed and approved prior to final building inspection approval."</i>	The required note has been included on the final plat, see Notes and Restrictions No. 7, Sheet 2 of the final plat.	Completed

18. The plat shall include a note regarding the payment of all street, park, and school impact fees consistent with the provisions of Chapters 14A.15, 14A. 20, 14A.25, and 21A.105 SMC as the same exist at the time the final plat is being approved. The note shall indicate whether fees have already been fully paid, partially paid, or deferred. Specific language shall be reviewed and approved by the City prior to final plat approval.	Notes explaining payment of all street, park and school impact fees have been added, see Notes and Restrictions No. 9, 10, and 11, Sheet 2 of the final plat.	Completed
19. Trees retained in accordance with Chapter 21A.37 SMC 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 is shown on Sheet 7 of the final plat.	Completed
<b>Hearing Examiner's Condition</b>	<b>Applicant Response</b>	<b>Comments</b>
20. <i>"Trees identified on the face of this plat have been retained pursuant to the provisions of Chapter 21A.37 SMC. Retained trees are subject to the tree protection standards of Chapter 21A.37 SMC. 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 Chapter 21A 37 SMC."</i>	Tree Retention Note has been added to Sheet 7.	Completed
<b>Prior to City Acceptance of Improvements:</b>		
21. Prior to acceptance into the Maintenance and Defect period, project close-out documents including, the final acceptance of the construction punch list, as-builts and final corrected Technical Information Report shall be submitted to Public Works for approval.	Asbuilts and final corrected TIR will be submitted upon completion of the final top lift.	Not Applicable for final plat

**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, ITS SUCCESSORS OR ASSIGNS.

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 SET OUR HANDS AND SEALS:

WOOD CROWN, LLC,  
A WASHINGTON LIMITED LIABILITY COMPANY

By: Joel Mezistrano  
ITS: Manager

U.S.BANK NATIONAL ASSOCIATION  
D/B/A HOUSING CAPITAL COMPANY

By: Lisa A. Irwin  
ITS: Vice President

ALCO INVESTMENT COMPANY

By: Mason N Ward  
ITS: Assistant Secretary

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON }  
COUNTY OF King } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Joel Mezistrano SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Manager OF WOOD CROWN, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED 05.30.2018

SIGNATURE OF NOTARY PUBLIC Justin Lagors  
TITLE Notary Public

MY APPOINTMENT EXPIRES 09-09-2020

STATE OF WASHINGTON }  
COUNTY OF King } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Lisa A. Irwin SIGNED THIS INSTRUMENT ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Vice President OF THE U.S. BANK NATIONAL ASSOCIATION D/B/A HOUSING CAPITAL COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED 05.31.2018

SIGNATURE OF NOTARY PUBLIC Justin Lagors  
TITLE Notary Public

MY APPOINTMENT EXPIRES 09-09-2020

STATE OF WASHINGTON }  
COUNTY OF King } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Mason Ward SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Assistant Secretary OF THE ALCO INVESTMENT COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED 05.30.2018

SIGNATURE OF NOTARY PUBLIC Justin Lagors  
TITLE Notary Public

MY APPOINTMENT EXPIRES 09-09-2020

CITY OF SAMMAMISH FILE NO. FSUB 2018-00323

**CROWNFIELD**

A PORTION OF THE NE. 1/4 AND THE SE. 1/4 OF THE NE. 1/4 SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RECORDING NO.

VOL/Pg

SHEET 1 OF 7

**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 THE EXTERIOR 10.0 FEET, AS SHOWN HEREON, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, TV, 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 TV 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.

**PRIVATE EASEMENT PROVISIONS**

THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF THE LOTS BENEFITED OR ANY OTHER PRIVATE ENTITY AS STATED IN THE EASEMENT NOTES 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 OWNERS(S) OF THE LAND HEREBY BENEFITED. THE OWNER(S) OF THE LOT BENEFITED AND THEIR 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 UTILITY OR MAKING ANY CONNECTION 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 ERRECT 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 THE LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

**FLOW CONTROL BMP REQUIREMENTS**

1. INDIVIDUAL LOT FLOW CONTROL BMP'S IN ACCORDANCE TO THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL SHALL BE PROVIDED WITH EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT.  
2. BASIC DISPERSION, LIMITED INFILTRATION, AND RAIN GARDEN HAVE BEEN IDENTIFIED AS BMP'S TO SATISFY THE FLOW CONTROL BMP REQUIREMENTS. TO MEET SAID REQUIREMENT, THE IMPERVIOUS SURFACE TOTALS SHOWN BELOW ARE ROUTED TO THE RESPECTIVE BMP.

LOT NO.	LOT AREA (S.F.)	LIMITED INFILTRATION	RAIN GARDEN	BASIC DISPERSION
1	6,968	1,500	0	0
2	7,620	1,500	0	0
3	7,620	1,500	0	0
4	7,620	1,500	0	0
5	8,255	1,500	0	0
6	8,729	1,500	0	0
7	7,817	1,500	0	0
8	7,817	1,500	0	0
9	7,817	1,500	0	0
10	7,817	1,500	0	0
11	7,817	1,500	0	0
12	8,067	1,500	0	0
13	8,092	1,500	0	0
14	8,684	1,500	0	0
15	8,390	0	0	0
16	7,833	1,500	0	0
17	7,817	1,500	0	0
18	7,817	1,500	0	0
19	7,816	1,500	0	0
20	7,816	1,500	0	0
21	8,728	0	0	0
22	9,201	1,500	0	0
23	8,469	1,500	0	0
24	7,717	0	1,000	0
25	7,750	0	0	1,400
26	13,709	0	2,600	0
27	13,692	0	2,050	0
28	14,051	0	2,800	0

**APPROVALS:**

EXAMINED, AND APPROVED PER SMC 19.A.16 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

DIRECTOR COMMUNITY DEVELOPMENT  
CITY OF SAMMAMISH

CITY ENGINEER  
CITY OF SAMMAMISH

MAYOR  
CITY OF SAMMAMISH

**KING COUNTY DEPARTMENT OF ASSESSMENT**

EXAMINED, AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.  
KING COUNTY DEPARTMENT OF ASSESSMENTS

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

PARCEL NO'S. 1024069055, 1024069066, 1024069104, 1024069139, 1024069180 & 1024069038,

**FINANCE DIVISION 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 PLAT OF CROWNFIELD IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 10, 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 PROVISIONS OF THE PLATING REGULATIONS.



**D.R. STRONG**  
CONSULTING ENGINEERS  
ENGINEERS PLANNERS SURVEYORS  
620 7TH AVENUE KIRKLAND, WA 98033  
O 425.827.3063 F 425.827.2423

www.drstrong.com



Shawn P. Fitzpatrick  
SHAWN P. FITZPATRICK, PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 38972  
D. R. STRONG CONSULTING ENGINEERS  
620 7TH AVENUE  
KIRKLAND, WASHINGTON 98033  
PHONE: (425) 827-3063

**RECORDING CERTIFICATE**

FILED FOR RECORD AT THE REQUEST BPW BUILDERS, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M. AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_  
RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS

PROJECT NO. 15065

VOL/Pg

**CROWNFIELD**

A PORTION OF THE NE. 1/4 AND THE SE. 1/4 OF THE NE. 1/4 SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RECORDING NO.

VOL/PAGE

SHEET 2 OF 7

**NOTES AND RESTRICTIONS**

1. TRACT A AND TRACT D ARE PRIVATE TREE RETENTION TRACTS AND ARE HEREBY GRANTED AND CONVEYED TO THE CROWNFIELD HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACTS. SHOULD THE CROWNFIELD HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THE OWNERS OF LOTS 1 THROUGH 28 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS.

2. TRACT B IS A PRIVATE RECREATION TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE CROWNFIELD HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. EXCEPT AS OTHERWISE NOTED HEREIN, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR ALL MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT. SHOULD THE CROWNFIELD HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 28 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

A DRAINAGE EASEMENT OVER SAID TRACT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR PUBLIC STORM DRAINAGE FACILITIES, ACCORDING TO THE CITY OF SAMMAMISH DRAINAGE EASEMENT COVENANT HEREON.

3. TRACT C IS A PRIVATE OPEN SPACE TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE CROWNFIELD HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT. SHOULD THE CROWNFIELD HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 28 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

A DRAINAGE EASEMENT OVER SAID TRACT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR PUBLIC STORM DRAINAGE FACILITIES, ACCORDING TO THE CITY OF SAMMAMISH DRAINAGE EASEMENT COVENANT HEREON.

4. MAINTENANCE OF ALL LANDSCAPE STRIPS ALONG THE PLAT ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ADJACENT PROPERTY OWNERS, UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS CREATED BY THE PLAT.

5. MAINTENANCE OF LANDSCAPING ABOVE THE VAULT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

6. 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.

7. ALL BUILDING PERMITS SHALL BE SUBJECT TO 2009 KING COUNTY SURFACE WATER DESIGN MANUAL APPENDIX C TO DETERMINE THE BEST MANAGEMENT PRACTICES FOR ALL SURFACE WATER RUNOFF. ALL CONNECTIONS OF ROOF DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL.

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

9. PER SECTION 14A.15.020 SMC, ONE HUNDRED PERCENT OF THE STREET IMPACT FEES, PLUS AN ADMINISTRATIVE FEE, SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT ON LOTS 7-28. CREDIT SHALL BE GIVEN FOR SIX EXISTING PARCELS. LOTS 1 THROUGH 6 SHALL RECEIVE CREDIT.

10. PURSUANT TO CHAPTER 21A.105 SMC, ONE HUNDRED PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE, SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT ON LOTS 7-28. CREDIT SHALL BE GIVEN FOR SIX EXISTING PARCELS. LOTS 1 THROUGH 6 SHALL RECEIVE CREDIT.

11. PURSUANT TO CHAPTER 14A.20 SMC, LOTS 7 THROUGH 28 ARE SUBJECT TO PARK IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT. CREDIT SHALL BE GIVEN FOR SIX EXISTING PARCELS. LOTS 1 THROUGH 6 SHALL RECEIVE CREDIT.

12. THE CROWNFIELD HOMEOWNERS ASSOCIATION WAS ESTABLISHED WITH THE WASHINGTON SECRETARY OF STATE MAY 26, 2017. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CROWNFIELD HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_.

13. ALL LANDSCAPED AREAS OF THE PLAT AND INDIVIDUAL LOTS SHALL INCLUDE A MINIMUM OF 8-INCHES OF COMPOSTED SOIL AMENDMENT ATOP A MINIMUM OF 4-INCHES SCARIFIED SOIL.

14. PURSUANT TO SMC CHAPTER 13.15, 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 CHAPTER 13.30.020.

**CITY OF SAMMAMISH DRAINAGE EASEMENT 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 FACILITATING 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.

CITY OF SAMMAMISH FILE NO. FSUB 2018-00323

**EASEMENT NOTES**

1. THE 7.5 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 1, 2, 3, 4, TRACT B AND TRACT C IS FOR THE BENEFIT OF LOTS 1, 2, 3, 4 AND 5 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1, 2, 3, 4 AND 5 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

2. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 1, 2, 3 AND 4 IS FOR THE BENEFIT OF LOTS 2, 3, 4 AND 5 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1, 2, 3, 4 AND 5 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

3. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 6, 7 AND 8 IS FOR THE BENEFIT OF LOTS 7, 8 AND 9 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 6, 7, 8 AND 9 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

4. THE PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 10, 11 AND 12 IS FOR THE BENEFIT OF LOTS 11, 12 AND 13 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 10, 11, 12 AND 13 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

5. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 12, 13 AND 14 IS FOR THE BENEFIT OF LOTS 13, 14 AND 15 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 12, 13, 14 AND 15 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

6. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 17 IS FOR THE BENEFIT OF LOT 16 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 16 AND 17 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

7. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 19, 20 AND 21 IS FOR THE BENEFIT OF LOTS 18, 19, 20 AND 21 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 18, 19, 20 AND 21 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

8. THE 20 FOOT PRIVATE ROCKERY RETAINING WALLS EASEMENT SHOWN ON LOTS 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19, 20 AND 21 IS FOR THE BENEFIT OF LOTS 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19, 20 AND 21. THE OWNERS OF SAID LOTS 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19, 20 AND 21 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE ROCKERY RETAINING WALL SEGMENT, INCLUDING DRAINAGE APPURTENANCES LOCATED ON THEIR LOT AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE ROCKERY RETAINING WALL SEGMENTS AND DRAINAGE APPURTENANCES USED IN COMMON WITHIN SAID EASEMENT. SEE PRIVATE ROCKERY RETAINING WALL EASEMENT NOTE.

9. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 23, 24 AND 25 IS FOR THE BENEFIT OF LOTS 22, 23 AND 24 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 22, 23, 24 AND 25 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

10. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 26 AND 27 IS FOR THE BENEFIT OF LOTS 27 AND 28 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 26, 27 AND 28 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

11. THE 20 FOOT PRIVATE LANDSCAPING EASEMENT SHOWN ON LOTS 6 THROUGH 11, LOTS 13 AND 14, AND LOTS 16 THROUGH 21 IS HEREBY GRANTED AND CONVEYED TO THE CROWNFIELD HOMEOWNERS ASSOCIATION FOR PRIVATE LANDSCAPING. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE LANDSCAPING WITHIN SAID EASEMENT.

12. THE 34 FOOT BY 29 FOOT TEMPORARY TURNAROUND EASEMENT SHOWN ON LOT 26 AND 27 IS HEREBY GRANTED AND CONVEYED TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, AND THE CITY OF SAMMAMISH. A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR TEMPORARY TURNAROUND FACILITIES. THE CITY OF SAMMAMISH IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF SAID TEMPORARY TURNAROUND FACILITIES WITHIN SAID EASEMENT. THIS EASEMENT SHALL AUTOMATICALLY TERMINATE UPON THE EXTENSIONS OF THE PUBLIC RIGHT OF WAY THROUGH THE ADJOINING PROPERTY. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER EXTENDING SAID RIGHT OF WAY TO REMOVE THE IMPROVEMENTS ASSOCIATED WITH THE TEMPORARY TURNAROUND AND RECONSTRUCT THE STANDARD ROADWAY CROSS SECTION THROUGH THESE AREAS.

13. THE 10 FOOT PRIVATE ROCKERY RETAINING WALLS EASEMENT SHOWN ON LOTS 26, 27 AND 28 IS FOR THE BENEFIT OF LOTS 26, 27 AND 28. THE OWNERS OF SAID LOTS 26, 27 AND 28 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE ROCKERY RETAINING WALL SEGMENT, INCLUDING DRAINAGE APPURTENANCES LOCATED ON THEIR LOT AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE ROCKERY RETAINING WALL SEGMENTS AND DRAINAGE APPURTENANCES USED IN COMMON WITHIN SAID EASEMENT. SEE PRIVATE ROCKERY RETAINING WALL EASEMENT NOTE.

14. THE PRIVATE ENTRY MONUMENT, LANDSCAPING, AND IRRIGATION EASEMENTS SHOWN ON LOT 6 AND LOT 15 IS HEREBY RESERVED FOR AND GRANTED TO THE CROWNFIELD HOMEOWNERS ASSOCIATION, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ENTRY MONUMENT, LANDSCAPING AND IRRIGATION FACILITIES WITHIN SAID EASEMENT.

15. THE PRIVATE LANDSCAPING AND IRRIGATION EASEMENT SHOWN ON LOTS 1, 12, 21, 22 AND 28 IS HEREBY RESERVED FOR AND GRANTED TO THE CROWNFIELD HOMEOWNERS ASSOCIATION, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND IRRIGATION FACILITIES WITHIN SAID EASEMENT.

16. THE 10 FOOT PRIVATE ROCKERY DRAINAGE EASEMENT SHOWN ON LOTS 6, 7, 8, 9, 10 AND 11 IS FOR THE BENEFIT OF LOTS 7, 8, 9, 10, 11 AND 13. THE OWNERS OF SAID LOTS 6, 7, 8, 9, 10, 11 AND 13 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE ROCKERY DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE ROCKERY DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

17. THE 10 FOOT PRIVATE ROCKERY DRAINAGE EASEMENT SHOWN ON LOTS 21, 20, 19, 18, 17 AND 16 IS FOR THE BENEFIT OF LOTS 20, 19, 18, 17, 16 AND 14. THE OWNERS OF SAID LOTS 21, 20, 19, 18, 17, 16 AND 14 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE ROCKERY DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE ROCKERY DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

18. THE 10 FOOT PRIVATE ROCKERY DRAINAGE EASEMENT SHOWN ON LOT 6 AND 21 IS FOR THE BENEFIT OF LOTS 6, 7, 8, 9, 10, 11, 13, 20, 21, 19, 18, 17, 16 AND 14. THE OWNERS OF SAID LOTS 6, 7, 8, 9, 10, 11, 13, 20, 21, 19, 18, 17, 16 AND 14 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE ROCKERY DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE ROCKERY DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

**PRIVATE ROCKERY RETAINING WALL EASEMENT NOTE**

THE BENEFICIARIES OF THE PRIVATE ROCKERY RETAINING WALL EASEMENT NOTED HEREIN SHALL HAVE THE RIGHT TO ENTER THE EASEMENT AREA FOR THE PURPOSES OF MAINTAINING OR REPAIRING THEIR SEGMENT OF THE PRIVATE ROCKERY RETAINING WALL AND/OR DRAINAGE APPURTENANCES. REPAIR OR STRUCTURAL MAINTENANCE OF ANY PORTION OF THE PRIVATE ROCKERY RETAINING WALL(S) SHOULD BE DONE UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER. THE BENEFICIARIES SHALL BE FINANCIALLY RESPONSIBLE TO IMMEDIATELY RESTORE ANY PORTION OF THE PRIVATE ROCKERY WALL EASEMENT AREA THEY UTILIZE FOR ACCESS TO THEIR SEGMENT. THE OWNERS OF THE LOTS SUBJECT TO THE PRIVATE ROCKERY RETAINING WALL EASEMENT SHALL NOT BUILD THEREON OR THEREOVER ANY STRUCTURE WHICH MANY INTERFERE WITH THE MAINTENANCE AND USE OF SAID PRIVATE ROCKERY RETAINING WALL EASEMENT.

**WATER AND SEWER EASEMENT PROVISION**

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

THAT PORTION OF LOTS 1 THROUGH 28 AND TRACTS A, B, C AND D HEREOF DESCRIBED AS FOLLOWS:  
THE EXTERIOR 10.00 FEET OF LOTS 1 THROUGH 28 AND TRACTS A, B, C AND D, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF SE. 28TH STREET, SE 26TH PLACE, 241ST AVENUE SE. AND 242ND AVENUE SE., AS ESTABLISHED HEREBY, AS SHOWN HEREIN;

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



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PROJECT NO. 15065

VOL/PAGE

**CROWNFIELD**

A PORTION OF THE NE. 1/4 AND THE SE. 1/4 OF THE NE. 1/4 SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RECORDING NO.

VOL/Pg

SHEET 3 OF 7

**LEGAL DESCRIPTION**

PARCEL A:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET;

AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROADWAY PURPOSES UNDER RECORDING NUMBER 7812010976.

PARCEL A1:

THE NORTH 30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROADWAY PURPOSES UNDER RECORDING NUMBER 7812010976.

PARCEL B:

THE SOUTH 198 FEET OF THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE EAST 30 FEET THEREOF AS CONVEYED TO KING COUNTY FOR 242ND AVENUE SOUTHEAST BY DEED RECORDED UNDER RECORDING NO. 6451729.

SITUATE IN THE COUNTY OF KING STATE OF WASHINGTON.

PARCEL C:

LOT 2 OF KING COUNTY SHORT PLAT NO. 981094, RECORDED UNDER RECORDING NO. 8209160393, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THE WEST 35 FEET THEREOF.

(ALSO KNOWN AS LOT B OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L93L0189, RECORDED MARCH 03, 1994 UNDER RECORDING NO. 9403030603, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.)

PARCEL C1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND OVER THE NORTH 30 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL D:

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 330 FEET;

AND EXCEPT THE WEST 226 FEET OF THE NORTH 155 FEET OF THE SOUTH 185 FEET;

AND EXCEPT THE EAST 30 FEET FOR 242ND STREET SOUTHEAST.

PARCEL E:

THE WEST 226 FEET OF THE SOUTH 185 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 30 FEET THEREOF.

PARCEL E1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE SOUTH 30 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10.

PARCEL E2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS ESTABLISHED UNDER RECORDING NO. 8407170531.

PARCEL F:

THE NORTH 330 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 6448571.

**SURVEYOR'S NOTES**

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE AMENDED TENTH COMMITMENT ORDER NO. 2513711 DATED APRIL 24, 2018. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN JUNE, 2016.

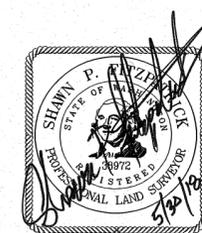
3. ALL DISTANCES ARE IN FEET.

5. THIS IS A FIELD TRAVERSE SURVEY. A LEICA 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.

**REFERENCES:**

1. KCAS SECTION SUBDIVISION FOR SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST

CITY OF SAMMAMISH FILE NO. FSUB 2018-00323



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**CROWNFIELD**  
 A PORTION OF THE NE. 1/4 AND THE SE. 1/4 OF THE NE. 1/4  
 SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,  
 CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

**TITLE RESTRICTIONS:**

**PARCEL A:**

1. THIS SITE IS SUBJECT TO FACILITY CHARGES OF SAMMAMISH WATER AND SEWER DISTRICT RECORDED UNDER RECORDING NOS. 20040414002865, 20050503000993, 20060126001770, 20110106000751, 20110106000800, 20110106000801, 20110106000802, 20130917002142, 20130917002143, 20130917002144, 20130917002145, 20141201000777, 20141201000778, 20141201000779 AND 20141201000780.
2. THIS SITE IS SUBJECT TO THE RIGHT TO MAINTAIN ELECTRIC TRANSMISSION LINES RECORDED UNDER RECORDING NO. 4665150.
3. THIS SITE IS SUBJECT TO RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS RECORDED UNDER RECORDING NO. 4665127.
4. THIS SITE IS SUBJECT TO RESERVATIONS AND EXCEPTIONS PER DOCUMENT RECORDED UNDER RECORDING NO. 5284376.
5. THIS SITE IS SUBJECT TO RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS PER DEED RECORDED UNDER RECORDING NO. 7812010976.

**PARCEL B:**

1. THIS SITE IS SUBJECT TO FACILITY CHARGES OF SAMMAMISH WATER AND SEWER DISTRICT, AND PUBLIC FACILITIES RECORDED UNDER RECORDING NOS. 20040414002865, 20050503000993, 20060126001770, 20110106000751, 20110106000800, 20110106000801, 20110106000802, 20130917002142, 20130917002143, 20130917002144, 20130917002145, 20141201000777, 20141201000778, 20141201000779 AND 20141201000780.
2. THIS SITE IS SUBJECT TO THE RIGHTS TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS PER DEED RECORDED UNDER RECORDING NO. 6451729.
3. THIS SITE IS SUBJECT TO NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS PER SURVEY RECORDED UNDER RECORDING NO. 9607239005.

**PARCEL C:**

1. THIS SITE IS SUBJECT TO FACILITY CHARGES OF SAMMAMISH WATER AND SEWER DISTRICT RECORDED UNDER RECORDING NOS. 9307301617, 9811051363, 20040414002865, 20050503000993, 20060126001770, 20110106000751, 20110106000800, 20110106000801, 20110106000802, 20130917002142, 20130917002143, 20130917002144, 20130917002145, 20141201000777, 20141201000778, 20141201000779 AND 20141201000780.
2. THIS SITE IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS RECORDED UNDER RECORDING NO. 8407170531.
3. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS PER LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 9403030603.
4. THIS SITE IS SUBJECT TO A WATER LINE EASEMENT RECORDED UNDER RECORDING NO. 20020212002349.
5. THIS SITE IS SUBJECT TO DEDICATION, CONDITIONS, RESTRICTIONS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS PER SHORT PLAT NO. 675050 UNDER RECORDING NO. 7608050451.
6. THIS SITE IS SUBJECT TO DEDICATION, CONDITIONS, RESTRICTIONS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS PER SHORT PLAT NO. 981094 UNDER RECORDING NO. 8209160393.
7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANT FOR MAINTENANCE AND INSPECTION OF FLOW CONTROL BEST MANAGEMENT PRACTICES" RECORDED UNDER RECORDING NO. 20180312000986.

**PARCEL D:**

1. THIS SITE IS SUBJECT TO FACILITY CHARGES OF SAMMAMISH WATER AND SEWER DISTRICT RECORDED UNDER RECORDING NOS. 20040414002865, 20050503000993, 20060126001770, 20110106000751, 20110106000800, 20110106000801, 20110106000802, 20130917002142, 20130917002143, 20130917002144, 20130917002145, 20141201000777, 20141201000778, 20141201000779 AND 20141201000780.
2. THIS SITE IS SUBJECT TO AN EASEMENT FOR WATER LINES, INGRESS AND EGRESS RECORDED UNDER RECORDING NO. 6556610.

**PARCEL E:**

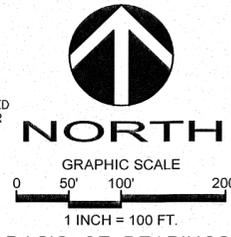
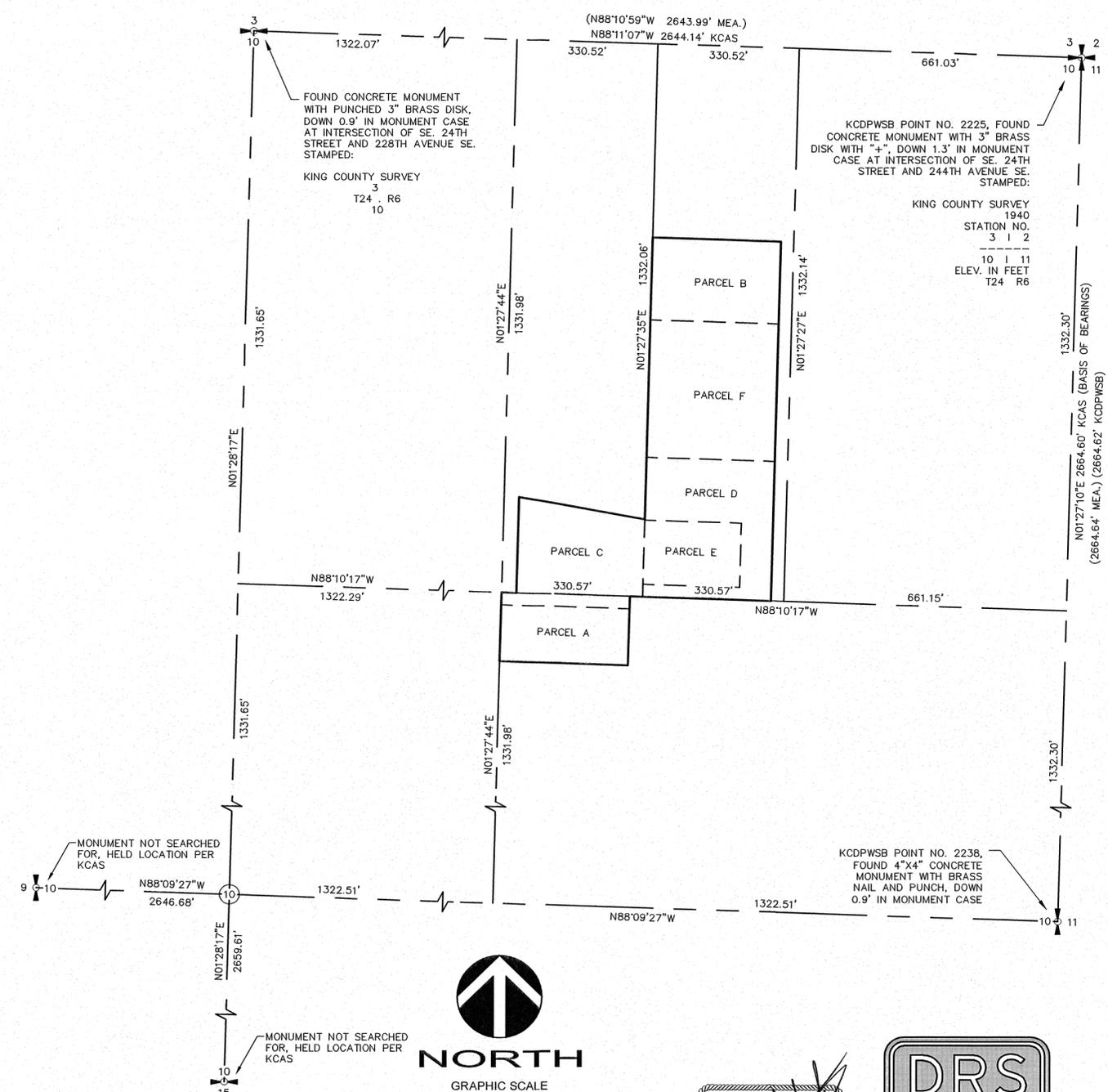
1. THIS SITE IS SUBJECT TO FACILITY CHARGES OF SAMMAMISH WATER AND SEWER DISTRICT RECORDED UNDER RECORDING NOS. 20040414002865, 20050503000993, 20060126001770, 20110106000751, 20110106000800, 20110106000801, 20110106000802, 20130917002142, 20130917002143, 20130917002144, 20130917002145, 20141201000777, 20141201000778, 20141201000779 AND 20141201000780.
2. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT", RECORDED UNDER RECORDING NUMBER 8407170531.
3. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANT FOR MAINTENANCE AND INSPECTION OF FLOW CONTROL BEST MANAGEMENT PRACTICES" RECORDED UNDER RECORDING NO. 20180316000392.

**PARCEL F:**

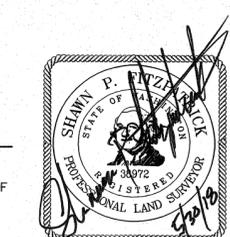
1. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANT FOR MAINTENANCE AND INSPECTION OF FLOW CONTROL BEST MANAGEMENT PRACTICES" RECORDED UNDER RECORDING NO. 20180312000987.

**ALL PARCELS:**

1. THIS SITE IS SUBJECT TO ELECTRIC TRANSMISSION EASEMENTS RECORDED UNDER RECORDING NUMBER 20170818000433.
2. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF OBLIGATION TO CONSTRUCT DEVELOPER EXTENSION AGREEMENT WATER AND SEWER IMPROVEMENTS PURSUANT TO CHAPTER 57.22 RCW" RECORDED UNDER RECORDING NO. 20151022000252.
3. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF ADOPTING AN AGENT TO RECEIVED CLAIMS FOR DAMAGES AGAINST THE SAMMAMISH PLATEAU WATER DISTRICT" RECORDED UNDER RECORDING NO. 20050503000993.



**BASIS OF BEARINGS:**  
 N01°27'10"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SECTION 10-24-6, KING COUNTY DEPARTMENT OF PUBLIC WORKS SURVEY BRANCH (KCDPWSB) HORIZONTAL CONTROL POINTS 2238 AND 2225

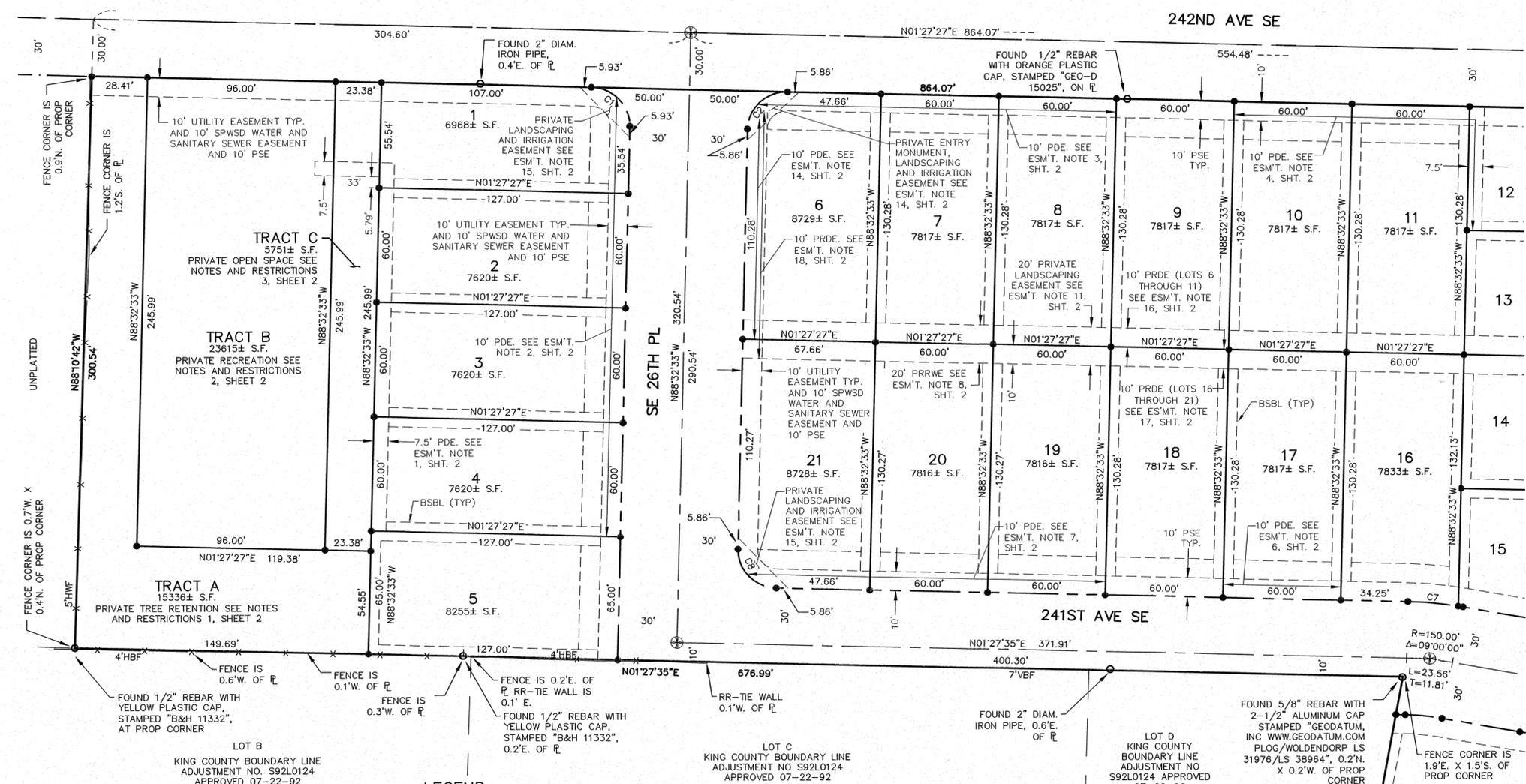


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SEE SHEET 6 FOR CONTINUATION

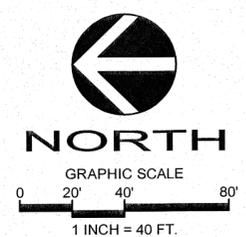
SEE SHEET 6 FOR CONTINUATION

CURVE	RADIUS	DELTA	ANGLE	ARC LENGTH
C1	20.00'	90°00'00"		31.42'
C2	20.00'	90°00'00"		31.42'
C7	180.00'	08°13'23"		25.83'
C8	20.00'	89°59'52"		31.42'

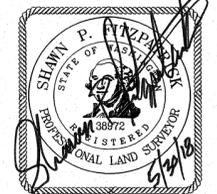
**STREET ADDRESSING:**  
THE HOUSE ADDRESSES FOR THIS PLAT SHALL RANGE FROM 24028-24194 SE 26TH STREET; 2616-2798 241ST AVE SE; 2623-2795 242ND AVE. SE AND 24120-24198 SE 26TH PL. SAMMAMISH WA. 98075

**LEGEND**

- ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED 38972 IN MONUMENT CASE
- FOUND CORNER MONUMENT AS NOTED
- SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 38972"
- ℓ PROPERTY LINE
- CLF CHAIN-LINK FENCE
- WF WIRE FENCE
- GP GATE POST
- PDE PRIVATE STORM DRAIN EASEMENT
- BSBL BUILDING SETBACK LINE
- SPWSD SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
- HBF HORIZONTAL BOARD FENCE
- VBF VERTICAL BOARD FENCE
- PSE PUGET SOUND ENERGY EASEMENT PER REC. NO. 20170818000433
- PRDE PRIVATE ROCKERY DRAINAGE EASEMENT
- PRRWE PRIVATE ROCKERY RETAINING WALL EASEMENT



**BASIS OF BEARINGS:**  
N01°27'10"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SECTION 10-24-6, KING COUNTY DEPARTMENT OF PUBLIC WORKS SURVEY BRANCH (KCDPW/SB) HORIZONTAL CONTROL POINTS 2238 AND 2225



**D.R. STRONG CONSULTING ENGINEERS**  
ENGINEERS PLANNERS SURVEYORS  
620 7TH AVENUE KIRKLAND, WA 98033  
O 425.827.3063 F 425.827.2423

www.drstrong.com  
PROJECT NO. 15065

CITY OF SAMMAMISH FILE NO. FSUB 2018-00323

VOL/PG

# CROWNFIELD

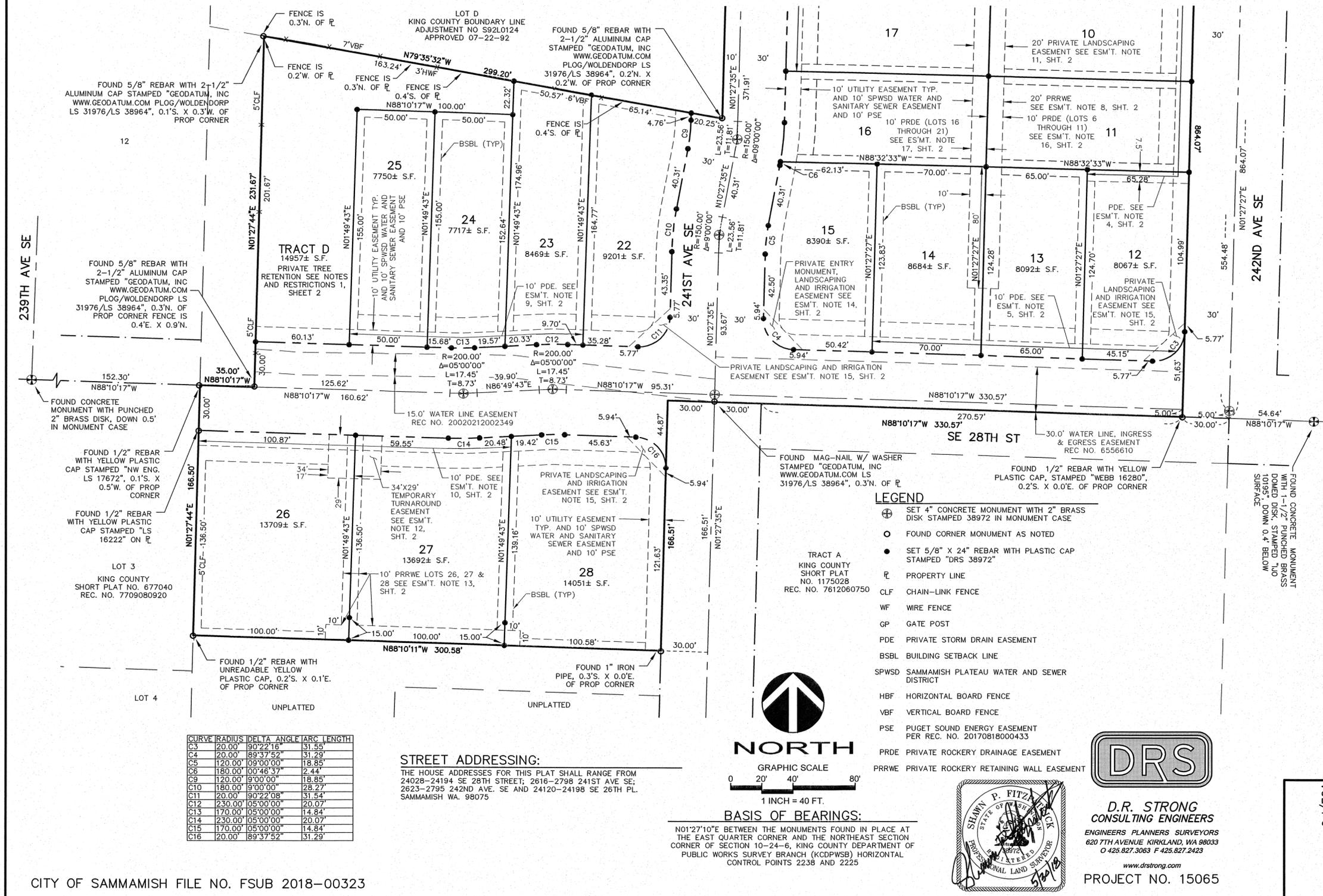
A PORTION OF THE NE. 1/4 AND THE SE. 1/4 OF THE NE. 1/4 SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RECORDING NO.

VOL/PG

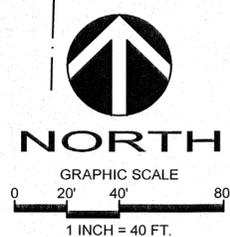
SHEET 6 OF 7

SEE SHEET 5 FOR CONTINUATION



CURVE	RADIUS	DELTA	ANGLE	ARC LENGTH
C3	20.00'	90°22'16"		31.55'
C4	20.00'	89°37'52"		31.29'
C5	120.00'	09°00'00"		18.85'
C6	180.00'	00°48'37"		2.44'
C9	120.00'	9°00'00"		18.85'
C10	180.00'	9°00'00"		28.27'
C11	20.00'	90°22'08"		31.54'
C12	230.00'	05°00'00"		20.07'
C13	170.00'	05°00'00"		14.84'
C14	230.00'	05°00'00"		20.07'
C15	170.00'	05°00'00"		14.84'
C16	20.00'	89°37'52"		31.29'

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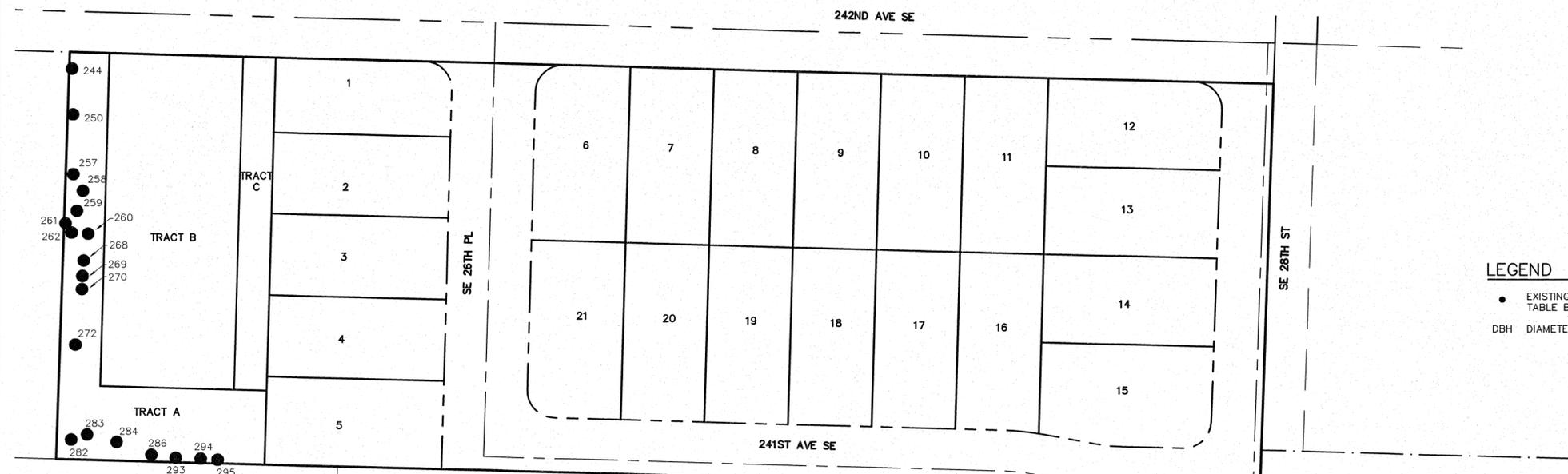
CITY OF SAMMAMISH FILE NO. FSUB 2018-00323

VOL/PG

**CROWNFIELD**

A PORTION OF THE NE. 1/4 AND THE SE. 1/4 OF THE NE. 1/4 SECTION 10, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RECORDING NO.	VOL/PG
	SHEET 7 OF 7



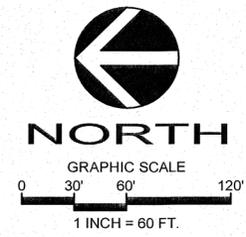
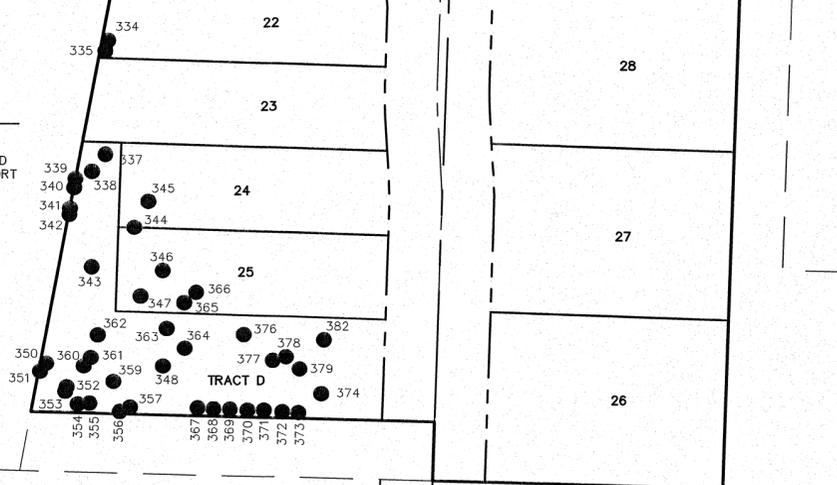
**LEGEND**  
 ● EXISTING TREE TO BE RETAINED SEE TABLE BELOW  
 DBH DIAMETER AT BREAST HEIGHT

**TREE LEGEND**

TREE NUMBER	SPECIES	DBH	TREE NUMBER	SPECIES	DBH
244	DOUGLAS FIR	24	347	BIGLEAF MAPLE	20
250	DOUGLAS FIR	24	348	DOUGLAS FIR	27
257	DOUGLAS FIR	34	350	DOUGLAS FIR	8
258	DOUGLAS FIR	34	351	DOUGLAS FIR	28
259	DOUGLAS FIR	29	352	DOUGLAS FIR	12
260	GRAND FIR	9	353	DOUGLAS FIR	8
261	DOUGLAS FIR	21	354	DOUGLAS FIR	15
262	DOUGLAS FIR	23	355	DOUGLAS FIR	8
268	GRAND FIR	12	356	WESTERN RED CEDAR	20
269	GRAND FIR	9	357	WESTERN RED CEDAR	14
270	GRAND FIR	10	359	DOUGLAS FIR	21
272	DOUGLAS FIR	22	360	DOUGLAS FIR	8
282	DOUGLAS FIR	21	361	DOUGLAS FIR	11
283	DOUGLAS FIR	13	362	DOUGLAS FIR	28
284	DOUGLAS FIR	12	363	DOUGLAS FIR	28
286	DOUGLAS FIR	29.5	364	WESTERN RED CEDAR	12
293	DOUGLAS FIR	8	365	DOUGLAS FIR	21
294	DOUGLAS FIR	8	366	DOUGLAS FIR	29
295	DOUGLAS FIR	11	367	LEYLANDII CYPRESS	4/8/5
334	WESTERN RED CEDAR	8/12	368	LEYLANDII CYPRESS	6/5/3/4
335	WESTERN RED CEDAR	12	369	LEYLANDII CYPRESS	9
337	DOUGLAS FIR	9	370	LEYLANDII CYPRESS	7/5/4/3
338	CHERRY	14	371	LEYLANDII CYPRESS	9
339	WESTERN RED CEDAR	13	372	LEYLANDII CYPRESS	9
340	WESTERN RED CEDAR	11	373	LEYLANDII CYPRESS	7/7
341	WESTERN RED CEDAR	10	374	WESTERN RED CEDAR	14
342	WESTERN RED CEDAR	10	376	DOUGLAS FIR	18
343	BIGLEAF MAPLE	24	377	WESTERN RED CEDAR	16
344	DOUGLAS FIR	42	378	WESTERN RED CEDAR	20
345	DOUGLAS FIR	28	379	WESTERN RED CEDAR	20
346	DOUGLAS FIR	29	382	WESTERN RED CEDAR	30

**NOTE**  
 1. EXISTING TREE LOCATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY PERFORMED BY THIS FIRM IN JULY, 2015. TREE SIZES AND SPECIES ARE BASED ON THE ARBORIST REPORT PREPARED BY CREATIVE LANDSCAPE SOLUTIONS. DATED APRIL 28, 2016.

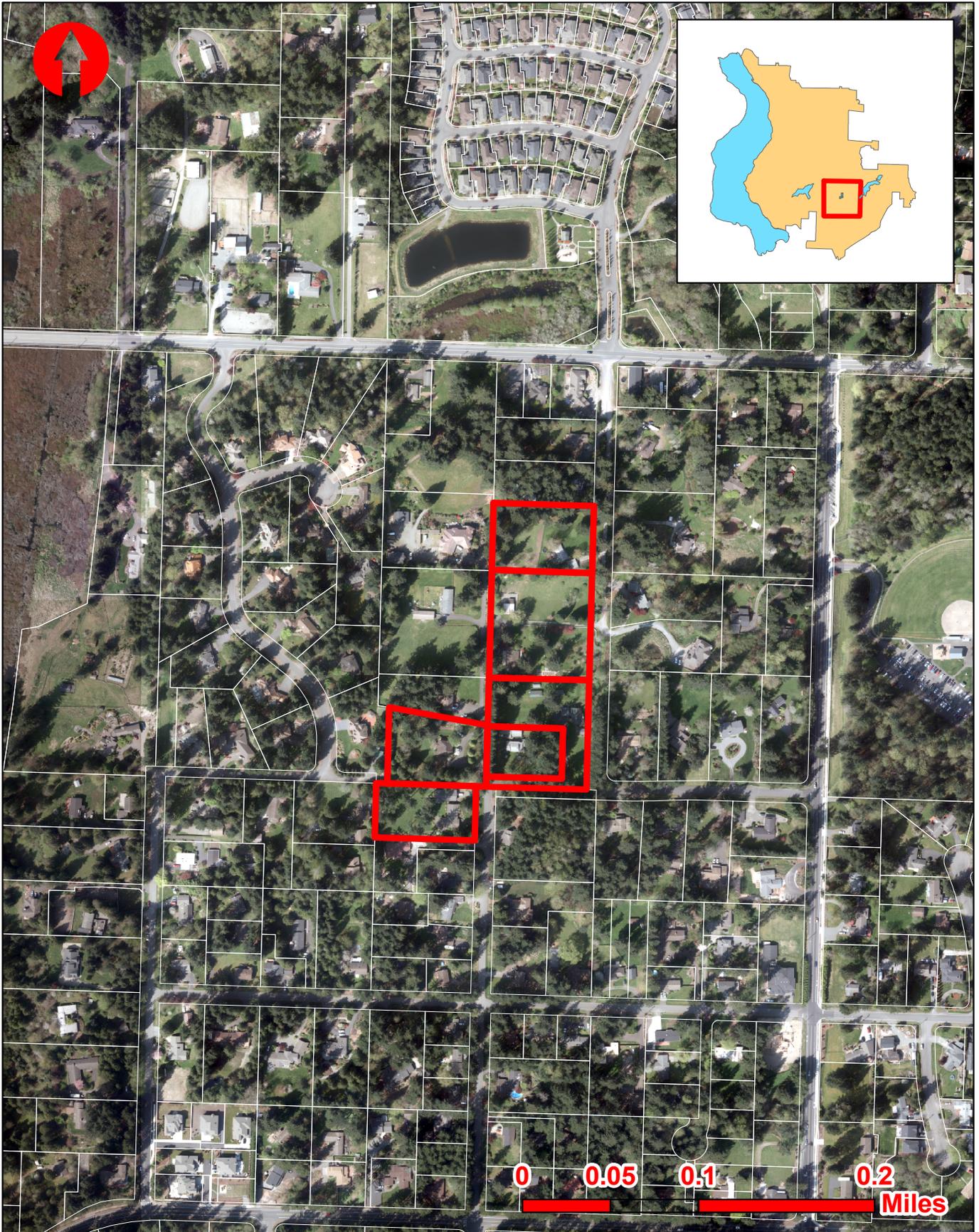
**TREE RETENTION NOTE**  
 TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF CHAPTER 21A.37 SMC. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF CHAPTER 21A.37 SMC. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT 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 CHAPTER 21A.37 SMC.



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CITY OF SAMMAMISH FILE NO. FSUB 2018-00323

VOL/PG



**Agenda Bill**  
 City Council Regular Meeting  
 June 19, 2018



<b>SUBJECT:</b>	Stormwater Pond Cattail Vegetation Removal	
<b>DATE SUBMITTED:</b>	June 04, 2018	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the City Manager to award and execute a contract with May Valley Excavation, Inc. for stormwater pond cattail vegetation removal in the amount of \$252,764.60, and administer a 10% construction contingency in the amount of \$25,000.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Signed Contract</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$277,764.60	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	408-000-531-35-41-00 Surface Water Maintenance and Operations Professional Services Fund	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall the City Council authorize the City Manager to award and execute a contract with May Valley Excavation, Inc. for stormwater pond cattail vegetation removal?

**KEY FACTS AND INFORMATION SUMMARY:**

The Stormwater Pond Cattail Vegetation Removal Project was publically advertised on May 10, 2018. Two (2) contractors submitted bid proposals for the project. Bids proposals were opened on May 31, 2018. May Valley Excavation, Inc. was identified as the lowest responsible and responsive bidder.

The contract may be renewed at the City's option for up to three (3) additional one-year terms. Compensation may be adjusted based on the increase in the June to June Seattle Consumer Price Index-Urban (CPI-U) rate.

Cattail vegetation in stormwater ponds can restrict volume capacity and proper drainage in stormwater ponds. Removal is needed to maintain adequate facility capacity and function and meet the City's National Pollution Discharge Elimination System (NPDES) permit requirements. Public Works has identified thirteen (13) ponds in which cattail vegetation removal is needed to maintain adequate pond function.

**FINANCIAL IMPACT:**

The estimated project cost based on the lowest bidder's cost proposal and a 10% construction contingency is \$277,764.60. This project is funded through the Surface Water Management Fund for Professional Services in Maintenance & Operations.

**OTHER ALTERNATIVES CONSIDERED:**

Failure to award a construction contract will result in a delay in stormwater pond maintenance and potential capacity failures in the stormwater system. This is not recommended, as delaying or abstaining from stormwater pond maintenance does not meet the City's NPDES permit requirements and is also contrary to the City's Storm and Surface Water Management Comprehensive Plan (2016) and the City Comprehensive Plan.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

**City Comprehensive Plan:**

*Environment and Conservation*

- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.

**City of Sammamish Storm and Surface Water Management Comprehensive Plan (2016)**

- Goal 1 (G.1) – Comprehensively evaluate and address problems related to the existing stormwater system and manage storm and surface water systems to ensure longevity of assets.



**SMALL PUBLIC WORKS SERVICE CONTRACT**

Between: City of Sammamish and May Valley Excavation Inc.  
Project: 2018 Stormwater Pond Cattail Vegetation Removal  
Commencing: June 19, 2018 (anticipated authorization to proceed July 2, 2018)  
Terminating: December 31, 2018  
Amount: Not to exceed \$ 252,764.60

**THIS CONTRACT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and May Valley Excavation Inc.(the "Contractor").

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for and

**WHEREAS**, pursuant to the invitation of the City, extended through the Municipal Research Service Center’s Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

- 1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit “A” of this contract (“Work”). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.
- 2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 10% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor’s city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

**3. Payment.** The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit “B” or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

**4. Warranties/Guaranty.**

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City’s final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

**5. Change Orders.** Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

**6. Insurance.** The Contractor shall procure and maintain for the duration of the contract, 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 Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

**7. Performance Bond/Prevailing Wages**

~~7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".~~

- 7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of

the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

**8. Assignment/Delegation.** The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

**9. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

**10. Termination.**

10.1 The City reserves the right to terminate or suspend this Contract 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 Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

**11. Duration.** This contract may be renewed at the City's option for up to three (3) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

**12. Indemnification/Hold Harmless.** The Contractor 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 in connection with the performance of this Contract, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

**13. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

**14. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

**15. Waiver.** Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

**16. Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

**17. Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

**18. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

**19. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**20. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

**TO CITY:**

**TO CONTRACTOR:**

City of Sammamish, and Department of Public Works

Contractor:  
May Valley Excavation Inc

Contact Name: Lisa Werre

Contact Name: Brian Davis

Street Address: 801 228<sup>th</sup> Avenue SE

Street Address: PO Box 2210

City, State, Zip: Sammamish, WA 98075

City, State, Zip: Issaquah WA 98027

Phone: (425) 295-0500

Phone: 425-531-0642

Contact email: lwerre@sammamish.us

Contact email: vallx@msn.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: \_\_\_\_\_

By: Sharon Dain

Title: \_\_\_\_\_

Title: Treasurer

Date: \_\_\_\_\_

Date: 6/4/18

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney



**SCOPE OF SERVICES**  
Per the Invitation to Bid including Prices

Stormwater Pond Cattail Vegetation Removal shall be completed in accordance with Exhibit A as described below:

**Cattail Removal Including Haul**

Cattail removal including haul shall be measured per cubic yard (CY).

Cattails in stormwater facilities shall be machine excavated and/or cleared by hand. Cattails shall include the plant, root ball, and associated sediment. Staging with swamp mats, or other acceptable stabilizing mats, for heavy equipment shall be provided by the contractor. All removed cattails shall be left onsite for a minimum drying period of three (3) consecutive days in which there is no precipitation. The City inspector will determine when small levels precipitation shall be acceptable. The drying period may be extended dependent of weather conditions. After a minimum of 3 days of drying, cattails shall be hauled offsite for disposal. Disposal site invoicing shall be provided to the City indicating the cubic yards deposited.

Cattails shall be hauled offsite and disposed of by the contractor. The contractor shall be entirely responsible for material haul and disposal, including meeting all federal, state, and local requirements. Some disposal sites will require pond soil testing prior to disposal. It shall be the contractor's responsibility to verify testing requirements and perform soil testing if required by disposal site.

Specifically included in, but not limited to, the Contract price for this item are all costs for:

- Securing and providing the name and address of disposal site prior to cattail removal operations;
- Removing and drying cattails;
- Haul and disposal;
- Any soil testing required for disposal site;
- Minor grading to repair scour areas as directed by the City Inspector;

The Contractor shall provide all labor, tools, specialized equipment, material, supplies, supervision and transportation. Mobilization shall be considered incidental to this bid item work.

**Water Pollution/Erosion Control**

Water Pollution/Erosion Control shall be measured per each pond.

The Contract price per lump sum shall include all costs for the work required to furnish, install, maintain, and remove water pollution/erosion control measures as required to maintain water quality and erosion control best management practices (BMPs).

Specifically included in, but not limited to, the Contract price for this item are all costs for:

- Stockpiling the specified quantities of erosion control materials on site, ready for use;

- Street sweeping;
- Repair and maintenance of water pollution and erosion control BMPs;
- Straw mulching disturbed areas;
- Covering and recovering stockpiles with plastic sheeting.

The City Inspector will instruct the contractor if water pollution/erosion control shall be required at each stormwater facility. Some facilities may not require water pollution/erosion control in accordance to this bid item.

**Traffic Control**

Traffic control shall be measured per each pond.

Traffic control shall be provided by the Contractor in accordance to MUTCD standards. If any work will impact public right-of-way, the Contractor shall be responsible to obtain a City right-of-way use permit. The Contract price per lump sum shall be full compensation for all labor (e.g., flaggers), material, tools, equipment, permits, and incidentals necessary to satisfactorily complete the traffic control work.

The Contractor is reminded that specifically included in the lump sum price for traffic control are all costs for:

- Certified trained flaggers;
- Furnishing, installing, maintaining and removing temporary traffic control signage;
- Furnishing, installing, maintaining and removing traffic cones, barrels, barricades.

The City Inspector will instruct the contractor if traffic control shall be required at each stormwater facility. Some facilities may not require traffic control in accordance to this bid item.

**Water Bypass System**

Water bypass shall be measured per each pond.

Pumping of stormwater shall be to an acceptable downstream discharge location approved by the Public Works inspector. Pumping rate shall not exceed the capacity of a 4-inch pump hose. Ultra-quiet generator and other means available shall be used to limit noise disturbance. Generator shall not be used outside the construction hours.

The contract per lump sum shall be full compensation for all labor, materials, tools, equipment and incidentals required to furnish, install, repair, maintain, and remove the water bypass system needed to protect water quality and keep the work area dry for all sites. Specifically included in, but not limited to, the Contract price for this item are all costs for:

- Installation of sand bag diversion weirs;
- Temporary piping and pumping, as required;
- Installation, maintenance, and removal of pumped bypass;
- Dewatering of excavation areas in sediment basins;
- Operation, maintenance, and removal of all bypass materials and equipment;

**Property Restoration**

Property Restoration shall be measured per each pond.

The contract per lump sum shall be for property restoration for all sites that includes full compensation for all labor, material, tools and equipment, and supplies necessary to restore the areas disturbed by the Contractor’s activities to their original or better condition, including, but not limited to:

- Fine grading disturbed areas to restore to original conditions or better;
- Removal, haul, and disposal of existing surplus materials and unsuitable materials;
- Hydro-seeding and fertilizing all disturbed grass areas.

The intent of this work is to restore all areas disturbed by the Contractor’s activities to their original or better condition to the satisfaction of the City Inspector.

The City Inspector will instruct the contractor if property restoration shall be required at each stormwater facility. Some facilities may not require property restoration in accordance to this bid item.

**BID QUANTITY SHEET**

Bid Items	Description	UNIT	Quantity	Unit Price	Total Amount
1	Cattail Removal, Incl. Haul	CY	507	\$ 368.00	\$ 186,576.00
2	Water Pollution/Erosion Control	EACH	6	\$ 975.00	\$ 5,850.00
3	Traffic Control	EACH	13	\$ 1,028.00	\$ 13,364.00
4	Water Bypass System	EACH	13	\$ 1,292.00	\$ 16,796.00
5	Property Restoration	EACH	6	\$ 1,200.00	\$ 7,200.00
				TAX 10%	\$ 22,978.60
				Subtotal	\$ 229,786.00
				TOTAL	\$ 252,764.60

EXHIBIT B  
CITY OF SAMMAMISH  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0500  
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- Corporation
- Partnership
- Government
- Individual/Proprietor
- Other (explain)
- Consultant

TIN No.: 602 729 402 Social Security No.: \_\_\_\_\_

Print Name: Sharon Davis

Title: Treasurer

Business Name: May Valley Excavation Inc.

Business Address: PO BOX 2210 Issaquah WA 98027

Business Phone: 425.531.0642

6/4/18  
Date

Sharon Davis  
Authorized Signature (Required)

**Agenda Bill**  
 City Council Regular Meeting  
 June 19, 2018



<b>SUBJECT:</b>	Contract Award for East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance	
<b>DATE SUBMITTED:</b>	May 31, 2018	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the City Manager to award and execute a contract with Iron Creek Construction, LLC for ditch and culvert maintenance along East Lake Sammamish Parkway (Phase 2 South Segment) in the amount of \$154,550, and administer a 10% construction contingency in the amount of \$15,455.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Contract</a> <a href="#">2. Exhibit 2 - Vicinity Map</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$170,005	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	408-000-531-35-41-00 Surface Water Management Fund – Maintenance and Operations – Professional Services	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall City Council authorize the City Manager to award and execute a contract with Iron Creek Construction, LLC for ditch and culvert maintenance along ELSP and additional, minor stormwater infrastructure maintenance projects throughout the City?

**KEY FACTS AND INFORMATION SUMMARY:**

The East Lake Sammamish Parkway (Phase 2 South Segment) Ditch and Culvert Maintenance was publicly advertised for construction in May 2018. One (1) contractor submitted a bid proposal for this project. Bid proposals were opened May 23, 2018. Iron Creek Construction, LLC has been verified as the lowest responsive and responsible bidder.

**Background**

In 2016, City Council approved the *Storm and Surface Water Management Comprehensive Plan* which included the identification of enhanced levels of service to provide proactive ditch and culvert maintenance (Action G.5.2.A), primarily targeted at East Lake Sammamish Parkway. Staff executed the East Lake Sammamish Parkway (Phase 1 North Segment) and Louis Thompson Road Ditch and Culvert Maintenance contract in 2017, with the intent of completing ditch and culvert maintenance for the South section of East Lake Sammamish Parkway, between Inglewood Hill Road and Peregrine Point Way SE, in 2018.

Surface water generated along East Lake Sammamish Parkway is primarily conveyed via a roadside ditch network with occasional culverts providing conveyance under driveways and periodically under and across the road towards Lake Sammamish. These open water ditches are integral to the City's stormwater conveyance system. In addition to conveyance, these ditches can provide other functions such as water quality treatment through vegetative growth in the ditches (e.g., filtering pollutants and sediment). However, the ditches require maintenance when they become overgrown with vegetation, filled with sediment or debris, or experience erosion.

This project is to conduct ditching activities to clean out sediment, mow vegetation, and otherwise re-establish ditches to their original functions. Culvert maintenance (e.g., cleaning, removing debris) is also included. This work will impact traffic on the Parkway for the duration of the project at this location, which is estimated to occur between July and August. Staff will utilize all available channels to communicate information about the partial road closures well in advance including emails, City website and variable message boards.

Also included in the 2018 contract is ditch maintenance at six additional locations in the City. This list was generated from facility deficiencies noted during routine City inspections and citizen action requests. City maintenance crews do not have the capacity to complete maintenance at these six locations in calendar year 2018.

**FINANCIAL IMPACT:**

The estimated project cost based on the lowest bidder's cost proposal and a 10% construction contingency, is \$170,005. This project is funded through the Surface Water Management Fund for Professional Services in Maintenance & Operations.

**OTHER ALTERNATIVES CONSIDERED:**

Failure to award a construction contract will result in a delay in ditch maintenance in future years. This is not recommended, as there is additional ditch maintenance that should occur annually, in perpetuity. Delaying or abstaining from ditch work also is contrary to the City's Storm and Surface Water Management Comprehensive Plan (2016), and the City Comprehensive Plan.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

**City Comprehensive Plan:**

*Environment and Conservation*

- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.

**City of Sammamish Storm and Surface Water Management Comprehensive Plan (2016)**

- Objective G.5.2 – Identify maintenance projects that improve the functionalist of the surface and stormwater system.
- Action G.5.2.A Ditch and Culvert Maintenance – Conduct ditch and culvert maintenance on up to 2 miles of the City’s ditch system per year.



RECEIVED  
JUN 1 - 2018  
CITY OF SAMMAMISH

**SMALL PUBLIC WORKS CONTRACT**

Between: Iron Creek Construction, LLC, and the City of Sammamish  
Project: East Lake Sammamish Parkway (Phase 2 South Section) Ditch and Culvert Maintenance  
Commencing: 20 June, 2018  
Terminating: 31 December, 2018  
Amount: \$154,550.00

**THIS CONTRACT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Iron Creek Construction, LLC, (the "Contractor").

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for the City of Sammamish East Lake Sammamish Parkway (Phase 2 South Section) Ditch and Culvert Maintenance and

**WHEREAS**, pursuant to the invitation of the City, extended through the Municipal Research Shared Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

- 1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.
- 2. Contract Documents.** The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 10% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

**3. Payment.** The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit “B” or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

**4. Warranties/Guaranty.**

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City’s final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

**5. Change Orders.** Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

**6. Insurance.** The Contractor shall procure and maintain for the duration of the contract, 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 Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

**7. Performance Bond/Prevailing Wages**

7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".

7.2 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference

made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

**8. Assignment/Delegation.** The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

**9. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

"The Contractor will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

**10. Termination.**

10.1 The City reserves the right to terminate or suspend this Contract 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 Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

**11. Indemnification/Hold Harmless.** The Contractor 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 in connection with the performance of this Contract, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

**12. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

**13. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

**14. Waiver.** Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

**15. Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

**16. Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

**17. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

**18. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**19. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

**TO CITY:**

**TO CONTRACTOR:**

City of Sammamish, and

Contractor: Iron Creek Construction, LLC

Contact Name: Danika Globokar

Contact Name: Nathan Dodson

Street Address: 801 228<sup>th</sup> Ave NE

Street Address: 22525 SE 64<sup>th</sup> Pl, Suite 2228

City, State, Zip: Sammamish, WA 98075

City, State, Zip: Issaquah, WA 98027

Phone: (425) 295-0500

Phone: 425-830-5979

Contact email: dglobokar@sammamish.us

Contact email: nathan@ironcreek  
construction.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Member \_\_\_\_\_

Date: \_\_\_\_\_

Date: 5/30/2018 \_\_\_\_\_

Attest/Authenticated:  
\_\_\_\_\_

Approved as to Form:  
\_\_\_\_\_

City Clerk

City Attorney

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

**General**

The City of Sammamish is soliciting your bid on a small works project for ditch and culvert maintenance along East Lake Sammamish Parkway (ELSP) NE and SE, between Inglewood Hill Road and Peregrine Point Way SE in Sammamish, WA. Ditching and culvert maintenance work shall occur between June and August 2018. Another component of the contract shall be a force account through which the contractor will assist the City in completion of several additional stormwater maintenance projects. Work under the force account shall be completed after ditch and culvert maintenance on ELSP is complete. All contract work will be complete by 31 October 2018.

**Description of Work – East Lake Sammamish Parkway (ELSP)**

We require a contractor to clear debris from and enlarge/deepen roadside ditches along the east side of East Lake Sammamish Parkway (ELSP) NE and SE, between Inglewood Hill Road and Peregrine Point Way SE. Ditch maintenance includes clearing and grubbing, excavation, grading, and stabilization of existing ditches. Areas cleared of debris and grass will be hydro-seeded by the contractor. There are also ditch segments along the east side of ELSP where street stormwater cannot easily flow into the ditch because of the presence of a roadside “vegetated berm.” Removal of these berms includes grubbing of material to allow for positive drainage, and haul of removed material. The attached maps in Exhibit A show locations that require various types of maintenance. Ditch segments are classified as either, “Ditch Maintenance and Berm Removal,” “Berm Removal Only,” or, “Remove debris in ditch/shoulder.”

Additionally, culverts in the ditches are typically full of sediment and need cleaning and jetting, minor clearing and grading, minor excavation, and some culvert end protection to restore proper function. Culverts parallel to ELSP traverse under private driveways, utility easements, and public and private streets. Culverts perpendicular to ELSP allow water to pass under the parkway. All culverts noted on the attached maps in Exhibit A require cleaning and jetting. Culverts parallel to ELSP, passing under driveways and utility easements, do not require end protection. Culverts parallel to ELSP, passing under private and public streets, require end protection (armoring) at the inlets and outlets of culverts with 2- to 4-inch rock. Culverts perpendicular to ELSP require end protection (armoring) of just the upstream (east) side of the culvert. No armoring is needed at the culvert outlets on the west side.

**Description of Work – Force Account**

The City has several small-scale stormwater drainage maintenance projects throughout the City that City Maintenance Crews cannot complete this calendar year. The scope of work for this contract includes a force account to allow a private contractor to complete these projects. A brief description of currently identified projects is below. Additional projects may emerge prior to completion of the contract. Force account work and associated costs must be approved by the City’s Project Manager in writing prior to work commencing, and will be based on the contractor’s estimated number of working days, and cost for traffic control, mobilization, property restoration, and all labor, materials, and equipment to complete the work. The City shall obtain all necessary permits, approvals, and easements required to complete the work.

1. Loree Estates Stormwater Tightline (Cost estimate: \$7,500)  
The City requires a contractor to install a surface-staked, flexible-pipe (minimum diameter 12") to convey stormwater from the end of a City-owned easement to an acceptable, approved discharge point at Pine Lake Creek that will reduce current erosion impacts. The flexible pipe shall be approximately 150 to 200 LF in length, and accommodate a grade change of approximately 30 feet from top to bottom of slope.
2. NE 30<sup>th</sup> Court and E Lake Sammamish Parkway Slide (Cost estimate: \$9,000)  
Concentrated runoff from ELSP drained over erodible soils on the west side of ELSP, resulting in an over-steepened slough that occurred last year. City crews have installed a tightline pipe system to convey water past the steepened zone, but additional work is required to stabilize the slope. The City requires a contractor to install large two- to three-man rounded boulders on the slope, and cover with geo-fabric and plantings to stabilize the area.
3. NE 10<sup>th</sup> Place and 213<sup>th</sup> Place NE Ditch Maintenance (Cost estimate: \$7,500)  
Approximately 400 LF of ditch maintenance and cleaning/armoring five sets of driveway culverts (10 end protections, and approximately 75 LF of culvert cleaning)
4. NE 27<sup>th</sup> Place Ditch Maintenance (Cost estimate: \$7,000)  
Approximately 100 LF of ditch maintenance.
5. Pond D92583 at 2203 204<sup>th</sup> Place NE Swale Maintenance (Cost estimate: \$5,000)  
City-owned stormwater swale needs to be re-ditched and removable bollards need to be replaced. Areas where earthwork occurs will need to be revegetated with a pre-approved hydroseed mix.
6. Pond D92610 at 23700 SE 8<sup>th</sup> St Swale Maintenance (Cost estimate: \$5,000)  
City-owned stormwater pond requires vegetation removal and minor re-grading from approximately 200LF of swale. Areas where earthwork occurs will need to be revegetated with a pre-approved hydroseed mix.

**Traffic Control**

Any Contractor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the Contract.

**Safety Equipment**

Two Class B size II fire extinguishers will be required in vehicles working at/on City property. In addition, all contract employees shall be provided (by the contractor) and wear appropriate Personal Protective Equipment (PPE). Spill kits shall be provided by the contractor in each

vehicle working on city property. That kit should include at a minimum a container (bucket and plastic bags), oil absorbent pads and oil absorbent booms minimum of 3 inches in diameter.

**Working Days**

The first working day shall be the date of the Notice to Proceed, anticipated to be issued June 20<sup>th</sup>. All the contract work for ELSP ditching and culvert maintenance shall be completed prior to 01 September 2018. The contract work for work performed under the force account shall be completed prior to 31 October, 2018.

**Construction Hours**

Per Sammamish Municipal Code (SMC) 16.05.030

Hours of construction are Monday through Friday: 7:00 a.m. to 8:00 p.m., Saturdays: 9:00 a.m. to 6:00 p.m. and no construction on Sundays or 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. Any lane closures on East Lake Sammamish Parkway will be allowed only between 9:30 AM to 3:00 PM Monday through Friday.

**Questions**

Any questions shall be in writing and emailed to me by Tuesday, May 15<sup>th</sup>, at 5pm. Responses will be provided in email to all bidders by 5pm on Thursday, May 17<sup>th</sup>.

**Bids Due and Contract Award**

Please provide bids by email to [dglobokar@sammamish.us](mailto:dglobokar@sammamish.us) by 4pm Wednesday, May 23<sup>rd</sup>. The bid will be awarded to the lowest responsive and responsible bidder. The City shall notify all bidders of apparent low bidder by Thursday, May 24<sup>th</sup>, 2018. Contract shall be awarded at the regular City Council Meeting on June 19, 2018.

**Contract Completion**

The contract shall expire December 31, 2018.

**Bid Items:**

**1. Traffic Control**

Traffic control shall be measured per lump sum.

The Contract price per lump sum shall be full compensation for all labor (e.g., flaggers), material, tools, equipment and incidentals necessary to satisfactorily complete the traffic control work.

The Contractor is reminded that specifically included in the lump sum price for traffic control are all costs for:

- o Certified trained flaggers;
- o Furnishing, installing, maintaining and removing temporary traffic control signage;
- o Furnishing, installing, maintaining and removing traffic cones, barrels, barricades.

Temporary traffic control shall be provided by the contractor consistent with current MUTCD and WSDOT Standard Plans and Details. A traffic control plan shall be submitted a minimum 48-hours prior to work to the City Project Manager for approval. Any lane closures on East Lake Sammamish Parkway will be allowed only between 9:30 AM to 3 PM Monday through Friday. School buses shall be treated as emergency vehicles. Maximum traffic queue shall be limited to 5 minutes. Minimum 10-ft travel lanes shall be provided. Full road closure shall not be allowed.

**2. Mobilization**

There is not an available bone yard in the right-of-way to stockpile along East Lake Sammamish Parkway so other arrangements will be needed by the Contractor. Parking may be allowed in or adjacent to the right-of-way where not prohibited by signage or other restrictions. No arrangements have been made by the City for parking/staging on private property.

**3. Culvert End Protection**

Culvert end protection consists of clearing and grading and minor excavation of the inlet or outlet areas of a culvert. Contractor shall clear, grade, remove, haul out excess material, and place 2- to 4-inch rock as erosion stabilization of the culvert inlet or outlet. The cost of rock material shall be included as a separate bid item. Rocks shall be placed into the side and headwalls of the ditch embankment and 3-feet into the channel, imbedded minimum 6-inches to provide adequate channel armoring and stabilization from erosive stormwater runoff. Some minor earthwork around the inlets and outlets may be required to provide positive drainage.

**4. Culvert Cleaning/Jetting**

Cleaning and jetting a culvert will consist of using a vacator truck to clean all debris and soil from the entire length of each culvert identified.

**5. Complete Ditch Maintenance, incl. Haul**

Ditch maintenance shall include clearing and grubbing, excavation, debris removal, hauling, grading, and stabilization of existing ditches. Excessive debris shall be removed from ditches such that the ditch has 2:1 minimum side slopes and provides gravity drainage and conveyance of water through the existing culvert system. Excessive debris shall also be cleared from the pavement edge to ditch flow line such that all "vegetated berms" are removed. Costs for this bid item shall include minor surveying of relative culvert invert elevation as needed to verify drainage directions in the field. Debris includes, but is not limited to, branches, vegetation, soil, rock, and refuse. Removed debris shall be hauled off-site to approved waste facility; there is no location in Sammamish deposit waste material. This bid item is called out as "Ditch Maintenance and Berm Removal" on the attached maps in Exhibit A.

**6. Vegetated Berm Removal, incl. Haul**

Some ditch segments provide adequate flow of water through the ditch system itself, but a "vegetated berm" along the pavement edge prevents water from reaching the ditch. For these segments of ditches, no work is required in the ditch. This bid item includes the removal of vegetation and soil from the pavement edge in an approximate one-foot-wide and six-inch-deep swath to allow drainage to the ditch, and haul of removed material. Removed debris shall be hauled off-site to approved waste facility; there is no location in

Sammamish deposit waste material. The removed debris shall not be left in the ditch system or in the right-of-way. This bid item is called out as "Berm Removal Only" on the attached maps in Exhibit A.

**7. 2- to 4-inch Rock, Incl. Haul**

Angular rock, 2- to 4-inches in diameter, for culvert end protection.

**8. Hydroseed**

Areas where the contractor performed "Complete Ditch Maintenance" shall be hydro-seeded upon completion of earthwork and prior to October 1, 2018. Hydroseed mix shall be a submitted for approval prior to application.

**9. Force Account**

The estimated cost for the currently-identified projects is \$41,000. The City assumes there will be additional, similar stormwater project needs that emerge before the contract is complete. Thus, the total force account value is \$50,000. The contractor shall not change this number on their bid submittal. Force account work and associated costs must be approved by the City's Project Manager in writing prior to work commencing, and will be based on the contractor's estimated cost in time and materials.

EXHIBIT B  
CITY OF SAMMAMISH  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0500  
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the 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:

- |   |  |                                     |
|---|--|-------------------------------------|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership     | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor  | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: 46-2367255

Social Security No.: \_\_\_\_\_

Print Name: Nathan Dodson

Title: Member

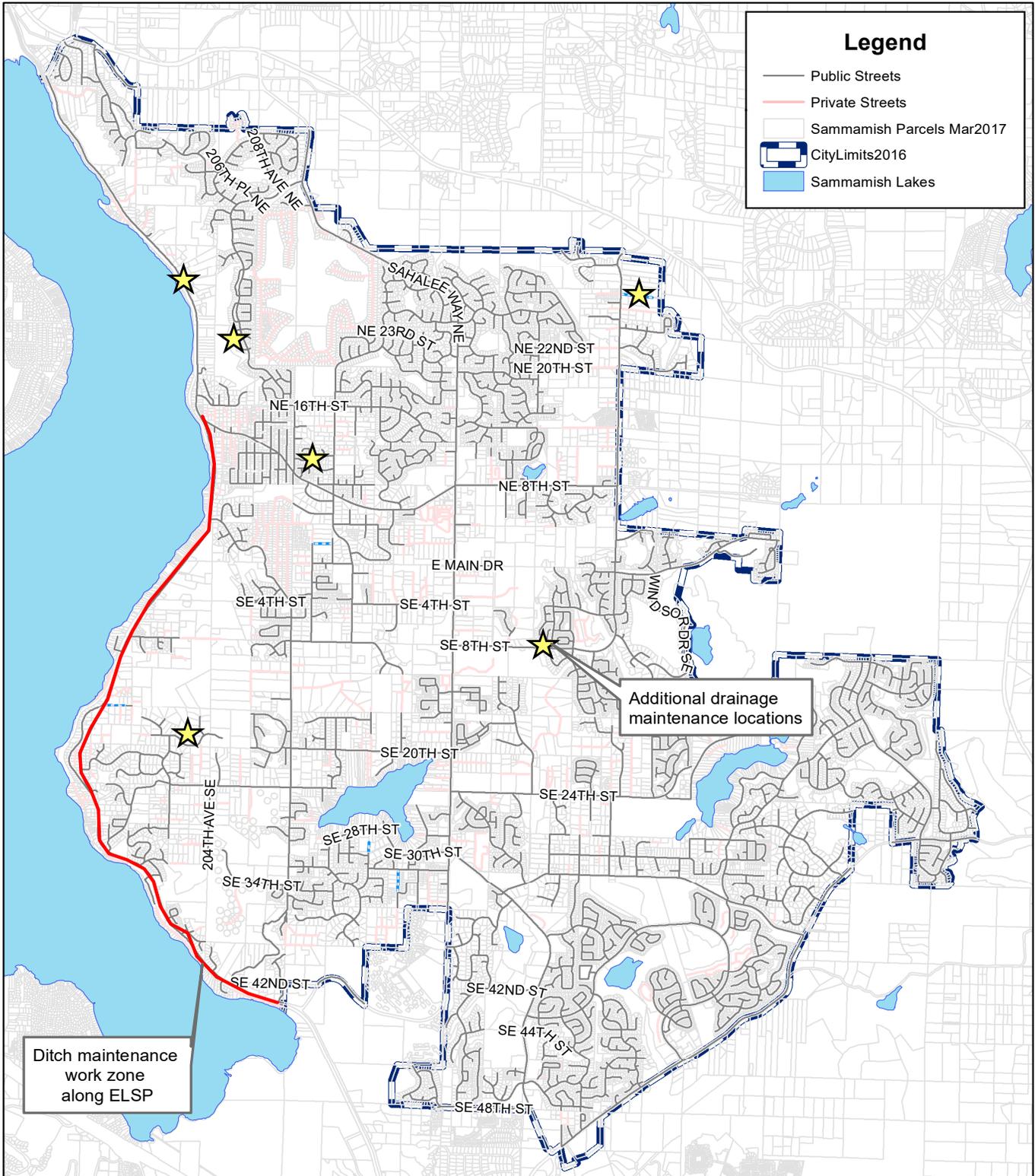
Business Name: Iron Creek Construction LLC

Business Address: 22525 SE 64<sup>th</sup> Pl Suite 2228 Issaquah, WA 98027

Business Phone: 425-557-5927

5/30/18  
Date

  
Authorized Signature (Required)



**Legend**

- Public Streets
- Private Streets
- ▭ Sammamish Parcels Mar2017
- ▭ CityLimits2016
- ▭ Sammamish Lakes

Ditch maintenance work zone along ELSP

Additional drainage maintenance locations



**Exhibit 2: Vicinity Map  
ELSP Ditch Maintenance  
Contract**

Document Path: P:\GIS\_Server\Users\DanikaG\2017\StormMap\MAPS\StormMap\_Master\_DRAFT.mxd / DGlobokar / 5/24/2018

**Agenda Bill**  
 City Council Regular Meeting  
 June 19, 2018



<b>SUBJECT:</b>	Zackuse Creek Fish Passage and Stream Restoration Project – Memorandum of Understanding with Snoqualmie Indian Tribe											
<b>DATE SUBMITTED:</b>	May 04, 2018											
<b>DEPARTMENT:</b>	Public Works											
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
<b>RECOMMENDATION:</b>	Authorize the City Manager to sign the Memorandum of Understanding with the Snoqualmie Indian Tribe to provide plant establishment and monitoring for the Zackuse Creek Fish Passage and Stream Restoration Project.											
<b>EXHIBITS:</b>	<a href="#">Exhibit 1 - Memorandum of Understanding- Snoqualmie Tribe</a>											
<b>BUDGET:</b>	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$0</td> <td><input type="checkbox"/> <b>Approved in budget</b></td> </tr> <tr> <td>Fund(s)</td> <td>N/A</td> <td><input type="checkbox"/> <b>Budget reallocation required</b></td> </tr> <tr> <td></td> <td></td> <td><input checked="" type="checkbox"/> <b>No budgetary impact</b></td> </tr> </table>			Total dollar amount	\$0	<input type="checkbox"/> <b>Approved in budget</b>	Fund(s)	N/A	<input type="checkbox"/> <b>Budget reallocation required</b>			<input checked="" type="checkbox"/> <b>No budgetary impact</b>
Total dollar amount	\$0	<input type="checkbox"/> <b>Approved in budget</b>										
Fund(s)	N/A	<input type="checkbox"/> <b>Budget reallocation required</b>										
		<input checked="" type="checkbox"/> <b>No budgetary impact</b>										
<b>WORK PLAN FOCUS AREAS:</b>	<table border="0"> <tr> <td><input type="checkbox"/>  Transportation</td> <td><input type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input type="checkbox"/>  High Performing Government</td> <td><input type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety											
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability											
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation											
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability											

**NEEDED FROM COUNCIL:**  
 Shall the Council authorize the City Manager to sign the Memorandum of Understanding (“MOU”) with the Snoqualmie Indian Tribe to provide plant establishment and monitoring for the Zackuse Creek Fish Passage and Stream Restoration Project (the “Zackuse Project”)?

**KEY FACTS AND INFORMATION SUMMARY:**  
 The Snoqualmie Indian Tribe (the “Tribe”) and the City are members of the Kokanee Work Group (the “KWG”) whose shared mission is to prevent the extinction of the Lake Sammamish kokanee population and recover it to sustainable levels. The Tribe is the recipient of the U.S. Fish & Wildlife Tribal Wildlife Grant (the “US Fish Grant”) in the amount of \$200,000 to support the Zackuse Project.

The MOU provides agreement that the Tribe will contribute necessary work related to the Zackuse Project. The City's Zackuse Project contractor (see May 15, 2018 City Council Meeting Agenda Bill for the [Zackuse Creek Fish Passage and Stream Restoration Project– Bid Award](#)) will provide clearing, grading, stream bedding, mulching, and composting for the Zackuse Project. In accordance to the MOU, the Tribe will contract vendors and coordinate volunteers to provide the plant establishment and plant monitoring required as conditions of project environmental permitting. The Tribe has successfully completed similar work on Ebright Creek, located just to the south of Zackuse Creek.

The MOU documents the City's continued partnership with the Snoqualmie Indian Tribe on the Zackuse Creek Fish Passage and Stream Restoration Project.

#### **FINANCIAL IMPACT:**

There is no financial impact associated with the Memorandum of Understanding with the Snoqualmie Indian Tribe. There would be no pass through money associated with the MOU.

#### **OTHER ALTERNATIVES CONSIDERED:**

The Council may not authorize the City Manager to sign the Memorandum of Understanding with the Snoqualmie Indian Tribe. This action would require a change order to be added to the City's contracted amount with the Zackuse Project contractor to meet environmental permitting requirements for plant establishment and monitoring.

#### **RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

##### [City of Sammamish Storm and Surface Water Management Comprehensive Plan](#)

- Goal 1 – Comprehensively evaluate and address problems related to the existing stormwater system and manage storm and surface water systems to ensure longevity of assets.
  - Action G.1.2.B – Support Partnership with Interested Stakeholders

**MEMORANDUM OF UNDERSTANDING  
CITY OF SAMMAMISH AND SNOQUALMIE INDIAN TRIBE**

**ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT**

**RECITALS**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Sammamish (the “City”) and the Snoqualmie Indian Tribe (the “Tribe”), (individually a “Party” and collectively the “Parties”), for the purposes set forth below.

WHEREAS, the City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW;

WHEREAS, the Tribe is a sovereign Indian nation, recognized as such by the United States federal government, the State of Washington, and local municipalities;

WHEREAS, the Parties are members of the Kokanee Work Group (the “KWG”) whose shared mission is to prevent the extinction of the Lake Sammamish kokanee population and recover it to sustainable levels that allow the re-opening of a kokanee fishery. Member entities of the KWG have been implementing strategic actions that are intended to produce improvements to the kokanee population’s survival prospects and ultimately help recover the population to sustainable and fishable levels;

WHEREAS, the City’s Zackuse Creek Fish Passage and Stream Restoration Project (the “City Zackuse Project”) is part of the implementation of KWG strategic actions as documented in the *2014 Blueprint for the Restoration and Enhancement of Lake Sammamish Kokanee Tributaries* (the “Blueprint”);

WHEREAS, the Parties, along with members of the KWG are partners in the City Zackuse Project;

WHEREAS, the City intends to implement the City Zackuse Project which includes the construction of a new fish passable box culvert under East Lake Sammamish Parkway (“ELSP”) and the restoration of approximately 400 linear feet of stream on Zackuse Creek upstream of ELSP during the summer of 2018;

WHEREAS, the City has completed the City Zackuse Project Plans as shown in Exhibit A for the wetland/stream mitigation as part of the City Zackuse Project;

WHEREAS, the City has applied for a Nationwide Permit 27 (Aquatic Habitat Restoration, Enhancement, and Establishment Activities) from the United States Army Corps of Engineers (the “Army Corps”), in which a wetland/stream mitigation and five (5) year plant establishment monitoring and maintenance plan is required (Exhibit B);

WHEREAS, the City represents that its contracts to design, construct, and inspect the City Zackuse Project are not subject to federal design/construction oversight;

WHEREAS, the Tribe is the recipient of the U.S. Fish & Wildlife Tribal Wildlife Grant (the “US Fish Grant”) in the amount of \$200,000 for the City Zackuse Project;

Exhibit 1

WHEREAS, the City is considered by the US Fish Grant as a Third Party that is contributing to the Tribe's efforts to accomplish the objectives set forth in the Tribe's grant proposal, and the City is not a contractor, nor is it a pass through entity receiving any federal funds under the US Fish Grant; and

WHEREAS, the Tribe agrees to use the US Fish Grant to provide project management, coordination, labor, materials, and five (5) year monitoring and maintenance for the plant establishment work related to the stream restoration portion of the City Zackuse Project;

NOW, THEREFORE, in consideration of the shared mission, partnerships, and mutual promises set forth herein, the Parties agree as follows:

**A. City and Tribe Shared Commitments**

1. Work together to complete the City Zackuse Project by November 2018, before late run kokanee use the tributary improvements.
2. Continue our partnership in the Kokanee Work Group to accomplish the shared commitment and mission of restoring Lake Sammamish kokanee.

**B. City Commitments**

1. Provide to the Tribe the City Zackuse Project Plans as shown in Exhibit A for the wetland/stream mitigation as part of the City Zackuse Project.
2. Provide to the Tribe the five (5) year plant establishment monitoring and maintenance plan for the City Zackuse Project as shown in Exhibit B.
3. Obtain all necessary permits, permissions, and easements for the City Zackuse Project wetland/stream mitigation and plant establishment monitoring and maintenance plan.
4. Provide to the Tribe documentation of City's design and construction expenditures (matching grant funds).
5. Provide all clearing and grading, grading for stream stabilization with woody debris and step pools, provide compost amended soils, and mulch to the landscaped areas in the City Zackuse Project as shown in Schedule A1 in Exhibit A.
6. Endeavor to complete work on the City's Zackuse Project by October 1, 2018 to allow the Tribe to mobilize for the plant establishment plan.

**C. Tribe Commitments**

1. Provide project management of the City Zackuse Project plant establishment plan in accordance to the City Zackuse Project Plans (Exhibit A).
2. Procure all plants as shown in the City Zackuse Project Plans (Exhibit A).
3. Contract vendors/contractors and coordinate volunteers, and lead volunteer events for the plant establishment plan as shown in Exhibit A.
4. Provide five (5) year plant establishment monitoring and maintenance (Exhibit B) in accordance with the approved Army Corps permit.

**D. General Provisions**

1. Indemnification and Hold Harmless.

Each Party agrees to defend, indemnify and hold harmless the other Party, its officers, officials, employees and volunteers against any and all claims, liability, demands, causes of action, damages, losses, costs,

expenses, judgments, and suits (including without limitation attorney fees and the fees of other professionals used in defending against such claims), arising out of or in connection with the indemnifying Party's acts or omissions under or in connection with this Agreement.

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 Parties, their officers, officials, employees, and volunteers, a Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' 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.

2. This Agreement contains the entire agreement of the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either Party. This Agreement may be amended only in writing, signed by both Parties. Either Party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

3. Nothing contained herein is intended to, nor shall be construed to create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representatives, to any third party.

4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any dispute arising under this Agreement, the parties agree to meet and confer in good faith to resolve any such disputes before resorting to any other process identified herein. Both parties will continue, without delay, to carry out their respective responsibilities under this Agreement that are not affected by the dispute. If the parties are unable to resolve the dispute by meeting and conferring in good faith, either party may submit a request for a dispute resolution process to the other party. Within fifteen (15) business days of the request for a dispute resolution process, each party will appoint one member to a Dispute Board. Within fifteen (15) more business days, the members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, Agreement terms, and applicable statutes, rules, and other authority and make a determination on how to resolve the dispute. The determination of the Dispute Board will be final and binding on both parties. Each party will be responsible for its own costs and fees, the cost for its appointed Dispute Board member, and will share equally the cost for the third Dispute Board member.



Exhibit 1

**EXHIBIT A**

- Zackuse Creek Fish Passage and Stream Restoration Project Plans

**EXHIBIT B**

- Five (5) year Monitoring and Maintenance Plan



PUBLIC WORKS DEPARTMENT  
801 228TH AVENUE SE  
SAMMAMISH, WA 98075

# CITY OF SAMMAMISH

KING COUNTY, WASHINGTON

## ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT



11241 Willows Road NE, Suite 200  
Redmond, WA 98052  
425.822.4446  
www.otak.com

FINAL SET - APRIL 2018

### CITY OF SAMMAMISH

CHRISTIE MALCHOW  
MAYOR

TOM HORNISH  
DEPUTY MAYOR

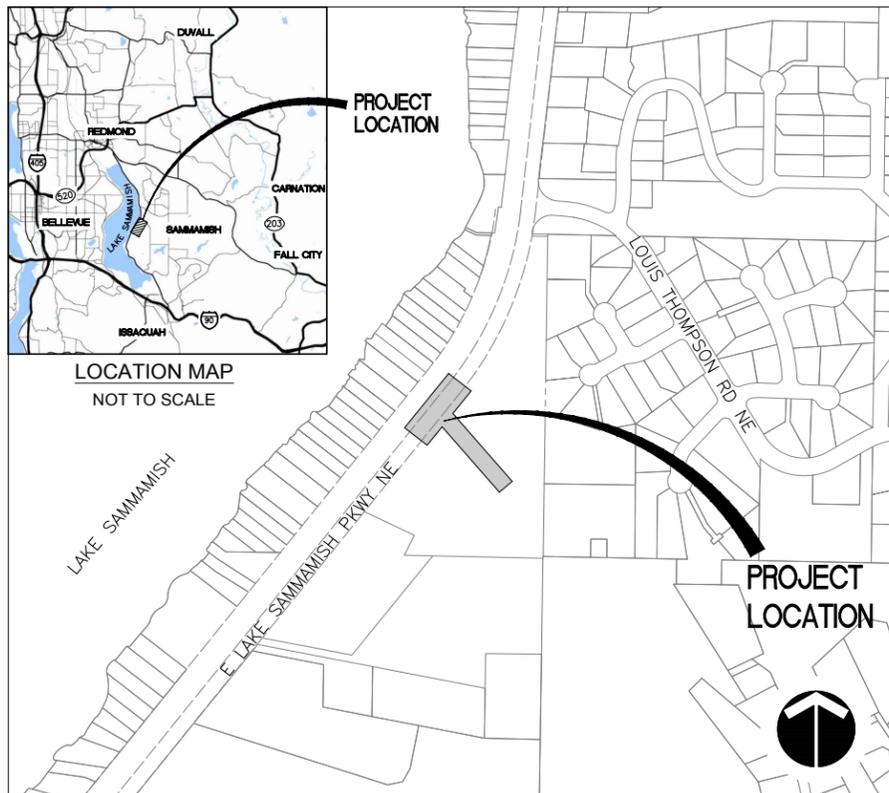
KAREN MORAN  
JASON RICHIE  
CHRIS ROSS  
PAMELA STEWART  
RAMIRO VALDERRAMA  
COUNCIL

LYMAN HOWARD  
CITY MANAGER

STEVE LENISZEWSKI, PE  
DIRECTOR OF PUBLIC WORKS

ANDREW ZAGARS, PE  
CITY ENGINEER

TAWNI DALZIEL, PE  
PROJECT MANAGER



#### SCHEDULE A1, A2 & A3 SHEET INDEX

SHEET NAME	SHEET NO.	SHEET TITLE
<b>GENERAL</b>		
G01	1	COVER SHEET, VICINITY MAP, AND SHEET INDEX
G02	2	LEGEND, GENERAL NOTES, AND ABBREVIATIONS
G03	3	EXISTING SURVEY CONDITIONS
<b>RIGHT-OF-WAY</b>		
RW01	4	ROADWAY CONSTRUCTION CENTERLINE, SURVEY CONTROL PLAN AND SCHEDULE LIMITS
RW02	5	CREEK CONSTRUCTION CENTERLINE AND SURVEY CONTROL PLAN
RW03	6	TEMPORARY CONSTRUCTION EASEMENT PLAN
<b>TRAFFIC CONTROL</b>		
TC01	7	DETOUR PLAN
TC02	8	TRAFFIC CONTROL PLAN
<b>TESC AND DEMOLITION</b>		
EC01	9	TESC AND DEMOLITION PLAN 1 OF 2
EC02	10	TESC AND DEMOLITION PLAN 2 OF 2
EC03	11	TESC DETAILS
BP01	12	STREAM BYPASS PLAN
BP02	13	STREAM BYPASS DETAILS
<b>CULVERT AND WINGWALL</b>		
ST01	14	CULVERT LAYOUT
ST02	15	CULVERT DETAILS 1 OF 2
ST03	16	CULVERT DETAILS 2 OF 2
<b>STREAM REALIGNMENT</b>		
SR01	17	STREAM CHANNEL GRADING PLAN AND PROFILE
SR02	18	STREAM CHANNEL PLAN AND PROFILE
SR03	19	STREAM CHANNEL TYPICAL SECTIONS
SR04	20	STREAM IMPROVEMENT DETAILS 1 OF 2
SR05	21	STREAM IMPROVEMENT DETAILS 2 OF 2
<b>ROADWAY RESTORATION</b>		
RD01	22	ROADWAY PLAN AND PROFILE
RD02	23	ROADWAY TYPICAL SECTION AND DETAILS
RD03	24	GUARDRAIL AND CHANNELIZATION PLAN
RD04	25	CULVERT RAIL DETAILS 1 OF 2
RD05	26	CULVERT RAIL DETAILS 2 OF 2
<b>UTILITY</b>		
UT01	27	UTILITY RELOCATION PLAN AND PROFILE TEMPORARY UTILITY BYPASS
UT02	28	UTILITY RELOCATION PLAN AND PROFILE FINAL CONFIGURATION
<b>LANDSCAPE AND PLANTING</b>		
LS01	29	STREAM RESTORATION: SHRUB UNDERSTORY PLANTING PLAN SHEET 1 OF 2
LS02	30	STREAM RESTORATION: SHRUB UNDERSTORY PLANTING PLAN SHEET 2 OF 2
LS03	31	STREAM RESTORATION: TREE PLANTING PLAN SHEET 1 OF 2
LS04	32	STREAM RESTORATION: TREE PLANTING PLAN SHEET 2 OF 2
LS05	33	ROADWAY EMBANKMENT & STAGING AREA RESTORATION PLANS
LS06	34	PLANTING DETAILS

#### CONTACT PERSONNEL

GREG LAIRD, DESIGN PM	(425) 822-4446
TAWNI DALZIEL, CITY PM	(425) 295-0567
CITY OF SAMMAMISH M&O	(425) 952-2115
EASTSIDE FIRE AND RESCUE	(425) 392-3433
SAMMAMISH PLATEAU WATER	(425) 392-6256
COMCAST	(425) 263-5353
FRONTIER	(425) 261-6342
PUGET SOUND ENERGY (GAS)	(425) 449-7410
PUGET SOUND ENERGY (POWER)	(425) 457-4542
CENTURY LINK	(206) 261-1402

RECOMMENDED FOR APPROVAL:

PROJECT ENGINEER	
APPROVED BY:	
CITY ENGINEER	PUBLIC WORKS DIRECTOR

ZACKUSE CREEK  
FISH WINDOW  
JULY 1 - SEPT 30



Know what's below.  
Call before you dig.

SHEET	OF
1	34

**LEGEND**

LINES	EXISTING	PROPOSED	DESCRIPTION
	---	---	CONTOUR
	---	---	CREEK/DITCH CENTERLINE
	X-X	X-X	FENCE
			GUARDRAIL
			PAVEMENT/SIDEWALK
			ROCK FENCING
	OHW OHW	OHW OHW	ORDINARY HIGH WATER MARK
			WETLAND BOUNDARY
			WETLAND BUFFER
<b>EROSION AND SEDIMENT CONTROL:</b>			
			HIGH VISIBILITY SILT FENCE
			HIGH VISIBILITY FENCE
			WATTLE
	---	---	CLEARING LIMITS
<b>SURVEY:</b>			
	---	---	CENTERLINE
	---	---	EASEMENT
	---	---	PROPERTY LINE
	---	---	RIGHT-OF-WAY
<b>UTILITIES:</b>			
	---	---	BURIED COMMUNICATION LINE
	---	---	BURIED FIBER OPTIC LINE
	---	---	BURIED GAS LINE
	---	---	BURIED POWER LINE
	---	---	OVERHEAD POWER LINE
	---	---	BURIED STORM DRAIN LINE
	---	---	BURIED SANITARY SEWER LINE
	---	---	BURIED WATER LINE

**SYMBOLS**

EXISTING	PROPOSED	DESCRIPTION
<b>DRAINAGE:</b>		
---	---	STORM DRAIN PIPE
		TYPE 1 CATCH BASIN PER WSDOT STD PLAN B-5.20-02
		TYPE 2 CATCH BASIN PER WSDOT STD PLAN B-10.20-01
---	---	CULVERT
<b>EROSION AND SEDIMENT CONTROL:</b>		
		ARBORIST WOOD CHIP MULCH
		PUMP
		FISH SCREEN
<b>SURVEY:</b>		
△	△	CONTROL POINT
⊕	⊕	BENCH MARK
⊙	⊙	BLOCK CORNER
⊞	⊞	MAILBOX
⊕	⊕	MONUMENT (IN CASE)
⊕	⊕	MONUMENT (SURFACE)
⊕	⊕	POTHOLE LOCATION
⊕	⊕	TREE (CONIFER)
⊕	⊕	TREE (DECIDUOUS)
⊕	⊕	SIGN
⊕	⊕	SIGN POST
<b>UTILITIES:</b>		
⊕	⊕	COMMUNICATION MANHOLE
⊕	⊕	COMMUNICATION RISER
⊕	⊕	FIRE HYDRANT
⊕	⊕	GAS VALVE
⊕	⊕	POWER MANHOLE
⊕	⊕	SANITARY SEWER MANHOLE
⊕	⊕	TRAFFIC SIGNAL CONTROL CAB
⊕	⊕	UTILITY POLE
⊕	⊕	WATER MANHOLE
⊕	⊕	WATER METER
⊕	⊕	WATER VALVE

**ABBREVIATIONS**

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS	GALV	GALVANIZED	SPEC	SPECIFICATION(S)
ABAND	ABANDONED	GC	GENERAL CONTRACTOR	SR	STATE ROUTE
AC	ACRE, ASBESTOS CEMENT	GEN	GENERAL	SS	SANITARY SEWER
ADA	AMERICANS WITH DISABILITIES ACT	GIS	GEOGRAPHIC INFORMATION SYSTEM	SST	STAINLESS STEEL
ADDL	ADDITIONAL	GND	GROUND	ST	STREET
ADDM	ADDENDUM	GV	GAS VALVE	STA	STATION
ADJ	ADJUST	HMA	HOT MIX ASPHALT	STD	STANDARD
ALT	ALTERNATIVE	HORIZ, HORIZ	HORIZONTAL	SUB	SUBSTITUTE
AL	ALUMINUM	HPA	HYDRAULIC PROJECT APPROVAL	SW	SOUTHWEST
ALUM	ALUMINUM	HR	HOUR	S/W	SIDEWALK
APPD	APPROVED	HT	HEIGHT	SY	SQUARE YARD
APPROX	APPROXIMATE	HUND	HUNDRED	SYS	SYSTEM
APPX	APPROXIMATE	ID	INSIDE DIAMETER	TEL	TELEPHONE
AP	ANGLE POINT	IE	INVERT ELEVATION	TAN	TANGENT
APWA	AMERICAN PUBLIC WORKS ASSOCIATION	IN, "	INCH(ES)	TBM	TEMPORARY BENCH MARK
ASPH	ASPHALT	INCL	INCLUDE	TCE	TEMPORARY CONSTRUCTION EASEMENT
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS	INFO	INFORMATION	TECH	TECHNICAL
AVE	AVENUE	JB	JUNCTION BOX	TEMP	TEMPORARY
AVG	AVERAGE	JT	JOINT	TESC	TEMPORARY EROSION & SEDIMENT CONTROL
BFW	BANKFULL WIDTH	LB	POUND	THK	THICK
BLDG	BUILDING	LF	LINEAR FOOT/FEET	TYP	TYPICAL
BLVD	BOULEVARD	LN	LANE	UD	UNDERDRAIN PIPE
BM	BENCH MARK	LOC	LOCATE	UG	UNDERGROUND
BMP	BEST MANAGEMENT PRACTICE	LRFD	LOAD AND RESISTANCE FACTOR DESIGN	UNO	UNLESS NOTED OTHERWISE
BOC	BACK OF CURB	LS	LUMP SUM	UTIL	UTILITY
BP	BEGIN POINT	LT	LEFT	VAR	VARIATION, VARIES
BTWN	BETWEEN	MATL	MATERIAL	VERT	VERTICAL
BW	BOTTOM WIDTH	MAX	MAXIMUM	VMS	VARIABLE MESSAGE SIGN
CALCS	CALCULATIONS	MEAS	MEASURE	W	WEST, WATER
CB	CATCH BASIN	MH	MANHOLE	W/	WITH
CD	CONTRACT DOCUMENT	MIN	MINIMUM	WM	WATER METER
CERT	CERTIFY	MISC	MISCELLANEOUS	W/O	WITHOUT
CF	CUBIC FEET	MOD	MODIFY	WSE	WATER SURFACE ELEVATION
CFS	CUBIC FEET PER SECOND	MON	MONUMENT	WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
CI	CAST IRON	MP	MIDPOINT	WV	WATER VALVE
CIP	CAST IN PLACE	MPH	MILES PER HOUR	XS	CROSS SECTION
CL	CLASS	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	YD	YARD
CL	CENTERLINE	N	NORTH	YR	YEAR
CMP	CORRUGATED METAL PIPE	N/A	NOT APPLICABLE	&	AND
COS	CITY OF SAMMAMISH	NE	NORTHEAST		
COM	COMMUNICATION LINE	NTS	NOT IN CONTRACT		
COMB	COMBINED, COMBINATION	NO	NUMBER		
CONC	CONCRETE	NTS	NOT TO SCALE		
CONN	CONNECT	NW	NORTHWEST		
CONST	CONSTRUCTED	OC	ON CENTER		
CONT	CONTINUE(OUS)	OD	OUTER DIAMETER		
CPSSP	CORRUGATED POLYETHYLENE STORM SEWER PIPE	OHL	OVERHEAD UTILITY LINE		
CSBC	CRUSHED SURFACING BASE COURSE	OHW	ORDINARY HIGH WATER		
CSTC	CRUSHED SURFACING TOP COURSE	OP	OVERHEAD POWER		
CTR	CENTER	OPP	OPPOSITE		
CY	CUBIC YARDS	OT	OVERHEAD TELEPHONE		
D	DRAIN PIPE	P	POLE, POWER		
DBH	DIAMETER AT BREAST HEIGHT	PC	POINT OF CURVATURE		
DET	DETAIL	PER	PEDESTRIAN		
DI	DUCTILE IRON	PERF	PERFORATED		
DIAG	DIAGONAL	PERM	PERMANENT		
DIAM	DIAMETER	PH	POTHLING		
DIM	DIMENSION	PI	POINT OF INTERSECTION		
DIST	DISTANCE, DISTRIBUTE(ON)	PL	PROPERTY LINE		
DWG	DRAWING	PNT	PAINT(ED)		
DWY	DRIVEWAY	PP	POWER POLE		
E	EAST	PRELIM	PRELIMINARY		
EA	EACH	PREP	PREPARE(ATION)		
EG	EXISTING GROUND	PROP	PROPERTY		
ELEV	ELEVATION	PSF	POUNDS PER SQUARE FOOT		
ELEC	ELECTRICAL	PSI	POUNDS PER SQUARE INCH		
ELSP	EAST LAKE SAMMAMISH PARKWAY	PVC	POLYVINYL CHLORIDE		
EMB	EMBANKMENT	PVMT	PAVEMENT		
ENGR	ENGINEER	QTY	QUANTITY		
EOP	EDGE OF PAVEMENT	R	RADIUS		
EP	END POINT	RD	ROAD		
EQ	EQUAL	REF	REFERENCE		
EQUIP	EQUIPMENT	REG	REGULATION		
EQUIV	EQUIVALENT	REINF	REINFORCED		
ES	EACH SIDE	RELOC	RELOCATE		
ESMT	EASEMENT	REQD	REQUIRED		
EST	ESTIMATE	REV	REVISE, REVISION		
ETC	ET CETERA	RFI	REQUEST FOR INFORMATION		
EXCL	EXCLUDE	ROW, R/W	RIGHT-OF-WAY		
EXIST	EXISTING	RT	RIGHT		
FOA	FLANGED COUPLING ADAPTOR	S	SLOPE, SOUTH		
FG	FINISHED GROUND	SCHED	SCHEDULE		
FH	FIRE HYDRANT	SD	STORM DRAIN		
FIG	FIGURE	SE	SOUTHEAST		
FO	FIBER OPTIC	SECT	SECTION		
FOC	FACE OF CURB	SEP	SEPARATE		
FT, '	FOOT/FEET	SERV	SERVICE		
FL	FLOW LINE	SF	SQUARE FOOT/FEET		
FROP	FLOW RESTRICTOR/OIL POLLUTION	SHT	SHEET		
G	GAS LINE	SIM	SIMILAR		
GAL	GALLON				

**PROJECT GENERAL NOTES:**

- PROTECTION OF THE ENVIRONMENT:** NO CONSTRUCTION RELATED ACTIVITY SHALL CONTRIBUTE TO THE DEGRADATION OF THE ENVIRONMENT, ALLOW MATERIAL TO ENTER SURFACE OR GROUND WATER, OR ALLOW PARTICULATE EMISSIONS TO ENTER THE ATMOSPHERE, WHICH EXCEED STATE OR FEDERAL STANDARDS. ANY ACTIONS THAT POTENTIALLY ALLOW A DISCHARGE TO STATE WATERS MUST HAVE PRIOR APPROVAL FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY.
- CONTRACTOR SHALL VERIFY LOCATION AND DEPTHS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

SEE APPLICABLE DISCIPLINE FOR ADDITIONAL LEGEND

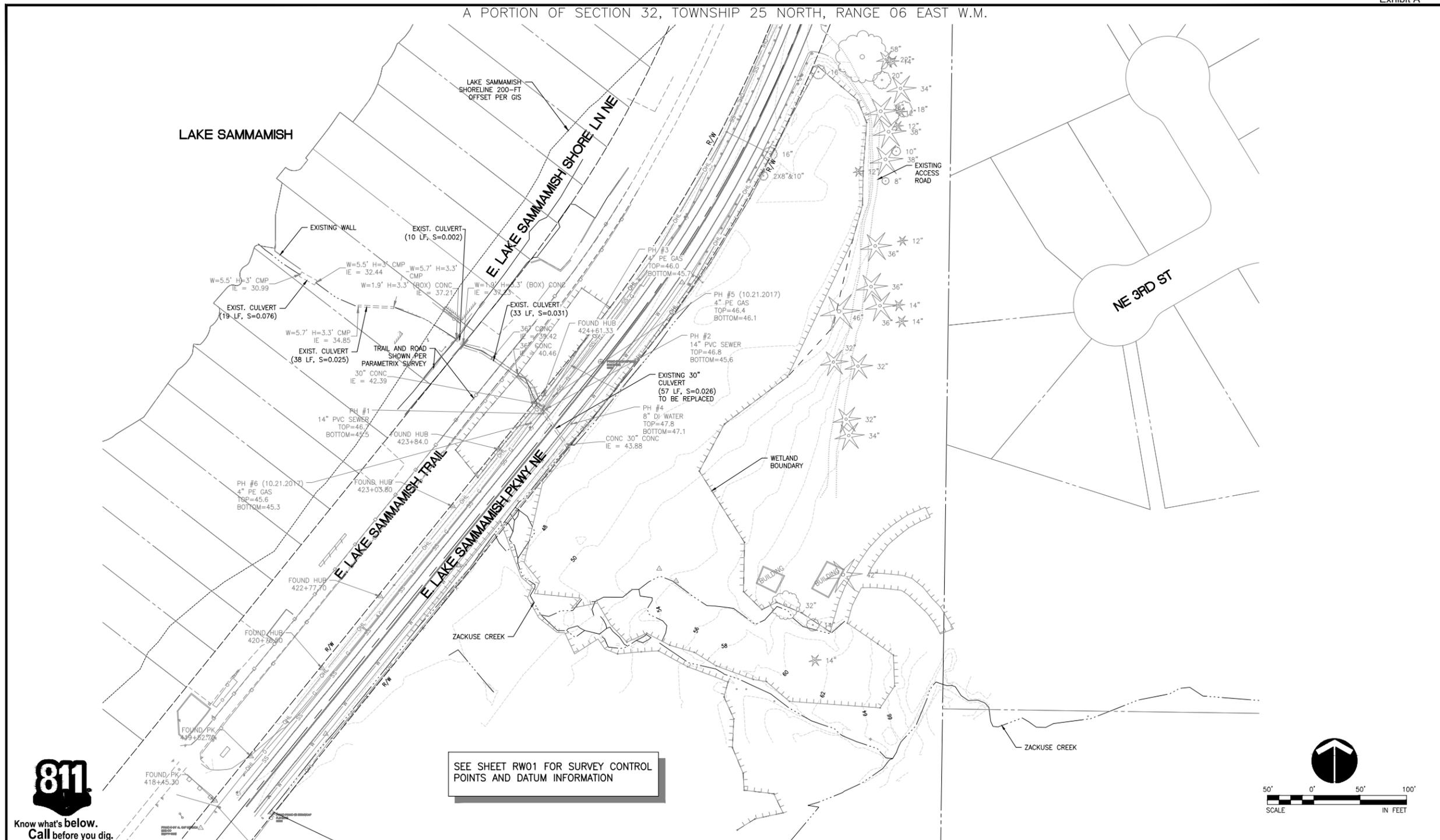


ZACKUSE CREEK FISH WINDOW JULY 1 - SEPT 30

Know what's below. Call before you dig.

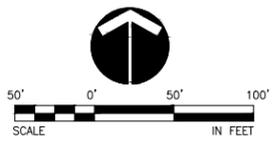
<p>ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON</p>	NO.	REVISIONS	DATE	DATE: 02/23/2018			<p>LEGEND, GENERAL NOTES, AND ABBREVIATIONS</p>	G02	
	1			DESIGNED BY: BS/DC/BD/MM/CEM/EH				SHEET	OF
	2							2	34
	3			DRAWN BY: AK					
	4			REVIEWED BY:					

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



Know what's below.  
Call before you dig.

SEE SHEET RW01 FOR SURVEY CONTROL POINTS AND DATUM INFORMATION

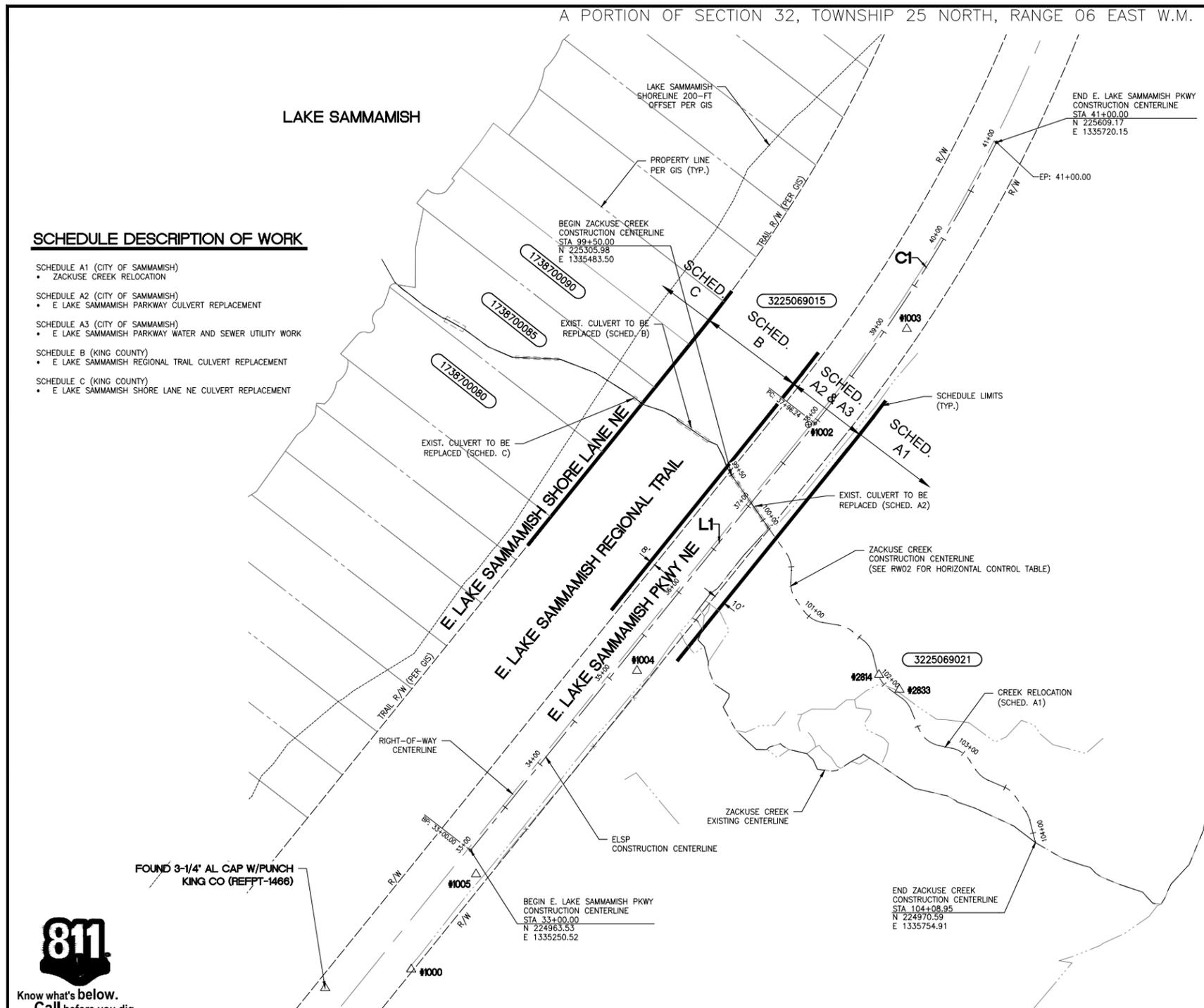


ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018		EXISTING SURVEY CONDITIONS	G03	
	1			DESIGNED BY: BS/DC/BD/MM/CEM/EH			SHEET	OF
	2			DRAWN BY: AK			3	34
	3			REVIEWED BY:				
	4							
5								

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PROJECT MANAGER / ENGINEER

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



**SCHEDULE DESCRIPTION OF WORK**

- SCHEDULE A1 (CITY OF SAMMAMISH)
  - ZACKUSE CREEK RELOCATION
- SCHEDULE A2 (CITY OF SAMMAMISH)
  - E LAKE SAMMAMISH PARKWAY CULVERT REPLACEMENT
- SCHEDULE A3 (CITY OF SAMMAMISH)
  - E LAKE SAMMAMISH PARKWAY WATER AND SEWER UTILITY WORK
- SCHEDULE B (KING COUNTY)
  - E LAKE SAMMAMISH REGIONAL TRAIL CULVERT REPLACEMENT
- SCHEDULE C (KING COUNTY)
  - E LAKE SAMMAMISH SHORE LANE NE CULVERT REPLACEMENT

**SURVEY NOTES**

- HORIZONTAL DATUM: WASHINGTON STATE PLANE, NORTH ZONE, NAD83/91.  
 BASED ON WASHINGTON STATE REFERENCE NETWORK AND CONSTRAINED TO PUBLISHED COORDINATES OF KING COUNTY CONTROL POINTS 1966, 1499, AND 1561, AS DESCRIBED IN CONTROL TABLE.  
 PROJECT HORIZONTAL CONTROL WAS ESTABLISHED BY A COMBINATION OF FIELD TRAVERSE AND GPS RTK THAT MEETS OR EXCEEDS WAC 332-130-090.  
 ALL UNITS IN US SURVEY FEET.
- VERTICAL DATUM: NAVD88  
 BASED ON ELEVATION INFORMATION FOR KING COUNTY CONTROL POINT 1499, WITH A PUBLISHED ELEVATION 58.86'.
- FIELD SURVEY PERFORMED BY OTAK, INC. BETWEEN OCTOBER 2016 AND JANUARY 2017.
- ALL LOCATIONS OF EXISTING UTILITIES SHOWN HEREON HAVE BEEN ESTABLISHED BY FIELD SURVEY OF ABOVE GROUND FACILITIES AND LOCATED PAINT MARKS BY APS INC. OR OBTAINED FROM AVAILABLE RECORDS AND SHOULD THEREFORE BE CONSIDERED APPROXIMATE ONLY AND NOT NECESSARILY COMPLETE.

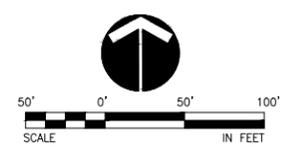
SAMMAMISH PKWY CONSTRUCTION CENTERLINE					
NUMBER	BEGIN STATION	LENGTH	END STATION	RADIUS	BEARING DELTA
L1	33+00.00	496.24'	37+96.24		N38°19'49"E
C1	37+96.24	303.76'	41+00.00	1435.19'	N32°16'01"E 12°07'36"

NOTE:  
CONSTRUCTION CENTERLINE DOES NOT EQUAL RIGHT-OF-WAY CENTERLINE

SURVEY CONTROL				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1000	224855.01	1335197.60	50.00	FOUND 1/2 REBAR/CAP
1001	224682.11	1335063.23	51.11	FOUND PK NAIL IN FENCE POST BASE
1002	225351.85	1335552.27	50.27	FOUND 3" MON W/PUNCH
1003	225439.14	1335640.06	52.80	SET PK NAIL
1004	225127.34	1335399.19	48.81	SET PK W/WASHER
1005	224941.79	1335255.43	49.20	SET MAG W/OTAK WASHER
1019	223160.85	1333822.12	51.27	FOUND 2-1/2" BRASS DISK W/PUNCH
1020	224664.14	1335916.86	94.67	FOUND 1-3/4" IRON PIPE
1466	224837.97	1335120.70	49.02	FOUND 3-1/4" AL CAP W/PUNCH KING CO
1489	223958.96	1334477.51	44.96	FOUND 2" AL MON IN CONC BASE (MON BOX)
1499	226078.91	1335855.74	58.86	FOUND 1-1/2" BRASS DISK W/"X" IN CASE
2814	225123.63	1335615.25	53.46	2" IRON PIPE
2833	225110.10	1335633.50	54.19	2" IRON PIPE, 1.6' ABOVE GROUND

**LEGEND**

- XXXXXX PARCEL NUMBER
- △ SURVEY CONTROL POINT

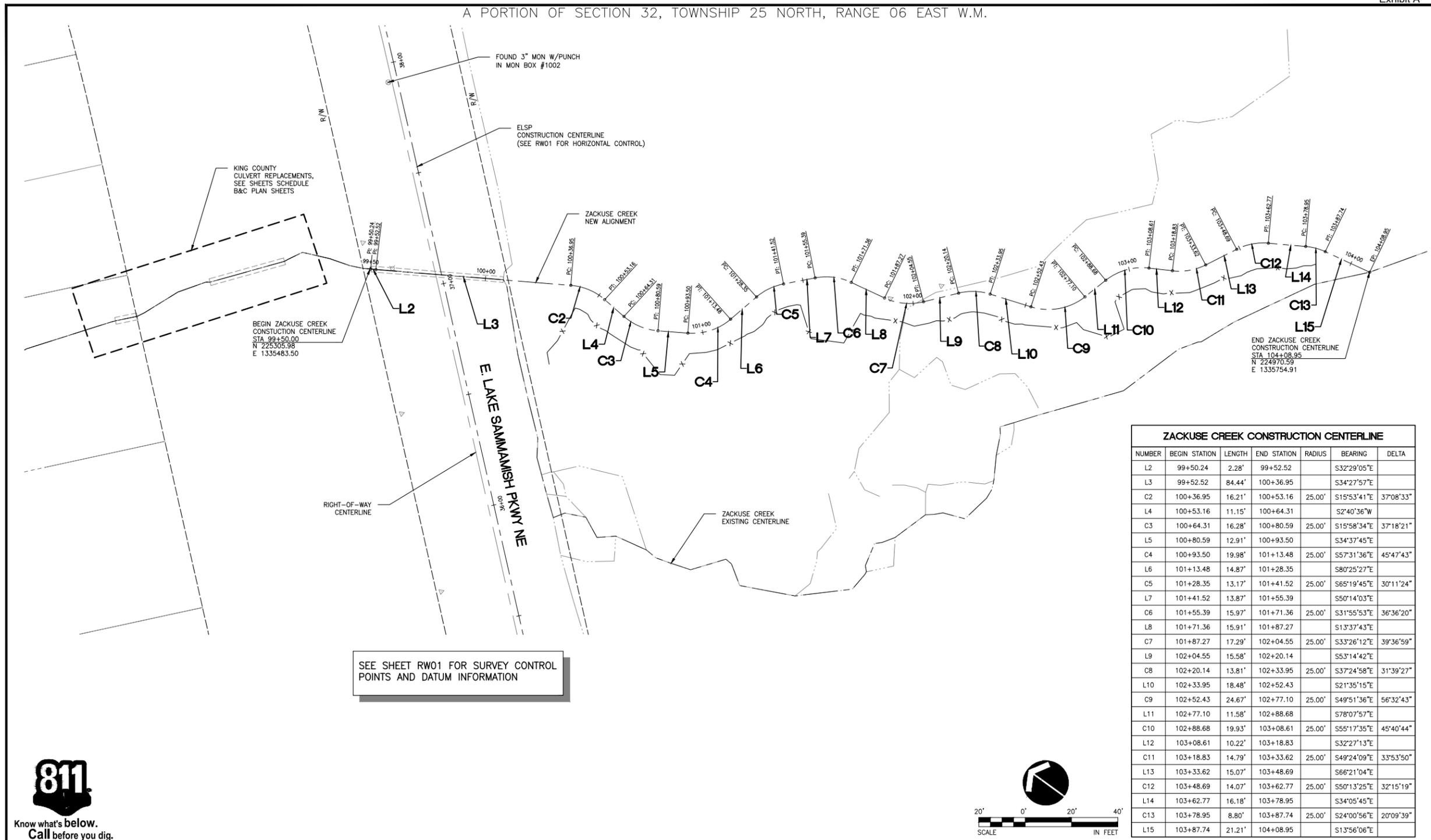


ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018		ROADWAY CONSTRUCTION CENTERLINE, SURVEY CONTROL PLAN AND SCHEDULE LIMITS	RW01	
	1			DESIGNED BY: BS/DC/BD/MM/CEM/EH			SHEET OF	
	2			DRAWN BY: AK			4	34
	3			REVIEWED BY:				
	4							
5								

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PROJECT MANAGER / ENGINEER

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



ZACKUSE CREEK CONSTRUCTION CENTERLINE						
NUMBER	BEGIN STATION	LENGTH	END STATION	RADIUS	BEARING	DELTA
L2	99+50.24	2.28'	99+52.52		S32°29'05"E	
L3	99+52.52	84.44'	100+36.95		S34°27'57"E	
C2	100+36.95	16.21'	100+53.16	25.00'	S15°53'41"E	37°08'33"
L4	100+53.16	11.15'	100+64.31		S2°40'36"W	
C3	100+64.31	16.28'	100+80.59	25.00'	S15°58'34"E	37°18'21"
L5	100+80.59	12.91'	100+93.50		S34°37'45"E	
C4	100+93.50	19.98'	101+13.48	25.00'	S57°31'36"E	45°47'43"
L6	101+13.48	14.87'	101+28.35		S80°25'27"E	
C5	101+28.35	13.17'	101+41.52	25.00'	S65°19'45"E	30°11'24"
L7	101+41.52	13.87'	101+55.39		S50°14'03"E	
C6	101+55.39	15.97'	101+71.36	25.00'	S31°55'53"E	36°36'20"
L8	101+71.36	15.91'	101+87.27		S13°37'43"E	
C7	101+87.27	17.29'	102+04.55	25.00'	S33°26'12"E	39°36'59"
L9	102+04.55	15.58'	102+20.14		S53°14'42"E	
C8	102+20.14	13.81'	102+33.95	25.00'	S37°24'58"E	31°39'27"
L10	102+33.95	18.48'	102+52.43		S21°35'15"E	
C9	102+52.43	24.67'	102+77.10	25.00'	S49°51'36"E	56°32'43"
L11	102+77.10	11.58'	102+88.68		S78°07'57"E	
C10	102+88.68	19.93'	103+08.61	25.00'	S55°17'35"E	45°40'44"
L12	103+08.61	10.22'	103+18.83		S32°27'13"E	
C11	103+18.83	14.79'	103+33.62	25.00'	S49°24'09"E	33°53'50"
L13	103+33.62	15.07'	103+48.69		S66°21'04"E	
C12	103+48.69	14.07'	103+62.77	25.00'	S50°13'25"E	32°15'19"
L14	103+62.77	16.18'	103+78.95		S34°05'45"E	
C13	103+78.95	8.80'	103+87.74	25.00'	S24°00'56"E	20°09'39"
L15	103+87.74	21.21'	104+08.95		S13°56'06"E	

SEE SHEET RW01 FOR SURVEY CONTROL POINTS AND DATUM INFORMATION



ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON		NO.	REVISIONS	DATE	DATE:
		1			02/23/2018
		2			DESIGNED BY: BS/DC/BD/MM/CEM/EH
		3			DRAWN BY: AK
		4			REVIEWED BY:
		5			



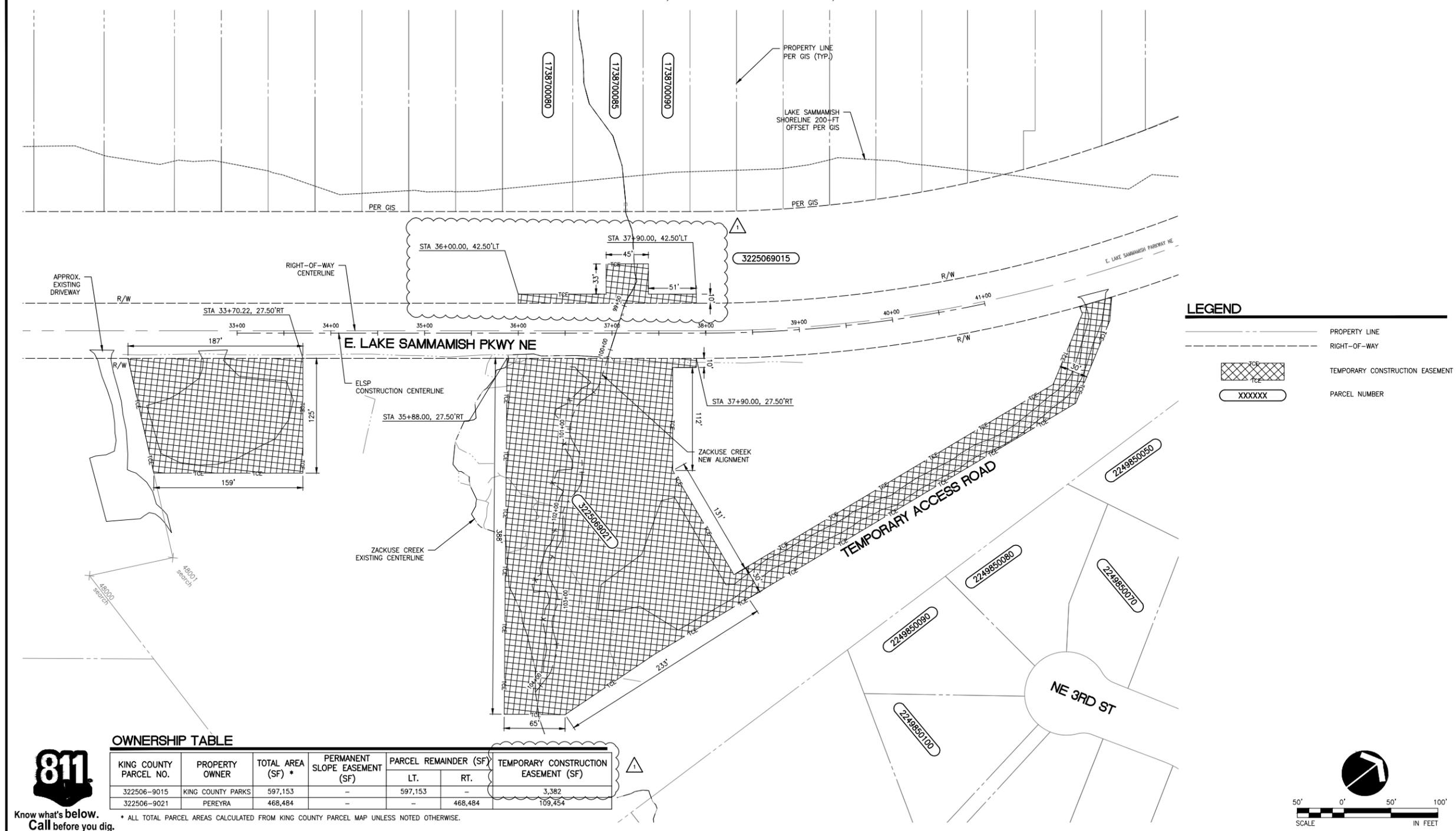
CREEK CONSTRUCTION CENTERLINE AND SURVEY CONTROL PLAN

RW02	
SHEET	OF
5	34

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PROJECT MANAGER / ENGINEER

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



**LEGEND**

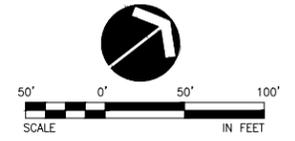
- PROPERTY LINE
- RIGHT-OF-WAY
- TEMPORARY CONSTRUCTION EASEMENT
- PARCEL NUMBER

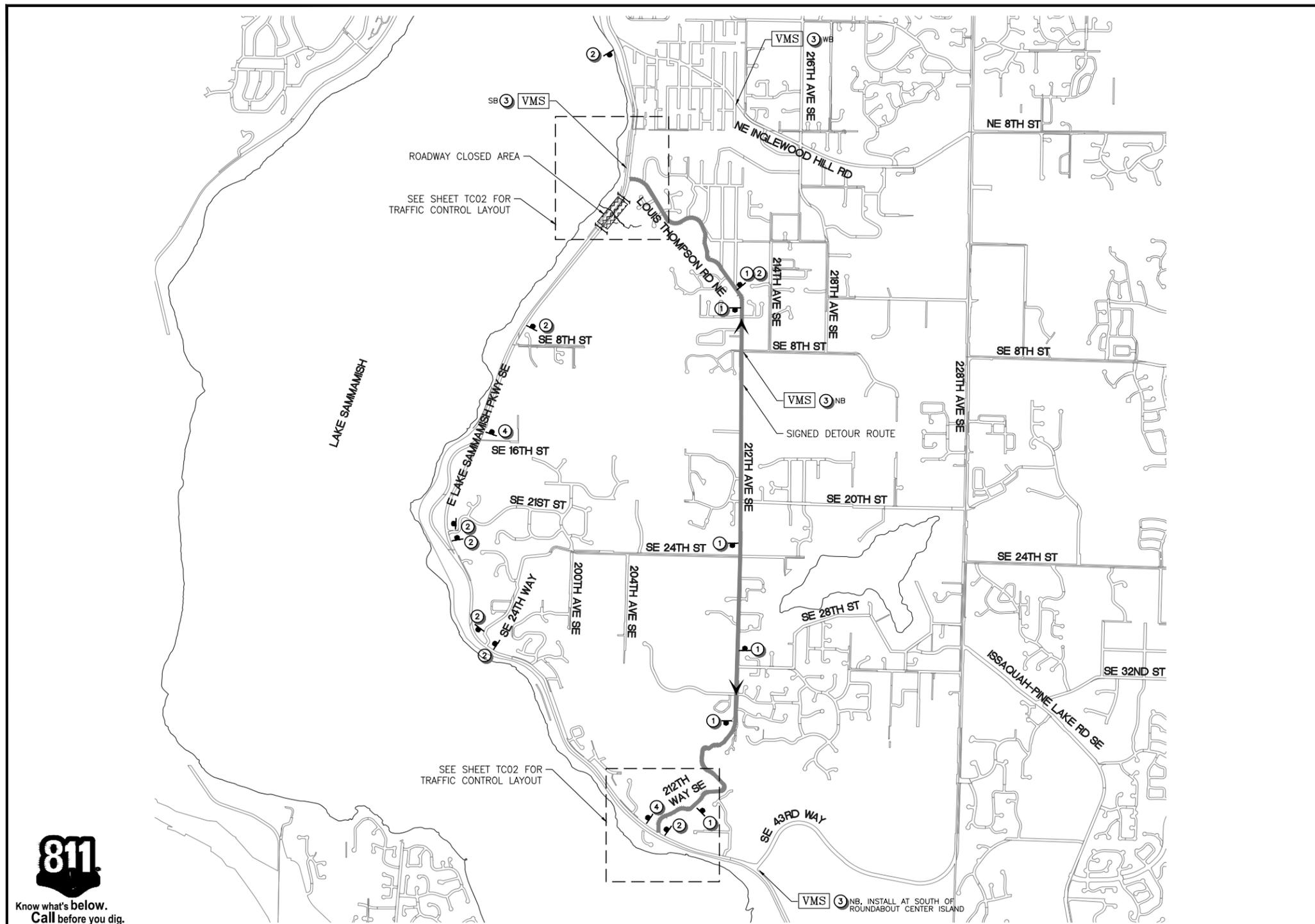
**OWNERSHIP TABLE**

KING COUNTY PARCEL NO.	PROPERTY OWNER	TOTAL AREA (SF) *	PERMANENT SLOPE EASEMENT (SF)	PARCEL REMAINDER (SF)		TEMPORARY CONSTRUCTION EASEMENT (SF)
				LT.	RT.	
322506-9015	KING COUNTY PARKS	597,153	-	597,153	-	3,382
322506-9021	PEREYRA	468,484	-	-	468,484	109,454

Know what's below. Call before you dig. \* ALL TOTAL PARCEL AREAS CALCULATED FROM KING COUNTY PARCEL MAP UNLESS NOTED OTHERWISE.

<p><b>ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON</b></p>	NO.	REVISIONS	DATE	DATE: 02/23/2018			<p><b>TEMPORARY CONSTRUCTION EASEMENT PLAN</b></p>	RW03	
	1	TCE LIMITS	04/24/2018	DESIGNED BY: BS/DC/BD/MM/CEM/EH				SHEET OF	
	2							6	34
	3								
	4								
5									





**CONSTRUCTION NOTES**

- ① INSTALL M4-9 "DETOUR" (UP) WITH D3-101 "E LAKE SAMMAMISH PKWY NE".
- ② INSTALL R11-3 (MODIFIED) "E LAKE SAMMAMISH PKWY NE CLOSED AT LOUIS THOMPSON RD NE (DATE) TO (DATE) ALTERNATE ROUTE ADVISED". INSTALL TWO WEEKS PRIOR TO CLOSURE AND REMOVE IMMEDIATELY AFTER ROAD IS OPEN TO TRAFFIC.
- ③ PROVIDE VARIABLE MESSAGE SIGN (VMS) CHANGE MESSAGE ON VMS AS DIRECTED BY THE CITY. LOCATION TO BE AS DIRECTED BY THE CITY.
- ④ INSTALL R11-4 "ROAD CLOSED TO THRU TRAFFIC" WITH "LOCAL TRAFFIC ONLY".

**GENERAL NOTES**

1. SIGN POSITIONS SHOWN ARE NOT TO SCALE.
2. SEE WASHINGTON STATE "SIGN FABRICATION MANUAL" FOR CODE REFERENCES.
3. VMS BOARD TO BE INSTALLED 2 WEEKS PRIOR TO START OF CONSTRUCTION WORK AT SITE AND MESSAGE CHANGED 2 WEEKS PRIOR TO ELSP ROAD CLOSURE.
4. EXISTING MARKINGS IN CONFLICT WITH THE PROPOSED CHANNELIZATION IN TRAFFIC PLAN SHALL BE REMOVED.

**LEGEND**

-  ROAD/LANE CLOSED AREA
-  SIGNED DETOUR ROUTE
-  TYPE III BARRICADE
-  VARIABLE MESSAGE SIGN
-  TEMPORARY SIGN LOCATION



ZACKUSE CREEK  
FISH PASSAGE AND STREAM  
RESTORATION PROJECT  
SAMMAMISH, WASHINGTON

NO.	REVISIONS	DATE	DATE:
1			02/23/2018
2			DESIGNED BY: BS/DC/BD/MM/CEM/EH
3			DRAWN BY: AK
4			REVIEWED BY:
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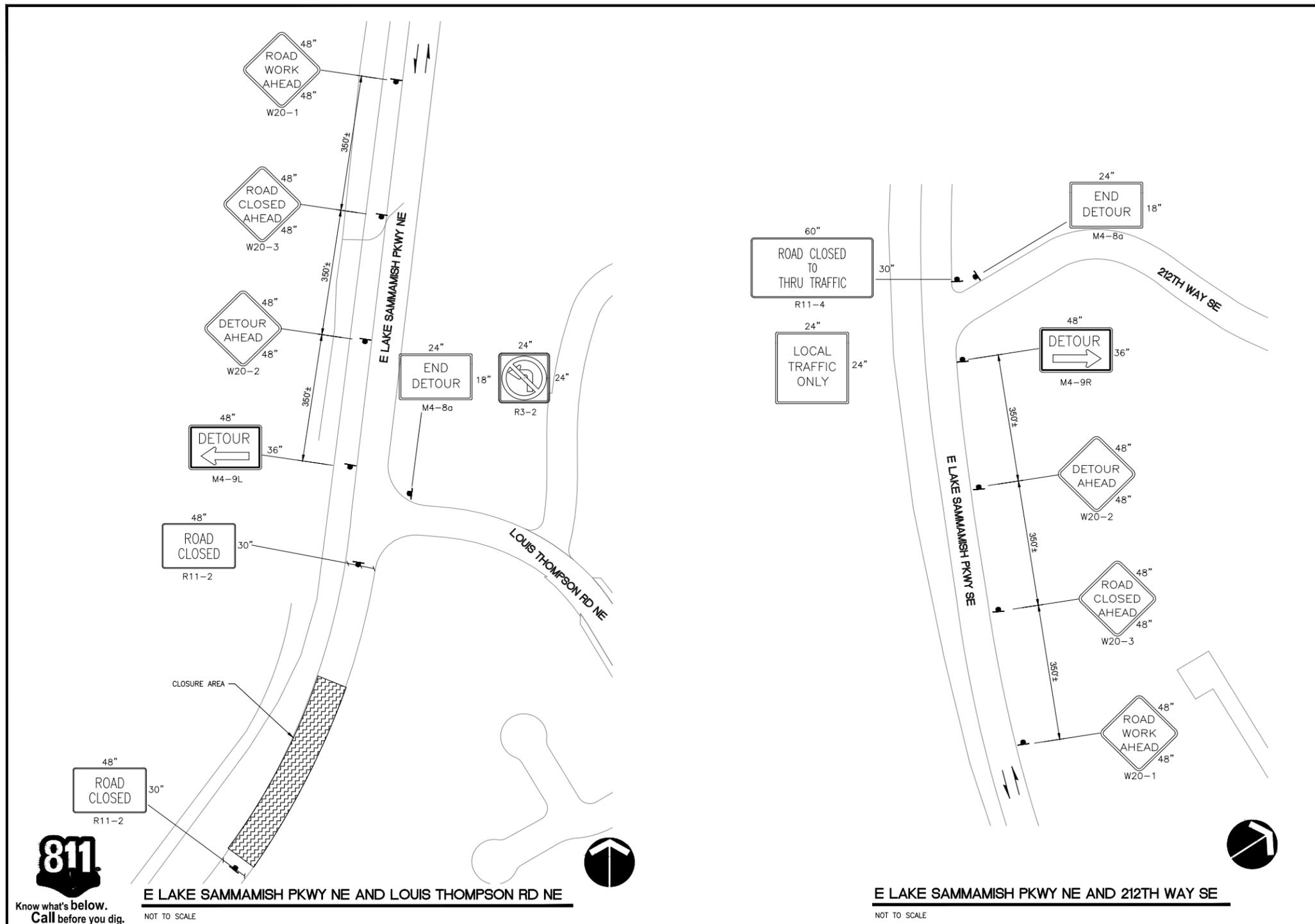


DETOUR PLAN

TC01	
SHEET	OF
7	34

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PROJECT MANAGER / ENGINEER



**GENERAL NOTES**

1. SIGN SPACING SHALL BE AS FOLLOWS:  
25/30 MPH = 200'  
35/40 MPH = 350'
2. SIGN POSITIONS SHOWN ARE NOT TO SCALE.
3. SEE WASHINGTON STATE "SIGN FABRICATION MANUAL" FOR CODE REFERENCES.
4. SEE CITY OF SAMMAMISH STANDARD PLAN FIG09-01 TO FIG09-15 FOR WORK ZONE TRAFFIC CONTROL FOR TEMPORARY ROAD/LANE CLOSURE. PROVIDE ALL REQUIRED TRAFFIC CONTROL DEVICES.
5. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
6. SEE SPECIAL PROVISION SECTION 1-08, FOR WORK HOUR RESTRICTIONS.
7. TYPICAL APPLICATION SHOWN, ADJUST FOR SITE CONDITIONS AND WORK SCHEDULE AS NECESSARY.
8. FULL ROAD CLOSURE OF E/SP LIMITED TO TWO WEEKS MAXIMUM.

**LEGEND**

- TYPE III BARRICADE
- TEMPORARY SIGN LOCATION
- CLOSURE AREA

**811**  
Know what's below.  
Call before you dig.

**ZACKUSE CREEK  
FISH PASSAGE AND STREAM  
RESTORATION PROJECT  
SAMMAMISH, WASHINGTON**

NO.	REVISIONS	DATE	DATE:
1			02/23/2018
2			DESIGNED BY: BS/DC/BD/MM/CEM/EH
3			DRAWN BY: AK
4			REVIEWED BY:
5			

City of Sammamish Washington

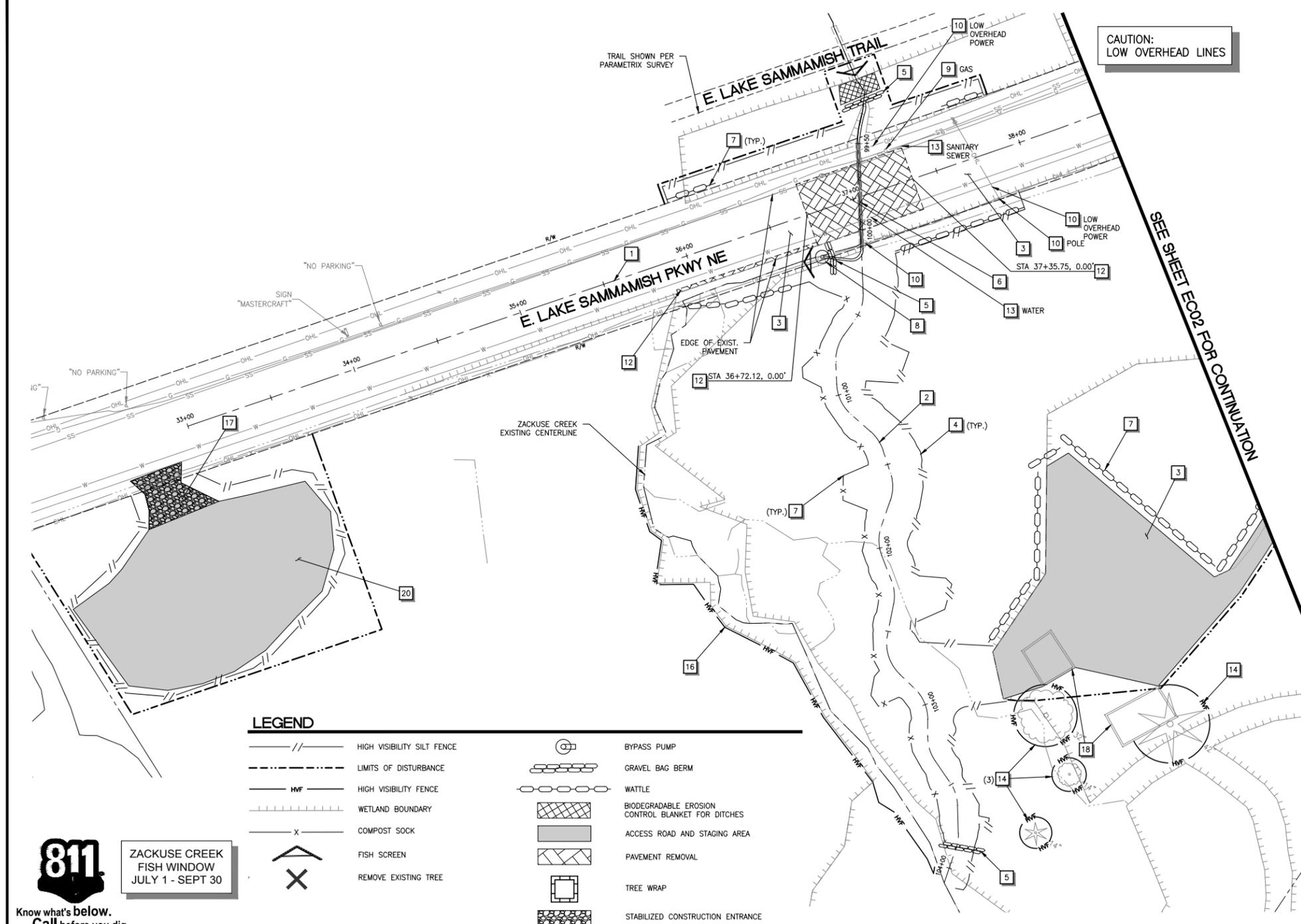
TRAFFIC CONTROL PLAN

TC02	
SHEET	OF
8	34

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PROJECT MANAGER / ENGINEER

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



CAUTION:  
LOW OVERHEAD LINES

SEE SHEET EC02 FOR CONTINUATION

**TESC & DEMOLITION NOTES**

- 1 ELSP CONSTRUCTION CENTERLINE, SEE SHEET RW01 FOR DETAILS.
- 2 ZACKUSE CREEK CONSTRUCTION CENTERLINE, SEE SHEET RW02 FOR DETAILS
- 3 CONSTRUCT ACCESS ROAD (NOMINALLY 12' WIDE) AND STAGING AREA FOR STREAM RESTORATION AS NECESSARY. LOCATION SHALL BE FIELD LOCATED AND APPROVED BY ENGINEER. CONTRACTOR MAY PROPOSE ALTERNATIVES THAT REDUCE WETLAND IMPACTS (IF APPROVED BY CITY) AND USE CLOSURE ON ELSP NE FOR STAGING AREA, PROTECT EXISTING PAVEMENT. SEE SHEET EC03 FOR DETAILS.
- 4 INSTALL HIGH VISIBILITY SILT FENCE PER WSDOT STD. PLAN I-30.16-00.
- 5 INSTALL TEMPORARY GRAVEL BAG BERM PER LOCATIONS AND DETAILS SHOWN ON SHEETS BP01-BP02.
- 6 REMOVE EXISTING CULVERT, 36" DIAMETER, 55' LENGTH.
- 7 INSTALL STRAW WATTLE PER WSDOT STD PLAN I-30.30-01, OR COMPOST SOCK PER STD PLAN I-30.40-01.
- 8 TEMPORARY STREAM BYPASS. SEE PLAN ON SHEET BP01 AND DETAILS ON SHEET BP02.
- 9 PROTECT EXISTING UTILITY DURING CONSTRUCTION.
- 10 CONTRACTOR SHALL COORDINATE WITH PSE FOR SUPPORTING AND PROTECTING EXISTING POLE, POWER LINES, AND GUY WIRE DURING CONSTRUCTION.
- 11 REMOVE EXISTING TREES. TREE TO BE USED AS NEEDED IN WOOD STRUCTURE CONSTRUCTION FOR STREAM RESTORATION. REPLACE IN KIND, ON EASTERN SIDE OF ROAD, WITH WESTERN RED CEDAR OR SITKA SPRUCE, SIZING PER SHEET LS06.
- 12 SAWCUT AND REMOVE EXISTING PAVEMENT, INCLUDING HMA PAVEMENT AND CONC. PANEL UNDERNEATH.
- 13 EXISTING UTILITY TO BE RELOCATED/ADJUSTED. SEE SHEETS UT01-UT02 FOR DETAILS.
- 14 PROTECT EXISTING TREE PER TREE/SHRUB PROTECTION DETAIL ON SHEET EC03.
- 15 PROTECT EXISTING TREE PER TREE WRAP PROTECTION, SEE SHEET EC03 FOR DETAILS.
- 16 INSTALL HIGH VISIBILITY FENCE PER WSDOT STD I-10.10-01.
- 17 INSTALL STABILIZED CONSTRUCTION ENTRANCE PER WSDOT STD PLAN I-80.10-02. PROVIDE TEMPORARY CULVERT UNDER CONSTRUCTION ENTRANCE TO MAINTAIN DRAINAGE.
- 18 EXISTING STRUCTURES TO BE DEMOLISHED. DEMOLITION WILL REQUIRE A CITY OF SAMMAMISH DEMOLITION PERMIT ACQUIRED BY CONTRACTOR. FILL VOID WITH COMMON BORROW.
- 19 REMOVE EXISTING GUARDRAIL, LIMITS PER PLAN.
- 20 EXISTING TREES 8" AND GREATER CALIPER (DBH) SHALL BE PROTECTED WITHIN STAGING AREA. TREES SMALLER THAN 8" MAY BE REMOVED. APPROX. STAGING AREA IS SHOWN.

**GENERAL NOTES**

1. SEE SHEET EC02 FOR TREES ALONG THE TEMPORARY ACCESS ROAD THAT HAVE BEEN IDENTIFIED TO BE PROTECTED (PER DETAILS ON SHEET EC03) OR TO BE FELLED AND USED AS PART OF THE STREAM RESTORATION CONSTRUCTION.
2. TESC MEASURES SHOWN ARE APPROXIMATE AND CONTRACTOR SHALL FIELD LOCATE TO ACCOMMODATE SITE CONDITIONS AND WORK SCHEDULE.
3. PROTECT ALL EXISTING FEATURES AND VEGETATION NOT CALLED TO BE REMOVED.
4. SEE SHEET EC03 FOR EROSION AND SEDIMENT CONTROL NOTES.

**LEGEND**

	HIGH VISIBILITY SILT FENCE		BYPASS PUMP
	LIMITS OF DISTURBANCE		GRAVEL BAG BERM
	HIGH VISIBILITY FENCE		WATTLE
	WETLAND BOUNDARY		BIODEGRADABLE EROSION CONTROL BLANKET FOR DITCHES
	COMPOST SOCK		ACCESS ROAD AND STAGING AREA
	FISH SCREEN		PAVEMENT REMOVAL
	REMOVE EXISTING TREE		TREE WRAP
			STABILIZED CONSTRUCTION ENTRANCE



ZACKUSE CREEK  
FISH WINDOW  
JULY 1 - SEPT 30

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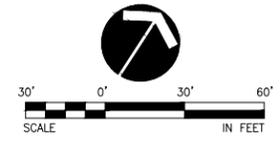
ZACKUSE CREEK  
FISH PASSAGE AND STREAM  
RESTORATION PROJECT  
SAMMAMISH, WASHINGTON

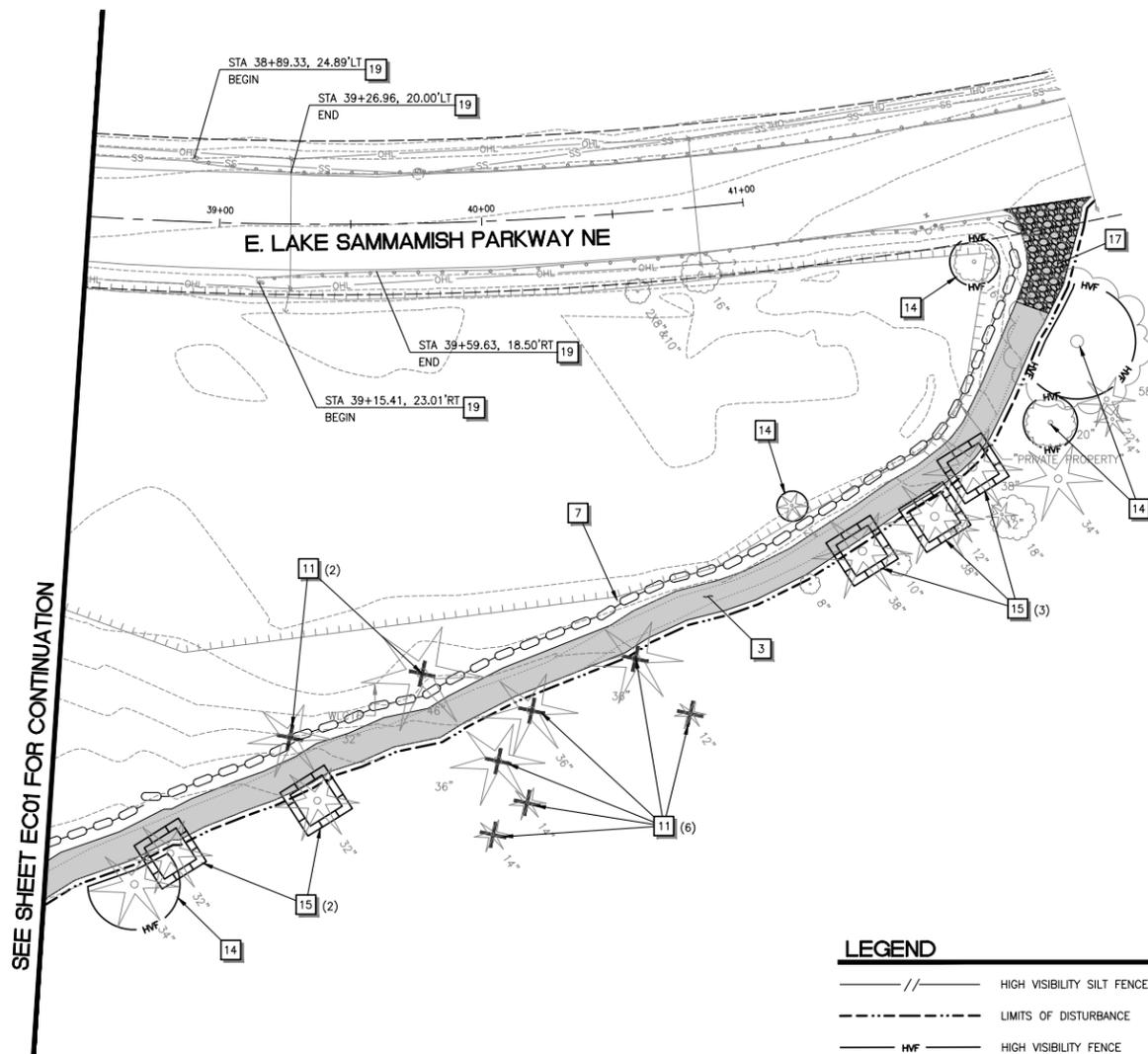
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TESC AND DEMOLITION PLAN  
1 OF 2

EC01	
SHEET	OF
9	34





**TESC & DEMOLITION NOTES**

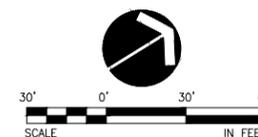
- 1 ELSP CONSTRUCTION CENTERLINE, SEE SHEET RW01 FOR DETAILS.
- 2 ZACKUSE CREEK CONSTRUCTION CENTERLINE, SEE SHEET RW02 FOR DETAILS
- 3 CONSTRUCT ACCESS ROAD (NOMINALLY 12' WIDE) AND STAGING AREA FOR STREAM RESTORATION AS NECESSARY. LOCATION SHALL BE FIELD LOCATED AND APPROVED BY ENGINEER. CONTRACTOR MAY PROPOSE ALTERNATIVES THAT REDUCE WETLAND IMPACTS (IF APPROVED BY CITY) AND USE CLOSURE ON ELSP NE FOR STAGING AREA, PROTECT EXISTING PAVEMENT. SEE SHEET EC03 FOR DETAILS.
- 4 INSTALL HIGH VISIBILITY SILT FENCE PER WSDOT STD. PLAN I-30.16-00.
- 5 INSTALL TEMPORARY GRAVEL BAG BERM PER LOCATIONS AND DETAILS SHOWN ON SHEETS BP01-BP02.
- 6 REMOVE EXISTING CULVERT, 36" DIAMETER, 55' LENGTH.
- 7 INSTALL STRAW WATTLE PER WSDOT STD PLAN I-30.30-01, OR COMPOST SOCK PER STD PLAN I-30.40-01.
- 8 TEMPORARY STREAM BYPASS. SEE PLAN ON SHEET BP01 AND DETAILS ON SHEET BP02.
- 9 PROTECT EXISTING UTILITY DURING CONSTRUCTION.
- 10 CONTRACTOR SHALL COORDINATE WITH PSE FOR SUPPORTING AND PROTECTING EXISTING POLE, POWER LINES, AND GUY WIRE DURING CONSTRUCTION.
- 11 REMOVE EXISTING TREES. TREE TO BE USED AS NEEDED IN WOOD STRUCTURE CONSTRUCTION FOR STREAM RESTORATION. REPLACE IN KIND, ON EASTERN SIDE OF ROAD, WITH WESTERN RED CEDAR OR SITKA SPRUCE, SIZING PER SHEET LS06.
- 12 SAWCUT AND REMOVE EXISTING PAVEMENT, INCLUDING HMA PAVEMENT AND CONC. PANEL UNDERNEATH.
- 13 EXISTING UTILITY TO BE RELOCATED/ADJUSTED, SEE SHEETS UT01-UT02 FOR DETAILS.
- 14 PROTECT EXISTING TREE PER TREE/SHRUB PROTECTION DETAIL ON SHEET EC03.
- 15 PROTECT EXISTING TREE PER TREE WRAP PROTECTION, SEE SHEET EC03 FOR DETAILS.
- 16 INSTALL HIGH VISIBILITY FENCE PER WSDOT STD I-10.10-01.
- 17 INSTALL STABILIZED CONSTRUCTION ENTRANCE PER WSDOT STD PLAN I-80.10-02. PROVIDE TEMPORARY CULVERT UNDER CONSTRUCTION ENTRANCE TO MAINTAIN DRAINAGE.
- 18 EXISTING STRUCTURES TO BE DEMOLISHED. DEMOLITION WILL REQUIRE A CITY OF SAMMAMISH DEMOLITION PERMIT ACQUIRED BY CONTRACTOR. FILL VOID WITH COMMON BORROW.
- 19 REMOVE EXISTING GUARDRAIL, LIMITS PER PLAN.
- 20 EXISTING TREES 8" AND GREATER CALIPER (DBH) SHALL BE PROTECTED WITHIN STAGING AREA. TREES SMALLER THAN 8" MAY BE REMOVED. APPROX. STAGING AREA IS SHOWN.

**GENERAL NOTES**

1. SEE SHEET EC02 FOR TREES ALONG THE TEMPORARY ACCESS ROAD THAT HAVE BEEN IDENTIFIED TO BE PROTECTED (PER DETAILS ON SHEET EC03) OR TO BE FELLED AND USED AS PART OF THE STREAM RESTORATION CONSTRUCTION.
2. TESC MEASURES SHOWN ARE APPROXIMATE AND CONTRACTOR SHALL FIELD LOCATE TO ACCOMMODATE SITE CONDITIONS AND WORK SCHEDULE.
3. PROTECT ALL EXISTING FEATURES AND VEGETATION NOT CALLED TO BE REMOVED.

**LEGEND**

	HIGH VISIBILITY SILT FENCE		BYPASS PUMP
	LIMITS OF DISTURBANCE		GRAVEL BAG BERM
	HIGH VISIBILITY FENCE		WATTLE
	WETLAND BOUNDARY		BIODEGRADABLE EROSION CONTROL BLANKET FOR DITCHES
	COMPOST SOCK		ACCESS ROAD AND STAGING AREA
	FISH SCREEN		PAVEMENT REMOVAL
	REMOVE EXISTING TREE		TREE WRAP
			STABILIZED CONSTRUCTION ENTRANCE



ZACKUSE CREEK FISH WINDOW JULY 1 - SEPT 30

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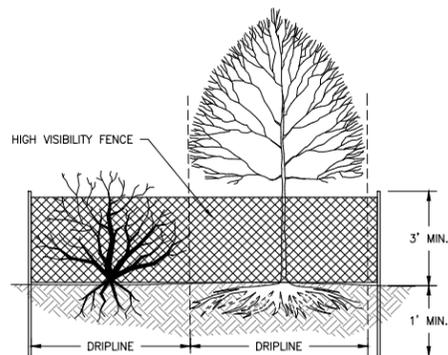
ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON

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TESC AND DEMOLITION PLAN 2 OF 2

EC02	
SHEET	OF
10	34

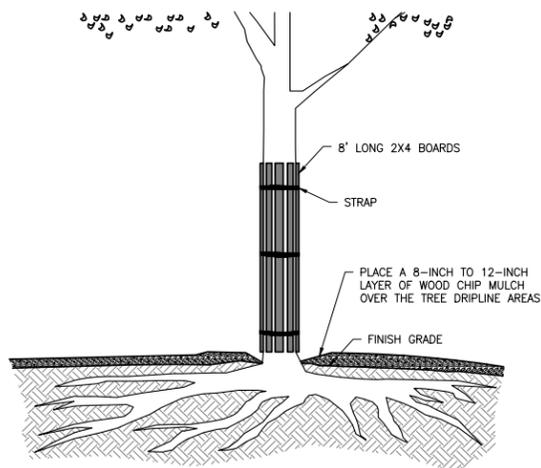


**NOTES:**

- 3' HIGH VISIBILITY FENCE SHALL BE PLACED AT DRIPLINE OF TREE TO BE SAVED UNLESS OTHERWISE SHOWN ON PLAN. FENCE SHALL COMPLETELY ENCIRCLE TREE(S). AVOID DRIVING POSTS OR STAKES INTO MAJOR ROOTS.
- TREATMENT OF ROOTS EXPOSED DURING CONSTRUCTION: FOR ROOTS OVER 1" IN DIAMETER DAMAGED DURING CONSTRUCTION, MAKE A CLEAN, STRAIGHT CUT TO REMOVE DAMAGED PORTION OF ROOT. ALL EXPOSED ROOTS SHALL BE TEMPORARILY COVERED WITH DAMP BURLAP TO PREVENT DRYING, AND COVERED WITH SOIL AS SOON AS POSSIBLE.
- WORK WITHIN PROTECTION FENCE SHALL BE DONE MANUALLY. NO STOCKPILING OF MATERIALS, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MACHINERY SHALL BE ALLOWED WITHIN THE LIMIT OF THE FENCING.
- SEE SPECS FOR ADDITIONAL DETAILS.

**TREE/SHRUB PROTECTION DETAIL**

NOT TO SCALE



**NOTES:**

- PRUNE TO CROWN RAISE THE CANOPY TO PROVIDE SUFFICIENT CLEARANCE FOR CONSTRUCTION EQUIPMENT AND VEHICLES.
- REMOVE TRUNK PROTECTION STRUCTURE AT CONCLUSION OF PROJECT.
- THE ENGINEER MAY APPROVE THE USE OF ALTERNATIVE TREE PROTECTION TECHNIQUES IF A PROTECTED TREE WILL BE PROTECTED TO AN EQUAL OR GREATER DEGREE THAN THROUGH ALTERNATIVE TECHNIQUES.

**TREE WRAP PROTECTION DETAIL**

NOT TO SCALE



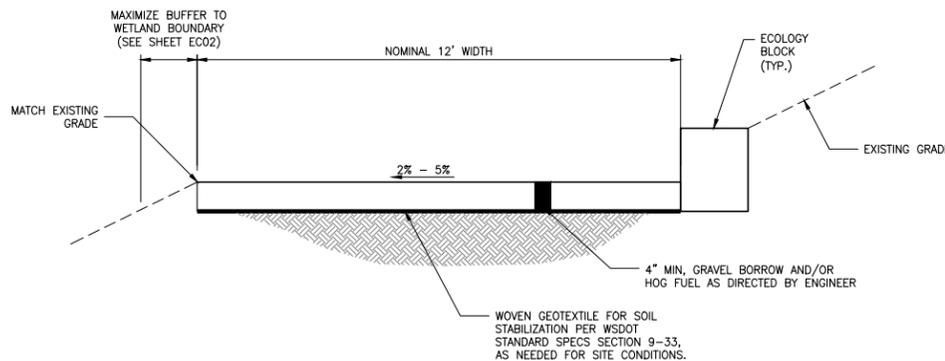
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ZACKUSE CREEK  
FISH PASSAGE AND STREAM  
RESTORATION PROJECT  
SAMMAMISH, WASHINGTON

NO.	REVISIONS	DATE	DATE:
1	ACCESS ROAD CLARIFICATION	04/25/2018	02/23/2018
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**ACCESS ROAD TYPICAL SECTION**

NOT TO SCALE



1. ACCESS ROAD SHALL BE MAINTAINED DURING CONSTRUCTION AND REPAIR DAMAGES AS NECESSARY PRIOR TO COMPLETION OF SCHEDULE A1

**EROSION & SEDIMENT CONTROL NOTES**

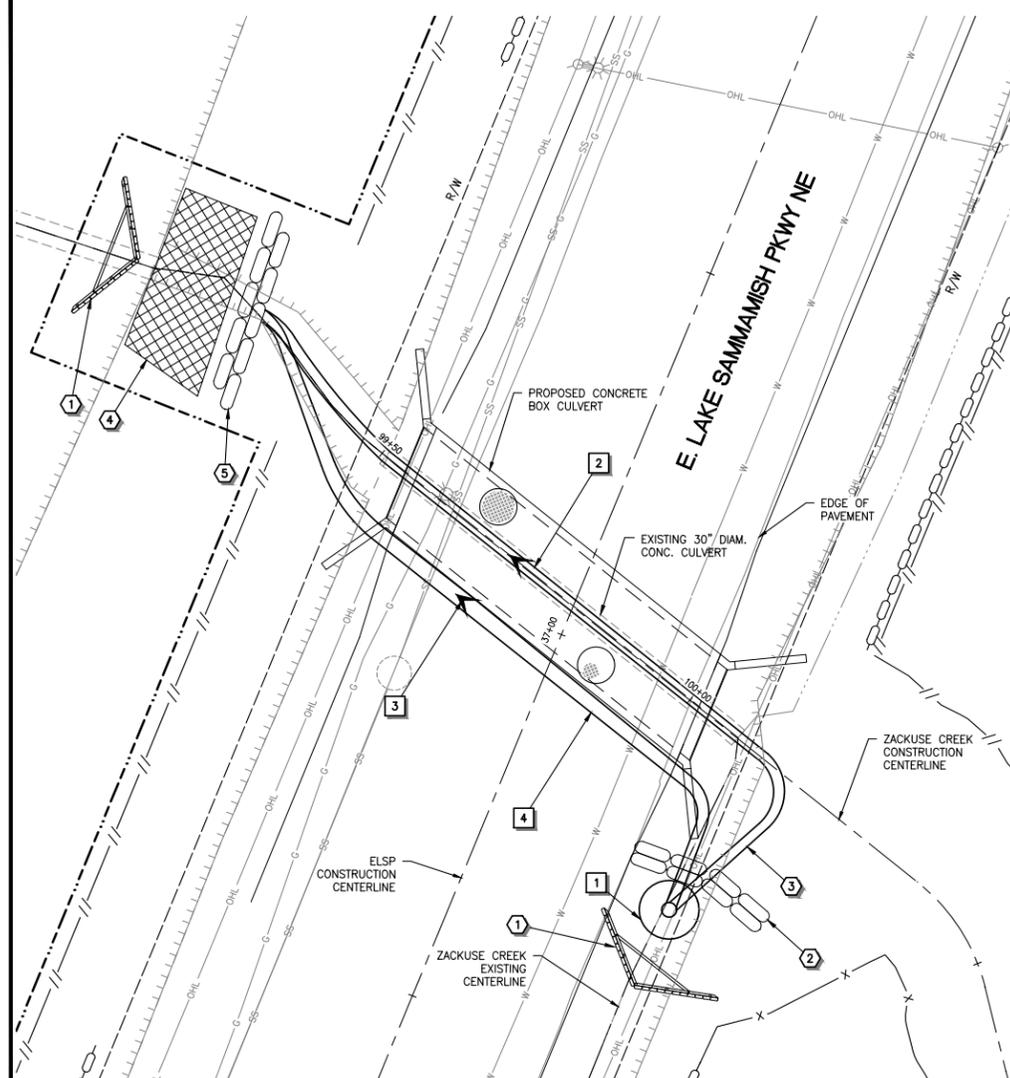
- THE TEMPORARY EROSION AND SEDIMENT CONTROL FEATURES SHALL BE CONSTRUCTED PRIOR TO ANY GRADING OR EXTENSIVE LAND CLEARING IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THESE FACILITIES MUST BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION AND LANDSCAPING ARE COMPLETED, AND SITE IS STABILIZED. SEDIMENT LADEN WATER SHALL NOT ENTER THE NATURAL DRAINAGE SYSTEMS.
- TEMPORARY SILT FENCE SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL, AND AT LEAST DAILY DURING PROLONGED RAINFALL. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED WATTLES, END RUNS, AND UNDER-CUTTING BENEATH WATTLES. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- ALL CLEARING, GRUBBING, AND GRADING SHALL BE CONTAINED WITHIN THE LIMITS ESTABLISHED BY THE ENGINEER. ALL VEGETATION OUTSIDE DESIGNATED LIMITS SHALL REMAIN UNDISTURBED.
- ALL STOCKPILES ARE TO BE LOCATED IN SAFE AREAS AND PROTECTED FROM EROSION BY MECHANICAL OR VEGETATIVE MEANS.
- ALL EXPOSED AND UNWORKED SOILS SHALL BE STABILIZED BY SEEDING, MULCHING, MATTING OR PLASTIC COVERING. FROM OCT. 1 TO APRIL 30 NO SOILS SHALL REMAIN UNSTABILIZED FOR MORE THAN 2 DAYS. FROM MAY 1 TO SEPT. 30, NO SOILS SHALL REMAIN UNSTABILIZED FOR MORE THAN 7 DAYS.
- ALL PROPERTIES ADJACENT TO THE PROJECT SHALL BE PROTECTED FROM SEDIMENT DEPOSIT.
- DE-WATERING DEVICES SHALL DISCHARGE INTO A SEDIMENT TRAP, SEDIMENT POND, OR OTHER DEVICE APPROVED BY THE ENGINEER.
- ALL POLLUTANTS OTHER THAN SEDIMENTS THAT OCCUR ON-SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORM WATER. SEE DEPARTMENT OF ECOLOGY STORM WATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON, 2012, VOLUME 2, CHAPTER 4.
- SEDIMENTS TRANSPORTED ONTO A ROAD SURFACE SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM ROADS BY SHOVELING OR SWEEPING AND BE TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA. SEE SPECIAL PROVISION, DISPOSAL OF SURPLUS MATERIAL. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.
- CITY OF SAMMAMISH WILL TRANSFER GENERAL STORMWATER CONSTRUCTION PERMIT TO CONTRACTOR.



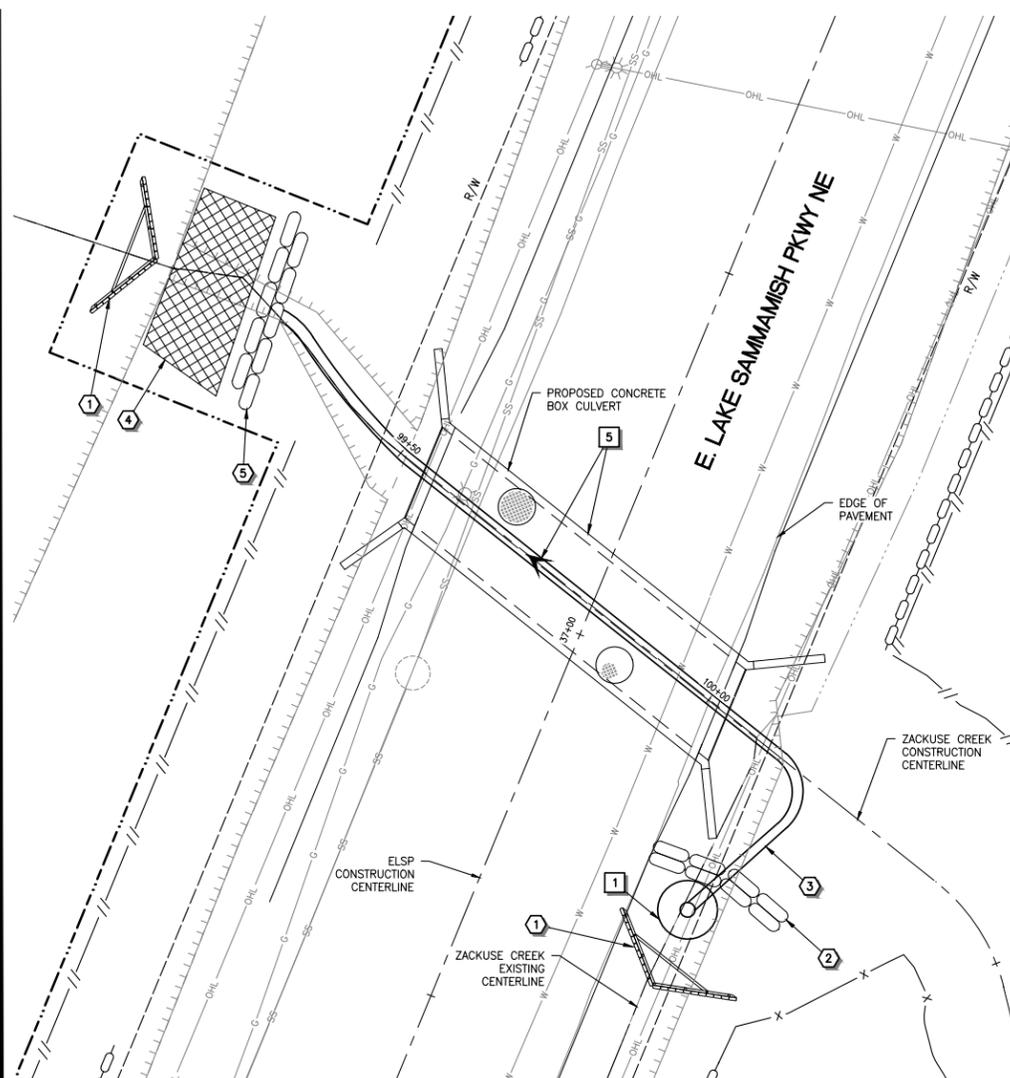
TESC DETAILS

EC03	
SHEET	OF
11	34

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



**STAGE 1: SLIP-LINE TEMPORARY BYPASS THROUGH EXISTING CULVERT**  
**STAGE 2: MOVE TEMPORARY BYPASS PIPE WITHIN LIMITS OF EXCAVATION TRENCH**



**STAGE 3: TEMPORARY BYPASS PIPE IN PLACE UNTIL END OF PROJECT**

**STREAM BYPASS NOTES**

- 1 INSTALL FISH SCREEN PER DETAIL ON SHEET BP02.
- 2 INSTALL TEMP. GRAVEL BAG BERM PER DETAIL ON SHEET BP02.
- 3 INSTALL 24" DIAM. BYPASS PIPE. SEE PROFILES ON THIS SHEET. INSTALL GRAVEL BAGS ON/AROUND PIPE INLET TO STABILIZE.
- 4 INSTALL BIODEGRADABLE EROSION CONTROL BLANKET FOR DITCHES. PER DETAIL ON SHEET BP02.
- 5 INSTALL SUFFICIENT GRAVEL BAGS AT BYPASS OUTFALL TO PREVENT EROSION.

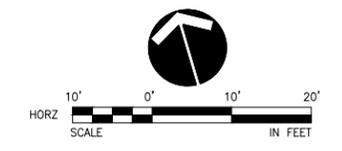
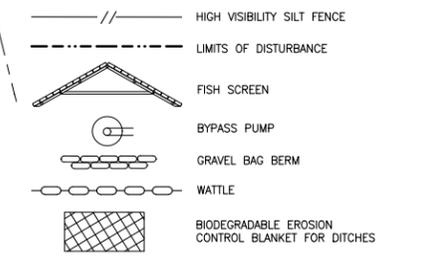
**IN-WATER WORK TESC PLAN NOTES AND RECOMMENDED SEQUENCING**

- 1 PROVIDE TEMPORARY PUMP SYSTEM FOR DEWATERING AS NEEDED. APPROXIMATE LOCATION SHOWN. DISCHARGE TO SEDIMENT FILTER MAT OR OTHER APPROVED TESC MEASURE. SEE SPECIFICATIONS FOR DEWATERING REQUIREMENTS.
- 2 INSTALL TEMPORARY STORM DRAIN PIPE THROUGH EXISTING 30" DIAM. CONC. CULVERT IN THE APPROXIMATE LOCATION SHOWN.
- 3 EXCAVATE NEW CHANNEL WITH EXISTING PIPE IN PLACE.
- 4 INSTALL TEMPORARY DIVERSION PIPE IN NEW CHANNEL FOR REMOVAL OF EXISTING 30" DIAM. CONC. CULVERT.
- 5 INSTALL CONCRETE BOX CULVERT BOTTOM AND STREAMBED GRAVELS. TRANSFER TEMPORARY DIVERSION PIPE TO WITHIN BOX CULVERT FOR REMAINDER OF BOX CULVERT CONSTRUCTION AND RESTORATION WORK.

**IN-WATER WORK TESC PLAN GENERAL NOTES**

1. THE CONTRACTOR SHALL SUBMIT THE TEMPORARY BYPASS AND ISOLATION SYSTEM PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL. THE TEMPORARY BYPASS SYSTEM AND ISOLATION BERM SHOWN ON PLAN IS SUGGESTED ONLY.
2. THE TEMPORARY BYPASS AND ISOLATION SYSTEM PLAN SHALL MEET ALL PERMIT REQUIREMENTS. CONTRACTOR SHALL REMOVE ALL TEMPORARY BYPASS MEASURES AFTER COMPLETION OF PROJECT.
3. THE TEMPORARY STREAM BYPASS SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED TO ENSURE CONTINUED PROPER FUNCTION.
4. PEAK FLOW RATES ANTICIPATED DURING THE PERIOD OF CONSTRUCTION COULD BE AS HIGH AS 15 CFS. FLOW MAY BE HIGHER DURING HIGH RAINFALL EVENTS. CONTRACTOR SHALL BE PREPARED TO PROTECT WORK SITE DURING HIGHER FLOWS.
5. FISH EXCLUSION AND FISH REMOVAL SHALL BE PERFORMED FOR IN-WATER WORK IN ACCORDANCE WITH THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE HPA.
6. PUMP SYSTEM WILL REQUIRE POWER FROM OVERHEAD UTILITY. GENERATORS WILL NOT BE ALLOWED. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY TO PROVIDE POWER DROP FROM OVERHEAD LINE.

**LEGEND**



**811**  
 Know what's below.  
 Call before you dig.

ZACKUSE CREEK  
 FISH WINDOW  
 JULY 1 - SEPT 30

ZACKUSE CREEK  
 FISH WINDOW  
 JULY 1 - SEPT 30

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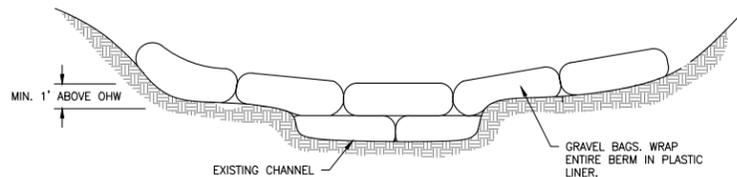


STREAM BYPASS PLAN

BP01	
SHEET	OF
12	34

Plotted: Apr 03, 2018 - 1:01pm evah K:\project\32700\32794\CADD\ACAD\Drawg\04\_BP01.dwg Layout Name: BP01

PROJECT MANAGER / ENGINEER

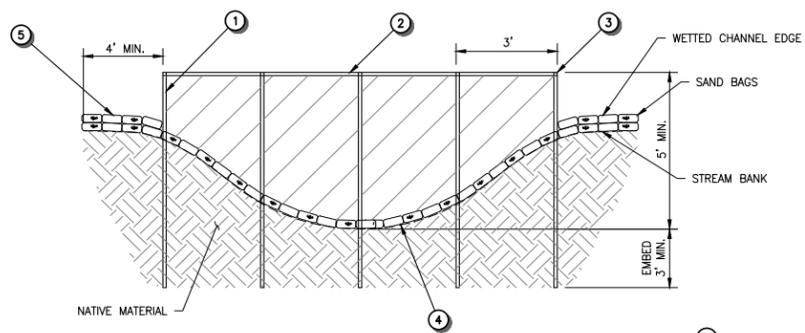


**NOTES:**

1. GRAVEL BAGS SHALL BE FILLED WITH STREAMBED SEDIMENT PER WSDOT SPEC. 9-03.11(1). STREAMBED SEDIMENT SHALL BE WASTED TO UPSTREAM END OF HABITAT CHANNEL UPON COMPLETION OF WORK.
2. INITIAL ROW OF GRAVEL BAGS SHALL BE KEED INTO THE GROUND SUCH THAT THEY MAKE TIGHT CONTACT WITH THE GROUND FOR THE LENGTH OF THE BERM.

**TEMPORARY GRAVEL BAG BERM DETAIL**

NOT TO SCALE

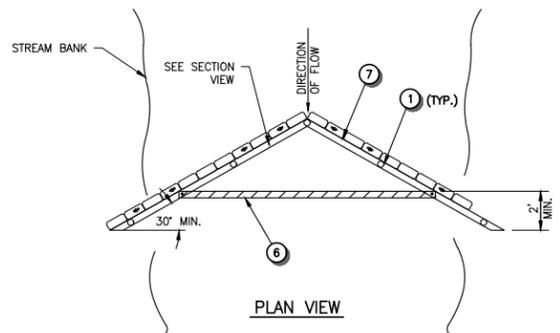


**FISH SCREEN CONSTRUCTION SEQUENCE**

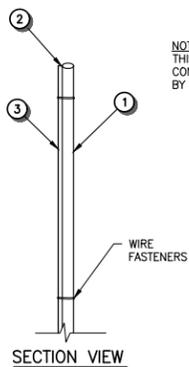
1. INSTALL 2" GALVANIZED TUBES ON 3' CENTERS.
2. SECURE WIRE MESH TO 2" GALVANIZED TUBES WITH WIRE FASTENER.
3. SECURE 1/4" MAX. FISH NYLON NET TO UPSTREAM SIDE OF WIRE MESH WITH WIRE FASTENER.
4. SECURE NYLON FISH NET TO STREAM BOTTOM WITH SAND BAGS.
5. EXTEND SAND BAGS 4' MIN. INTO STREAM BANKS.
6. ADD BRACING TIMBER AS NEEDED TO SUPPORT THE SCREEN.
7. REMOVAL OF DEBRIS FROM THE UPSTREAM SIDE OF THE FENCE IS NECESSARY OTHERWISE THE SCREEN WILL BECOME CLOGGED AND WATER MAY TOPPLE OR BREACH THE SCREEN.

**NOTE:**  
THIS IS A RECOMMENDED METHOD FOR CONSTRUCTION SEQUENCE. CONTRACTOR MAY SUBMIT AN ALTERNATE FISH PLAN FOR APPROVAL BY THE ENGINEER.

**FRONT VIEW**



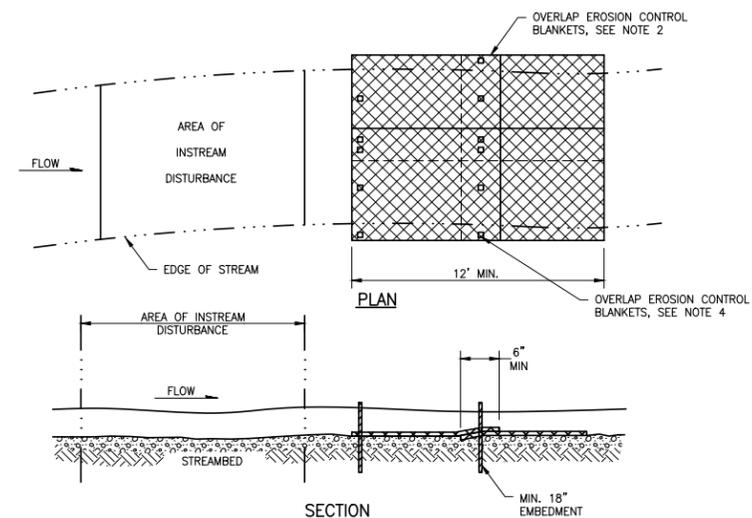
**PLAN VIEW**



**SECTION VIEW**

**FISH SCREEN DETAIL**

NOT TO SCALE



**NOTES:**

1. INSTALL EROSION CONTROL BLANKETS FLAT ON THE STREAM BOTTOM AT DOWNSTREAM EDGE OF DISTURBED AREA IMMEDIATELY PRIOR TO INSTREAM DISTURBANCE AND REMOVE IMMEDIATELY AFTER INSTREAM ACTIVITIES ARE COMPLETED.
2. OVERLAP THE TRAILING EDGE OF UPSTREAM EROSION CONTROL BLANKETS OVER THE LEADING EDGE OF DOWNSTREAM EROSION CONTROL BLANKETS BY AT LEAST 6". OVERLAP SIDES A MINIMUM OF 6".
3. HOLD THE LEADING EDGE OF THE MATS TIGHTLY TO STREAMBED CONTOURS WITH ROCKS OR OTHER WEIGHTS SUFFICIENT TO PREVENT MAT FROM LIFTING. ROCKS SHALL BE LARGE ENOUGH THAT THE FORCE OF A 2-YR. STORM EVENT WILL NOT CAUSE THE EROSION CONTROL BLANKETS FROM DISLODGING.
4. SECURE UPSTREAM CORNERS AND CENTERS OF EROSION CONTROL BLANKETS IN THE STREAMBED WITH 2"x2"x2' LONG WOOD STAKES.
5. IF STREAM VELOCITY IS HIGH, ENGINEER MAY REQUIRE ADDITIONAL LENGTH OF EROSION CONTROL BLANKET.

**TESC EROSION CONTROL BLANKET DETAIL**

NOT TO SCALE



ZACKUSE CREEK  
FISH WINDOW  
JULY 1 - SEPT 30

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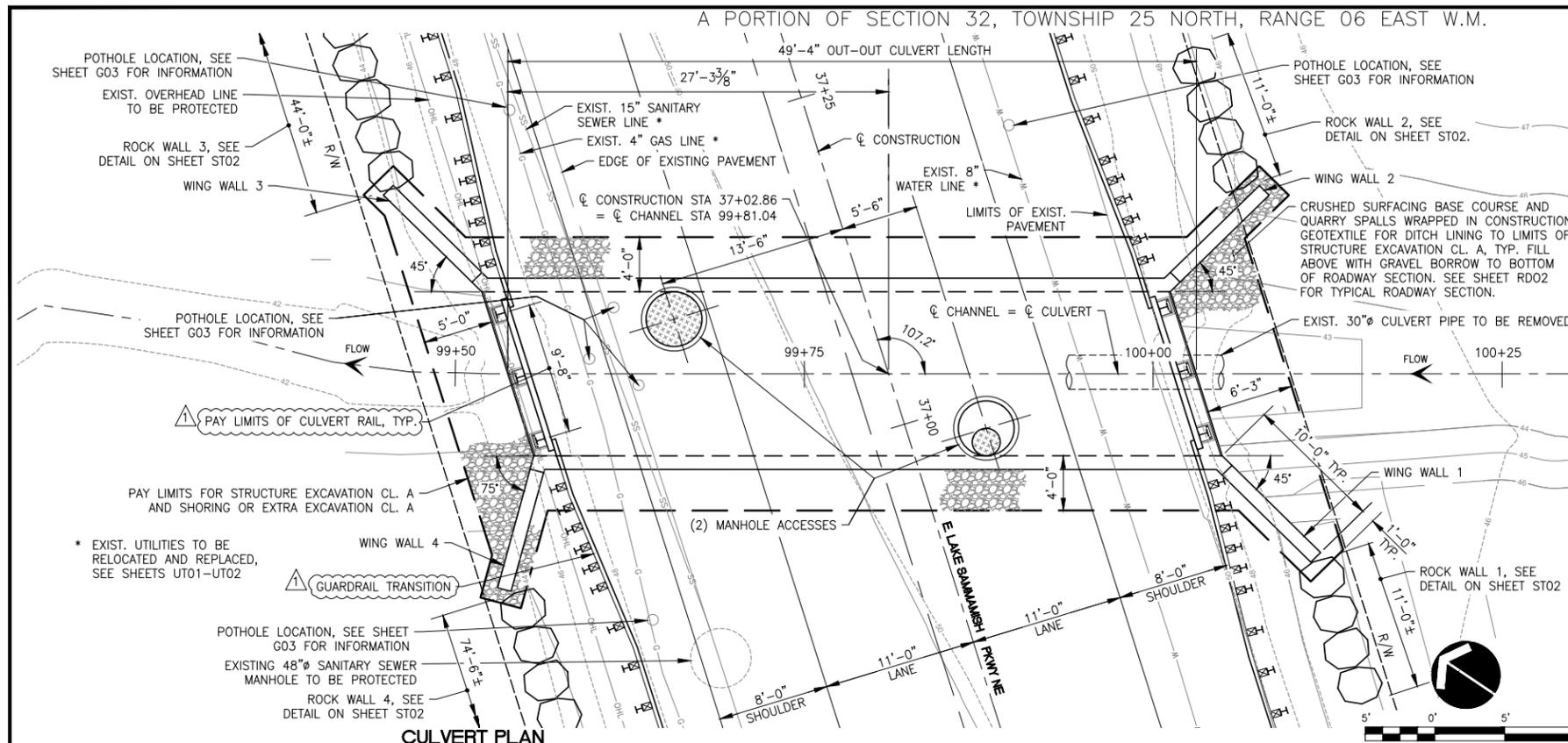
ZACKUSE CREEK  
FISH PASSAGE AND STREAM  
RESTORATION PROJECT  
SAMMAMISH, WASHINGTON

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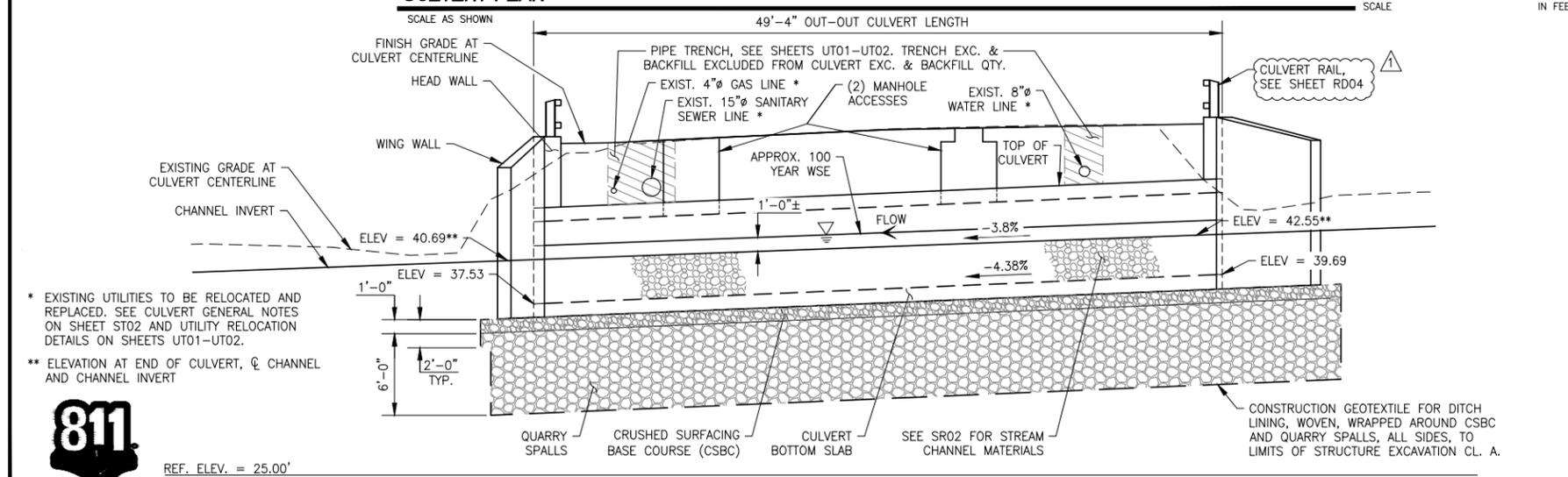
STREAM BYPASS DETAILS

BP02	
SHEET	OF
13	34



**CULVERT GENERAL NOTES**

1. ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION DATED 2016, AND AMENDMENTS.
2. THE PRECAST REINFORCED CONCRETE BOX CULVERT (PRCBC) WILL BE PROVIDED BY THE CITY, INCLUDING WING WALLS, HEAD WALLS, AND MANHOLE RISERS, LADDER AND LID FOR THE MANHOLE TO BE INSTALLED IN THE NORTHBOUND LANE. THE CULVERT WILL BE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS 7TH EDITION 2014 WITH INTERIM THROUGH 2016. PRECAST BOX UNITS WILL BE MANUFACTURED IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 6-02.3(28) WITH SHEAR KEYS. THE FABRICATOR WILL DESIGN FOR LIFTING AND TRANSPORTING PER STANDARD SPECIFICATION SECTION 7-02.3(6)A2.
3. THE CONTRACTOR SHALL TRANSPORT AND INSTALL THE CULVERT. JOINTS SHALL BE SEALED WITH SEALANT PER ASTM C 990 AND WRAPPED WITH EXTERNAL SEALING BAND PER ASTM C 877.
4. MANHOLE ACCESS WILL CONSIST OF 48"Ø BLOCKOUTS THROUGH CULVERT TOP SLAB WITH RISERS AND LIDS IN ACCORDANCE WITH THE FOLLOWING. SEE THE SPECIAL PROVISIONS FOR MANHOLE LID REQUIREMENTS.
  - 4.1. THE CONTRACTOR SHALL PROVIDE AND CONSTRUCT THE MANHOLE IN THE SHOULDER OF THE SOUTHBOUND LANE WHICH SHALL CONSIST OF 48"Ø CONCRETE RISERS, 48"Ø LID AND GALVANIZED STEEL LADDER.
  - 4.2. THE MANHOLE AND LID IN THE NORTHBOUND LANE WILL BE PROVIDED BY THE CITY AND SHALL BE INSTALLED BY THE CONTRACTOR WHICH WILL CONSIST OF 48"Ø AND 24"Ø CONCRETE RISERS, 24"Ø LID AND GALVANIZED STEEL LADDER.
5. CONCRETE SHALL BE CLASS 4000 MIN.
6. STEEL PLATES AND SHAPES SHALL BE ASTM A36 OR ASTM A 992. BOLTS, NUTS AND WASHERS (UNLESS NOTED OTHERWISE) SHALL BE ASTM A 307 AND COMPLY WITH STANDARD SPECIFICATION SECTION 9-16.3(4), AND RESIN BONDED ANCHORS SHALL BE ASTM A 193 GRADE B7, OR ASTM A 449. STEEL PLATES SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M 111 AFTER FABRICATION. BOLTS AND HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M 232.
7. UNLESS OTHERWISE SHOWN IN THE PLANS, CONCRETE COVER MEASURED FROM THE FACE OF CONCRETE TO THE FACE OF ANY REINFORCING STEEL SHALL BE 2" AT THE TOP OF THE TOP SLAB, 1 1/2" AT THE BOTTOM OF THE TOP SLAB, 3" AT THE BOTTOM OF THE BOTTOM SLAB, AND 2" AT ALL OTHER LOCATIONS.
8. BACKFILL ON BOTH SIDES OF THE BOX SHALL BE PLACED IN SEQUENCE AND COMPACTED IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 2-09.3(1)E. THE MAXIMUM FILL HEIGHT DIFFERENCE BETWEEN EACH SIDE OF THE CULVERT SHALL BE NO MORE THAN 2'-0".
9. SEE PROJECT GEOTECHNICAL REPORT PREPARED BY ASPECT CONSULTING, DATED 9/14/2017 FOR SUBSURFACE INFORMATION.
10. POTHOLES REPRESENT UTILITY LOCATES AND WERE SURVEYED AT THE LOCATIONS SHOWN. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS. SEE SHEET G03 FOR POTHOLE INFORMATION NOT SHOWN.
11. EXISTING FEATURES INCLUDING, BUT NOT LIMITED TO, TREES, UTILITIES, PAVEMENT AND STREAM, SHALL BE PROTECTED UNLESS OTHERWISE SHOWN TO BE RELOCATED, GRADED, REMOVED OR ADJUSTED. DAMAGE TO EXISTING FEATURES THAT SHOULD BE PROTECTED SHALL BE REPAIRED. REPAIR COSTS SHALL BE INCLUDED IN THE BID PRICE OF ADJACENT WORK.
12. PROVIDE 6" MIN. CLEARANCE BETWEEN BOTTOM OF SANITARY SEWER PIPE AND TOP OF CULVERT. BASED ON POTHOLE INFORMATION, THE LOWEST BOTTOM OF SEWER PIPE ELEVATION OVER THE CULVERT IS APPROXIMATELY 45.31'. BOTTOM OF PIPE ELEVATION AT CULVERT AND AT EXISTING 48"Ø SEWER MANHOLE SHALL BE FIELD VERIFIED.



**12'-0" SPAN X 6'-0" RISE X 49'-4" LONG**  
**PRECAST REINFORCED CONCRETE BOX CULVERT (PRCBC)**  
**LOADING: AASHTO HL-93**

**811**  
 Know what's below.  
 Call before you dig.

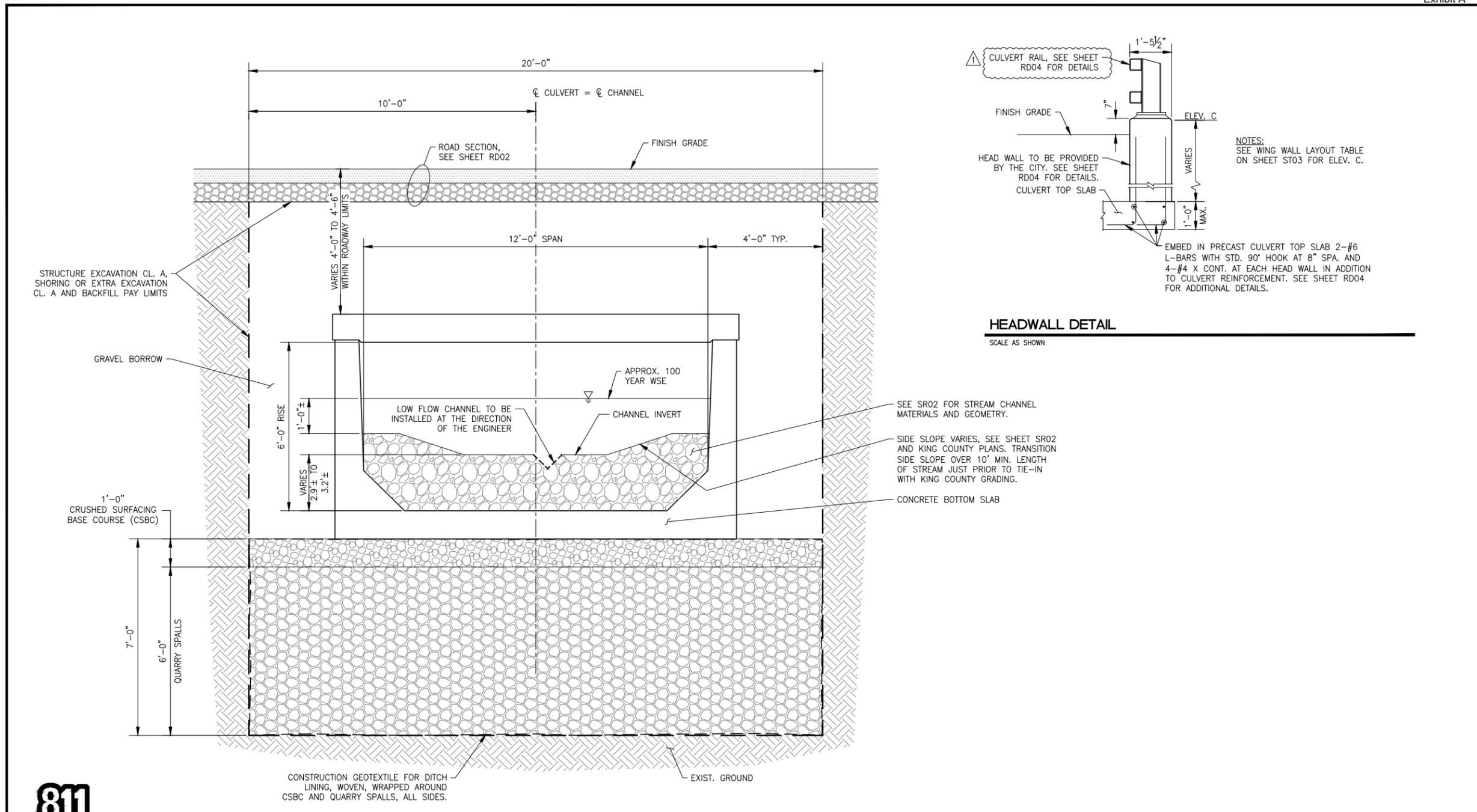
**CULVERT ELEVATION**

NO.	REVISIONS	DATE	DATE:
1	CULVERT RAIL MATERIAL AND COATING	4/25/2018	DESIGNED BY: BS/DC/BD/MM/CEM/EH
2			
3			DRAWN BY: AK
4			REVIEWED BY:
5			



**CULVERT LAYOUT**

ST01
SHEET 14 OF
14 34



CONSTRUCTION GEOTEXTILE FOR DITCH LINING, WOVEN, WRAPPED AROUND CSBC AND QUARRY SPALLS, ALL SIDES.

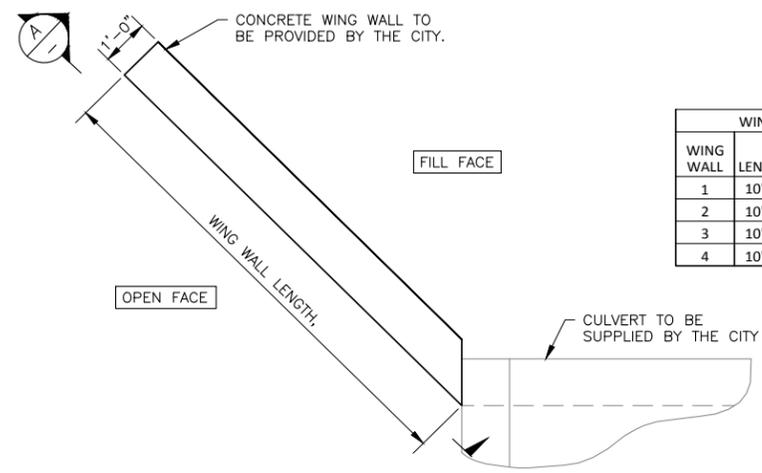
EXIST. GROUND



ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018		CULVERT DETAILS 1 OF 2	ST02	
	1	CULVERT RAIL MATERIAL AND COATING	4/25/2018	DESIGNED BY: BS/DC/BD/MM/CEM/EH			SHEET 15 OF	
	2						15	34
	3							
	4							
	5							

Plotted: May 25, 2018 - 11:12am bobdo K:\project\32700\32794\CADD\ACAD\Dwg\05\_ST02.dwg Layout Name: ST02 PROJECT MANAGER / ENGINEER

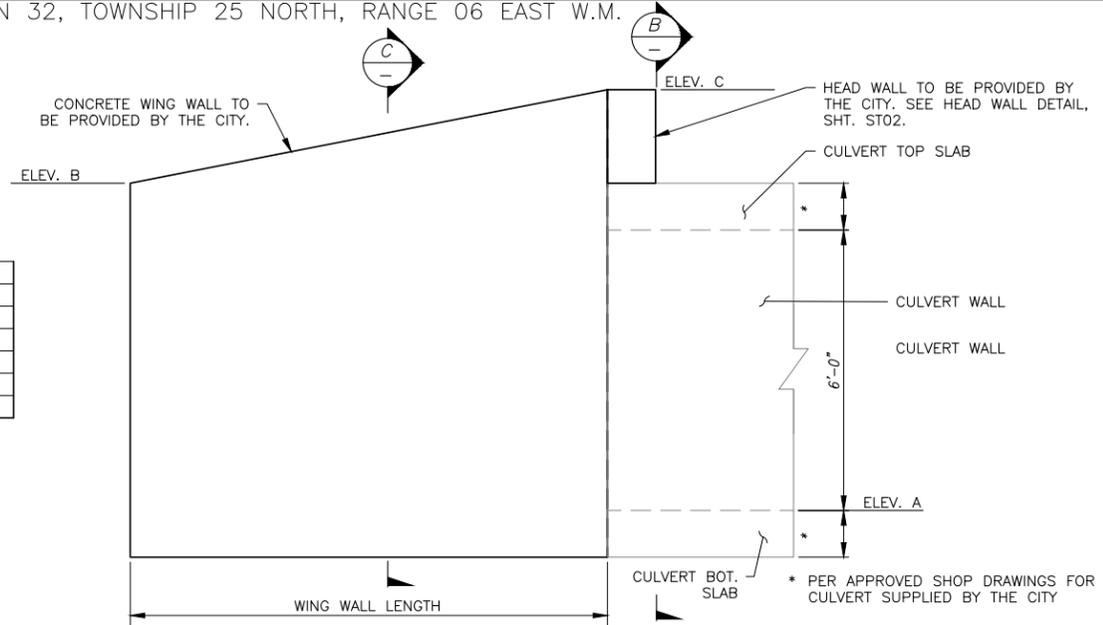
A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



WING WALL	LENGTH	ELEV.		
		A	B	C
1	10'-0"	39.9'	49.5'	50.5'
2	10'-0"	39.9'	48.0'	50.5'
3	10'-0"	37.7'	48.5'	49.3'
4	10'-0"	37.7'	47.5'	49.3'

**WINGWALL PLAN**

SCALE AS SHOWN

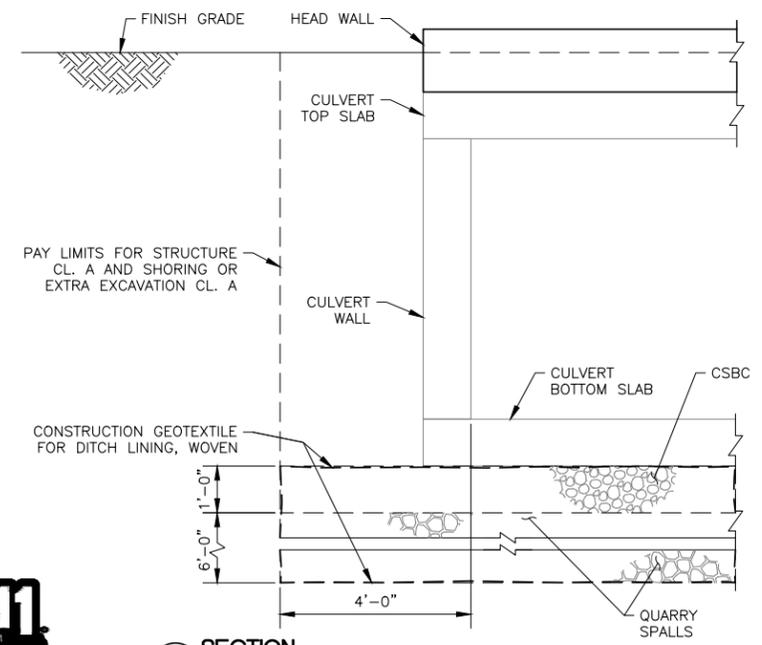


**VIEW A**

SCALE AS SHOWN

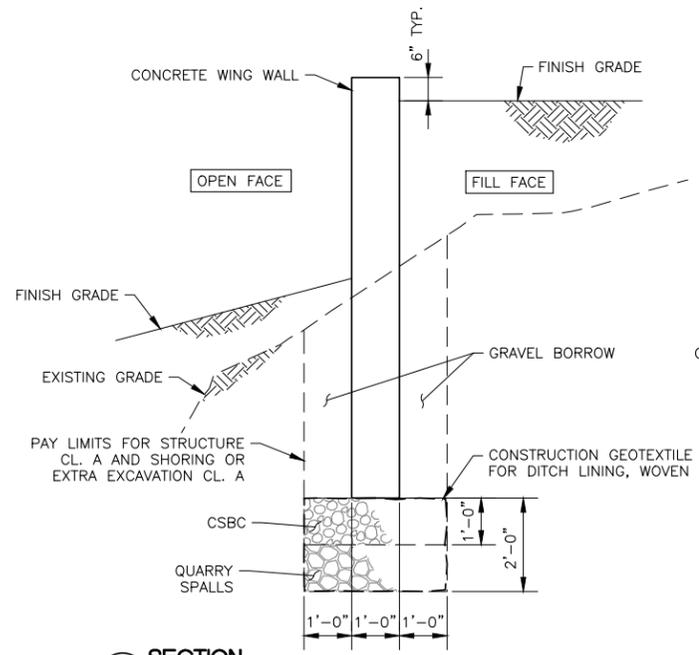
ROCK WALL	LENGTH	ELEV.	
		BOW	TOW
1	11'-0"	45.0'	49.5'
2	11'-0"	46.0'	48.0'
3	44'-0"	43.0'	48.5'
4	74'-6"	43.0'	47.5'

TIE-IN ROCK WALLS TO END OF CONCRETE WING WALLS



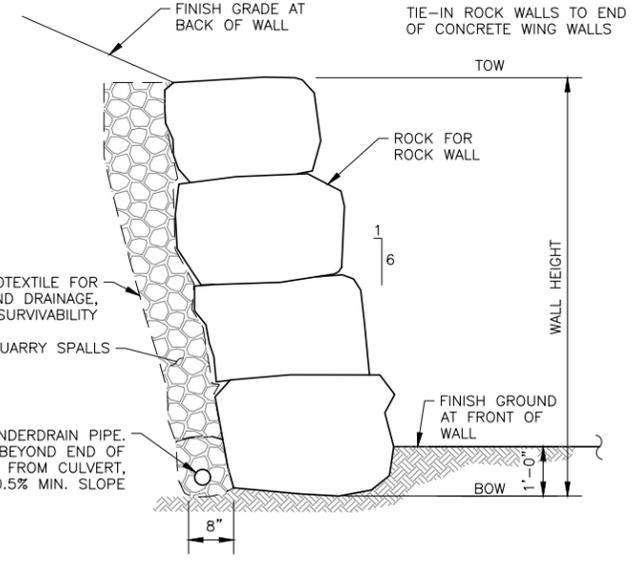
**SECTION B**

SCALE AS SHOWN



**SECTION C**

SCALE AS SHOWN



**ROCK WALL**

SCALE AS SHOWN



ZACKUSE CREEK  
FISH PASSAGE AND STREAM  
RESTORATION PROJECT  
SAMMAMISH, WASHINGTON

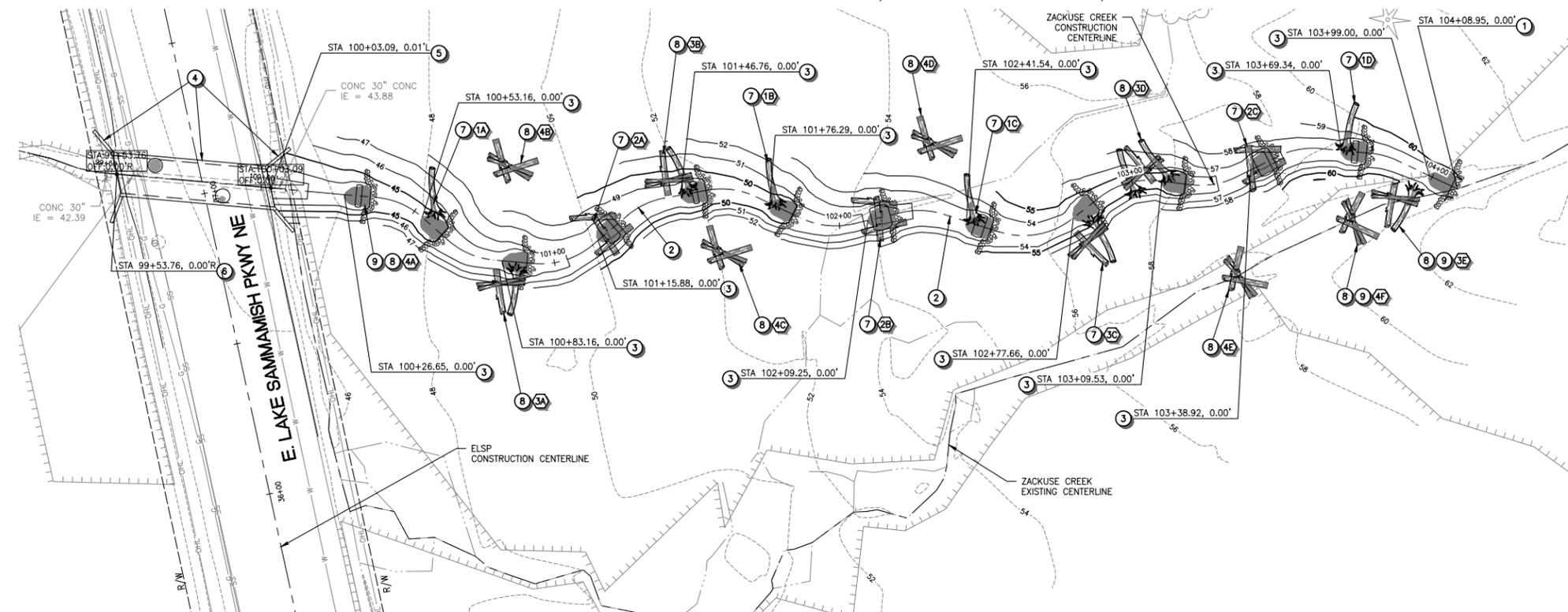
NO.	REVISIONS	DATE	DATE:
1			02/23/2018
2			DESIGNED BY: BS/DC/BD/MM/CEM/EH
3			DRAWN BY: AK
4			REVIEWED BY:
5			



CULVERT DETAILS 2 OF 2

ST03	
SHEET	OF
16	34

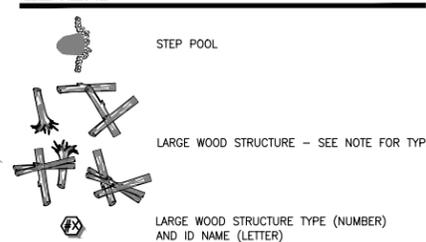
A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



**CONSTRUCTION NOTES**

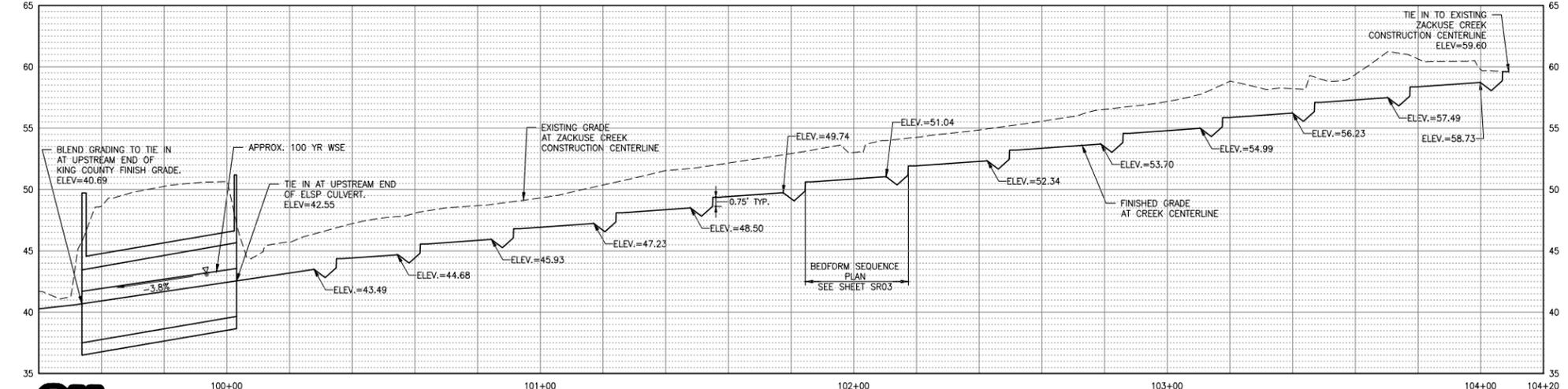
- 1 TIE IN TO EXISTING ZACKUSE CREEK CENTERLINE.
- 2 CONSTRUCT STREAM CHANNEL ALIGNMENT SHOWN ON SHEET RW02 AND PER PROFILE ON THIS SHEET AND TYPICAL BEDFORM AND CROSS-SECTION DETAIL ON SHEET SR03.
- 3 CONSTRUCT TYPICAL STREAM BEDFORM STEP AND POOL PER DETAILS ON SHEET SR03. SEE SHEET SR03 FOR CONTROL POINT LOCATION.
- 4 INSTALL CULVERT AND WING WALLS PER DETAILS ON SHEETS ST01-ST06.
- 5 TIE IN UPSTREAM END OF PROPOSED CULVERT TO STREAM CHANNEL PER DETAILS ON SHEETS ST01-ST03.
- 6 TIE IN DOWNSTREAM END OF PROPOSED CULVERT TO KING COUNTY FINISH GRADE. SEE SHEET ST01 FOR ELSP CULVERT PROFILE AND SHEETS KC-XX TO KC-XX FOR DOWNSTREAM GRADING PLANS.
- 7 CONSTRUCT TYPE 1 OR TYPE 2 WOOD STRUCTURE PER DETAILS ON SHEET SR04, STRUCTURE TYPE AS INDICATED.
- 8 CONSTRUCT TYPE 3 OR TYPE 4 WOOD STRUCTURE PER DETAILS ON SHEET SR05, STRUCTURE TYPE AS INDICATED.
- 9 INSTALL DIVERSION LOG STRUCTURES ONCE STREAM IS ESTABLISHED IN CONSTRUCTED CHANNEL.

**LEGEND**



**GENERAL NOTES**

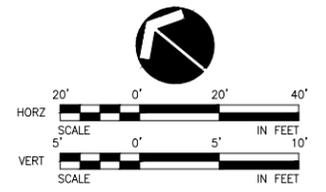
1. LOG STRUCTURES SHOWN IN PLAN VIEW ARE APPROXIMATE REPRESENTATIONS OF DETAIL TYPE. REFER TO SHEETS SR04-SR05 FOR DETAILS AND SECTIONS FOR EACH TYPE.



ZACKUSE CREEK FISH WINDOW JULY 1 - SEPT 30

Know what's below. Call before you dig.

**ZACKUSE CREEK PROFILE**



NO.	REVISIONS	DATE	DATE:
1			02/23/2018
2			DESIGNED BY: BS/DC/BD/MM/CEM/EH
3			DRAWN BY: AK
4			REVIEWED BY:
5			

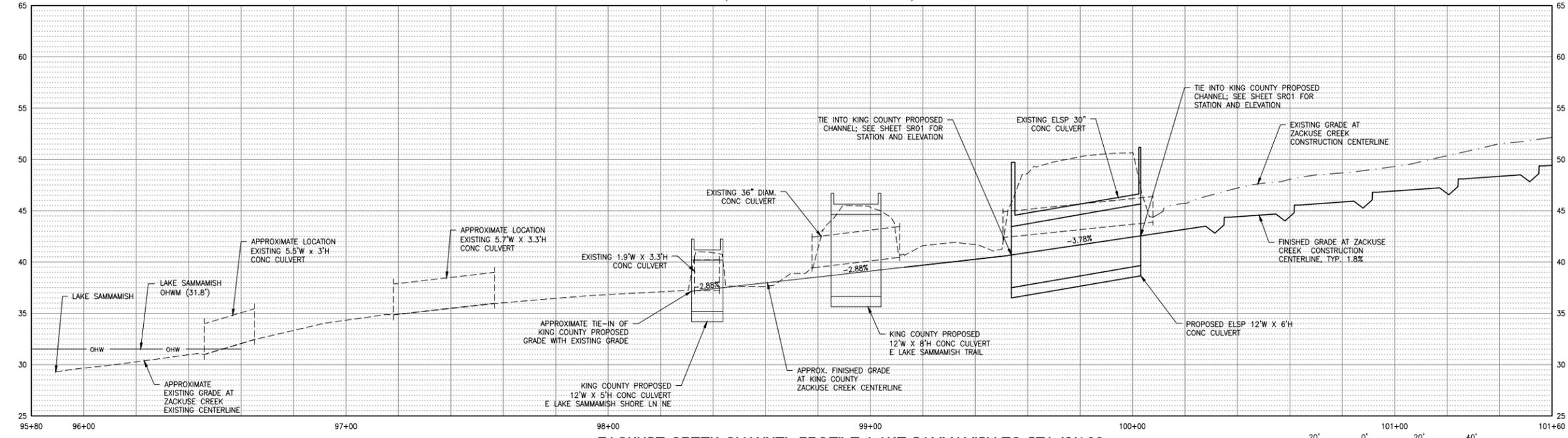


STREAM CHANNEL GRADING PLAN AND PROFILE

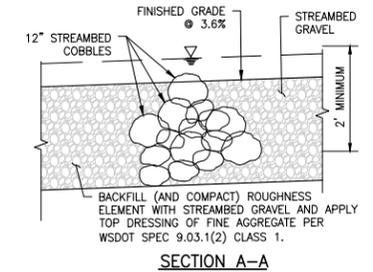
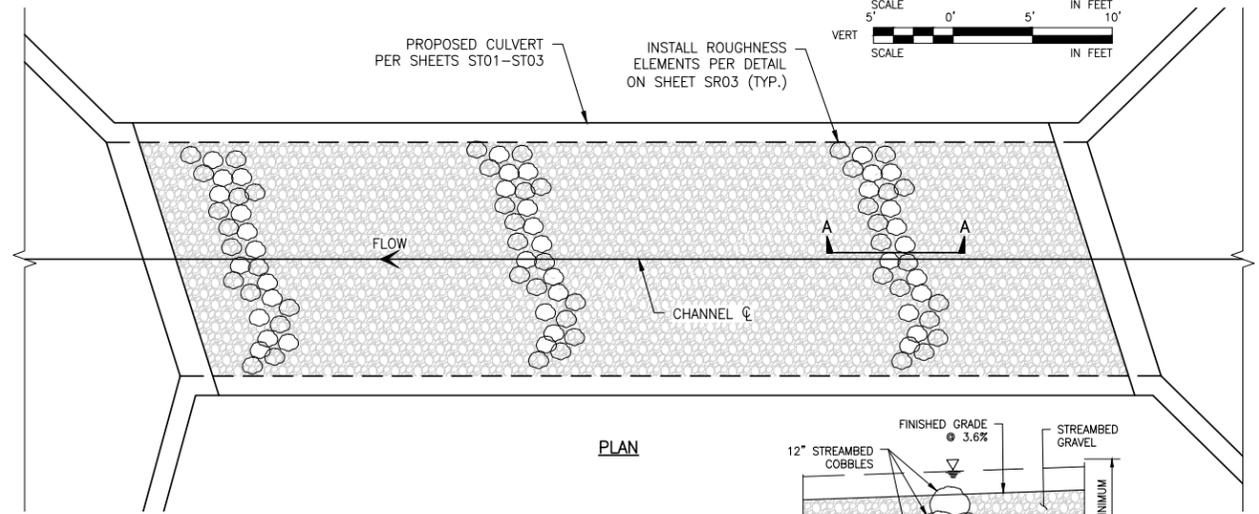
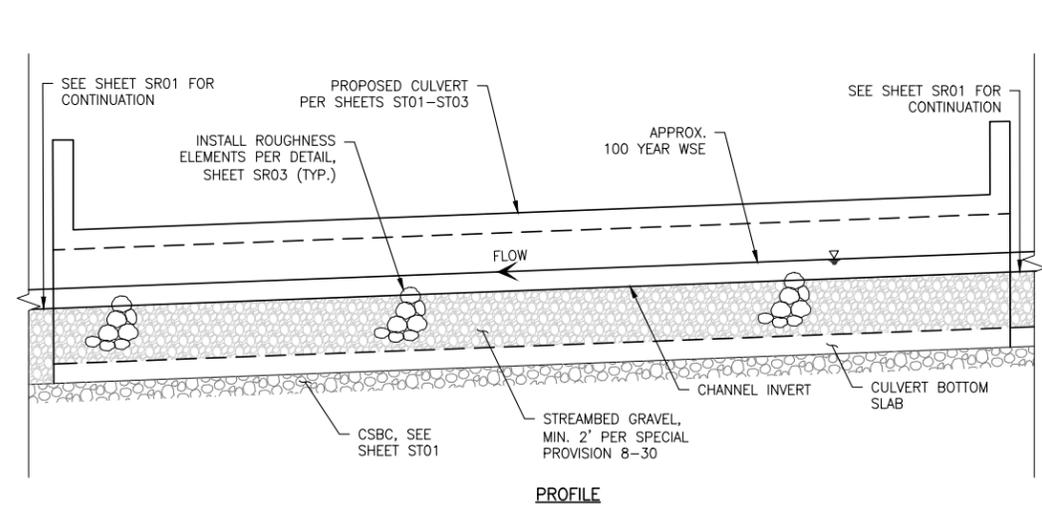
SR01	
SHEET	OF
17	34

Plotted: Apr 03, 2018 - 1:02pm evah K:\project\32700\32794\CADD\ACAD\Drawg\06\_SR01-SR02.dwg Layout Name: SR01 PROJECT MANAGER / ENGINEER

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



ZACKUSE CREEK CHANNEL PROFILE, LAKE SAMMAMISH TO STA 101+60



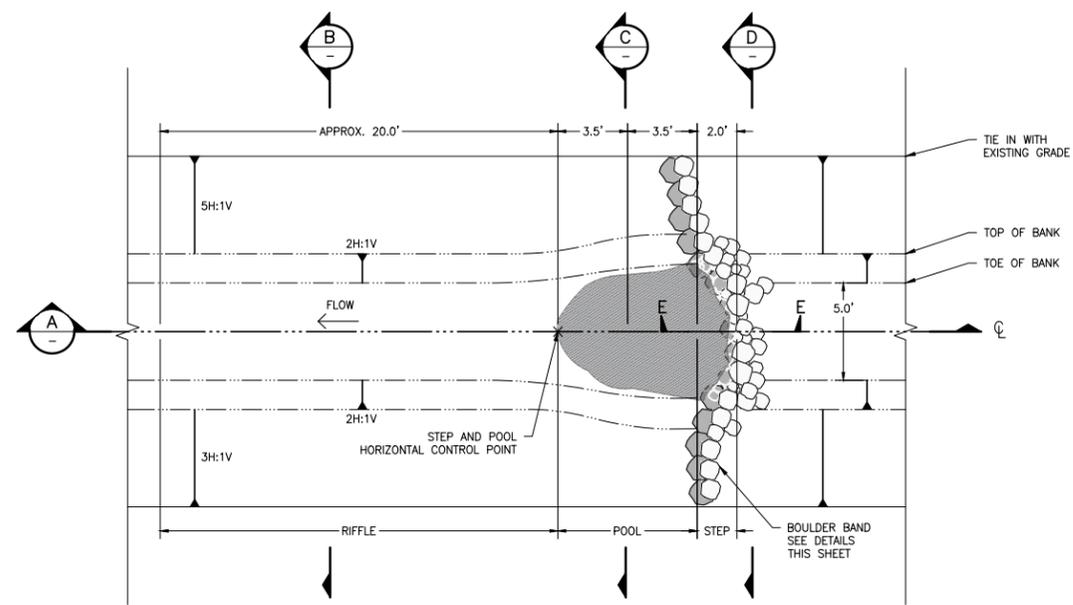
**811**  
ZACKUSE CREEK FISH WINDOW  
JULY 1 - SEPT 30  
Know what's below.  
Call before you dig.

ZACKUSE CREEK CULVERT ROUGHNESS ELEMENT PLACEMENT  
NOT TO SCALE

ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018		STREAM CHANNEL PLAN AND PROFILE	SR02	
	1			DESIGNED BY: BS/DC/BD/MM/CEM/EH			SHEET	OF
	2			DRAWN BY: AK			18	34
	3			REVIEWED BY:				
	4							
	5							

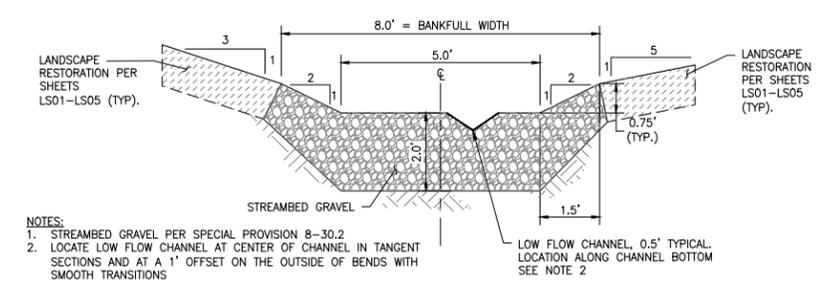
Plotted: Apr 03, 2018 - 1:02pm evah K:\project\32700\32794\CADD\ACAD\Drawg\06\_SR01-SR02.dwg Layout Name: SR02

PROJECT MANAGER / ENGINEER



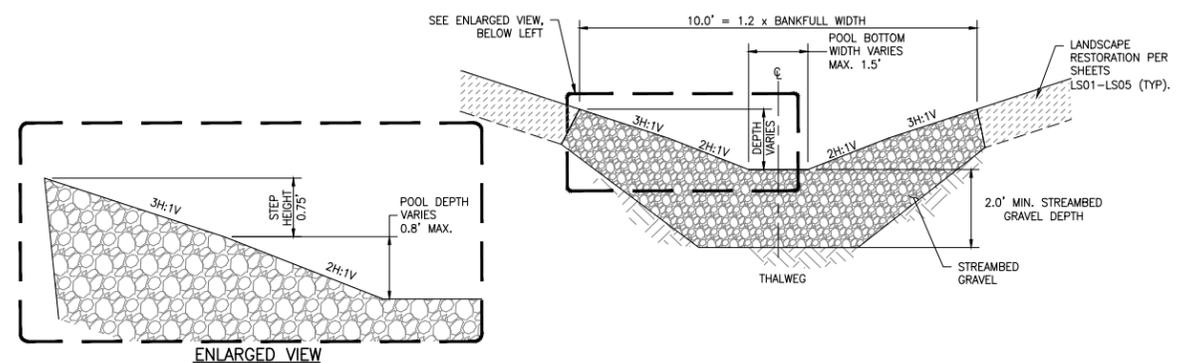
**BEDFORM SEQUENCE PLAN**

NOT TO SCALE



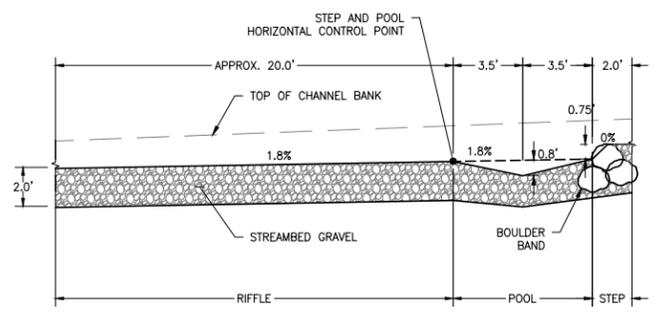
**TYPICAL CHANNEL, HABITAT RIFFLE SECTION**

NOT TO SCALE



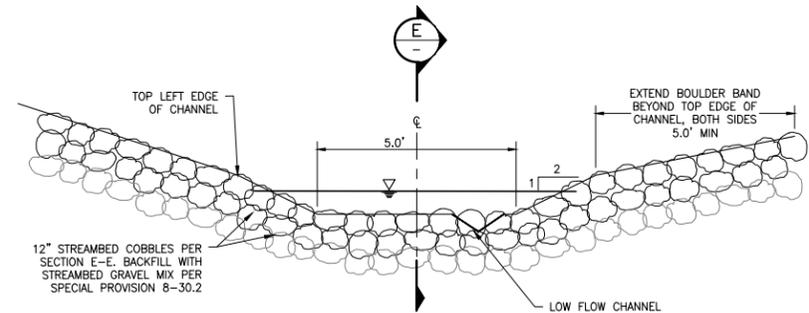
**TYPICAL POOL SECTION**

NOT TO SCALE



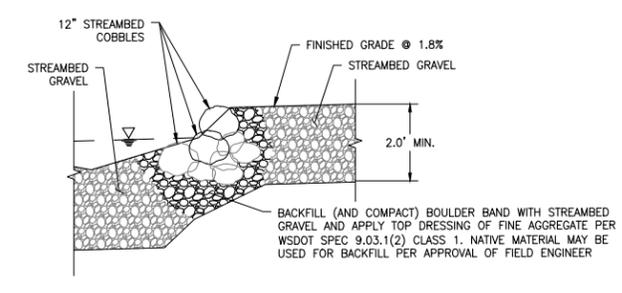
**STREAM BEDFORM SECTION**

NOT TO SCALE



**TYPICAL BOULDER BAND SECTION**

NOT TO SCALE



**BOULDER BAND DETAIL**

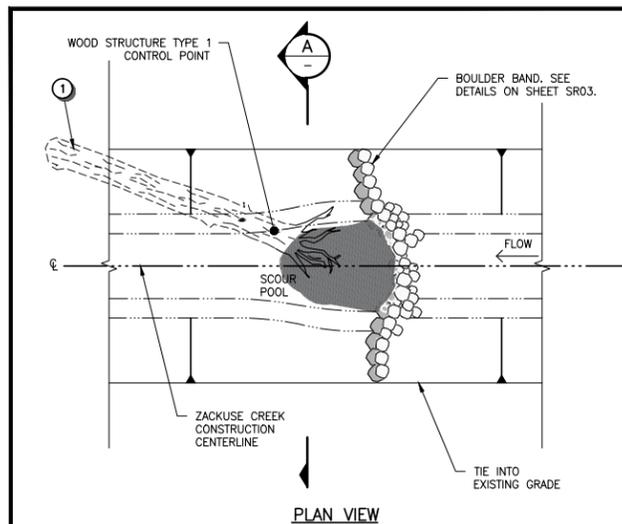
NOT TO SCALE



Know what's below. Call before you dig.

ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018			STREAM CHANNEL TYPICAL SECTIONS	SR03	
	1			DESIGNED BY: BS/DC/BD/MM/CEM/EH				SHEET	OF
	2							19	34
	3			DRAWN BY: AK					
	4			REVIEWED BY:					
5									

Plotted: Apr 03, 2018 - 1:03pm evah K:\project\32700\32794\CADD\ACAD\Drawg\06\_SR03-SR04.dwg Layout Name: SR03 PROJECT MANAGER / ENGINEER

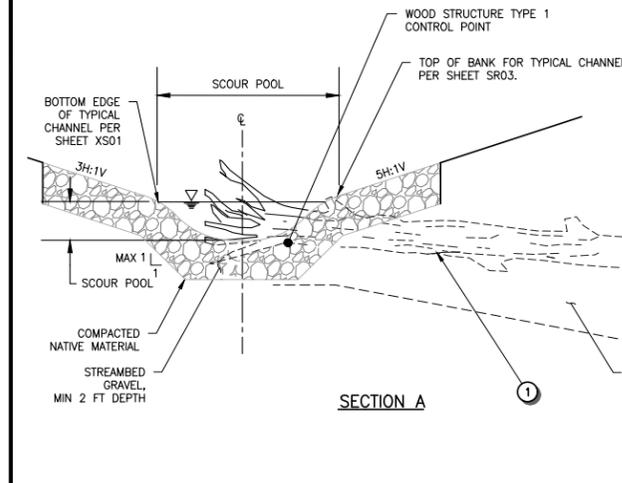


STRUCTURE #	STATION	OFFSET	ELEVATION	# LOGS*
1A	100+53.97	5.08' L	45.6180	1
1B	101+76.76	2.50' L	49.7280	1
1C	102+42.70	3.37' L	52.4160	1
1D	103+70.71	3.68' L	57.7400	1

\* SEE NOTES IN SECTION VIEW BELOW FOR APPROXIMATE LOG LENGTHS, DIAMETERS, AND ROOTWAD OR BRANCH REQUIREMENTS.

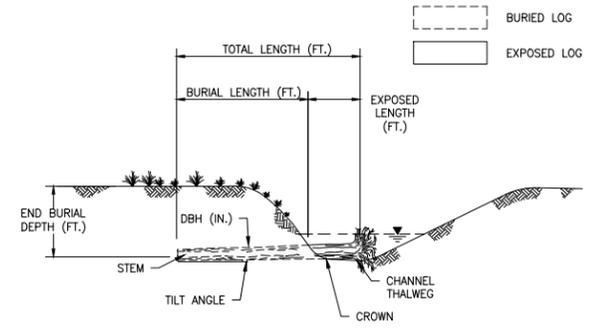
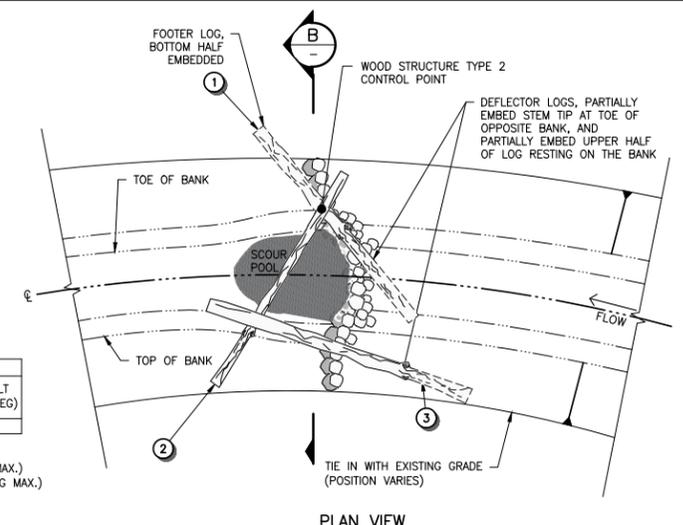
TYPE 1 LARGE WOOD STRUCTURE MATERIAL SCHEDULE (PER STRUCTURE)						
LOG ORDER	DBH (IN)	LENGTH (FT)	ROOTWAD ATTACHED?	MIN PERCENT OF LOG BURIED (%)	MIN END BURIAL DEPTH (FT)	STEM TILT ANGLE (DEG)
1	16	12	Yes	75	1.5	0

\*ANGLE (TILT) FROM LOG TO VERTICAL  
 0 DEG = STEM LYING FLAT, PARALLEL TO STREAM BED  
 (+) DEG = STEM TILTED UP FROM STREAM BED; ROOTWAD TILTED DOWN (90 DEG MAX.)  
 (-) DEG = STEM TILTED DOWN TOWARDS STREAM BED; ROOTWAD TILTED UP (90 DEG MAX.)



**WOOD STRUCTURE TYPE 1 NOTES**

- ① 16" DBH; PARTIALLY BURIED WITH ROOTWAD; SET ROOTWAD BOTTOM CROWN AT MIN. ELEVATION OF POOL (12' L). CONTROL POINT SHOWN AT BOTTOM (FINISH GRADE) ELEVATION AT BANK SLOPE INTERSECTION



**A TYPICAL LOG REFERENCE KEY AND LEGEND**  
 NOT TO SCALE

**WOOD STRUCTURE TYPE 2 TREE DIMENSION NOTES**

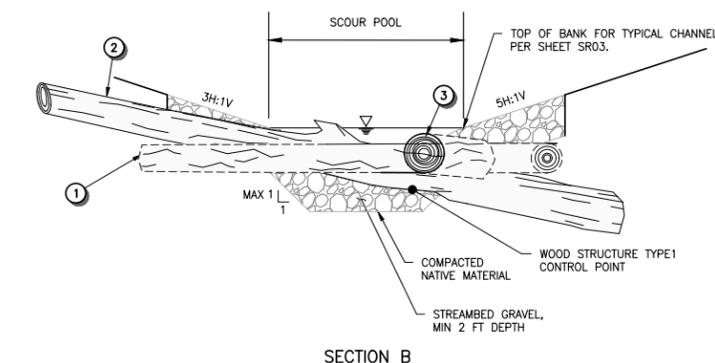
- ① 16" DBH; PARTIALLY BURIED (16' L).
- ② 12" DBH; PARTIALLY BURIED (15' L).
- ③ 16" DBH; PARTIALLY BURIED (20' L).

**GENERAL NOTES**

- 1. CONTROL POINT SHOWN AT BOTTOM (FINISH GRADE) ELEVATION AT BANK SLOPE INTERSECTION.

STRUCTURE #	STATION	OFFSET	ELEVATION	# LOGS*
2A	101+18.27	3.19' R	47.0020	3
2B	102+12.32	3.20' R	50.6550	3
2C	103+38.10	2.65' R	56.2490	3

\* SEE NOTES IN SECTION VIEW BELOW FOR APPROXIMATE LOG LENGTHS, DIAMETERS, AND ROOTWAD OR BRANCH REQUIREMENTS.



**WOOD STRUCTURE TYPE 2 - CREST STRUCTURE DETAIL**

NOT TO SCALE

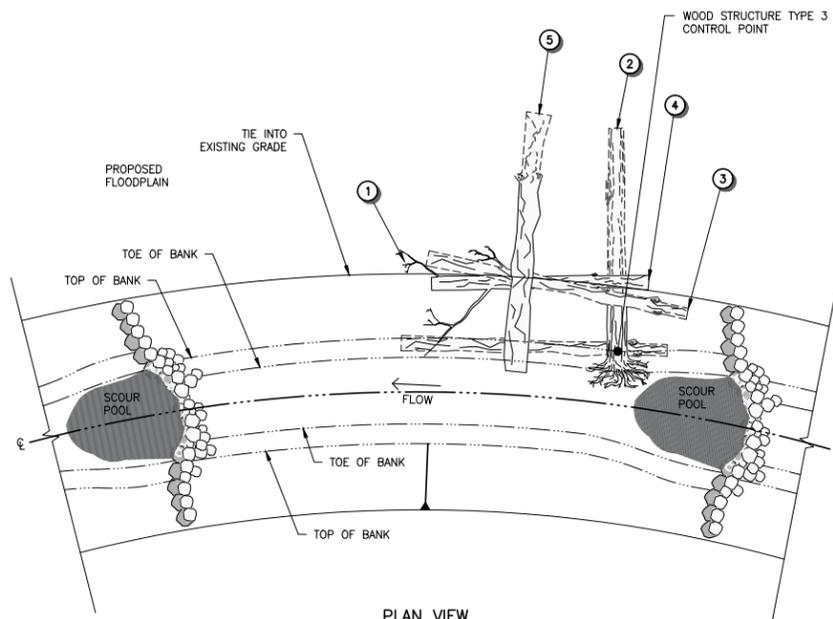
**GENERAL NOTES:**

- LARGE WOOD MATERIALS: SPECIES OF WOOD FOR USE IN LARGE WOOD STRUCTURES SHALL BE DOUGLAS-FIR OR WESTERN RED CEDAR, OR SITKA SPRUCE. SIZE OF LARGE WOOD MATERIAL SHALL BE PER DRAWINGS AND SPECIFICATIONS PER SHEETS SR04-SR05. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IF A SPECIFIED LOG SIZE IS NOT AVAILABLE. WOOD MATERIAL SHALL BE FREE OF CRACKS, DECAY, OR OTHER STRUCTURAL DEFICIENCIES, AND SHALL BE DISEASE AND PARASITIC INSECT-FREE. LARGE WOOD MATERIAL FOR STRUCTURES SHALL BE SECURED FROM THE FOLLOWING SOURCES:
  - SALVAGED TREES AND EXISTING LOGS REMOVED DURING CONSTRUCTION GRADING ACTIVITIES PER SHEET EC02, AS APPROVED BY THE ENGINEER (LIMITED QUANTITY AVAILABLE)
  - IMPORTED LARGE WOOD FROM AN OFF-SITE SOURCE (PROCURED AND HAULED TO SITE BY CONTRACTOR)
- THE CONTRACTOR SHALL PROVIDE A LIST OF THE LOGS THAT ARE AVAILABLE (ONSITE AND OFFSITE) TO BE USED FOR THE PROJECT. FOR EACH LOG, THE LIST SHALL DESCRIBE THE TREE SPECIES, DIAMETER (DBH), LENGTH, AND ROOTWAD DIAMETER. THE LARGE WOOD STRUCTURE CONFIGURATIONS AND MATERIAL SCHEDULES SHOWN IN THE PLANS ARE CONSIDERED PRELIMINARY, AND ARE SUBJECT TO REVISION BY THE ENGINEER UPON RECEIPT OF THE LIST OF LOG MATERIAL. SPECIFIED DIAMETER OF LOGS SHALL BE MEASURED AT BREST HEIGHT (DBH). LENGTHS OF LOGS SHALL INCLUDE THE ROOTWAD PORTIONS OF THE LOG, IF ROOTWAD IS PRESENT. LOG SIZE SHALL BE WITHIN THE SPECIFIED RANGE OF DIAMETERS SHOWN ON THE PLANS. ROOTWAD DIAMETER SHALL TYPICALLY BE A MINIMUM OF 3 TIMES THE DBH OF THE LOG, UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL TAKE CARE TO PROTECT THE ROOTWADS FROM DAMAGE DURING HANDLING OF LARGE WOOD MATERIAL.
- THE LOCATION AND CONFIGURATION OF LARGE WOOD STRUCTURES AS NOTED IN DETAIL TABLES MAY VARY IN FIELD DUE TO SITE CONDITIONS, AND THE FINAL LOCATION OF THESE STRUCTURES WILL BE FLAGGED BY THE ENGINEER DURING CONSTRUCTION.
- THE CONTRACTOR MAY SALVAGE STOCKPILED COTTONWOOD MATERIALS ON SITE. COORDINATE WITH PROPERTY OWNER. COTTONWOOD MAY ONLY BE USED IN TYPE 4 STRUCTURES. THE AREA USED BY THE PROPERTY OWNER FOR STOCKPILING WOOD SHALL NOT BE USED BY THE CONTRACTOR FOR STAGING/STOCKPILING OTHER MATERIALS.



Know what's below. Call before you dig.

<b>ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON</b>	NO.	REVISIONS	DATE	DATE: 02/23/2018			STREAM IMPROVEMENT DETAILS 1 OF 2	SR04	
	1			DESIGNED BY: BS/DC/BD/MM/CEM/EH				SHEET	OF
	2			DRAWN BY: AK				20	34
	3			REVIEWED BY:					
	4								
5									



PLAN VIEW

STRUCTURE #	STATION	OFFSET	ELEVATION	# LOGS*
3A	100+88.20	4.03' R	45.7860	5
3B	101+49.11	2.92' L	48.2720	5
3C	102+81.74	6.17' R	55.4050	5
3D	103+10.26	2.72' L	54.9800	5
3E	104+01.29	8.42' R	59.5500	5

\* SEE NOTES IN SECTION VIEW BELOW FOR APPROXIMATE LOG LENGTHS, DIAMETERS, AND ROOTWAD OR BRANCH REQUIREMENTS.

TYPE 3 LARGE WOOD STRUCTURE MATERIAL SCHEDULE (PER STRUCTURE)						
LOG ORDE	DBH (IN)	LENGT H (FT)	ROOTWAD ATTACHED?	MIN PERCENT OF LOG BURIED (%)	MIN END BURIAL DEPTH (FT)	STEM TILT ANGLE (DEG)
1	10	20	No	70	2	-2
2	16	12	Yes	75	2	-3
3	6	20	No	65	1	5
4	6	20	No	75	1.5	3.5
5	12	15	No	60	1.25	-2

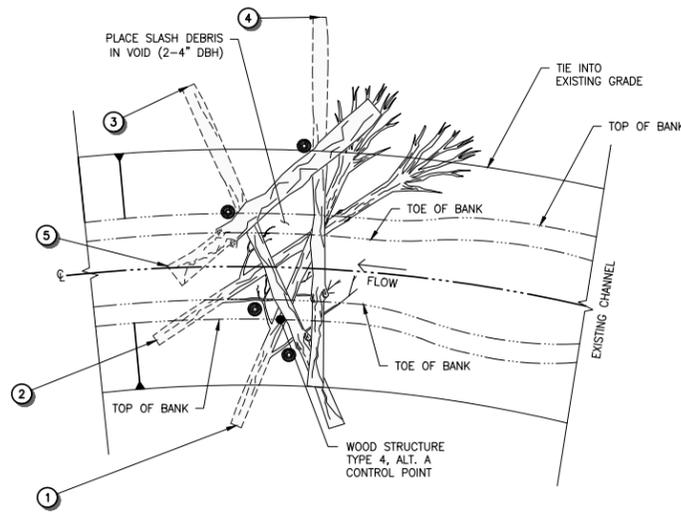
\*ANGLE (TILT) FROM LOG TO VERTICAL  
 0 DEG = STEM LYING FLAT, PARALLEL TO STREAM BED  
 (+) DEG = STEM TILTED UP FROM STREAM BED; ROOTWAD TILTED DOWN (90 DEG MAX.)  
 (-) DEG = STEM TILTED DOWN TOWARDS STREAM BED; ROOTWAD TILTED UP (-90 DEG MAX.)

**WOOD STRUCTURE TYPE 3 TREE DIMENSION NOTES**

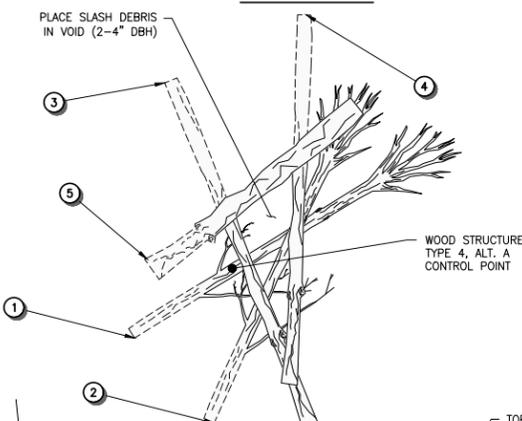
- ① 10" DBH WITH BRANCHES (20' L), FULLY BURIED
- ② 16" DBH WITH ROOT WAD (12' L).
- ③ 6" DBH WITH BRANCHES (20' L).
- ④ 6" DBH WITH BRANCHES (20' L).
- ⑤ 12" DBH (15' L).

**GENERAL NOTES**

- 1. CONTROL POINT SHOWN AT BOTTOM OF ROOT WAD (FINISH GRADE) ELEVATION OF LOG 1/LOG 2 INTERSECTION.



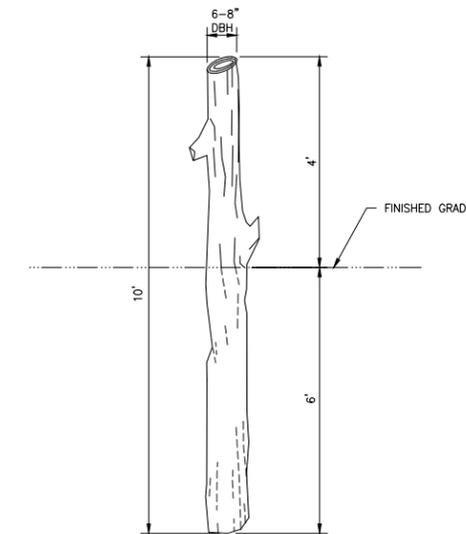
ALTERNATIVE A PLAN VIEW



ALTERNATIVE B PLAN VIEW

**WOOD STRUCTURE TYPE 4 - OFF CHANNEL STRUCTURE DETAIL**

NOT TO SCALE



PILE SECTION VIEW

STRUCTURE #	ALT.	STATION	OFFSET	ELEVATION
4B	B	100+56.97	29.87' L	49.0830
4C	B	101+52.42	17.22' R	51.9180
4D	B	102+25.86	24.73' L	54.2990
4E	A	103+24.19	30.33' R	56.8240
4F	A	103+88.89	24.67' R	59.2570

\* SEE NOTES IN SECTION VIEW BELOW FOR APPROXIMATE LOG LENGTHS, DIAMETERS, AND ROOTWAD OR BRANCH REQUIREMENTS.

**WOOD STRUCTURE TYPE 4 TREE DIMENSION NOTES**

- ① 6-10" DBH WITH BRANCHES (20' L).
- ② 6-10" DBH WITH BRANCHES (20' L).
- ③ 6-10" DBH (20' L).
- ④ 6-8" DBH (20' L).
- ⑤ 8-12" DBH (20' L). PARTIALLY BURIED, ANGLES ABOVE OTHER BASE STRUCTURE.

**GENERAL NOTES**

- 1. ALT. A CONTROL POINT SHOWN AT BOTTOM (FINISH GRADE) ELEVATION OF LOG 1 INTERSECTION WITH TOP OF BANK.
- 2. ALT. B CONTROL POINT SHOWN AT BOTTOM (FINISH GRADE) ELEVATION OF LOG 1 INTERSECTION WITH MATCHLINE TO EXISTING GRADE.
- 3. LOG 4 IN ALT. A SHALL BE PLACED PERPENDICULAR TO CHANNEL CENTERLINE.
- 4. LOGS SHOWN AS PARTIALLY BURIED SHOULD BE BURIED A MINIMUM OF 0.5-1 FT FOR ALTERNATIVE B AND 1-1.5 FT FOR ALTERNATIVE A.

**WOOD STRUCTURE TYPE 3 - REVETMENT STRUCTURE DETAIL**

NOT TO SCALE



ZACKUSE CREEK FISH WINDOW JULY 1 - SEPT 30

Know what's below. Call before you dig.

ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON

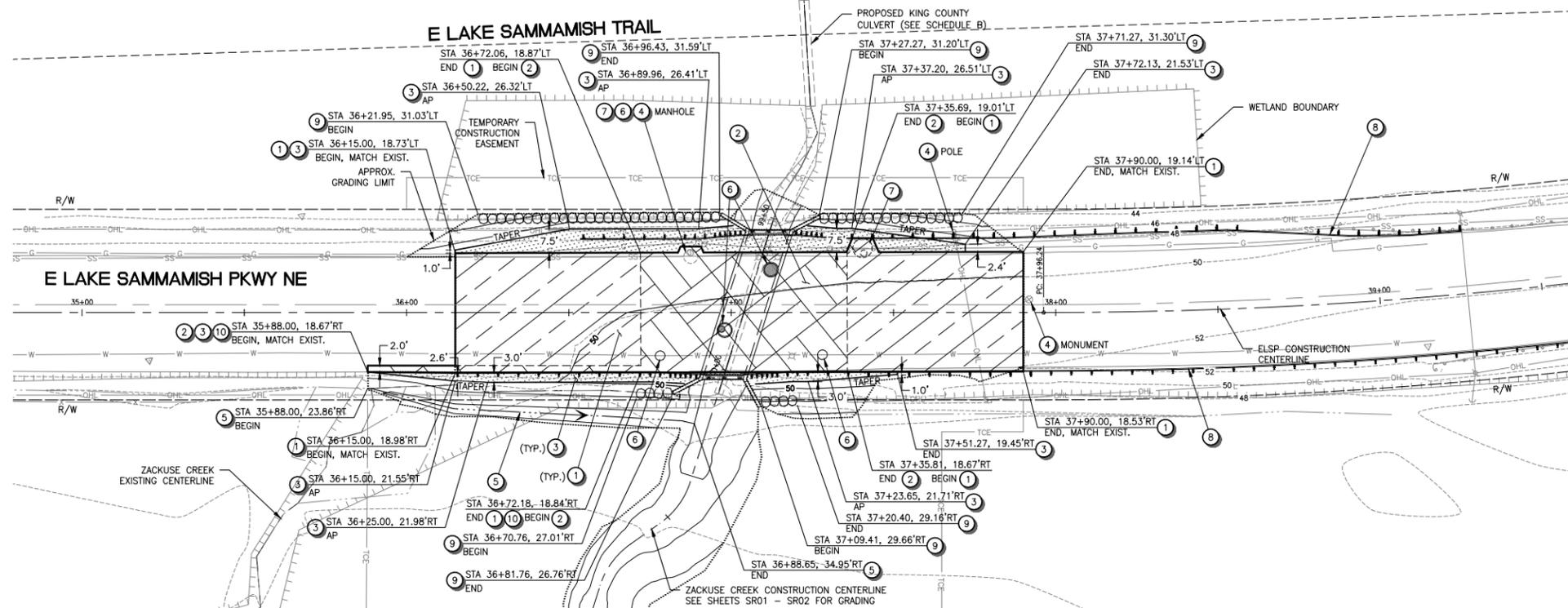
NO.	REVISIONS	DATE	DATE:
1			02/23/2018
2			DESIGNED BY: BS/DC/BD/MM/CEM/EH
3			DRAWN BY: AK
4			REVIEWED BY:
5			



STREAM IMPROVEMENT DETAILS 2 OF 2

SR05	
SHEET	OF
21	34

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.

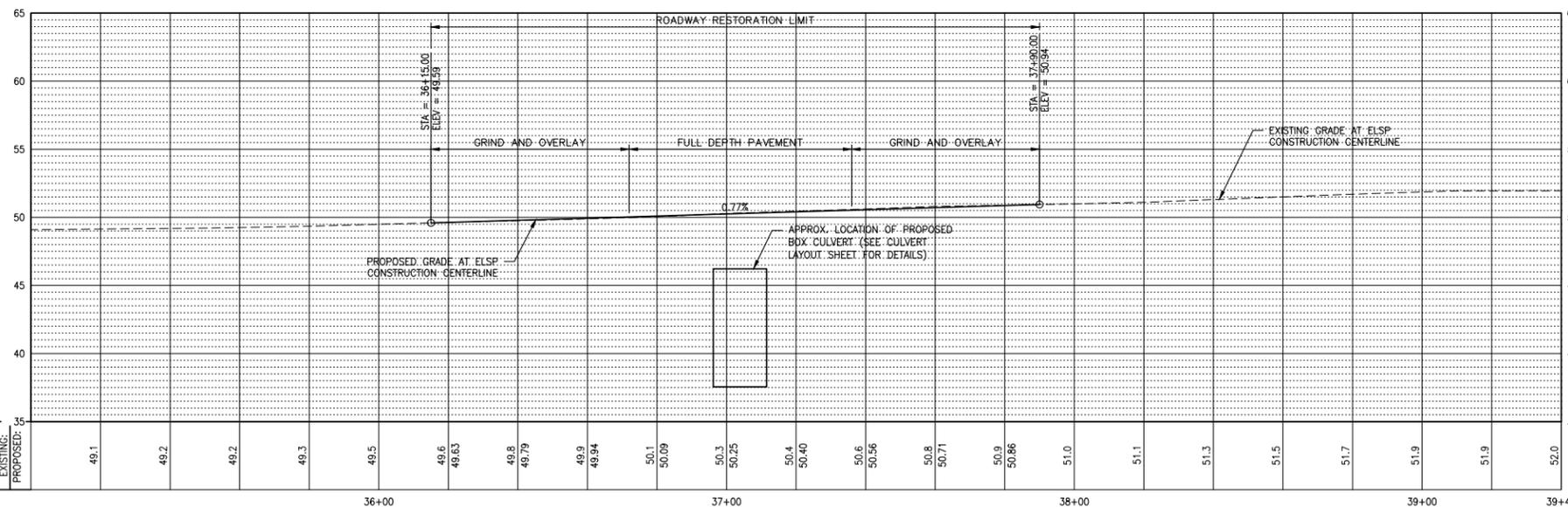


**CONSTRUCTION NOTES**

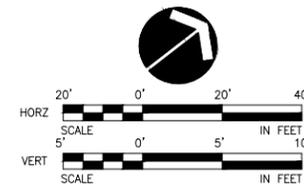
- 1 GRIND AND OVERLAY ASPHALT PAVEMENT, LIMITS PER PLAN. SEE SHEET RD02 FOR DETAILS.
- 2 CONSTRUCT FULL DEPTH ASPHALT CONCRETE PAVEMENT PER ROADWAY SECTION ON SHEET RD02, LIMITS PER PLAN.
- 3 INSTALL GRAVEL SHOULDER PER ROADWAY SECTION ON SHEET RD02, LIMITS PER PLAN.
- 4 EXISTING FEATURES OR STRUCTURE TO REMAIN, PROTECT DURING CONSTRUCTION.
- 5 RESTORE RELOCATED ZACKUSE CREEK CHANNEL PER DETAIL ON SHEET RD02.
- 6 ADJUST EXISTING UTILITY COVER TO FINISHED GRADE.
- 7 PROVIDE PAVEMENT AROUND MANHOLE.
- 8 NEW GUARDRAIL, SEE SHEET RD03 FOR DETAILS.
- 9 INSTALL ROCKERY WALL PER DETAIL ON SHEET ST03.
- 10 EXCAVATE UNSUITABLE MATERIAL AND RESTORE PER DETAIL ON SHEET RD02, LIMITS PER PLAN.

**LEGEND**

- HMA PAVEMENT OVERLAY
- FULL DEPTH ASPHALT CONCRETE PAVEMENT
- GRAVEL SHOULDER



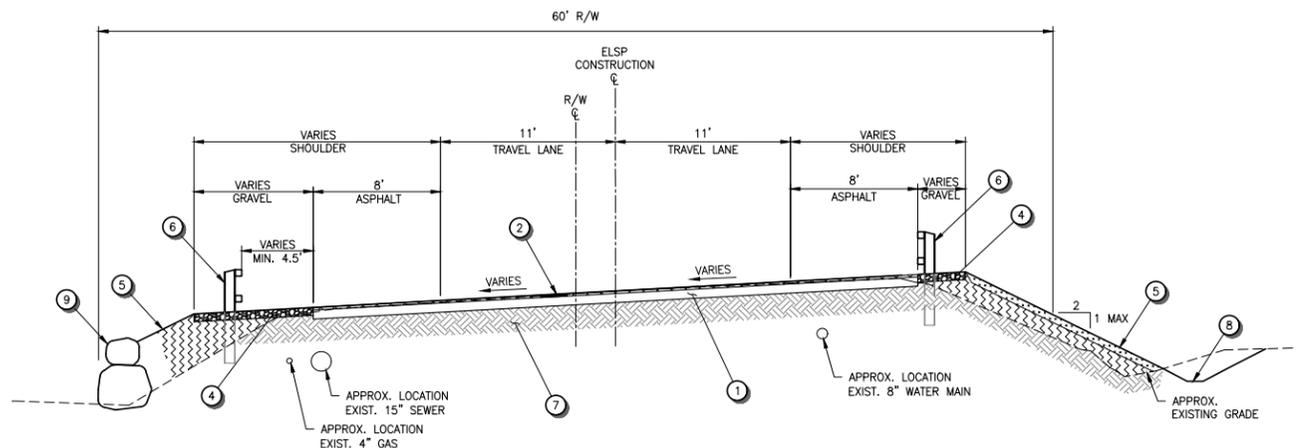
Know what's below.  
Call before you dig.



ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018			ROADWAY PLAN AND PROFILE	RD01	
	1			DESIGNED BY: BS/DC/BD/MM/CEM/EH				SHEET	OF
	2			DRAWN BY: AK				22	34
	3			REVIEWED BY:					
	4								
5									

Plotted: Apr 03, 2018 - 2:52pm evah K:\project\32700\32794\CADD\ACAD\Draw\07\_RD01.dwg Layout Name: RD01

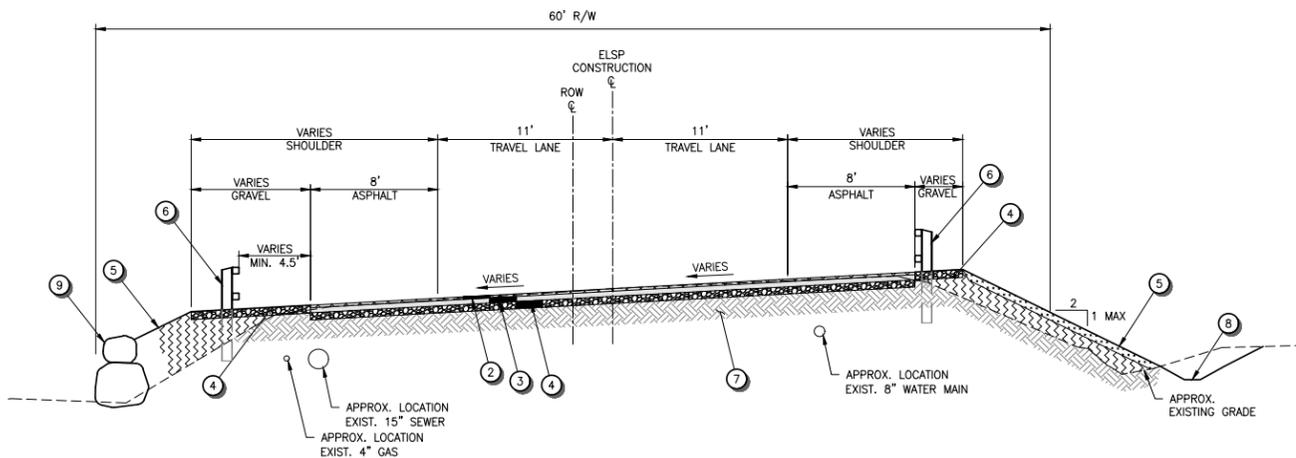
PROJECT MANAGER / ENGINEER



**HMA PAVEMENT OVERLAY SECTION**

NOT TO SCALE

STA. 36+15 TO STA. 36+72  
STA. 37+36 TO STA. 37+90



**FULL DEPTH PAVEMENT SECTION**

NOT TO SCALE

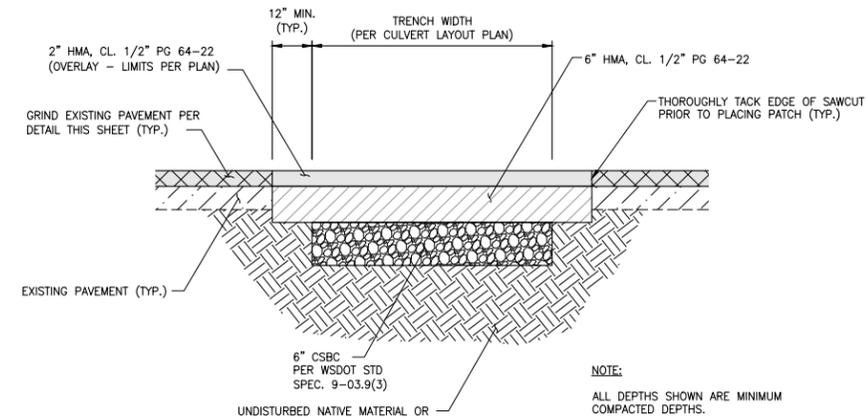
STA. 36+72 TO STA. 37+36  
(STA. 36+90 TO STA. 37+20 SEE  
DWG ST01 FOR CULVERT SECTION)

**PAVEMENT SECTION NOTES**

- 1 EXISTING HMA PAVEMENT.
- 2 2" HMA OVERLAY, CLASS 1/2" PG 64-22.
- 3 6" HMA, CLASS 1/2" PG 64-22.
- 4 6" CRUSHED SURFACING BASE COURSE (CSBC).
- 5 EXISTING GRADE OR PROPOSED FINISHED GRADE. FINISHED GRADE SHALL NOT BE STEEPER THAN 2H:1V UNLESS NOTED OTHERWISE. SEE LANDSCAPE AND PLANTING PLAN FOR SURFACE TREATMENT.
- 6 GUARDRAIL PER DETAILS ON SHEET RD03, LOCATION AND LIMITS PER PLAN.
- 7 COMPACTED SUBGRADE OR UNDISTURBED NATIVE MATERIAL.
- 8 CREEK CHANNEL RELOCATION PER DETAIL THIS SHEET, LOCATION PER PLAN.
- 9 ROCKERY WALL PER DETAIL ON SHEET ST03, LIMITS PER PLAN ON SHEET RD01.

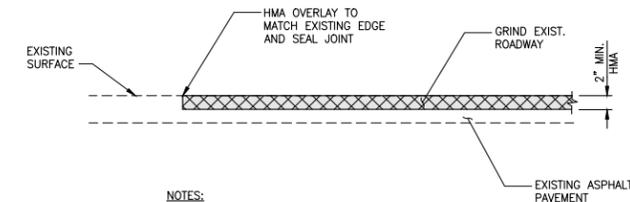


Know what's below.  
Call before you dig.



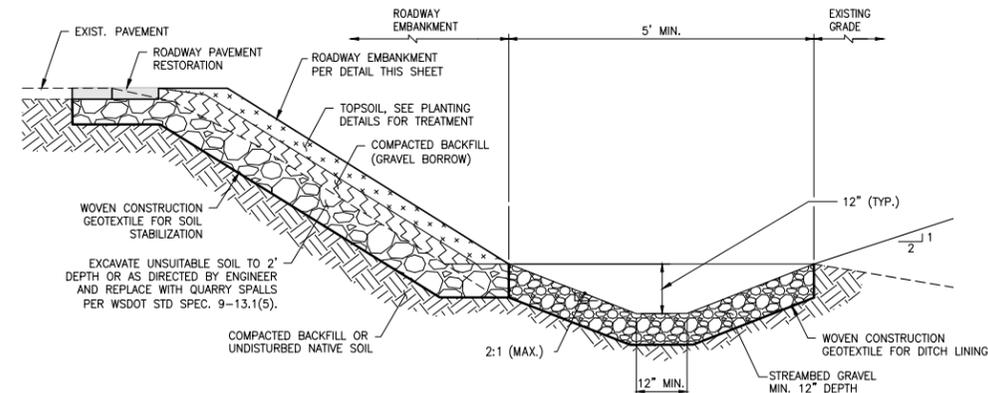
**ROADWAY PAVEMENT RESTORATION**

NOT TO SCALE



**PAVEMENT PLANING AND OVERLAY**

NOT TO SCALE



**RELOCATED ZACKUSE CREEK CHANNEL AND UNSUITABLE EXCAVATION**

NOT TO SCALE

ELSP ROADWAY STA 35+88 (RT) - STA 36+89 (RT)

ZACKUSE CREEK  
FISH PASSAGE AND STREAM  
RESTORATION PROJECT  
SAMMAMISH, WASHINGTON

NO.	REVISIONS	DATE	DATE:
1			02/23/2018
2			DESIGNED BY: BS/DC/BD/MM/CEM/EH
3			DRAWN BY: AK
4			REVIEWED BY:
5			



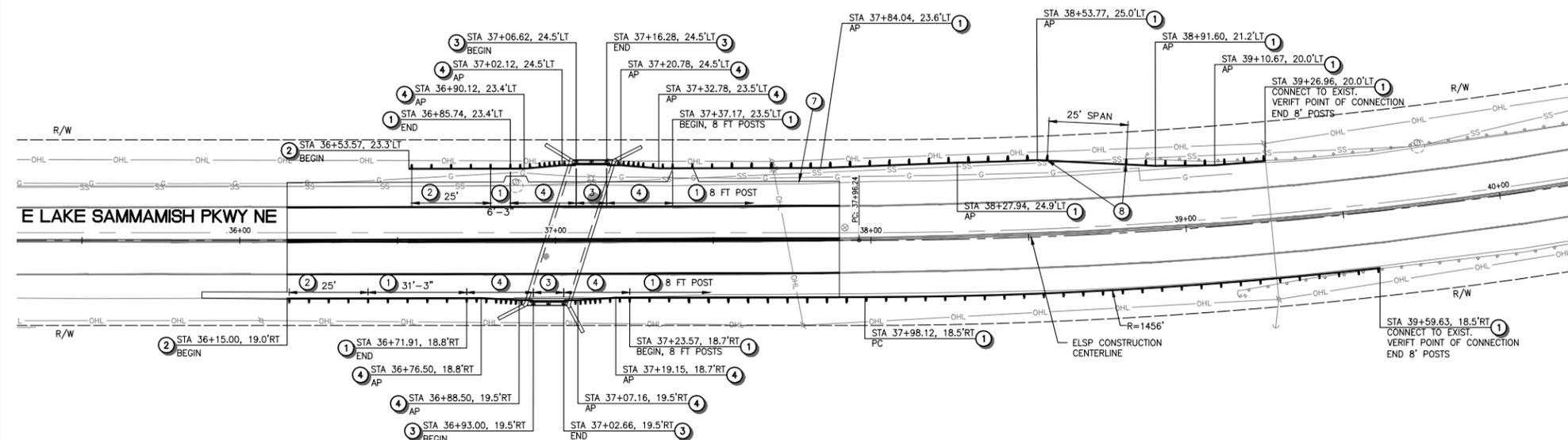
ROADWAY TYPICAL SECTION AND DETAILS

RD02

SHEET OF

23 34

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



**GUARDRAIL PLAN**

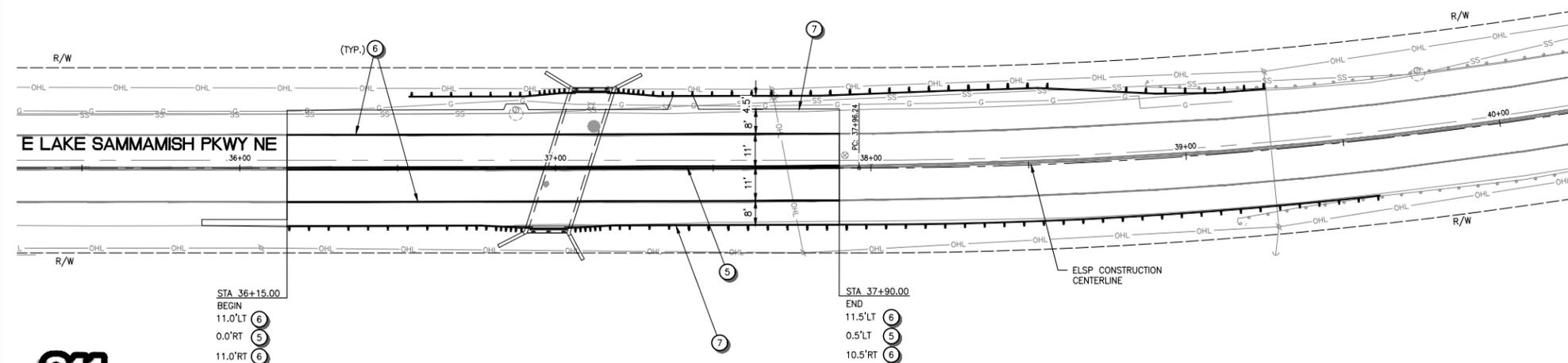
SCALE AS SHOWN

**CONSTRUCTION NOTES**

- 1 INSTALL BEAM GUARDRAIL TYPE 31 PER WSDOT STD PLAN C-20.10-04. 6' GUARDRAIL POSTS UNLESS NOTED OTHERWISE.
- 2 INSTALL BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL MSKT-SP-MGS (TL-2) PER WSDOT STD PLAN C-22.45-03.
- 3 INSTALL WEATHERED STEEL GUARDRAIL PER DETAIL ON SHEET RD04.
- 4 INSTALL WEATHERED STEEL GUARDRAIL TRANSITION PER DETAIL ON SHEET RD05.
- 5 INSTALL PAINTED DOUBLE YELLOW CENTERLINE SUPPLEMENTED WITH TYPE 2YY RPM PER COS STD PLAN FIG. 04-03A.
- 6 INSTALL 8-INCH PAINTED WIDE LINE PER COS STD PLAN FIG. 04-03A.
- 7 PROPOSED EDGE OF NEW PAVEMENT, SEE SHEET RD01 FOR LIMIT AND DETAILS.
- 8 POTHOLE EXISTING UTILITY AND NOTIFY THE ENGINEER IF CONFLICTS EXIST.

**LEGEND**

— 0 — GUARDRAIL

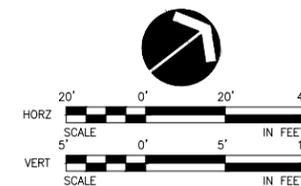


**CHANNELIZATION PLAN**

SCALE AS SHOWN



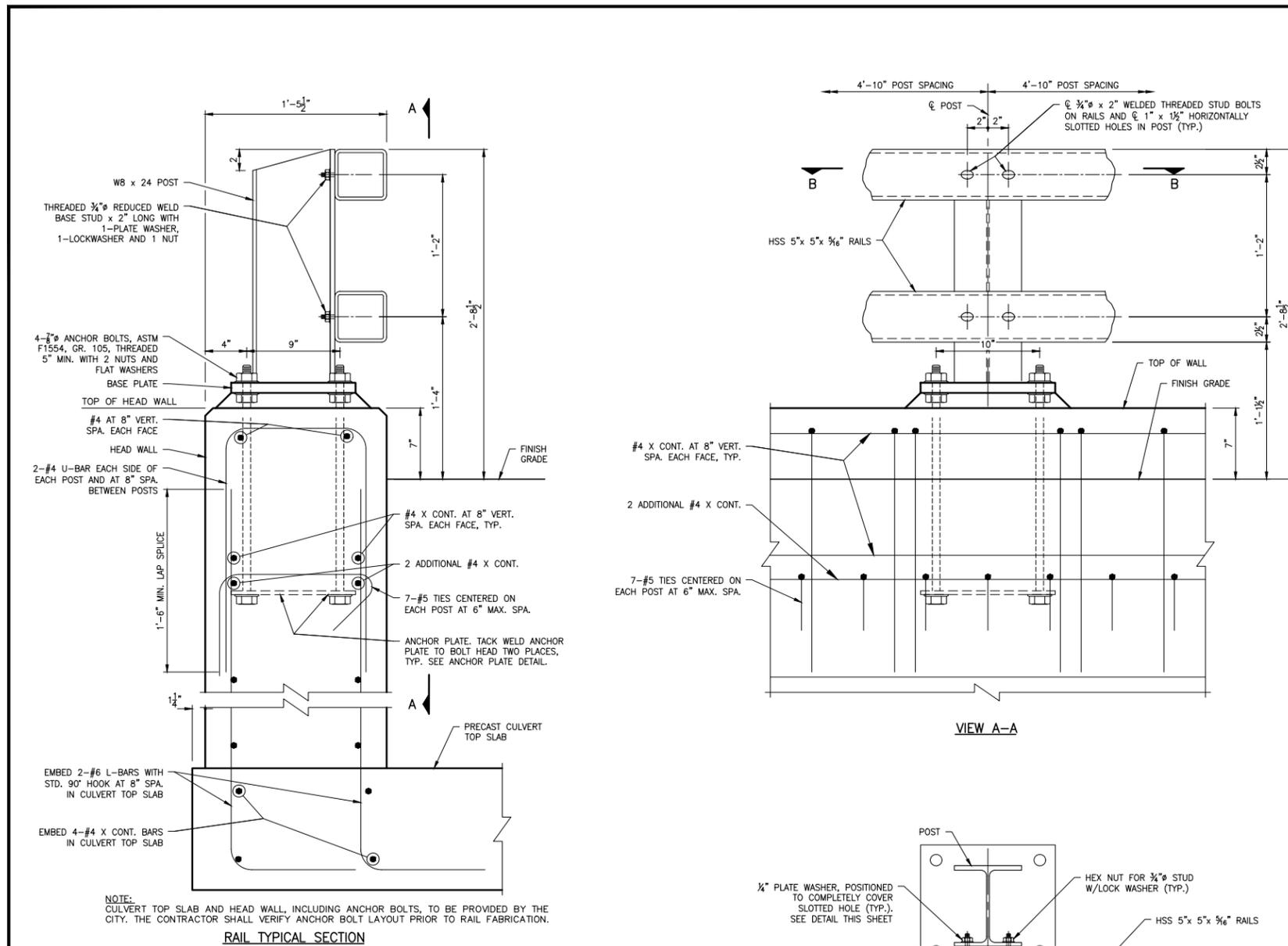
Know what's below.  
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ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018		GUARDRAIL AND CHANNELIZATION PLAN	RD03	
	1			DESIGNED BY: BS/DC/BD/MM/CEM/EH			SHEET	OF
	2			DRAWN BY: AK			24	34
	3			REVIEWED BY:				
	4							
5								

Plotted: Apr 03, 2018 - 1:04pm evah K:\project\32700\32794\CADD\ACAD\Drawg\07\_RD03.dwg Layout Name: RD03

PROJECT MANAGER / ENGINEER

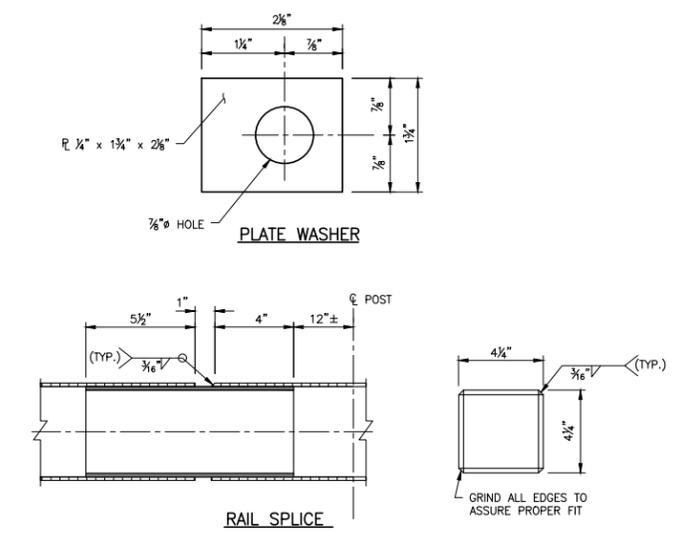


**GENERAL NOTES**

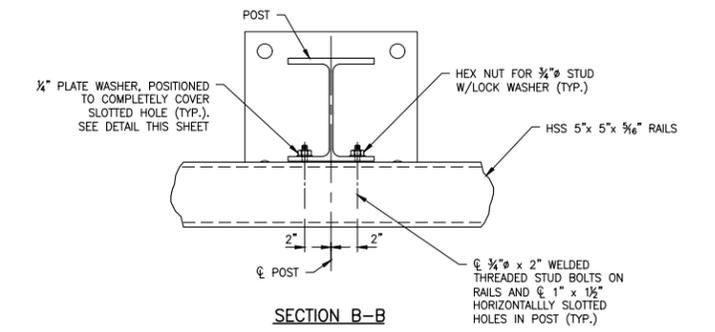
**MATERIALS:**  
 STEEL POSTS, BASE PLATES, PLATE WASHERS AND SPLICE SLEEVE SHALL CONFORM TO AASHTO M183 (ASTM A36). STRUCTURAL TUBING FOR RAILS SHALL CONFORM TO ASTM A500, GRADE B, OR ASTM A501. BOLTS SHALL CONFORM TO ASTM F3125, GRADE A325, TYPE 1. ANCHOR BOLTS SHALL CONFORM TO ASTM F1554, GRADE 105. NUTS SHALL CONFORM TO ASTM A563, GRADE DH OR AASHTO M292, GRADE 2H. WASHERS SHALL CONFORM TO ASTM F436. STEEL AND HARDWARE SHALL BE GALVANIZED AFTER FABRICATION. STRUCTURAL TUBING, POSTS AND BASE PLATES SHALL BE POWDER COATED AFTER GALVANIZING IN CONFORMANCE WITH WSDOT STD. SPECIFICATION 6-07 AND THE SPECIAL PROVISIONS. EXPOSED BOLTS, NUTS AND WASHERS CONNECTING POWDER COATED PIECES SHALL BE FIELD PAINTED AFTER INSTALLATION TO MATCH THE APPROVED POWDER COATING COLOR.

**FABRICATION:**  
 STRUCTURAL STEEL SHALL BE SHOP FABRICATED. SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION. WELDING SHALL CONFORM TO THE ANSI/AASHTO/AWS D1.5, AND SHALL BE BY A CERTIFIED WELDER. WELDING FOR WELDED STUD BOLTS SHALL CONFORM TO ANSI/AASHTO/AWS D1.5, CHAPTER 7.

**ERECTION:**  
 NO FIELD CUTTING OR WELDING IS PERMITTED UNLESS APPROVED BY THE ENGINEER. ALL RAIL POSTS SHALL BE SET VERTICALLY AND THE RAILING ERECTED PARALLEL TO THE ROADWAY PROFILE.



NOTE:  
 1" GAP AT SPLICE. RAIL MAYBE CONTINUOUS OVER A MAXIMUM OF TWO POSTS. NO SPLICE IS ALLOWED IN THE RAIL SPAN OVER THE CULVERT.



**811**  
 Know what's below.  
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**CULVERT RAIL**  
 NOT TO SCALE

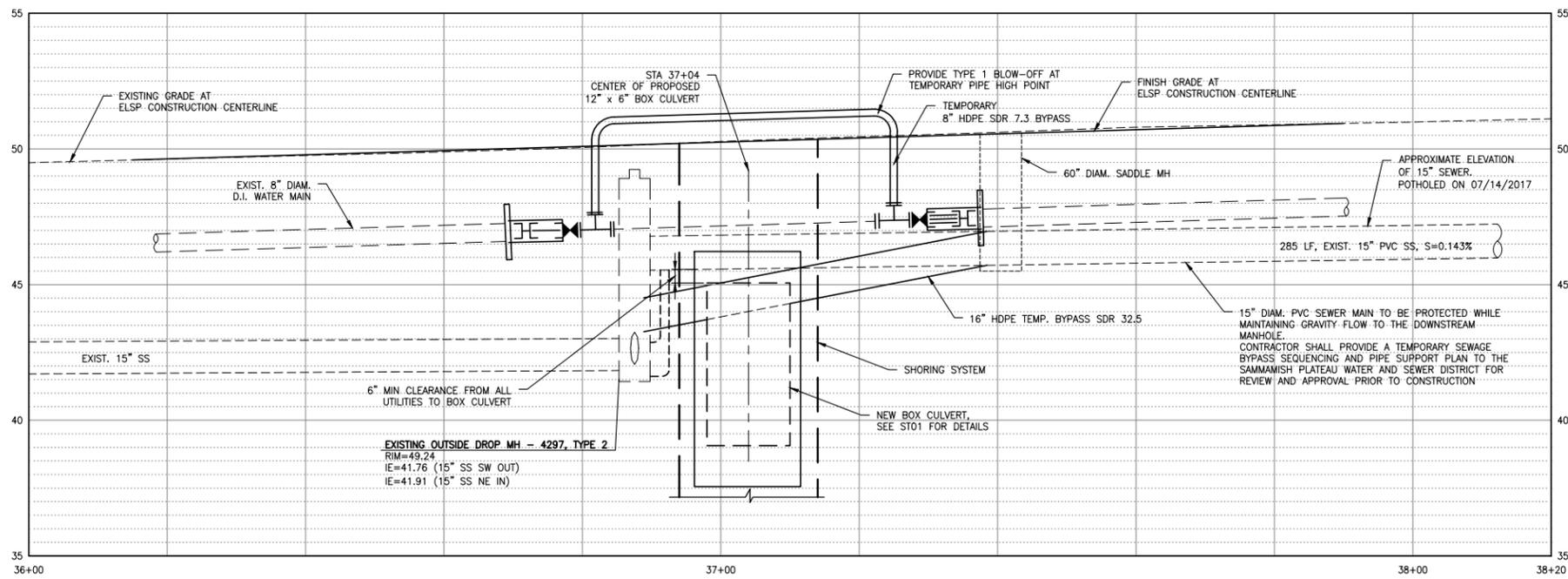
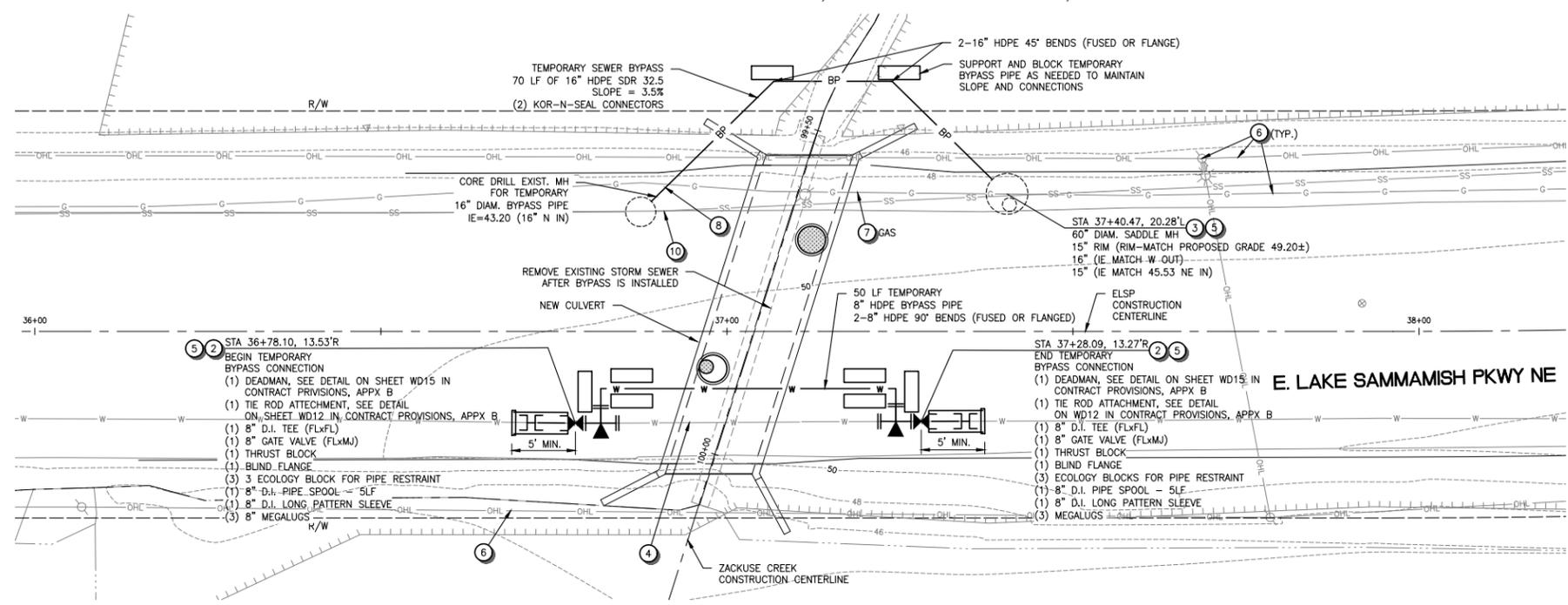
ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018			CULVERT RAIL DETAILS 1 OF 2	RD04	
	1	CULVERT RAIL MATERIAL AND COATING	4/25/2018	DESIGNED BY: BS/DC/BD/MM/CEM/EH				SHEET OF	
	2							25	34
	3								
	4								

Plotted: May 25, 2018 - 11:13am bobdo K:\project\32700\32794\CADD\ACAD\Dwg\07\_RD04-RD05.dwg Layout Name: RD04

PROJECT MANAGER / ENGINEER



A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



UTILITY RELOCATION NOTES

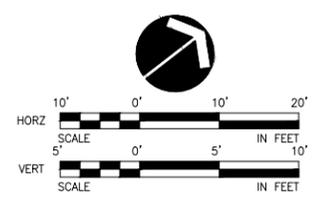
1. INSTALL 8" CLASS 52 DUCTILE IRON WATER MAIN RESTRAINED JOINT PER SAMMAMISH PLATEAU WATER AND SEWER DISTRICT STANDARD PLANS.
2. CONNECT TO EXISTING WATER MAIN. CONTRACTOR SHALL VERIFY FITTING PRIOR TO CONSTRUCTION. COORDINATE WITH SAMMAMISH PLATEAU WATER DISTRICT FOR SHUT DOWN.
3. INSTALL NEW MANHOLE, TYPE AND SIZE AS INDICATED.
4. REMOVE EXISTING 8" WATER MAIN BETWEEN NEW CONNECTIONS. AFTER INSTALLATION, DISINFECTION AND TESTING TEMPORARY BYPASS PIPE.
5. SEE CONTRACT PROVISIONS FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT DETAILS.
6. EXISTING UTILITY TO BE PROTECTED, SHORED AND SUPPORTED DURING CONSTRUCTION.
7. EXISTING UTILITY TO BE RELOCATED BY OTHERS.
8. INSTALL TEMPORARY SEWER BYPASS AS SHOWN.
9. INSTALL PERMANENT SEWER AS SHOWN.
10. CONTRACTOR SHALL SURVEY EXISTING I.E. AT SEWER MAIN INLET TO DROP STRUCTURE AND PROVIDE TO SAMMAMISH PLATEAU WATER DISTRICT PRIOR TO REMOVING 15" PVC.

UTILITY RELOCATION GENERAL NOTES

1. THE CONTRACTOR SHALL PROTECT ALL PRIVATE AND PUBLIC UTILITIES FROM DAMAGE WHEN TRENCHING ACROSS OR BESIDE EXISTING UTILITIES.
2. ALL EXISTING UTILITY CONDITIONS INCLUDING BURIED DEPTH ARE APPROXIMATE.
3. SAMMAMISH PLATEAU IS RESPONSIBLE FOR WATER VALVES OPERATION. THE CONTRACTOR SHALL NOTIFY WATER DISTRICT AND THE CITY 72 HOURS PRIOR TO SCHEDULING A WATER SYSTEM SHUTDOWN.
4. MAINTAIN ALL WATER SERVICES UNTIL NEW MAIN IS ACTIVATED.
5. RELOCATED UTILITIES SHOWN HEREIN ARE ANTICIPATED LOCATION ONLY. UTILITY AGENCIES TO DETERMINE FINAL LOCATION, GRADES, AND TIMING OF CONSTRUCTION WORK. CONTRACTOR SHALL COORDINATE WITH UTILITY AGENCIES AND FIELD VERIFY EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN THESE PLANS AND THE RELOCATED UTILITY.
6. THRUST BLOCKS SHALL BE INSTALLED IN ACCORDANCE WITH SAMMAMISH PLATEAU WATER AND SEWER DISTRICT STANDARD PLANS.
7. PROVIDE MIN. 6" VERTICAL CLEARANCE FROM BOX CULVERT TO SEWER MAIN.
8. PROVIDE MIN 6" VERTICAL CLEARANCE TO BOX CULVERT AND 3' COVER OVER WATER MAIN.

LEGEND

- J WATER LINE JOINT
- w — PROPOSED WATER MAIN
- ▶ THRUST BLOCK
- ⊕ WATER VALVE
- ▭ ECOLOGY BLOCK



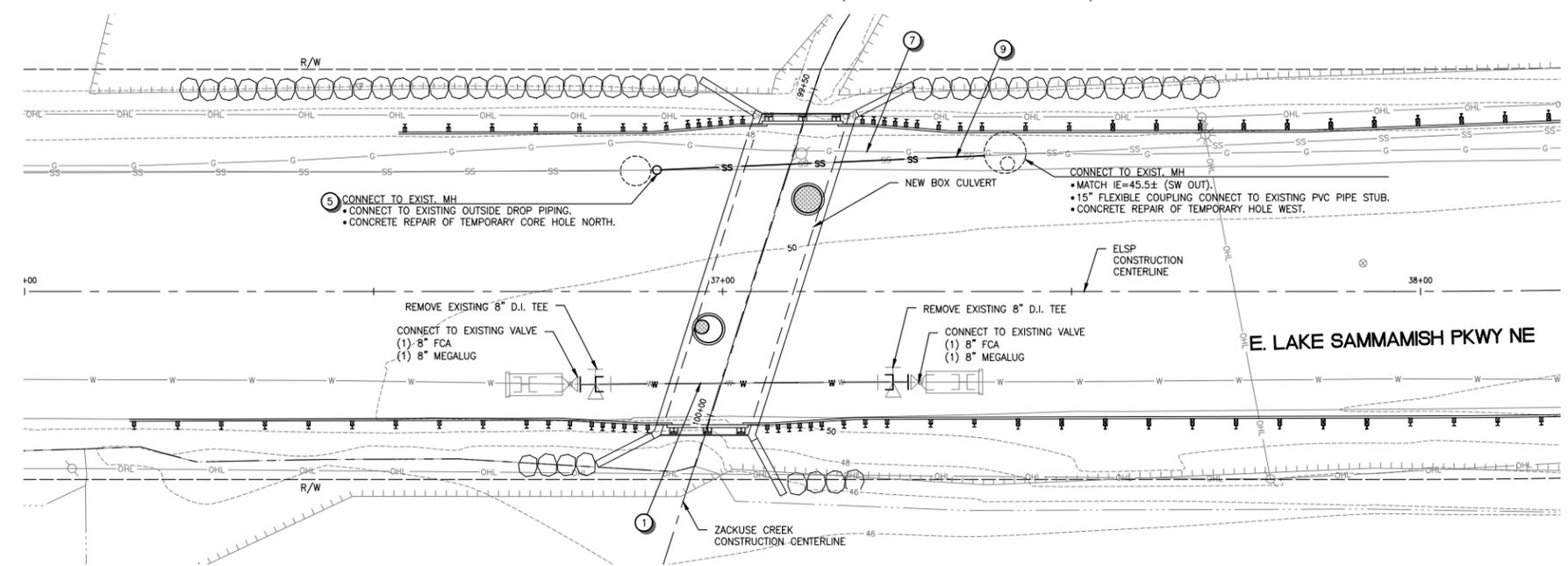
Know what's below.  
Call before you dig.

ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018			UTILITY RELOCATION PLAN AND PROFILE TEMPORARY UTILITY BYPASS	UT01	
	1			DESIGNED BY: BS/DC/BD/MM/CEM/EH				SHEET	OF
	2			DRAWN BY: AK				27	34
	3			REVIEWED BY:					
	4								
	5								

Plotted: Apr 03, 2018 - 1:05pm evah K:\project\32700\32794\CADD\ACAD\Draw\08\_UT01.dwg Layout Name: UT01

PROJECT MANAGER / ENGINEER

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



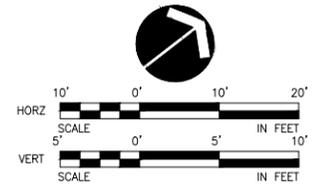
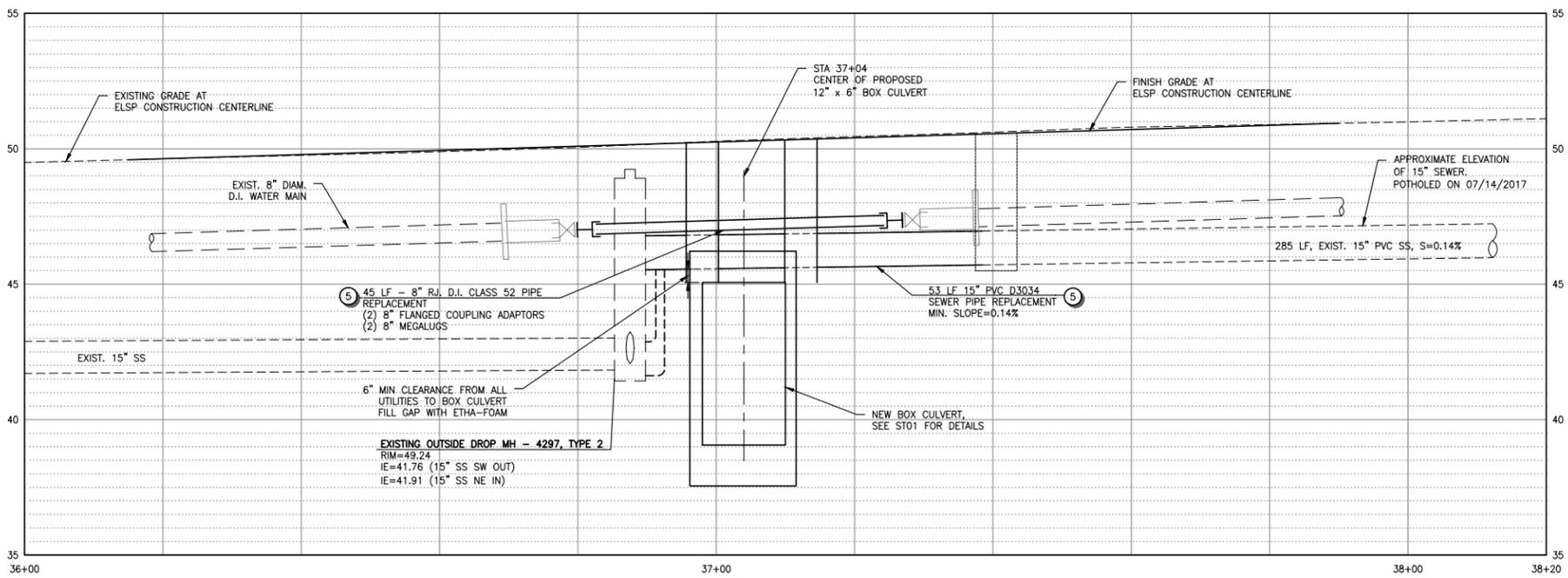
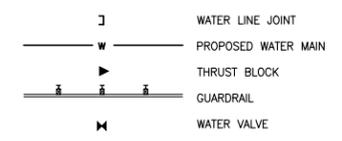
**UTILITY RELOCATION NOTES**

1. INSTALL 8" CLASS 52 DUCTILE IRON WATER MAIN RESTRAINED JOINT PER WSDOT STD PLAN B-55.20-00.
2. CONNECT TO EXISTING WATER MAIN. CONTRACTOR SHALL VERIFY FITTING PRIOR TO CONSTRUCTION. COORDINATE WITH SAMMAMISH PLATEAU WATER DISTRICT FOR SHUT DOWN.
3. INSTALL NEW MANHOLE, TYPE AND SIZE AS INDICATED.
4. REMOVE EXISTING 8" WATER MAIN BETWEEN NEW CONNECTIONS. AFTER INSTALLATION, DISINFECTION AND TESTING TEMPORARY BYPASS PIPE.
5. SEE CONTRACT PROVISIONS FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT DETAILS.
6. EXISTING UTILITY TO BE PROTECTED, SHORED AND SUPPORTED DURING CONSTRUCTION.
7. EXISTING UTILITY TO BE RELOCATED BY OTHERS.
8. INSTALL TEMPORARY SEWER BYPASS AS SHOWN.
9. INSTALL PERMANENT SEWER AS SHOWN.
10. CONTRACTOR SHALL SURVEY EXISTING I.E. AT SEWER MAIN INLET TO DROP STRUCTURE AND PROVIDE TO SAMMAMISH PLATEAU WATER DISTRICT PRIOR TO REMOVING 15" PVC.

**UTILITY RELOCATION GENERAL NOTES**

1. THE CONTRACTOR SHALL PROTECT ALL PRIVATE AND PUBLIC UTILITIES FROM DAMAGE WHEN TRENCHING ACROSS OR BESIDE EXISTING UTILITIES.
2. ALL EXISTING UTILITY CONDITIONS INCLUDING BURIED DEPTH ARE APPROXIMATE.
3. SAMMAMISH PLATEAU IS RESPONSIBLE FOR WATER VALVES OPERATION. THE CONTRACTOR SHALL NOTIFY WATER DISTRICT AND THE CITY 72 HOURS PRIOR TO SCHEDULING A WATER SYSTEM SHUTDOWN.
4. MAINTAIN ALL WATER SERVICES UNTIL NEW MAIN IS ACTIVATED.
5. RELOCATED UTILITIES SHOWN HEREIN ARE ANTICIPATED LOCATION ONLY. UTILITY AGENCIES TO DETERMINE FINAL LOCATION, GRADES, AND TIMING OF CONSTRUCTION WORK. CONTRACTOR SHALL COORDINATE WITH UTILITY AGENCIES AND FIELD VERIFY EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN THESE PLANS AND THE RELOCATED UTILITY.
6. THRUST BLOCKS SHALL BE INSTALLED IN ACCORDANCE WITH WSDOT STD PLANS B-90.40-00 AND B-90.50-00. SEE SHEET UT02.
7. PROVIDE MIN. 6" VERTICAL CLEARANCE FROM BOX CULVERT TO SEWER MAIN.
8. PROVIDE MIN 6" VERTICAL CLEARANCE TO BOX CULVERT AND 3' COVER OVER WATER MAIN.

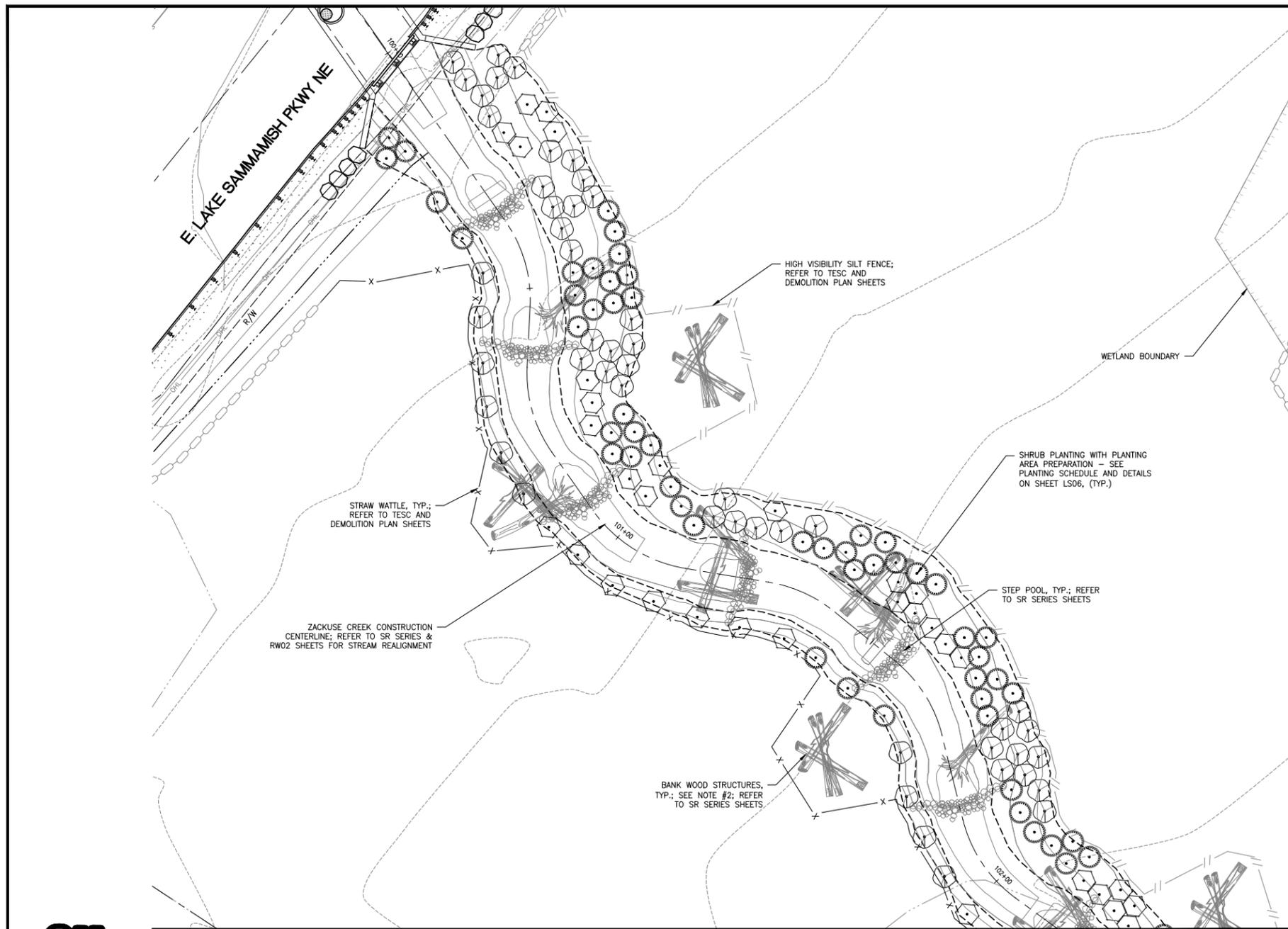
**LEGEND**



<b>ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON</b>	NO.	DATE	DATE:	02/23/2018			<b>UTILITY RELOCATION PLAN AND PROFILE FINAL CONFIGURATION</b>	UT02	
	1	DESIGNED BY:	BS/DC/BD/MM/CEM/EH					SHEET	OF
	2	DRAWN BY:	AK					28	34
	3	REVIEWED BY:							
	4								
5									

Plotted: Apr 03, 2018 - 1:06pm evah K:\project\32700\32794\CADD\ACAD\Drawg\08\_UT02.dwg Layout Name: UT02

PROJECT MANAGER / ENGINEER



**SHRUB UNDERSTORY PLANTING LEGEND**

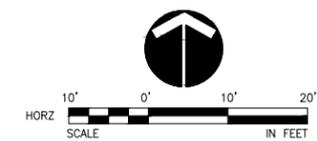
SHRUBS	BOTANICAL NAME / COMMON NAME
	CORNUS SERICEA / RED TWIG DOGWOOD
	LONICERA INVOLUCRATA / TWINBERRY
	PHYSOCARPUS CAPITATUS / PACIFIC NINEBARK
	ROSA PISOCARPA / CLUSTERED WILD ROSE
	RUBUS SPECTABILIS / SALMONBERRY
	SYMPHORICARPOS ALBUS / COMMON SNOWBERRY
	LIMITS OF PLANTING AREA TO RECEIVE PLANTING AREA PREPARATION; REFER TO DETAIL ON SHEET LS06

**GENERAL NOTES:**

1. TREE PLANTING SHOWN SEPARATELY ON SHEETS LS03 AND LS04;
2. MAINTAIN 4 FT. MIN. CLEARANCE FROM WOOD STRUCTURES TO CENTER OF TREES;

- PLANTING WORK TO BE DONE BY OTHERS.
- SITE PREPARATION AND SEEDING INCLUDED IN CONTRACT.

SEE SHEET LS05 FOR ROADWAY EMBANKMENT SEEDING



ZACKUSE CREEK  
FISH PASSAGE AND STREAM  
RESTORATION PROJECT  
SAMMAMISH, WASHINGTON

NO.	REVISIONS	DATE	DATE:
1			02/23/2018
2			DESIGNED BY: CL/DC/BD/MM/CEM/EH
3			DRAWN BY: BS
4			REVIEWED BY:
5			



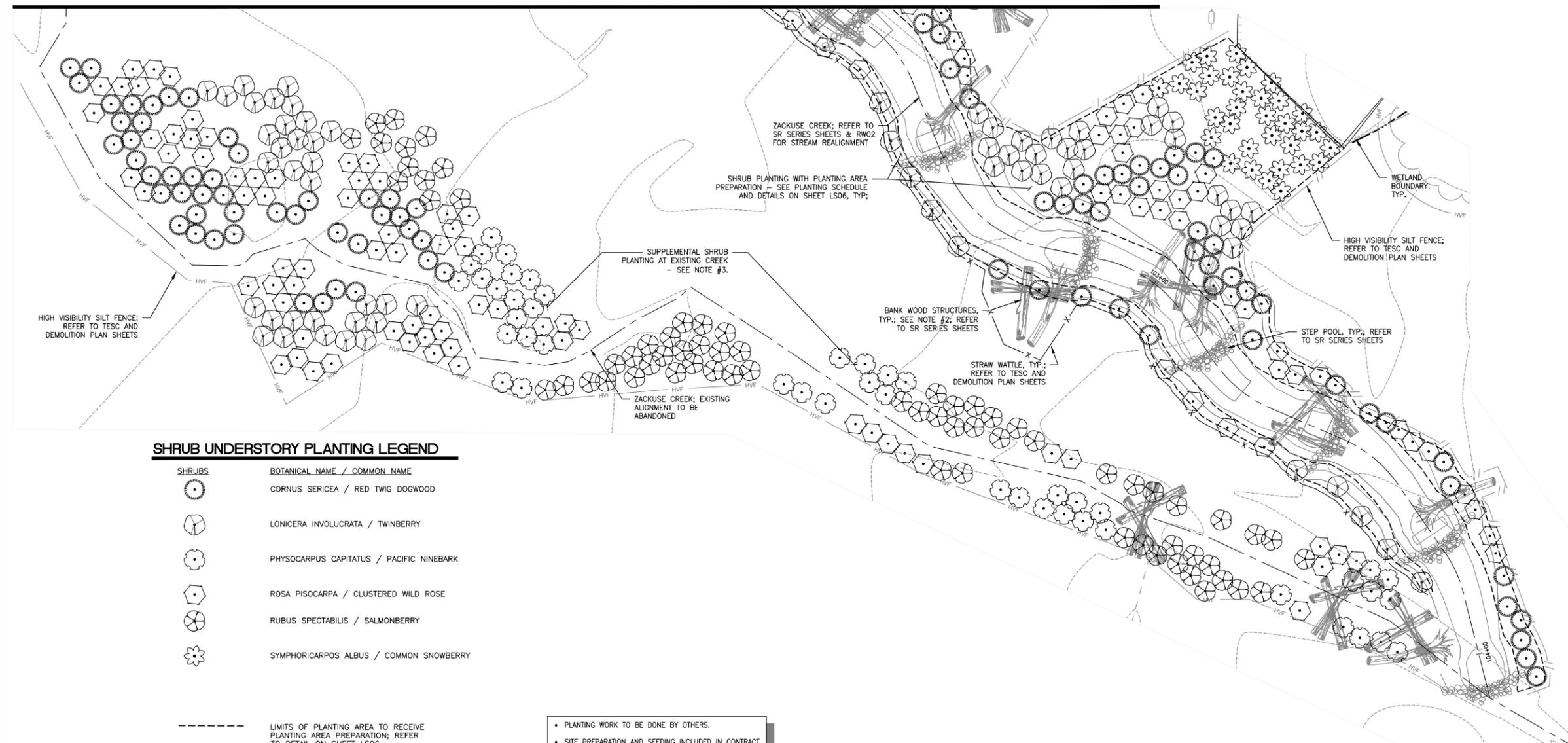
STREAM RESTORATION: SHRUB  
UNDERSTORY PLANTING PLAN  
SHEET 1 OF 2

LS01	
SHEET	OF
29	34

Plotted: Apr 03, 2018 - 12:51pm evah K:\project\32700\32794\CADD\ACAD\Dwg\09\_LS01.dwg Layout Name: LS01

PROJECT MANAGER / ENGINEER

MATCHLINE SEE SHEET LS01



**SHRUB UNDERSTORY PLANTING LEGEND**

SHRUBS	BOTANICAL NAME / COMMON NAME
	CORNUS SERICEA / RED TWIG DOGWOOD
	LONICERA INVOLUCRATA / TWINBERRY
	PHYSOCARPUS CAPITATUS / PACIFIC NINEBARK
	ROSA PISOCARPA / CLUSTERED WILD ROSE
	RUBUS SPECTABILIS / SALMONBERRY
	SYMPHORICARPOS ALBUS / COMMON SNOWBERRY

----- LIMITS OF PLANTING AREA TO RECEIVE PLANTING AREA PREPARATION; REFER TO DETAIL ON SHEET LS06

- PLANTING WORK TO BE DONE BY OTHERS.
- SITE PREPARATION AND SEEDING INCLUDED IN CONTRACT.

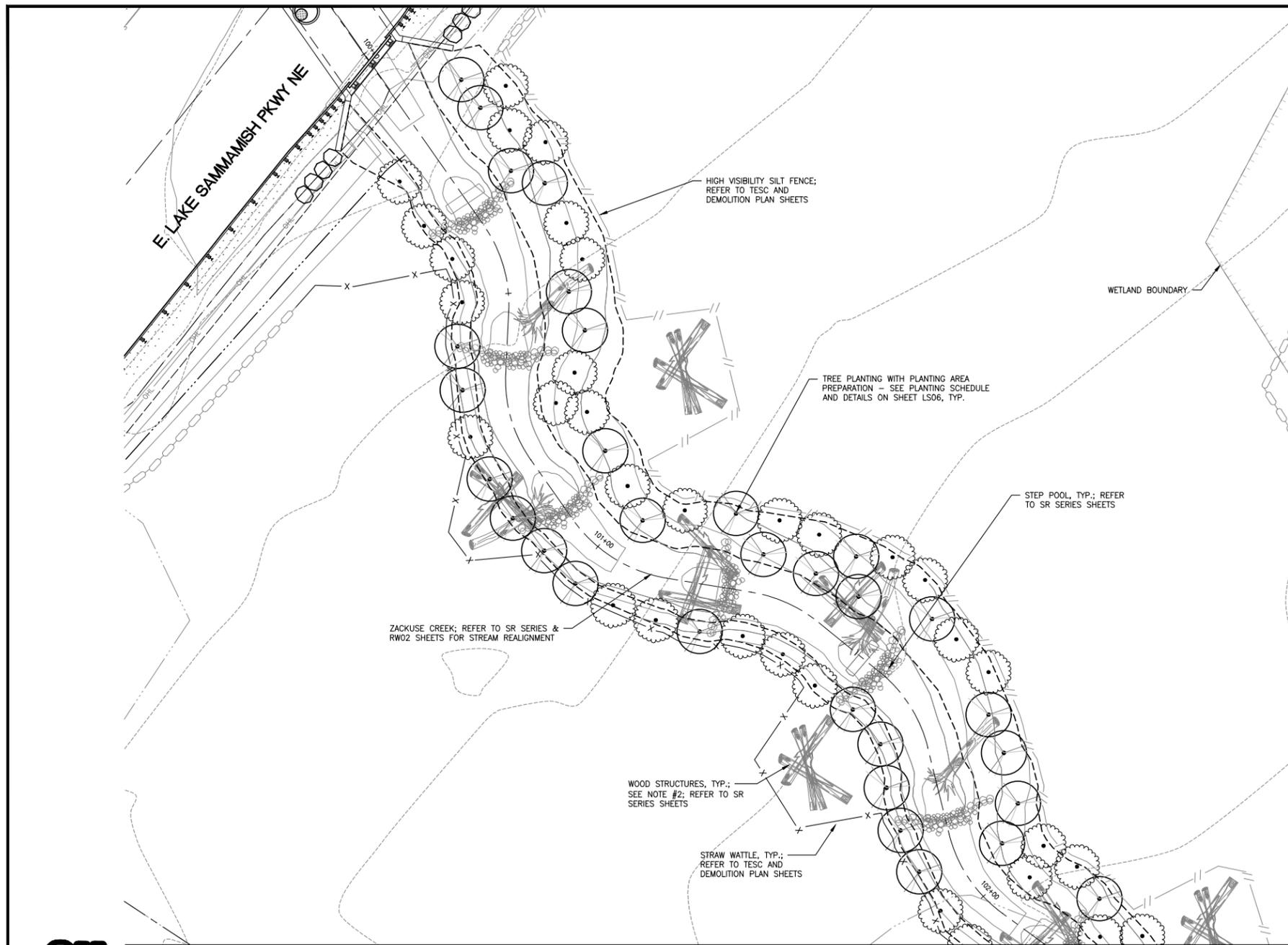
**GENERAL NOTES:**

1. TREE PLANTING SHOWN SEPARATELY ON SHEETS LS03 AND LS04;
2. MAINTAIN 4 FT. MIN. CLEARANCE FROM WOOD STRUCTURES TO CENTER OF TREES;
3. DO NOT CLEAR AND GRUB PLANTING AREAS ADJACENT TO EXISTING CREEK. CLEAR ONLY INVASIVE SPECIES. SUPPLEMENT EXISTING NATIVE PLANTING WITH SHRUBS SHOWN ON THIS PLAN. APPLY ONE INCH DEPTH OF FINE COMPOST OVER EXISTING SOIL.



ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018		STREAM RESTORATION: SHRUB UNDERSTORY PLANTING PLAN SHEET 2 OF 2	LS02
	1			DESIGNED BY: CL/DC/BD/MM/CEM/EH			SHEET OF
	2					30	34
	3				DRAWN BY: BS		
	4				REVIEWED BY:		

Plotted: Apr 03, 2018 - 12:52pm evah K:\project\32700\32794\CADD\ACAD\Dwg\09\_LS01.dwg Layout Name: LS02 PROJECT MANAGER / ENGINEER



**TREE PLANTING LEGEND**

TREES	BOTANICAL NAME / COMMON NAME
	MALUS FUSCA / WESTERN CRABAPPLE
	PICEA SITCHENSIS / SITKA SPRUCE
	POPULUS BALSAMIFERA SSP. TRICHOCARPA / BLACK COTTONWOOD
	SALIX HOOKERIANA / HOOKER'S WILLOW
	SALIX LASIANDRA / PACIFIC WILLOW
	THUJA PLICATA / WESTERN RED-CEDAR

**GENERAL NOTES:**

- SHRUB UNDERSTORY PLANTING SHOWN SEPARATELY ON SHEETS LS01 AND LS02;
- MAINTAIN 4 FT. MIN. CLEARANCE FROM WOOD STRUCTURES TO CENTER OF PLANTS;

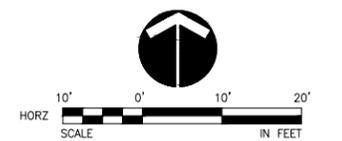
- PLANTING WORK TO BE DONE BY OTHERS.
- SITE PREPARATION AND SEEDING INCLUDED IN CONTRACT.

SEE SHEET LS05 FOR ROADWAY EMBANKMENT SEEDING



Know what's below. Call before you dig.

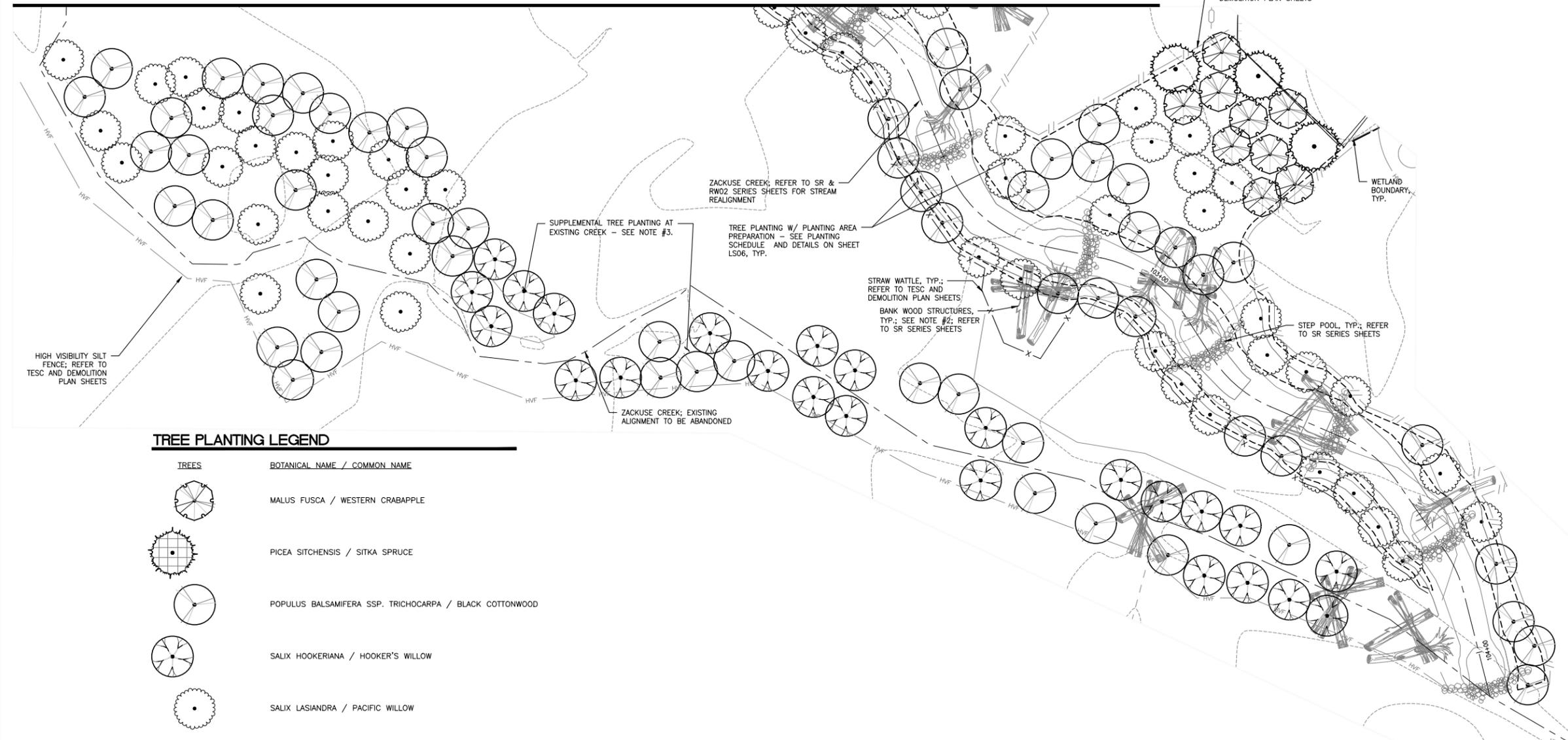
MATCHLINE SEE SHEET LS04



ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON	NO.	REVISIONS	DATE	DATE: 02/23/2018		STREAM RESTORATION: TREE PLANTING PLAN SHEET 1 OF 2	LS03	
	1			DESIGNED BY: CL/DC/BD/MM/CEM/EH			SHEET	OF
	2				DRAWN BY: BS	31	34	
	3				REVIEWED BY:			
	4							
5								

Plotted: Apr 03, 2018 - 12:52pm evah K:\project\32700\32794\CADD\ACAD\Dwg\09\_LS01.dwg Layout Name: LS03 PROJECT MANAGER / ENGINEER

MATCHLINE SEE SHEET LS03



**TREE PLANTING LEGEND**

TREES	BOTANICAL NAME / COMMON NAME
	MALUS FUSCA / WESTERN CRABAPPLE
	PICEA SITCHENSIS / SITKA SPRUCE
	POPULUS BALSAMIFERA SSP. TRICHOCARPA / BLACK COTTONWOOD
	SALIX HOOKERIANA / HOOKER'S WILLOW
	SALIX LASIANDRA / PACIFIC WILLOW
	THUJA PLICATA / WESTERN RED-CEDAR
	LIMITS OF PLANTING AREA TO RECEIVE PLANTING AREA PREPARATION; REFER TO DETAIL ON SHEET LS06

**GENERAL NOTES:**

1. TREE PLANTING SHOWN SEPARATELY ON SHEETS LS03 AND LS04;
2. MAINTAIN 4 FT. MIN. CLEARANCE FROM WOOD STRUCTURES TO CENTER OF TREES;
3. DO NOT CLEAR AND GRUB PLANTING AREAS ADJACENT TO EXISTING CREEK. CLEAR ONLY INVASIVE SPECIES. SUPPLEMENT EXISTING NATIVE PLANTING WITH TREES SHOWN ON THIS PLAN. APPLY ONE INCH DEPTH OF FINE COMPOST OVER EXISTING SOIL.

- PLANTING WORK TO BE DONE BY OTHERS.
- SITE PREPARATION AND SEEDING INCLUDED IN CONTRACT.



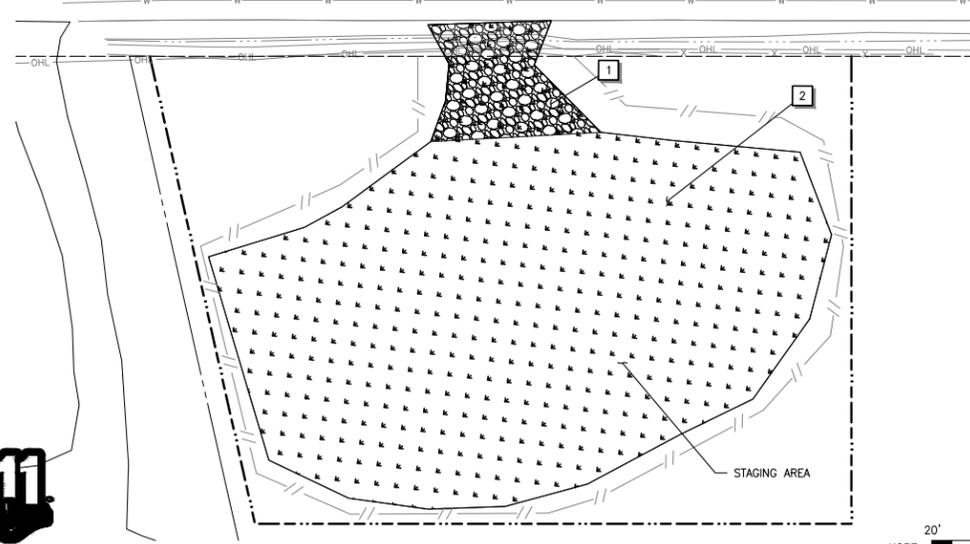
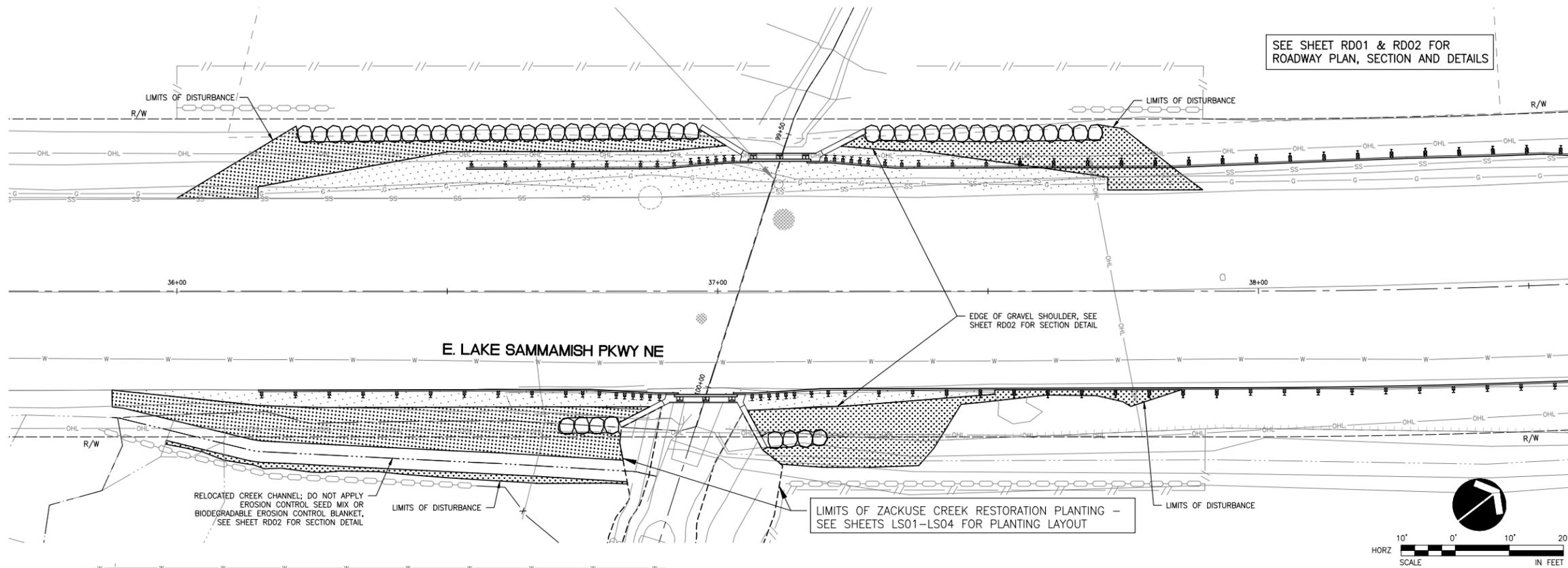
Know what's below.  
Call before you dig.



<b>ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON</b>	NO.	REVISIONS	DATE	DATE: 02/23/2018			<b>STREAM RESTORATION: TREE PLANTING PLAN SHEET 2 OF 2</b>	LS04
	1			DESIGNED BY: CL/DC/BD/MM/CEM/EH				SHEET
	2				DRAWN BY: BS			
	3				REVIEWED BY:			
	4							32
5							34	

Plotted: Apr 03, 2018 - 12:52pm evah K:\project\32700\32794\CADD\ACAD\Dwg\09\_LS01.dwg Layout Name: LS04

PROJECT MANAGER / ENGINEER



**CONSTRUCTION NOTES**

- 1 REMOVE STABILIZED CONSTRUCTION ENTRANCE
- 2 DECOMPACT (RIP) 2 DIRECTIONS; APPLY 4" TOPSOIL TYPE A; HYDROSEED WITH EROSION CONTROL SEED MIX

**LEGEND**

- APPLY EROSION CONTROL SEED MIX & BIODEGRADABLE EROSION CONTROL BLANKET WITHIN AREAS OF DISTURBANCE AT ROADWAY EMBANKMENT AS SHOWN - SEE SHEET LS06 FOR SCHEDULE & DETAIL
- RESTORED STAGING AREA
- REMOVED STABILIZED CONSTRUCTION ENTRANCE
- TEMPORARY EASEMENT LIMITS
- STAGING AREA LIMITS



ZACKUSE CREEK  
FISH PASSAGE AND STREAM  
RESTORATION PROJECT  
SAMMAMISH, WASHINGTON

NO.	REVISIONS	DATE	DATE:
1			02/23/2018
2			DESIGNED BY: CL/DC/BD/MM/CEM/EH
3			DRAWN BY: BS
4			REVIEWED BY:
5			



ROADWAY EMBANKMENT & STAGING AREA  
RESTORATION PLANS

LS05	
SHEET	OF
33	34

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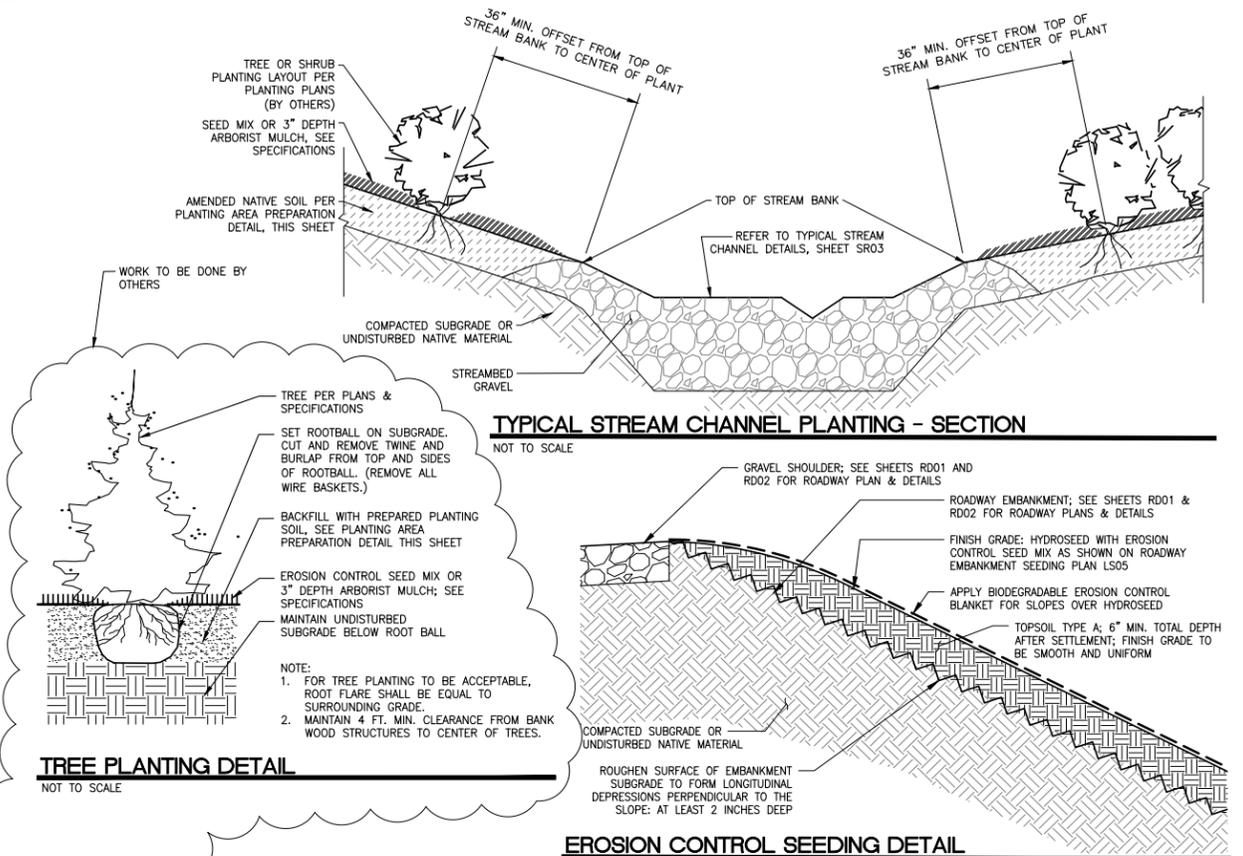
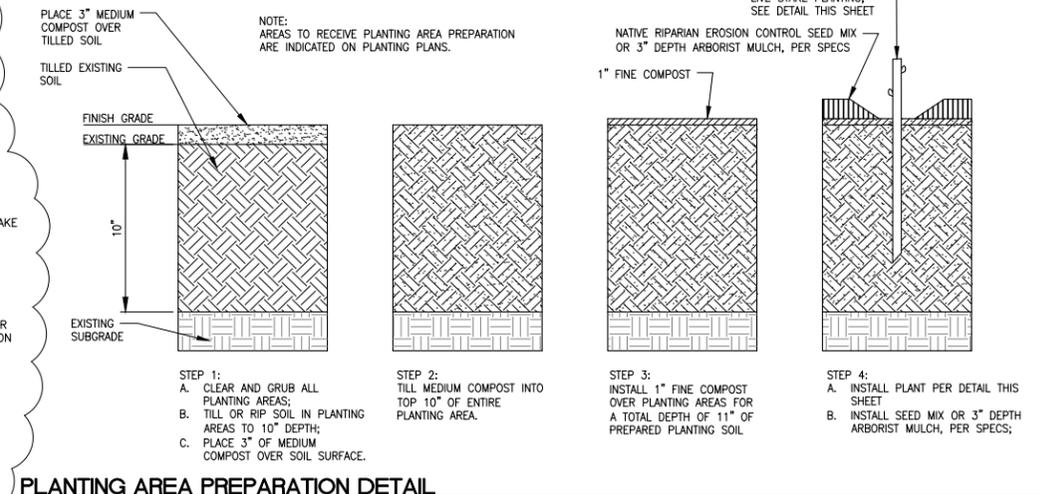
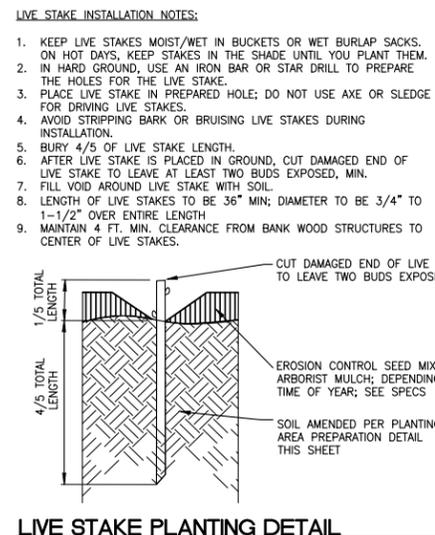
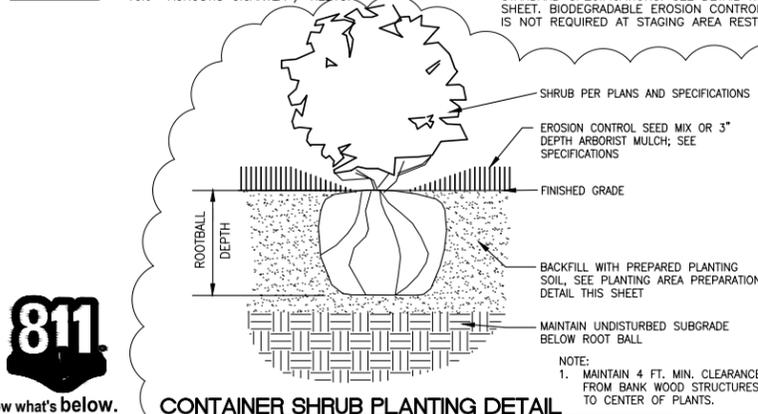
PROJECT MANAGER / ENGINEER

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	QTY	REMARKS	
	MALUS FUSCA / WESTERN CRABAPPLE	2 GAL.	9		
	PICEA SITCHENSIS / SITKA SPRUCE	5 GAL.	4	15' O.C. MIN.	
	POPULUS BALSAMIFERA SSP. TRICHOCARPA / BLACK COTTONWOOD	1 GAL.	91	LIVE STAKES ARE ACCEPTABLE IF PLANTING OCCURS BETWEEN THE MONTHS OF DEC AND FEB	
	SALIX HOOKERIANA / HOOKER'S WILLOW	1 GAL.	24	LIVE STAKES ARE ACCEPTABLE IF PLANTING OCCURS BETWEEN THE MONTHS OF DEC AND FEB	
	SALIX LASIANDRA / PACIFIC WILLOW	1 GAL.	81	LIVE STAKES ARE ACCEPTABLE IF PLANTING OCCURS BETWEEN THE MONTHS OF DEC AND FEB	
	THUJA PLICATA / WESTERN RED-CEDAR	5 GAL.	7	15' O.C. MIN.	
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY	REMARKS
	CORNUS SERICEA / RED TWIG DOGWOOD	1 GAL.	48" o.c.	145	LIVE STAKES ARE ACCEPTABLE IF PLANTING OCCURS BETWEEN THE MONTHS OF DEC AND FEB
	LONICERA INVOLUCRATA / TWINBERRY	1 GAL.	48" o.c.	117	LIVE STAKES ARE ACCEPTABLE IF PLANTING OCCURS BETWEEN THE MONTHS OF DEC AND FEB
	PHYSOCARPUS CAPITATUS / PACIFIC NINEBARK	1 GAL.	48" o.c.	46	LIVE STAKES ARE ACCEPTABLE IF PLANTING OCCURS BETWEEN THE MONTHS OF DEC AND FEB
	ROSA PISOCARPA / CLUSTERED WILD ROSE	1 GAL.	48" o.c.	144	
	RUBUS SPECTABILIS / SALMONBERRY	1 GAL.	48" o.c.	69	LIVE STAKES ARE ACCEPTABLE IF PLANTING OCCURS BETWEEN THE MONTHS OF DEC AND FEB
	SYMPHORICARPOS ALBUS / COMMON SNOWBERRY	1 GAL.	48" o.c.	33	

**EROSION CONTROL SEED MIX AT ROADWAY EMBANKMENT (TOTAL AREA: 1,550 S.Y.)**

%	BOTANICAL NAME / COMMON NAME	REMARKS
30%	ELYMUS GLAUCUS / BLUE WILDRYE	ALL EROSION CONTROL SEEDING AT ROADWAY EMBANKMENT TO BE COVERED IN BIODEGRADABLE EROSION CONTROL BLANKETS PER WSDOT STANDARD SPECIFICATIONS. SEE DETAIL THIS SHEET. BIODEGRADABLE EROSION CONTROL FABRIC IS NOT REQUIRED AT STAGING AREA RESTORATION.
30%	DESCHAMPSIA CESPITOSA / TUFTED HAIRGRASS	
30%	FESTUCA RUBRA / NATIVE RED FESCUE	
10%	AGROSTIS GIGANTEA / REDTOP	



811  
Know what's below.  
Call before you dig.

NO.	REVISIONS	DATE	DATE:
1			02/23/2018
2			DESIGNED BY: CL/DC/BD/MM/CEM/EH
3			DRAWN BY: BS
4			REVIEWED BY:
5			

ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON

City of Sammamish  
PLANTING DETAILS

LS06  
SHEET 34 OF 34

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Exhibit B

City of Sammamish  
Zackuse Creek Fish Passage Project  
Culvert and Stream Monitoring Plan

Submitted to:  
U.S. Army Corps of Engineers, Seattle Headquarters  
Washington Fish and Wildlife Department

Prepared by for the City of Sammamish by:  
Otak, Inc.  
11241 Willows Road NE Redmond, WA 98052  
Otak Project No. 32794

February 16, 2018

Exhibit B

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## Section 1— Background

### Background

City of Sammamish (City) has contracted with Otak, Inc. (Otak) to carry out the design for the Zackuse Creek Fish Passage project. The project intends to improve fish passage and spawning habitat for native kokanee salmon in Zackuse Creek. As part of the project, three existing concrete culverts imposing partial fish passage blockages will be removed and replaced with fish passable box culverts. Other improvements involve stream restoration of portions of the upstream reaches of Zackuse Creek in order to create enhanced stream channel morphology that is better suited for kokanee spawning and rearing habitat. Upstream restoration involves installation of pool-riffle sequences, appropriate channel meandering, and installation of appropriately-sized spawning gravels and large woody debris. Installation of native plant species in riparian and wetland habitats is also a component of the proposed project.

Zackuse Creek transitions from steep slopes to a lower gradient in a palustrine forested wetland where the channel loses definition. The stream then flows through a culvert under East Lake Sammamish Parkway and two more culverts (East Lake Sammamish Trail and East Lake Sammamish Shore Lane) before discharging into Lake Sammamish. The Washington Department of Fish and Wildlife lists these three culverts as partial fish passage barriers. Zackuse Creek is classified as a Type F stream by the City of Sammamish, and has a 150-foot buffer per SMC Chapter 21A.50.330. Zackuse Creek is classified as a relatively permanent water under the Clean Water Act, and regulated by the US Army Corps of Engineers.

Several sensitive fish species are known or presumed to occur in Zackuse Creek including: sockeye/kokanee salmon (*Oncorhynchus nerka*), coho salmon (*O. kisutch*), and resident cutthroat (*O. clarki*).

The proposed culverts are designed to convey 100-year peak flows and provide fish passage for all life stages. The design of the culverts is based on accepted Washington Department of Fish and Wildlife (WDFW) stream simulation and hydraulic design criteria as outlined in the 2013 *Water Crossing Guidelines* to provide appropriate fish passage. The existing culverts will be replaced with 12-foot wide concrete box culverts. A minimum depth of two feet of streambed gravels will be placed inside the culvert for scour protection. Monitoring will be performed to verify that the culverts do not become a partial or total barrier to fish passage.

In addition to the culvert replacements, a portion of Zackuse Creek will be realigned to provide for improved fish passage, spawning and rearing habitat, and improved in-stream habitat complexity. Monitoring will be performed to verify that the channel functions as designed and does not become a partial or total barrier to fish passage.

Exhibit B

## Section 1— Continued

The purpose of this plan is to document the monitoring procedures to assure that the culverts and the realigned stream reach continue to provide fish passage for all life stages. Monitoring is necessary to identify as-needed repairs, cleaning of the culverts, and/or channel modifications to ensure fish passage functionality.

Monitoring and documenting culvert and channel conditions will be used to create an annual monitoring report. Monitoring reports will be used to assess trends to ensure the culverts and channel remain fish-passable and that stream simulation design parameters were appropriate for the system, and that the culverts and channel are functioning as intended. Annual monitoring results will be documented in reports prepared and submitted to the permitting agencies and interested stakeholders. Adaptive management may be developed depending upon monitoring results and culvert/channel condition and any potential pattern of changes in associated physical stream channel or culvert parameters.

2  
otak

## Section 2— Monitoring Procedures

### Monitoring Procedures

#### *Monitoring Locations and Frequency*

Monitoring is proposed for the three culverts, the restored/realigned stream channel, and the native vegetation installation. The culverts are located under East Lake Sammamish Shore Lane, East Lake Sammamish Trail, and Lake Sammamish Parkway NE. Figures 2A and 2B illustrate anticipated monitoring areas for the project.

The project is scheduled to begin construction in May 2018 and is anticipated to be completed in November 2018. Monitoring will begin in the spring of 2019.

Fish passage barriers that occur at high stream flows may not be observable during low or normal stream flows. Therefore, culverts should be analyzed at both low and high flows to properly assess fish-passage barriers (WDFW 2003). Monitoring will occur twice per year in years 1, 3, and 5 (2019, 2021, 2023) and will occur in the late summer during the dry season (late August or early September) and in spring following the wet season (late March or early April).

Rebar will be installed to mark representative riffle locations outside the influence of the culverts. The location of the rebar can be either upstream or downstream of the culverts depending on which is most representative of the stream reach.

Concurrent with culvert and channel monitoring, vegetative monitoring will be conducted for installed vegetation in the riparian and wetland habitats. Sampling plots and photo points will be established in representative portions of the areas proposed for installation of vegetation.

#### *Culvert Barrier Monitoring Protocol*

Protocol for monitoring will follow the stream simulation culvert guidelines from the Water Crossing Design Guidelines (WDFW 2013). Culvert data collection will include photographs of the inlet and outlet of both culverts and the surrounding banks, qualitative descriptive information and the following physical measurements will be recorded.

1. Culvert span: Culvert span will be measured with a fiberglass tape from the point where the bed meets the culvert wall on one side to a similar point on the other. This measurement is taken at the inlet and outlet of the culvert.

## Section 2— Continued

2. Slope ratio: The water surface slope of the culvert will be compared with the prevailing slope upstream of the culvert. Often the area within a 100 feet or more of a recently replaced culvert will be in transition, adjusting to the new culvert and its hydraulic and sediment transport control. Measurements will be taken sufficiently upstream of the culverts and the realigned channel reach to effectively measure this parameter for purposes of monitoring.
2. Bed material: Bed material data will be collected using the Wolman pebble count methodology (Wolman 1954) upstream and downstream of the culverts.
4. Countersink: The stream simulation criterion for countersink at the culvert inlet and outlet is greater than 30% and less than 50% of culvert rise. This is determined by subtracting the nominal culvert rise divided by measured bed-to-crown distance from 1.
5. Cross section: Determine an upstream reach of the stream outside of the influence of the culverts and the realigned stream channel. Install rebar (either bank) at this location for future measurements. Measure the bankful depth. Per WDFW *Water Crossing Design Guidelines* (2013), measure the difference between the minimum and maximum elevation in several culvert cross sections—for this monitoring plan, two cross sections per culvert. Compare the bankful depth at the location outside the influence of the culverts and realigned stream channel to the difference between the minimum and maximum depth in the culverts and to the bankful width of the realigned stream channel.

### *Realigned Stream Channel Monitoring Protocol*

Protocol for monitoring the realigned stream channel for Zakcuse Creek will involve the following elements.

1. Hydraulic breaks: During low flow conditions (late summer) measure differences in water surface elevations associated with the culverts and along the realigned stream channel. Measurements will be conducted at culvert upstream and downstream inverts, and at each proposed boulder band.
2. Large wood: Installed and recruited large wood (>2 meters in length, >15 cm in diameter) will be counted along the realigned stream channel.

Exhibit B

## Section 2— Continued

3. Bed material: Bed material data will be collected using the Wolman pebble count methodology (Wolman 1954) at two points within the realigned stream channel. Install rebar at the two locations for future measurements.

### *Performance Standards and Thresholds*

Culvert span: The culvert bed width should be equal to or greater than  $1.2W_{ch} + 2ft$ , unless the culvert is located in an unconfined channel and the width has been increased to accommodate overbank flow.

Slope ratio: The culvert bed slope should be less than 1.25 times average upstream channel slope.

Bed material: The median particle size in the culverts and realigned stream channel reach should be within 18% of median particle size in the natural stream.

Countersink: The stream simulation criterion for countersink at the culvert inlet and outlet is greater than 30% and less than 50% of culvert rise.

Cross section: Culverts will have a maximum depth of no less than 50% of the bankfull depth.

Hydraulic Breaks: Hydraulic breaks associated with the culverts and with the realigned stream channel reach will be no greater than 0.5 foot.

Large wood: Large wood, installed or recruited, will constitute 90% or more of the number of pieces indicated in the approved design drawings in the realigned stream channel reach.

Vegetation: Performance standards for riparian and wetland vegetation will consist of:

- Year 1: 100% survival of all installed vegetation; <30% cover of non-native invasive vegetative species;
- Year 3: 80% survival of installed tree species; 30% aerial coverage of native woody species, to include native volunteer species; <20% cover of non-native invasive vegetative species;

5  
otak

Exhibit B

Section 2—  
Continued

- Year 5: 80% survival of installed tree species; 75% aerial coverage of native woody species, to include native volunteer species; <20% cover of non-native invasive vegetative species.

6  
otak

## Section 3—Reporting

### Reporting

Monitoring data should be recorded and documented in a spring memo and a fall annual report. The annual report should be prepared during the fall for five years following the year of construction and will include the spring memo as well as the additional monitoring data collected during the year for reporting to regulatory agencies. The following information should be documented in each of the spring memos and the fall annual report:

- The date the monitoring was performed.
- Culvert span compared to active channel width measured at representative riffle location.
- Slope ratio.
- Bed material size results.
- Counter sink results.
- Cross section results and comparison.
- Measurement of water surface drop.
- A field sketch documenting the location of any bank erosion or significant deposition and locations of any other notable conditions of the channel.
- Inspection for any potential fish passage barriers (debris, culvert failure, hydraulic drops greater than 0.5 foot, etc.).
- Riparian and wetland vegetation assessment
- Qualitative description of notable site features

The annual monitoring report should evaluate the monitoring data collected and provide a summary of the project effectiveness in ensuring fish passage. The annual reports will be submitted to the permitting agencies and interested stakeholders for comment by December 30 of each monitoring year.

## Section 4— Conclusions

### Conclusions

The project is designed to improve fish passage for kokanee salmon, provide spawning and rearing habitat, and improve instream habitat complexity. The successful monitoring of the three culverts and the realigned stream channel reach will allow for an evaluation of the stability of the channel and culverts, assess potential aggradation of excess sediment and ultimately provide fish passage for kokanee salmon at all life stages within Zackuse Creek. Monitoring of installed and recruited vegetation will allow for an evaluation of nearby habitat that interacts with and influences in-stream and kokanee salmon habitat. The monitoring protocols established with this document are meant to help guide the management options that will be available to the City after construction of the culverts and the realigned channel.

Monitoring and documenting the changes to the stream with these protocols will provide the City with precise data—gravel composition, channel geometry, channel slope, riparian/wetland habitat—to implement appropriate adaptive management strategies if concerns/needs arise.

Exhibit B

## Section 5—References

### REFERENCES

Washington State Department of Fish and Wildlife. 2003. Design of Road Culverts for Fish Passage.

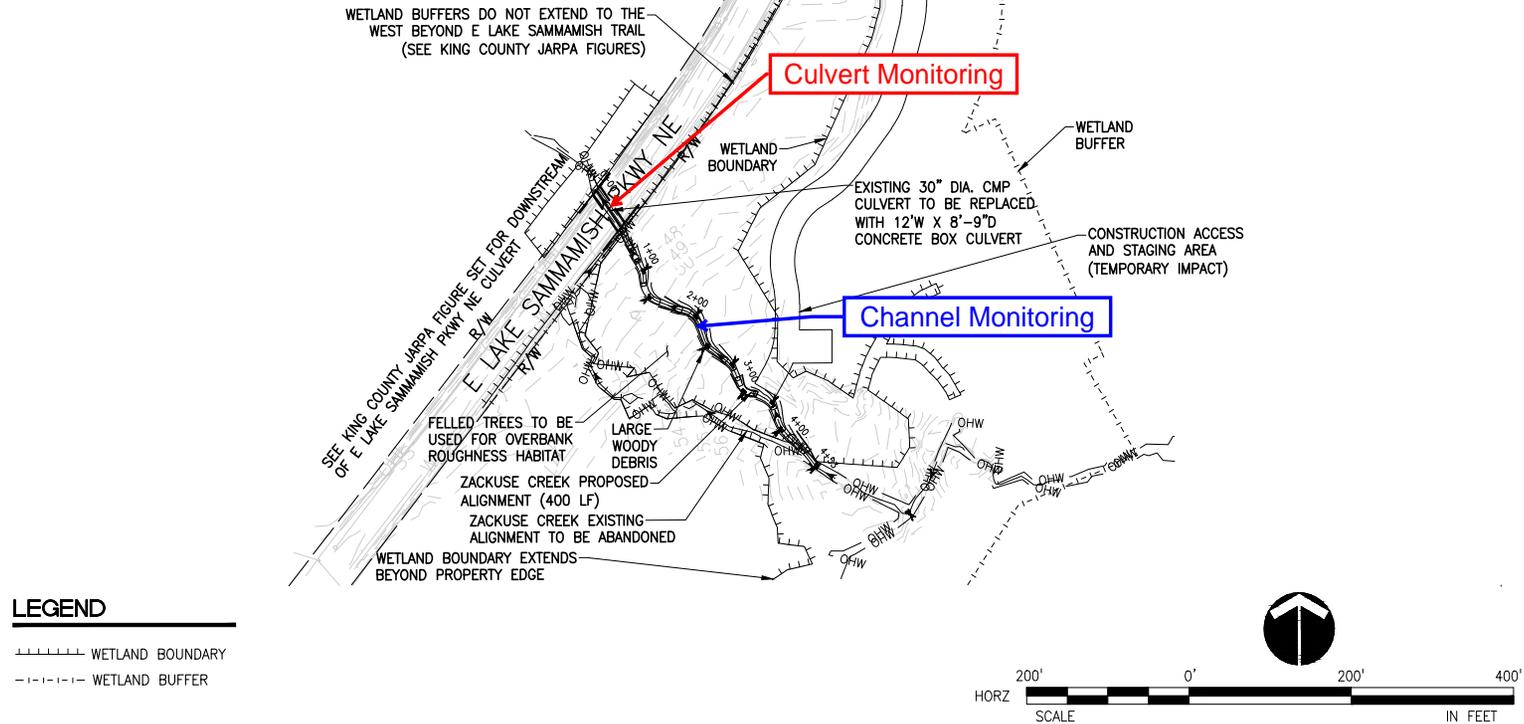
Washington State Department of Fish and Wildlife. 2013. Water Crossing Design Guidelines.

Wolman, M.G. 1954. A Method of Sampling Coarse River-bed Material. Transactions, American Geophysical Union 35(6):951-956.



**A**

## Figure 2A Culvert and Channel Monitoring Locations



APPLICANT: CITY OF SAMMAMISH

PURPOSE: ENVIRONMENTAL ENHANCEMENT

PROPOSED PROJECT: ZACKUSE CREEK FISH PASSAGE PROJECT

REFERENCE #:

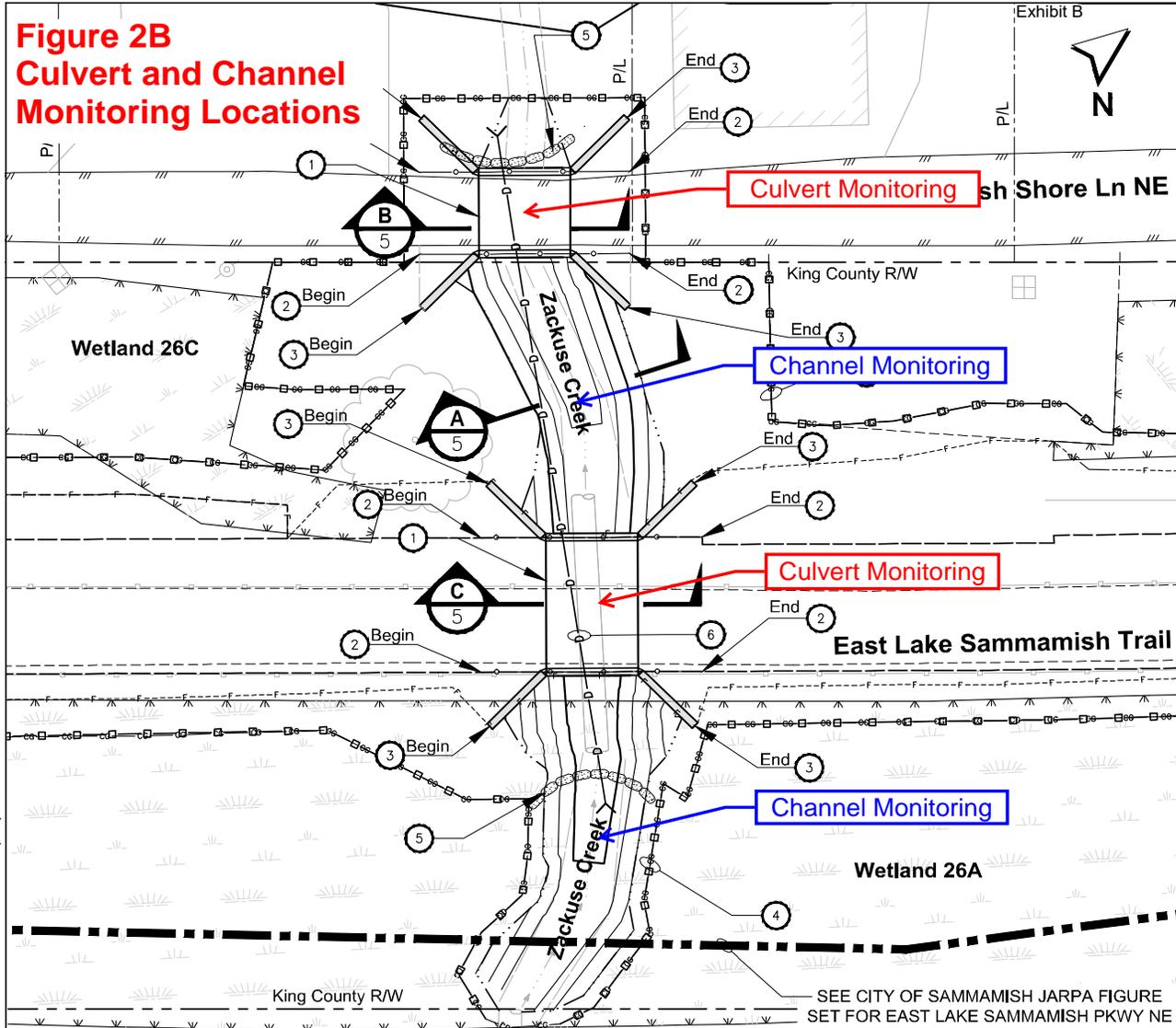
LAT/LONG: 47.6100N / 122.0703W

ADJACENT PROPERTY OWNERS: SEE JARPA ATTACHMENT C

SITE LOCATION ADDRESS: PORTIONS OF SECTION 32, TOWNSHIP 25N, RANGE 06E

WATER BODY: LAKE SAMMAMISH/ZACKUSE CREEK  
NEAR: SAMMAMISH  
COUNTY: KING STATE: WA

**Figure 2B  
Culvert and Channel  
Monitoring Locations**



FILE: PS1520759P19T03-01-NEW LAYOUT: 2SITE PLAN PATH: C:\PMX\Temp\Ac\Jubiah\_7780\ DATE: Thursday, May 25, 2017 10:39:57 AM PLOTTED BY: mllema

**LEGEND:**

- EXISTING WETLAND BOUNDARY
- EXISTING WETLAND BUFFER
- EXISTING DITCH
- EXISTING RIGHT OF WAY
- PROPOSED FILL LIMIT
- PROPOSED CUT LIMIT
- PROPOSED CLEARING/GRUBBING LIMIT
- EXISTING TREES

**NOTES:**

1. FISH EXCLUSION TO BE PERFORMED AT UPSTREAM AND DOWNSTREAM ENDS OF STREAM CONSTRUCTION AREA BEFORE CONSTRUCTION WORK MAY BEGIN.

**CONSTRUCTION NOTES:**

- 1 INSTALL FISH PASSABLE BOX CULVERT. SEE SHEETS 3-5 FOR DETAILS.
- 2 INSTALL COATED CHAIN LINK FENCE TYPE 6.
- 3 INSTALL WING WALL.

**TESC NOTES:**

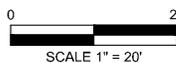
- 4 INSTALL HIGH VISIBILITY SILT FENCE.
- 5 GRAVEL BAG DAM. DEWATER CONSTRUCTION AREA DURING CULVERT WORK.
- 6 INSTALL TEMPORARY BYPASS TO DIVERT WATER AROUND WORK ZONE. PROTECT DISCHARGE AREA FROM EROSION WITH PLASTIC SHEETING.

**PROPOSED PROJECT:** ZACKUSE CREEK CULVERT REPLACEMENT AND FISH HABITAT IMPROVEMENT PROJECT  
 REPLACE DEFICIENT CULVERTS W/ FISH PASSABLE BOX CULVERTS AT EAST LAKE SAMMAMISH TRAIL AND EAST LAKE SAMMAMISH SHORE LN NE. INCLUDES TEMPORARY ACCESS ROUTE FOR RESIDENTS, CONSTRUCTION EQUIPMENT, AND EMERGENCY VEHICLES.

**ADJACENT PROPERTY OWNERS:** SEE JARPA ATTACHMENT C

**REFERENCE NUMBER:**

**SITE PLAN**



**APPLICANT:** CITY OF SAMMAMISH

**DATUM:** VERT: NAVD 88  
 HORIZ: NAD 83 (CORPS.)  
**BASIN:** EAST LAKE SAMMAMISH  
**LOCATION:** SAMMAMISH, KING COUNTY WASHINGTON  
 S 8, 32, T 25N, R 6E, W.M.  
 LATITUDE: 47.6100N  
 LONGITUDE: 122.0703W

**B**

**DATE:** MAY 2017

**SHEET:** 2 of 14

**Draft**



## MINUTES

### City Council Regular Meeting

---

6:30 PM - June 5, 2018

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the regular meeting of the Sammamish City Council to order at 6:30 p.m.

**Councilmembers Present:**

Mayor Christie Malchow  
Deputy Mayor Karen Moran  
Councilmember Jason Ritchie  
Councilmember Ramiro Valderrama  
Councilmember Chris Ross  
Councilmember Tom Hornish  
Councilmember Pam Stuart

**Councilmembers Absent:**

**Staff Present:**

City Manager Lyman Howard  
Deputy City Manager Jessi Bon  
Director of Community Development Jeff Thomas  
Director of Parks & Recreation Angie Feser  
Director of Public Works Steve Leniszewski  
Deputy Director of Public Works Cheryl Paston  
City Engineer Andrew Zagars  
Management Analyst Maia Knox  
Director of Organizational Development Glenn Akramoff  
Stormwater Technician Lisa Werre  
City Attorney Michael Kenyon  
City Clerk Melonie Anderson

**ROLL CALL**

---

Roll was called.

**PLEDGE OF ALLEGIANCE**

---

Councilmember Hornish led the pledge.

**APPROVAL OF AGENDA**

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**Draft**

**MOTION: Councilmember Ramiro Valderrama moved to approve the agenda. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.**

**PUBLIC COMMENT**

---

**Don Gerend**, 22730 SE 23rd Place, reviewed the history of previous moratoriums and urged Council to lift the current moratorium as soon as possible (Presentation is available upon request of the [City Clerk](#)).

**Jason Williams**, 625 218th Avenue SE, spoke regarding property known as the Beaton property. He encouraged the City to purchase it for additional park space.

**Scott Tyzzer**, 21318 NE First Street, agreed with the previous speaker regarding purchasing the property located at 710 SE 18th (the Beaton property).

**Bill Barnes**, 21352 NE 9th, spoke regarding his problems developing the property near the Sky Apartments during the moratorium.

**Deb Sogge**, Representing the Chamber of Commerce, spoke regarding lifting the moratorium.

**Julio Richburg**, 1312 229th Place NE, spoke in favor of lifting the moratorium.

**Linda Guerrette**, 2402 244th Place NE, distributed written comment requesting the City to send a letter of support allowing the students in the Devereux, Camden Trails and neighborhoods north of NE 24th Street to file a petition to transfer from Snoqualmie Valley School District to Lake Washington School District.

**John Galvin**, 402 228th Avenue SE, showed a video regarding the Transportation Master Plan, Town Center and Finances (Presentation available upon request of the [City Clerk](#))

**Judy Isaak**, 116 217th Avenue NE, supported purchasing the Beaton property.

**Kent Treen**, 1825 Eastlake Sammamish, has concerns that there is no vision for the build out of the City.

**Natalie Price**, 14510 SE 60th Street, spoke on behalf of STCA. She urged Council to complete their concurrency work and lift the moratorium in July.

**Kevin Jones**, Transpo Group, feels staff and consultants have provided adequate information for the Council to make decisions on concurrency.

**Randy Bannecker**, Representing Seattle King County Realtors, 820 4th Avenue, Seattle, the City needs more medium priced housing.

**James Eastman**, 196th Avenue NE, feels Council is neglecting major projects and code revisions to spend all their time on concurrency.

**Catherine Freudenburg**, 22130 SE 1st Street, urged Council to lift the moratorium and allow the Town Center to develop.

**Eva Otto**, 4031 Evanston Avenue NE, has been working with Sammamish landowners to develop their properties into the town center. They requested the Council lift the moratorium.

**Draft**

**Michael Hines**, 827 Lancaster Way SE, urged Council to purchase the Beaton property.

**Michael Rutt**, 22832 SE 1st, wondered if the Council has the courage to end the moratorium on the Town Center.

**CONSENT CALENDAR**

---

**Payroll:** for the period ending May 15, 2018 for pay date of May 18, 2018 in the amount of \$403,215.17

**Approval:** Claims For Period Ending June 5, 2018 In The Amount Of \$1,119,994.06 For Check No. 50620 Through 50795

**Approval:** Authorizing additional contingency funds to complete the Sammamish Commons paving and pedestrian access improvements.

**Bid Award:** 2018 Pavement Program - Overlay

**Bid Award:** East Lake Sammamish Parkway SE Crosswalk: Construction

**Contract:** 212th Way SE Construction Management Services

**Contract:** 2018 Tree Services & Emergency Response/Bartlett Tree Experts

**Contract:** SE 4th St Material Testing and Inspection/HWA, Inc.

**Approval:** Notes from the April 10, 2018 Study Session

**Approval:** Notes from the April 30, 2018 Joint Study Session with the Planning Commission

**Approval:** Minutes from the May 15, 2018 Joint Session with the Planning Commission Regular Meeting

**MOTION: Councilmember Pam Stuart moved to approve the consent agenda. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.**

**PRESENTATIONS / PROCLAMATIONS**

---

**Presentation:** Integrated Pest Management Policy

Glenn Akramoff, Director of Organization Development, Lisa Werre, Stormwater Technician and Maia Knox, Management Analyst gave a presentation and explained the Integrated Pest Management Policy (Presentation available in the City's Document Center [here](#)). Lyman Howard, City Manager explained that the City could work with King County to encourage them to follow our policies along the Eastlake Sammamish Trail.

**Presentation/Funding Request:** Sammamish Heritage Society

Emily Vanderhoff, of the Sammamish Heritage Society (SHS), showed a PowerPoint presentation outlining the activities of SHS during the past year. Mary Moore, and Ella Moore spoke regarding their budget, website updates and future plans for the Reard House (presentation available upon request of the [City Clerk](#)).

**Draft**

Council recessed from 8:24 pm to 8:35 pm

**MOTION: Deputy Mayor Karen Moran moved to approve awarding the Sammamish Heritage Society \$14,000 to complete architectural drawings for a kitchen for Reard House. Councilmember Pam Stuart seconded. Motion carried 4-3 with Councilmember Jason Ritchie, Councilmember Chris Ross, and Councilmember Tom Hornish dissenting.**

Councilmembers Hornish and Ritchie concur with staff recommendations.

**PUBLIC HEARINGS**

---

**UNFINISHED BUSINESS**

---

**Discussion:** Reconsideration of May 15, 2018, Motion for Concurrency Level of Service (LOS) Approach

Councilmember Ross read a prepared statement regarding why he wished to have this item added to the agenda. He feels deeply that driver experience is the best way to measure concurrency. He does not feel that the current model being developed will solve the problems. He feels that the staff and consultant are not providing enough options or adequate information for Council to consider to address congestion.

Councilmember Moran explained that she and Councilmember Ross have done a lot of research on the types of concurrency used in other cities. She explained City of Vancouver's model. Based on the additional information they have gathered since the May 15, 2018 and she believes additional clarifications to staff are needed.

Councilmember Stuart requested that Councilmembers Ross and Moran share the information they collected for their research.

City Manager Lyman Howard requested the names of the engineering professionals Councilmembers Ross and Moran met with in Vancouver. He would like to have our engineers talk with them to make sure everyone is understanding exactly how their concurrency program is structured.

**Deputy Mayor Karen Moran moved to approve that intersection level of service will remain the same:**

- 1. a. LOS C: Minor arterial, collectors,**
- b. LOS D: Principal arterials**
- c. LOS E: Principal arterial intersections w/>3 approach lanes.**
- 2. Peak hours: 7:00 am - 9:00 am and 4:15 pm - 6:15 pm**
- 3. Lengthening of the que:**
  - a. 650 feet.**
- 4. Use Inrix data for arterials to serve as a secondary traffic management tool and GPS technology for missing Inrix arterials.**
- 5. Council approves list of assumptions to be used in the model.**

**Motion was withdrawn.**

**Draft**

**MOTION: Councilmember Tom Hornish moved to approve to extend the meeting until 11:00 pm. Councilmember Ramiro Valderrama seconded. Motion carried unanimously 7-0.**

**Councilmember Tom Hornish moved to table motion to the June 19, 2018 Regular Meeting.**

**MOTION: Councilmember Jason Ritchie moved to direct staff to provide data the 7:00 am - 8:00 am as well as 8:00 - 9:00 am peak hour data separately using 2016 data. Councilmember Pam Stuart seconded. Motion carried 6-1 with Councilmember Tom Hornish dissenting.**

Steve requested clarification that staff should continue with the current model and comp plan changes will be presented as

**NEW BUSINESS**

---

**Discussion:** Consideration of support to the Regional Alignment Coalition related to the Puget Sound Regional Council (PSRC) Vision 2050 update.

This item will be moved to another meeting.

**Discussion:** 2019-2024 Six-Year Transportation Improvement Plan (TIP)

**MOTION: Councilmember Tom Hornish moved to postpone items 15 and 16 and Council reports and extend the meeting to 12:00 am. Mayor Christie Malchow seconded. Motion carried 4-3 with Councilmember Ramiro Valderrama, Councilmember Jason Ritchie, and Councilmember Pam Stuart dissenting.**

**COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS**

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**Report:** Mayor Malchow Council Report

**Minutes:** Apr. 19, 2018 Governance Committee Regular Meeting

**CITY MANAGER REPORT**

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Mr. Howard reported that the Finance Committee has review the 2017 Impact Fee Report. This report will be in Council mailboxes tomorrow.

**MOTION: Councilmember Jason Ritchie moved to direct Mr. Howard to send a letter of support, as requested by Linda Guerrette during Public Comment, allowing the students in Devereux, Camden Trails and the homes north of NE 24 to transfer from Snoqualmie Valley School District to Lake Washington School District Councilmember Pam Stuart seconded. Motion carried 6-1 with Deputy Mayor Karen Moran dissenting.**

**EXECUTIVE SESSION**

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Potential Land Acquisition pursuant to RCW42.30.110 (1)(b), Potential Litigation pursuant to RCW42.30.110(1)(i) and Evaluate the Performance of an Employee pursuant to RCW42.30.110 (1)(g)

Council retired to Executive Session at 11:13 pm and returned at 11:50 pm.

**Draft**

**MOTION:** Councilmember Ramiro Valderrama moved to authorize the City Manager of Sammamish to sign a settlement with Kensington Builders, LLC. in settlement of the King County Department of Permitting and Environmental Review of the Atherton Preliminary Subdivision SEPA Appeal, King County File PLAT17-0003. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

**MOTION:** Deputy Mayor Karen Moran moved to extend the meeting to 12:15 am. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.

**ADJOURNMENT**

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The meeting adjourned at 11:55 pm.

**MOTION:** Councilmember Pam Stuart moved to adjourn. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.

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Melonie Anderson, City Clerk

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Christie Malchow, Mayor

# Agenda Bill

City Council Regular Meeting  
June 19, 2018



<b>SUBJECT:</b>	Sammamish Arts Commission Progress Report	
<b>DATE SUBMITTED:</b>	June 08, 2018	
<b>DEPARTMENT:</b>	Parks & Recreation	
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Review the Sammamish Arts Commission's Progress Report	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - SAC 2018 Budget/Programs (May 2018)</a> <a href="#">2. Exhibit 2 - SAC Presentation to City Council</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$175,750	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	Parks & Recreation - Arts Section Budget	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

### NEEDED FROM COUNCIL:

Review the Sammamish Arts Commission's Progress Report

### KEY FACTS AND INFORMATION SUMMARY:

This presentation is a progress report of the Sammamish Arts Commission (SAC) activities. In the fall of last year, the staff support for the SAC transitioned from the Finance Department to the Parks & Recreation Department. The Sammamish Arts Commission is a working Commission with City staff supporting their general work in an advisory capacity, promoting their events and activities and co-managing the installation of permanent art pieces.

As a working body, the SAC selects, manages and implements art programs and classes; curates public art exhibits at two City facilities; and is developing a permanent art collection. Annual programming includes series of programs through Special Arts Sammamish (combining performing and visual arts

with special needs participants), a LEGO Build event, Bollywood Dance and an Arts Fair. The SAC offers a year-round series of exhibitions in the City Hall Commons Gallery and at the Maintenance and Operations Center with a primary focus on regional artists. Four to five exhibits at each location are organized per year around a topic, a cultural theme or artistic process. Annual programming and related budget allocations can be found in the attachment, [Exhibit 1 - SAC 2018 Budget/Programs](#).

### **Budget**

SAC administers the funds allocated by the City Council for programs (operating) and permanent art (capital). Currently the SAC has a 2018 budget allocation of \$175,750. Annual revenue includes the city's current allocation \$54,800 and a 4Culture grant of \$7,500 (total of \$62,300). For 2018, the Council approved an additional \$50,000 for permanent art and in addition, a \$63,450 carryforward amount was also approved. The carryforward was proportioned for both programs and towards permanent art by SAC. Details of the funding sources and SAC budget allocation relating to programs and permanent art are also found in [Exhibit 1 - SAC 2018 Budget/Programs](#).

### **Permanent Public Art**

#### Utility Box Wraps

Work is underway to install eight (8) Utility Box wraps with a current budget of nearly \$42,000. Phase I includes the production of and installation of four utility box wraps located at -

- (1) East Lake Sammamish Pkwy NE & Louis Thompson Road
- (2) 228th and 4th Street SE
- (3) 228th and Inglewood Hill Road
- (4) 228th SE and SE 24th Street

#### Town Center Roundabout Sculpture

In addition, under development is the placement of a uniquely designed Art Sculpture at the intersection of SE 4th and 225th Ave NE (the most eastern roundabout in the Town Center/4th Street improvement project). The symbolism is meant to reflect the tenacity, commitment and unity of the Sammamish community and the conceptual design was presented to Council last Fall.

### **Sammamish Arts Fair**

The annual Sammamish Arts Fair has outgrown its traditional location of City Hall and it was decided by the SAC to have a planning "gap year" to relocate, grow and develop a larger, more encompassing Arts Fair. Preliminary plans include consideration of the CWU Sammamish facility and expanding the programming to include not only visual, but performing arts as well.

#### **FINANCIAL IMPACT:**

The 2018 budget allocation of the Sammamish Arts Commission is \$175,750.

#### **RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[2018 Parks, Recreation and Open Space Plan](#)

<b>Sammamish Arts Commission Budget Tracking May 21, 2018</b>
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<b>2018 Fund Allocation (City Allocation \$54,800 and 4Culture \$7,500)</b>	<b>\$62,300</b>
<b>2018 Capital (Art Sculpture)</b>	<b>\$50,000</b>
<b>2018 Carryforward Request (Unspent funds from 2017 )</b>	<b>\$63,450</b>
<b>Total including Carryforward Request</b>	<b>\$175,750</b>

<b>PROGRAM</b>	<b>BUDGET</b>	<b>EXPENDITURE</b>	<b>BALANCE</b>
<b>Special Arts Sammamish</b>	<b>\$12,368</b>	<b>\$1,368</b>	<b>\$11,000</b>
Gen-Thriller - February 9/10	\$1,368	\$1,368	
Make It A Glass Day	\$1,200		
Au-Some Artists - Move & Groove	\$1,200		
Gen Fusion	\$1,200		
Party-On!	\$1,200		
Holiday Classic Sing-Along	\$1,200		
<i>Contracted - Program Coordinator</i>	\$5,000		
<b>Exhibits</b>	<b>\$3,600</b>	<b>\$1,779</b>	<b>\$1,821</b>
<b>Willow Bader</b>		\$1,066	
<b>LAYERS</b>		\$713	
<b>Exhibit</b>			
<b>Exhibit</b>			
<i>Jirsa</i>			
<b>Build it Sammamish - LEGO - February 25</b>	<b>\$884</b>	<b>\$884</b>	<b>\$0</b>
<i>Shedd</i>			
<b>Shakespeare In The Park - July</b>	<b>\$1,950</b>		<b>\$1,950</b>
<i>Iyer / Jirsa</i>			
<b>Bollywood Dance Event</b>	<b>\$1,500</b>		<b>\$1,500</b>
<i>Joshi</i>			
<b>Utility Boxes (8)</b>	<b>\$41,747</b>	<b>\$11,258</b>	<b>\$30,489</b>
<i>Shedd</i>			
<b>Teen Talent Show</b>	<b>\$250</b>	<b>\$245</b>	<b>\$5</b>
<b>Arts Fair - Planning for 2019</b>	<b>\$1,000</b>		<b>\$1,000</b>
<i>Jirsa</i>			
<b>Un-allocated</b>	<b>\$7,450</b>		<b>\$7,450</b>
<b>Total</b>	<b>\$70,750</b>	<b>\$15,535</b>	<b>\$55,215</b>

<b>Art Fund</b>	<b>BUDGET</b>	<b>EXPENDITURE</b>	<b>BALANCE</b>
<b>SAC Permanent Art Fund</b>	<b>\$55,000</b>		<b>\$55,000</b>
<i>Rosenow</i>			
<b>Total</b>	<b>\$55,000</b>	<b>\$0</b>	<b>\$55,000</b>

<b>Capital</b>	<b>BUDGET</b>	<b>EXPENDITURE</b>	<b>BALANCE</b>
<b>Public Art Sculpture</b>	<b>\$50,000</b>		<b>\$50,000</b>
<b>Total</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>

<b>Total</b>	<b>\$175,750</b>	<b>\$15,535</b>	<b>\$160,215</b>
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# SAMMAMISH ARTS COMMISSION UPDATE 2018

JUNE 19, 2018

# Agenda

- Sammamish – Our Community
- Sammamish Arts Commission – Mission & Guiding Principles
- Sammamish Permanent Art Collection
- 2017 Program Highlights
  - *City Hall Commons Gallery*
  - *2017 Arts Exhibits*
  - *Bollywood Dance Event 2017*
- 2018 Program Calendar
- 2018 Art Exhibits
- Utility Box Wraps
- Art Sculpture – Town Center Roundabout
- Sammamish Arts Fair
- Sammamish Arts Commission Dreams

# Sammamish – Our Community

- The city of Sammamish is made up of people from around the country and from around the world. We have grown to a population of 64,548 as of the [2017 Census figures](#)
- We have become integral parts of this richly textured and diversely blended community
- Together we are Sammamish...and we are better [together](#)
- The [creative](#) economy is \$2.25 trillion (3% of the world's economy) and is the economy of [arts, design, culture, theatre, dance](#) and more.
- The creative economy reflects [who we are, where we come from, what we love, where we live](#) – and what's coming next.
- ART is a universal language to express and celebrate the [sense of place, the civic identity, and the unique character](#) of our wonderful city...[Sammamish](#)

*“The whole is greater than the sum of its parts” Aristotle*

# Sammamish Arts Commission (SAC)

## Mission Statement

- Integrating art and culture to create a sense of place, civic identity and unique character

## Guiding Principles

- **Artistic Excellence:** We strive for artistic excellence by showcasing high caliber local, regional and national artistic programming that reflects the city's vision
- **Accessibility:** We engage deeply and widely with all segments of city, striving to reach all members of the community and create an avenue for artists to bring their creativity to the public
- **Collaboration:** We are committed to creating alliances and partnerships within and outside Sammamish to promote artistic excellence and accessibility. We work collaboratively with various state, regional and local agencies to enhance the effectiveness of the arts commission
- **Community Design:** We focus our efforts to nurture and build 'creative capital' locally, including taking necessary risks, to realize the impacts of the arts in fostering a vibrant social economy
- **Diversity:** We value diversity in artistic expressions and strive to promote arts as a universal language that binds people from different backgrounds and breathes life into our communities

# SAC Commissioners



Standing (L to R) – Lou Gopal, Barbara Jirsa, Priti Joshi, Margaret Rosenow  
Seated (L to R) – Claradell Shedd, Ramu Iyer, Lin Garrettson (former)

# Sammamish Permanent Art Collection

Sammamish  
Permanent  
Art  
Collection



1. Totem pole - 1992



2. "Confluence" sculpture - 2007



4. Rooster -



3. Four seasons mosaic mural



5. "Magnetic Drawing" - 2008



6. "Late Summer," quilt - 2010



7. "Two Canoes" - 2011



8. "Shadows Fall" - 2012



9. Lower Community Garden gates - 2015



10. Metal sculpture - 2015



11, 12, 13, 14: Roundabout circles - 2016



15. Photo of firework - 2017

▶ "Forms In Flight"



▶ "11 Steps, Ladder 83"



▶ "Circle the Roundabout"





# Exhibits - City Hall Commons Gallery/ Maintenance and Operations Center

- The Sammamish Arts Commission offers a year-round series of exhibitions in the City Hall Commons Gallery and the Maintenance and Operations Center (MOC) with a primary focus on [regional artists](#). 4 to 5 exhibits are organized per year around a topic, a cultural theme or artistic process
- Each exhibit is an opportunity to [build community](#), using the artist's language and/or traditions to make the connections
- An artist reception is held to bring community and artist together in conversation
- The City, the Arts Commission and 4Culture are the sponsors

# 2017 Art Exhibits

Exhibit	Description
<p><b>Slash &amp; Burn</b></p>	<p>A collaborative exhibit inspired by slash and burn agricultural practices. The artists apply the concept of <b>renewal through destruction</b> in subject matter and technique. Within devastation lie the seeds of <b>transformation</b>.</p>



# 2017 Art Exhibits

Exhibit	Description
<p><b>Photographs by Harshwinder Singh</b></p>	<p>The regional photographs of Harshwinder Singh invoke memories of summer activities and celebrations. And events large and small to <b>commemorate freedom and community and family gatherings</b>. They inspire memories yet to be made.</p>



# 2017 Art Exhibits

Exhibit	Description
<p><b>Keiko Hara</b>  <b>Mokuhanga</b>  <b>A Selection of Woodblock Prints</b></p>	<p>Keiko Hara has taken the traditions of Japanese Woodblock printing — <b>Mokuhanga</b> — and adapted and explored them to meet her needs as a contemporary artist. The <b>innovative prints</b> she creates are notable for their lyrical beauty, exquisite patterns, and rich colors.</p>



# Bollywood Dance

14

# Bollywood Dance



# Bollywood Dance



# Bollywood Dance



2018

# 2018 Program Calendar

## PROGRAMS

- Special Arts Sammamish
  - *Gen-Thriller (February)*
  - *Make It A Glass Day (TBD)*
  - *Au-Some Artists – Move & Groove (TBD)*
  - *Gen Fusion (TBD)*
  - *Holiday Classic Sing-Along (TBD)*
- Build It Sammamish – LEGO (Feb)
- Teen Talent Show (Mar)
- Shakespeare in the Park (July)
- Bollywood Dance (Sept)

## PROJECTS

- Utility Box Wraps (10)
- Town Center Roundabout Sculpture
- Art Exhibits (*on-going*)

# 2018 Art Exhibits

Exhibit	Description
<p><b>Art of the Good Life</b> Encaustic Paintings by Willow Bader</p>	<p>Willow Bader’s dynamic art unites <b>modern figurative subject matter with traditional mediums</b>. The ancient technique of encaustic lends itself beautifully to the sensual physicality and boldness of her work</p>



# 2018 Art Exhibits

Exhibit	Description
<b>Layers</b>	Overlapping, superimposed, connected, tiered, transparent or not, from photography, printmaking, painting and more. Each of these artists <b>combine media from different sources</b> and bring them together to create new works not easily defined



# 2018 Art Exhibits

Exhibit	Description
City Maintenance Facility Art Exhibits	Current exhibit features the work of photographer Randi Ganulin

# Utility Box Wraps

- (10) Total Wraps
- Phase I – (4) Wraps
- Budget: \$41,747

## East Lake Sammamish Pkwy NE & Louis Thompson Road



# 228<sup>th</sup> and 4<sup>th</sup> Street SE



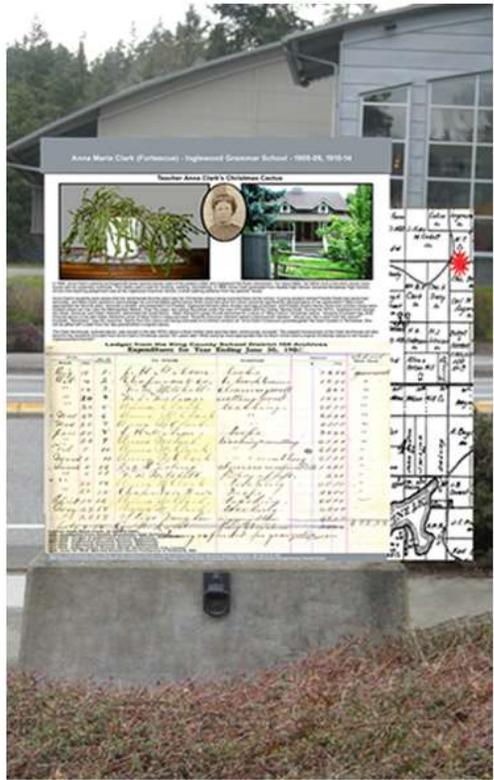
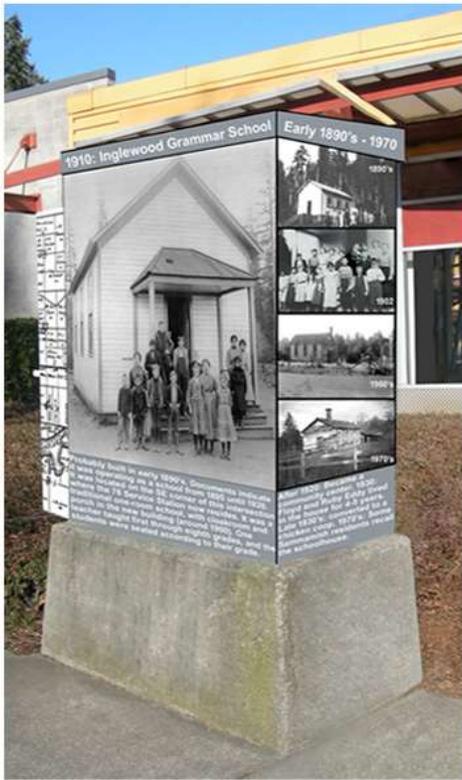
228th and 4th Street SE  
Sammamish, WA



# 228<sup>th</sup> and Inglewood Hill Road



Southwest Elevation  
228th and Inglewood Hill Road



# 228<sup>th</sup> SE and SE 24<sup>th</sup> Street



West Elevation  
228th Avenue SE & SE 24th Street  
Pine Lake/Discovery Elementary School



# Art Sculpture

- Town Center Roundabout
- Budget: \$50,000

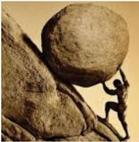
# Art Sculpture

Consistent with the concept of collaboration in our blended community, three skilled artists will combine their individual skills and talents through three different mediums to create a visual expression of some of the dearest values and ideals that resonate deeply with Sammamish citizens

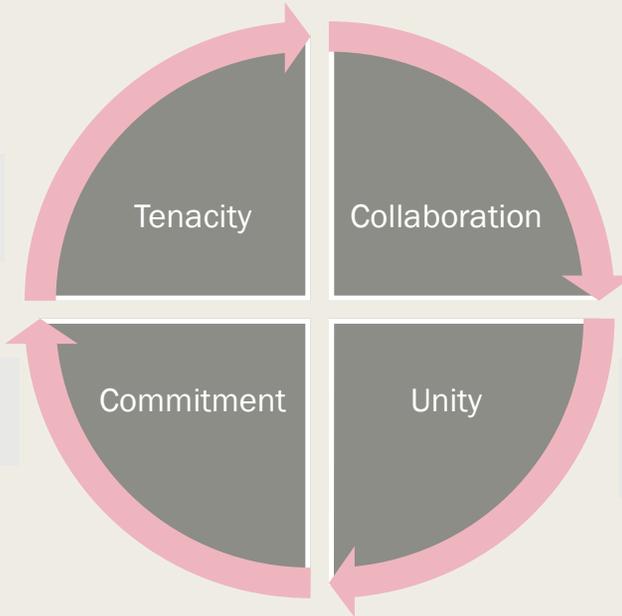


Proposed Placement of the Sculpture – SE 4<sup>th</sup> and 225<sup>th</sup> Ave NE

# Symbolism of the Art Sculpture



*Working diligently together and moving ahead in a positive direction*



*A visual expression of some of the dearest values and ideals that resonate deeply with our community*

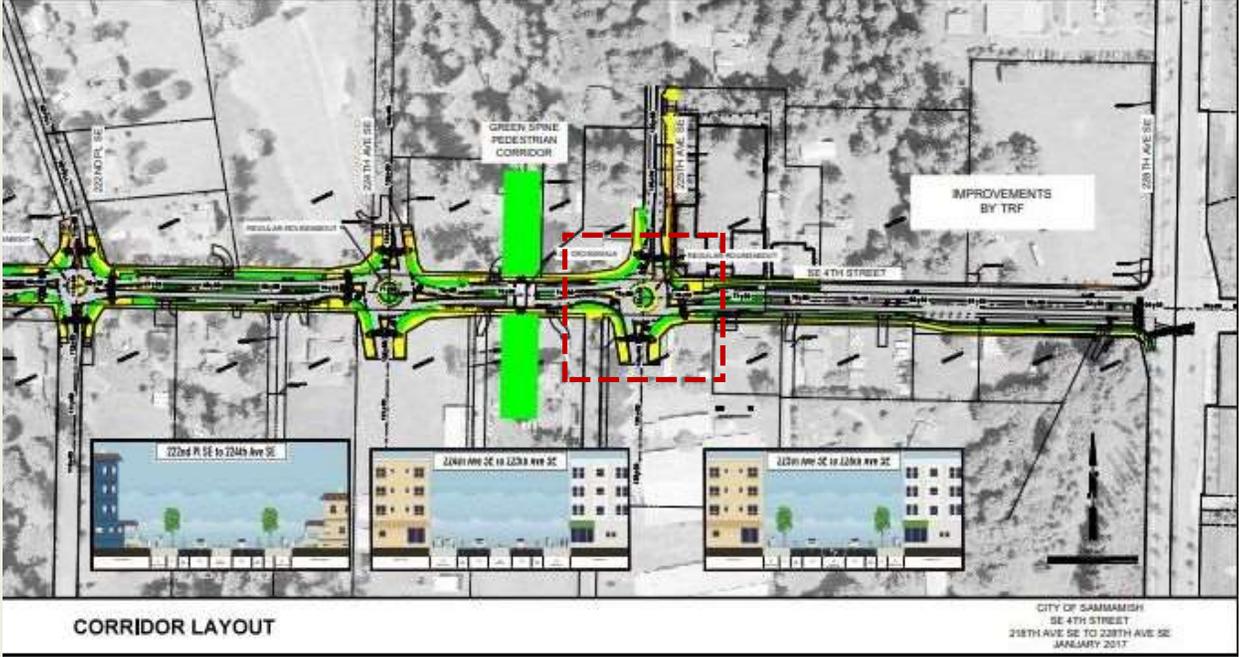
*Strengthen and renew our resolve to send our community roots deeper*



*The strength of our bonds as a community and the steadfastness we hold for our ideals and commitments*



# Proposed Location: SE 4<sup>th</sup> & 225<sup>th</sup> Ave SE *Town Center Roundabout*



# Sammamish Arts Fair

- The Arts Fair has out grown its City Hall space. There will not be a 2018 Arts Fair.
- 2018 is a “gap year” for planning, along with the help of an advisory panel, to refresh and develop a roadmap for 2019.
- Central Washington University on 228th is to be the [new location](#) of the Arts Fair.
- The new model is envisioned to serve as an incubator for showcasing Arts groups from both Sammamish and the Eastside.

## Sammamish Arts Commission's Dreams

- More Permanent Art*
- More Art Programs*
- Obtain the "1% for Art"*
- Have a Community/Art Center*

**Agenda Bill**  
 City Council Regular Meeting  
 June 19, 2018



<b>SUBJECT:</b>	Innovative traffic data and updated AM traffic model results.		
<b>DATE SUBMITTED:</b>	June 15, 2018		
<b>DEPARTMENT:</b>	Public Works		
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Review Innovative traffic data and updated AM traffic model results.		
<b>EXHIBITS:</b>	<a href="#">20180619 FP Innovative Data &amp; 8-9AM LOS memo</a> <a href="#">20180619 CC Mtg Innovative data, 8-9AM LOS</a>		
<b>BUDGET:</b>			
Total dollar amount		<input type="checkbox"/>	<b>Approved in budget</b>
Fund(s)		<input type="checkbox"/>	<b>Budget reallocation required</b>
		<input checked="" type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

**NEEDED FROM COUNCIL:**

Review Innovative traffic data and updated AM traffic model results.

**KEY FACTS AND INFORMATION SUMMARY:**

Staff will present an update on INRIX traffic data, drone data collected from four proposed concurrency intersections, and results from the 2016 existing conditions operations model analyzing the 8-9AM peak hour. The attached memorandum from Fehr and Peers summarizes how INRIX data can be used to help monitor performance of the City's transportation system and verify hot spots (Exhibit 1). The drone data is briefly discussed and general conclusions are offered regarding the operational issues at the four intersections based on the traffic model results, INRIX data, drone video footage, and staff familiarity with the transportation system. Short clips of the drone video will be shown during the meeting.

Analysis of the 2016 existing conditions traffic model for the 8-9AM peak hour show three failing intersections, each of which also fail during the 7-8AM hour. As previously discussed, while the 8-9AM period sees less than one percent higher traffic volumes citywide than the 7-8AM period, many of Sammamish's schools start during the 7-8AM period, resulting in more intersection hot spots than are observed from 8-9AM.

**FINANCIAL IMPACT:**

Collecting the drone data was not anticipated in either Fehr and Peers' original or amended scopes of work; however, Council approved a management reserve for the TMP that will cover these additional costs.

**OTHER ALTERNATIVES CONSIDERED:**

None, as this work was directed by Council.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[Comprehensive Plan Transportation Element](#)



## MEMORANDUM

Date: June 18, 2018  
 To: Cheryl Paston, City of Sammamish  
 From: Kendra Breiland, Fehr & Peers  
 Subject: **Use of Innovative Data and AM Intersection Operations Model Results**

*SE17-0536*

This memorandum summarizes how innovative data sources, including INRIX data and drone footage, are being used to supplement transportation analysis and recommendations, as part of the 2018 Transportation Element Update, 2019 Transportation Master Plan, and ongoing transportation system management. Also included are the 8-9AM intersection delays and LOS results from the 2016 existing conditions traffic model. The current results for 7-8AM and 4:45-5:45PM are also included for comparison.

### PRIORITIES FOR THE NEW TRANSPORTATION CONCURRENCY AND LOS PROGRAM

In July 2017, City Council directed staff to begin development of a new LOS and concurrency program for transportation. Through further discussions in late 2017 and early 2018, we have learned that the following program elements are priorities for Council:

- **Driver experience should be reflected** – while the intersection LOS standard measures driver experience during the PM peak hour, the corridors consider daily volumes averaged along segments, which is too far removed from driver experience;
- Concurrency & LOS should **focus on both the AM and PM peak hours** since peaking occurs during both times in Sammamish;
- The City's concurrency program is complex and difficult to understand for the layman – Council would like to see **a more intuitive and simplified program** to build community trust;
- A real success of the current program has been its ability to make growth pay for growth – any new program must **maintain our ability to charge high impact fees**;
- Sammamish's transportation program should **leverage the best available data**, including real-time travel data (such as from INRIX, cellphone and GPS sources).

City of Sammamish  
 June 18, 2018  
 Page 2 of 7



The proposed intersection-based LOS program moves the City closer to these priorities. Specifically, it addresses the daily volume/segment averaging concerns that existed in the corridors component of the City's current program, it considers both an AM and PM peak, it is more intuitive as it doesn't give credit for bike/pedestrian capacity projects that have little to do with vehicle delays, and it provides a basis for maintaining the City's current impact fee program. The City has moved forward in purchasing innovative data sources – including the INRIX data portal and drone observations. This memo summarizes how these innovative data sources are being leveraged.

## INRIX DATA

The City has purchased a subscription to the INRIX data portal, which provides access to a constant stream of travel time data collected on select streets in Sammamish for May 2017-April 2019. The INRIX data portal provides the following types of data:

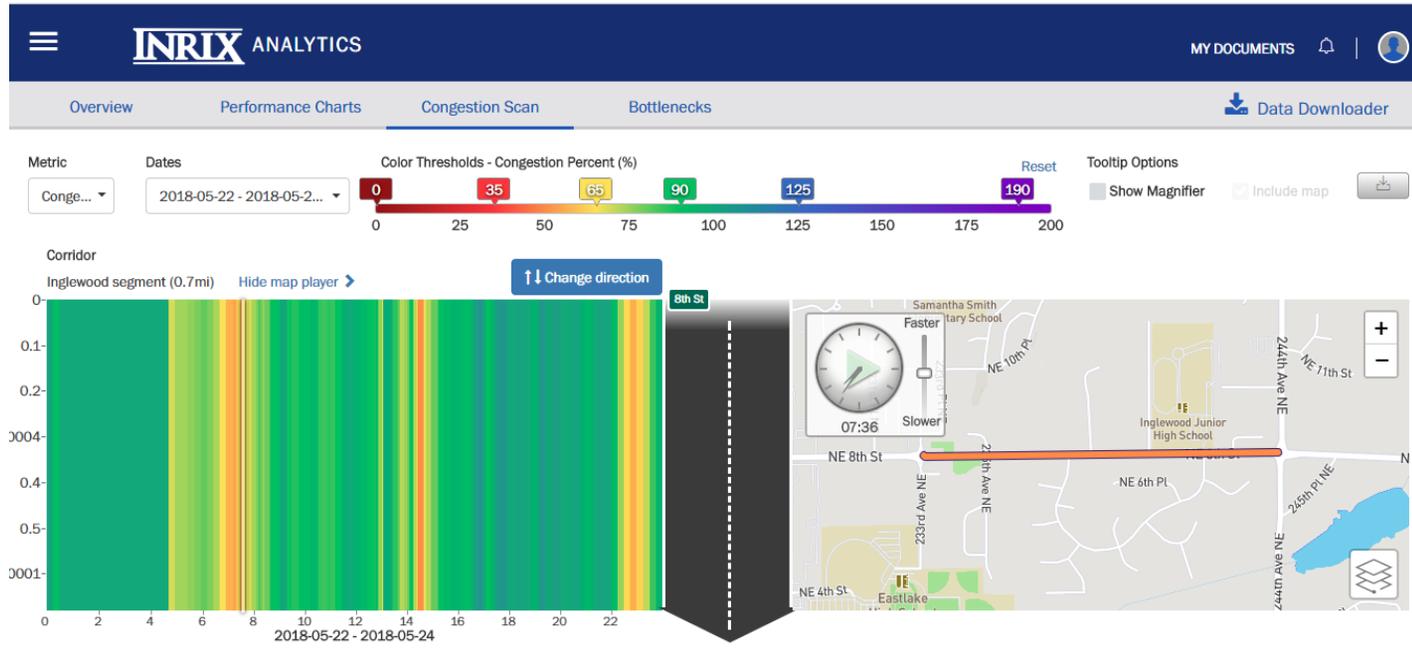
- Speeds collected on defined segments
- Segment speed is used to derive the following metrics:
  - Speed
  - Travel Time
  - Comparative Speed (% free flow speed)
  - Congestion (%)
  - Historic Average Congestion (%)
  - Travel Time Index
  - Planning Time
  - Buffer Time
  - Buffer Time Index

**Exhibit 1** on the following page shows the approximate corridors where these data are available (INRIX occasionally changes where data are collected and this map is based on 2017 data).

**Exhibit 2** shows an example of the type of data yielded along the NE 8<sup>th</sup> Street corridor adjacent to Inglewood Middle School. The specific image shows standing northbound congestion from vehicles queued to access Inglewood Middle School at 8:36am on May 24, 2018. As the image to the left shows, the congestion is strongly tied to school start and end times.

INRIX can play a strong role in monitoring the performance of the transportation system over time and prioritizing near-term projects. This is an enhancement over collecting annual traffic counts, as INRIX data is continuously available – making it available to report on travel conditions during any time period, including by peak hour, day of the week, or season of the year. For the TMP, INRIX data will be another source of data useful in understanding the locations and duration of





**Exhibit 2: INRIX Data Output for NE 8<sup>th</sup> Street adjacent to Inglewood Middle School**



## DRONE FOOTAGE

The City contracted with TDH Associates to collect drone footage at four intersections that have been discussed as part of the Transportation Element Update. The intersections and specific data collection periods are below. The batteries only lasted for about 15 minutes before needing to be replaced so continuous data for the entire period was not collected:

- NE 37<sup>th</sup> Way & Sahalee Way NE – 7:04-8:29am, May 22, 2018
- 228<sup>th</sup> Avenue SE & SE 40<sup>th</sup> Street – 4:49-5:51pm, May 22, 2018
- NE 8<sup>th</sup> Street & 244<sup>th</sup> Avenue NE – 7:08-8:05am, May 24, 2018
- East Lake Sammamish Parkway SE & SE 24<sup>th</sup> Way – 4:56-5:10pm, May 24, 2018

The drone footage was taken at the maximum allowable height (400 feet) in order to provide the largest possible observation area. In some cases, the data collection period fell short of our original request due to technical difficulties. **Exhibit 3** shows an example of drone footage taken over the intersection of NE 8<sup>th</sup> Street & 244<sup>th</sup> Avenue NE.

Key takeaways from the drone footage by intersection:

- NE 37<sup>th</sup> Way & Sahalee Way NE – 7:04-8:29am, May 22, 2018
  - It's clear that traffic volumes are strongly directional with high volumes traveling northbound on Sahalee Way NE and turning left out of NE 37<sup>th</sup> Way. During our time window, we did observe some northbound standing queues, but these tended to clear after a few traffic light cycles. The left turn out of 37<sup>th</sup> Way onto Sahalee Way saw queues, but these also diminished after a few cycles.
- 228<sup>th</sup> Avenue SE & SE 40<sup>th</sup> Street – 4:49-5:51pm, May 22, 2018
  - As expected, this intersection operates better than the Synchro model projects. As discussed with Council, the HCM 2010 methodologies are conservative and tend to overstate side-street delay. Drone observations and INRIX data would support removal of this intersection from the concurrency intersection list or a revised standard, in recognition of its relatively smooth observations.
- NE 8<sup>th</sup> Street & 244<sup>th</sup> Avenue NE – 7:08-8:05am, May 24, 2018
  - The drone observations provide a very clear picture of the issues at this intersection. Specifically, access to Inglewood Middle School at the adjacent intersection (NE 8<sup>th</sup> Street & 242<sup>nd</sup> Avenue NE) is a significant bottleneck in the 20-30 minutes before the school's start time (7:40am). However, once school

City of Sammamish  
June 18, 2018  
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drop offs diminish (around 7:36am), the bottleneck clears up and the system of intersections begin to function well again. The drone footage and INRIX data support the notion that it is not the roundabout that is under capacity, rather school drop off operations that temporarily put the street network under extreme pressure. The footage also confirms the importance of staff's ongoing efforts to coordinate with the school district to identify effective solutions besides a large City capital investment.

- East Lake Sammamish Parkway SE & SE 24<sup>th</sup> Way – 4:56-5:10pm, May 24, 2018
  - The drone vendor was only able to collect 14 minutes of data at this intersection due to technical issues. During the time of observation, no significant traffic operations were apparent.



**Exhibit 3: Screen Capture from Drone Footage @ 7:36am**

City of Sammamish  
June 18, 2018  
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**Pros/Cons of Drone Data:**

Drone footage can be instructive for observing actual behavior in the field and illustrating transportation challenges in a way free from abstractions. However, it is expensive to collect and subject to technical difficulties (battery life, shadows from trees obscuring the picture). We believe there is some merit for collecting drone footage in specific cases to support evaluation of engineering solutions and to build the case for the need for action by potential partners (eg, the school district, WSDOT, etc).

**8-9AM LOS INTERSECTION OPERATIONS FOR 2016 EXISTING CONDITIONS**

Council requested at the June 5th meeting that staff analyze intersection operations for 2016 existing conditions using counts collected at 8-9AM. **Exhibit 4** shows these results as well as the previously analyzed results for 7-8AM and 4:45-5:45PM peak hours for comparison. As the results show, data for 7-8AM show six intersections failing the City's standard whereas data for 8-9AM show three intersections that do not meet the City's standard. Klahanie Drive SE and Issaquah Fall City Road is the only intersection that fails the City's standard by a greater margin during the 8-9AM period than during the 7-8AM period. As previously discussed, while the 8-9AM period sees slightly higher traffic volumes citywide than the 7-8AM period, many of Sammamish's schools start during the 7-8AM period, resulting in more intersection hot spots than are observed from 8-9AM.

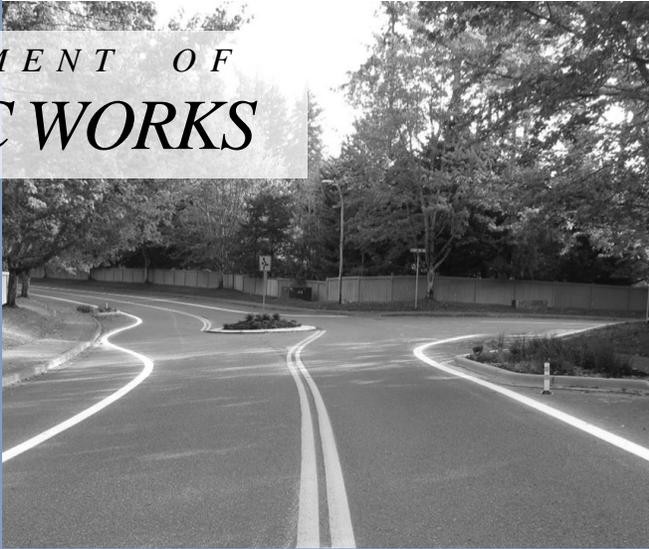
## Exhibit 4: 2016 Intersection LOS - AM and PM Peak Hour

COMP PLAN	INTERSECTION	LOS STANDARD <sup>1</sup>	TRAFFIC CONTROL <sup>2</sup>	7:00 - 8:00 DELAY <sup>3</sup>	7:00 - 8:00 LOS <sup>1</sup>	8:00 - 9:00 DELAY <sup>3</sup>	8:00 - 9:00 LOS <sup>1</sup>	4:45 - 5:45 DELAY <sup>3</sup>	4:45 - 5:45 LOS <sup>1</sup>
	1 Issaquah-Pine Lake Road and SE 48th Street	D	Signal	27.4	C	24	C	13.1	B
X	2 228th Avenue NE and NE 12th Place	D	Signal	12.4	B	8.5	A	8.3	A
	3 Klahanie Drive SE and SE Issaquah-Fall City Road	D	Signal	59	E	93.6	F	120+ <sup>5</sup>	F
	4 244th Avenue SE and SE 24th Street	C	SSSC	16.6	C	18.3	C	14.5	B
	5 SE 32nd Street and 244th Avenue SE	C	SSSC	17.7	C	13	B	37.3	E
X	6 Issaquah-Pine Lake Road and SE 32nd Way	D	RAB	5.2	A	5.4	A	5.3	A
	7 228th Avenue SE and SE 40th Street	D	SSSC	32	D	30	D	67.4	F
	8 SE Klahanie Boulevard and 256th Avenue SE	C	AWSC	15.4	C	19.3	C	14	B
	9 247th Place SE and SE Issaquah-Fall City Road (Pacific Cascade Middle)	D	Signal	63.8	E	33.7	C	32.4	C
	10 Sahalee Way NE and NE 36th Street <sup>4</sup>	D	SSSC	24.1	C	31	D	20.8	C
	11 242nd Avenue NE and NE 8th Street	C	Signal	38.7	D	13	B	12.1	B
X	12 228th Avenue SE and SE 8th Street	D	Signal	12.9	B	15.1	B	14.4	B
	13 228th Avenue NE and NE 19th Drive <sup>5</sup>	D	SSSC	22.6	C	28.9	D	21.2	C
	14 216th Avenue NE and NE Inglewood Hill Road	C	RAB	6.9	A	9.5	A	6.4	A
X	15 228th Avenue NE and NE Inglewood Hill Road/NE 8th Street	D	Signal	32.6	C	20.5	C	23	C
X	16 228th Ave NE and NE 4th Street	E	Signal	32	C	9.1	A	15.5	B
X	17 228th Avenue SE and SE 4th Street	E	Signal	16.6	B	35.9	D	10.8	B
X	18 212th Avenue SE and SE 8th Street	C	SSSC	10.7	B	13.2	B	12.5	B
	19 228th Avenue SE and SE 16th Street	D	Signal	10.1	B	8.7	A	9.7	A
X	20 East Lake Sammamish Parkway and 212th Way SE	C	Signal	5.1	A	5	A	4.5	A
X	21 East Lake Sammamish Parkway and SE 24th Way	C	SSSC	15.7	C	17.8	C	18.8	C
X	22 212th Avenue SE and SE 20th Street	C	AWSC	10.5	B	10.5	B	12.2	B
X	23 East Lake Sammamish Pkwy and Louis Thompson Road NE	C	Signal	10	A	10.2	B	10.9	B
X	24 East Lake Sammamish Pkwy and Inglewood Hill Road	C	Signal	23.3	C	19	B	7	A
X	25 Sahalee Way NE and NE 37th Way	D	Signal	12.8	B	13.8	B	10.4	B
X	26 NE 8th Street and 244th Avenue NE	C	RAB	5.4	A	6.9	A	4.4	A
X	27 228th Avenue SE and SE 20th Street	D	Signal	10.6	B	9.2	A	13.5	B
X	28 228th Avenue SE and SE 24th Street	E	Signal	16.5	B	24.1	C	27.4	C
X	29 228th Avenue SE and Issaquah-Pine Lake Road	E	Signal	23	C	31.3	C	35.4	D
X	30 Issaquah-Pine Lake Road SE and SE Klahanie Boulevard	D	Signal	28	C	19.1	B	17.8	B
X	31 Duthie Hill Road and Issaquah-Beaver Lake Road	D	Signal	29.8	C	28.3	C	18.9	B
	32 256th Ave SE/E Beaver Lake Dr SE and Issaquah-Beaver Lake Road	C	SSSC	120+ <sup>5</sup>	F	32.9	D	32.3	D
	33 228th Avenue NE and NE 14th Street <sup>5</sup>	D	SSSC	22.9	C	34.4	D	23.4	C
X	34 228th Avenue NE and NE 25th Way	D	Signal	16.9	B	22.8	C	11.1	B
	35 Issaquah-Pine Lake Road and SE 42nd Street	D	SSSC	18.2	C	29.4	D	51.4	F

COMP PLAN	INTERSECTION	LOS STANDARD <sup>1</sup>	TRAFFIC CONTROL <sup>2</sup>	7:00 - 8:00 DELAY <sup>3</sup>	7:00 - 8:00 LOS <sup>1</sup>	8:00 - 9:00 DELAY <sup>3</sup>	8:00 - 9:00 LOS <sup>1</sup>	4:45 - 5:45 DELAY <sup>3</sup>	4:45 - 5:45 LOS <sup>1</sup>
36	Issaquah-Pine Lake Road and 230th Lane SE/231st Lane SE	D	Signal	79.4	E	18.5	B	12	B
37	NE 28th Place/223rd Avenue and Sahalee Way NE	D	SSSC	120+ <sup>5</sup>	F	120+ <sup>5</sup>	F	57.3	F
38	Issaquah-Pine Lake Road and SE 47th Way/238th Way SE	D	Signal	13	B	12.8	B	12.6	B
39	233rd Avenue NE and NE 8th Street	C	RAB	17.2	B	6.3	A	6.2	A
X 40	228th Avenue SE and East Main Street	D	Signal	3.4	A	3.3	A	5.4	A
41	244th Avenue NE and East Main Drive	C	RAB	5.8	A	5.9	A	4.8	A
X 42	Duthie Hill Road and Trossachs Boulevard SE	D	Signal	28.3	C	18.8	B	12.3	B
43	228th Avenue SE and SE 10th Street (Skyline High School)	D	Signal	21.8	C	7.9	A	9.7	A

1. LOS standards are based upon the functional classifications of the intersecting roadways. Intersections that include Principal Arterials have a standard of LOS D except where LOS D cannot be met with three approach lanes in any direction. In those cases, LOS E is assigned. Intersections that include Minor Arterials or Collectors have a standard of LOS C.
2. Traffic Control: Signal=signalized; SSSC=side-street stop-controlled; AWSC=all-way stop-controlled; RAB = roundabout
3. Delay is measured in seconds per vehicle. At signal, RAB, and AWSC intersections, it represents average delay for the intersection. For SSSC intersections, it represents average delay for the worst minor approach or major street left turn movements. Analysis is based on 2016 traffic counts.
4. LOS is the level-of-service based on the methodology outlined in the Highway Capacity Manual (HCM 2000). All other intersections are based on HCM 2010.
5. When intersections are overcapacity, the model shows delays growing exponentially, which likely overstates the delay that would actually be realized. The model estimates AM 7:00 - 8:00 delay for intersection 32 at 275.2 seconds, AM 7:00 - 8:00 delay at intersection 37 at 361.1 seconds, AM 8:00 - 9:00 delay at intersection 37 at 313.5 seconds, and PM 4:45 - 5:45 delay for intersection 3 at 161 seconds.

DEPARTMENT OF  
*PUBLIC WORKS*



## Innovative Data and 8-9AM 2016 Model Analysis

**City Council Meeting  
June 19, 2018**



# Agenda

- Innovative Data Sources
  - INRIX data
  - Drone footage
- 8-9am Peak Hour Intersection LOS Results
- Next Steps



# INRIX Data

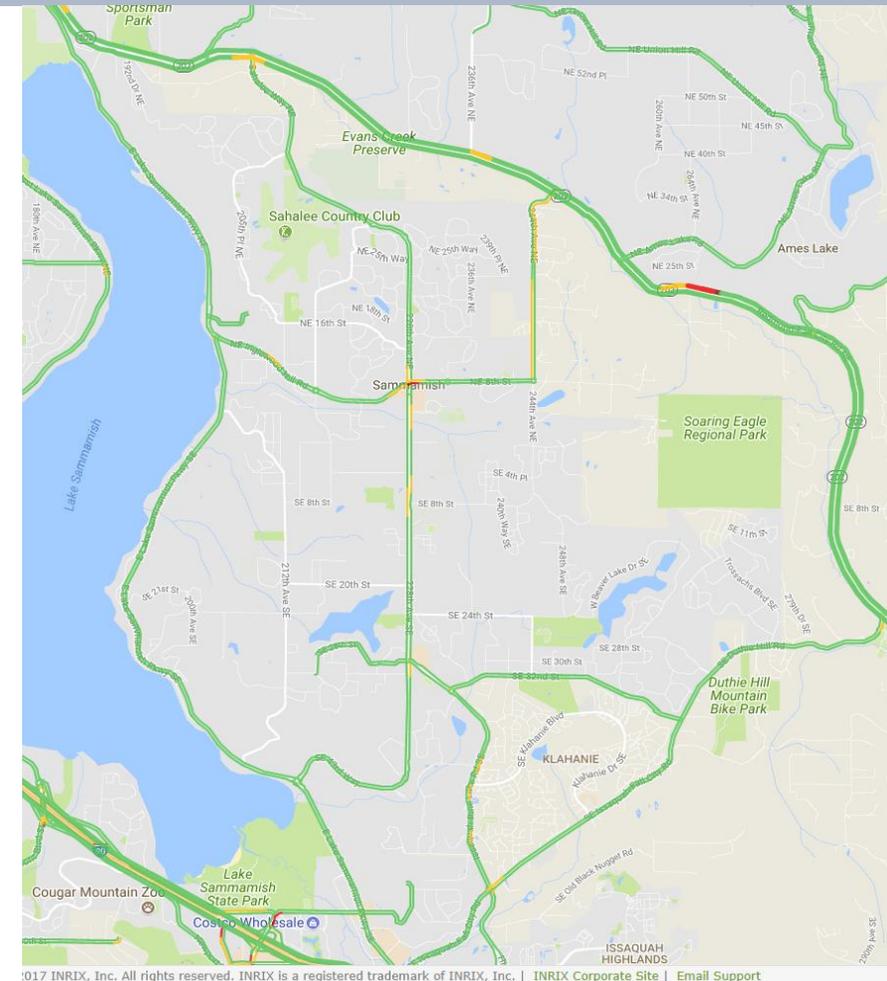
- Incorporate **INRIX data** for on-going system monitoring
- Monitor **hot spots** over time, including identifying trends
- **Proactively identify** needed improvements (eg, signal timing, channelization, etc)
- Data may **inform future policies** related to concurrency



# INRIX Data

## Type of data offered:

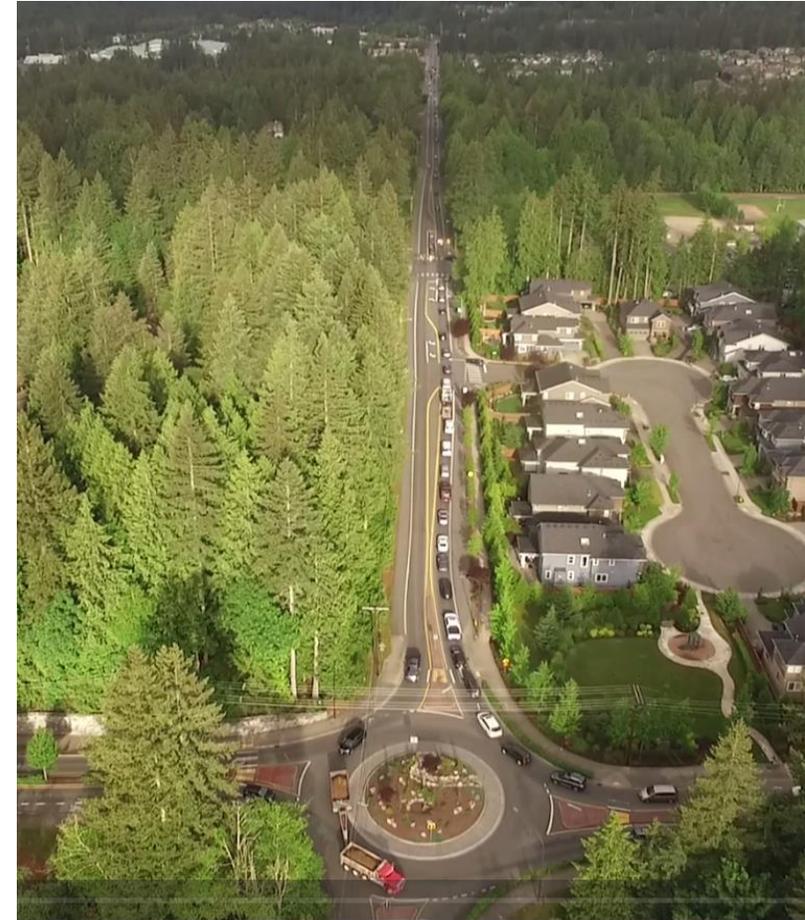
- Speeds collected on defined segments
- Segment speed is used to derive the following metrics:
  - Speed
  - Travel Time
  - Comparative Speed (% free flow speed)
  - Congestion (%)
  - Historic Average Congestion (%)
  - Travel Time Index
  - Planning Time
  - Buffer Time
  - Buffer Time Index



# Drone Footage

✓ Collected drone footage at:

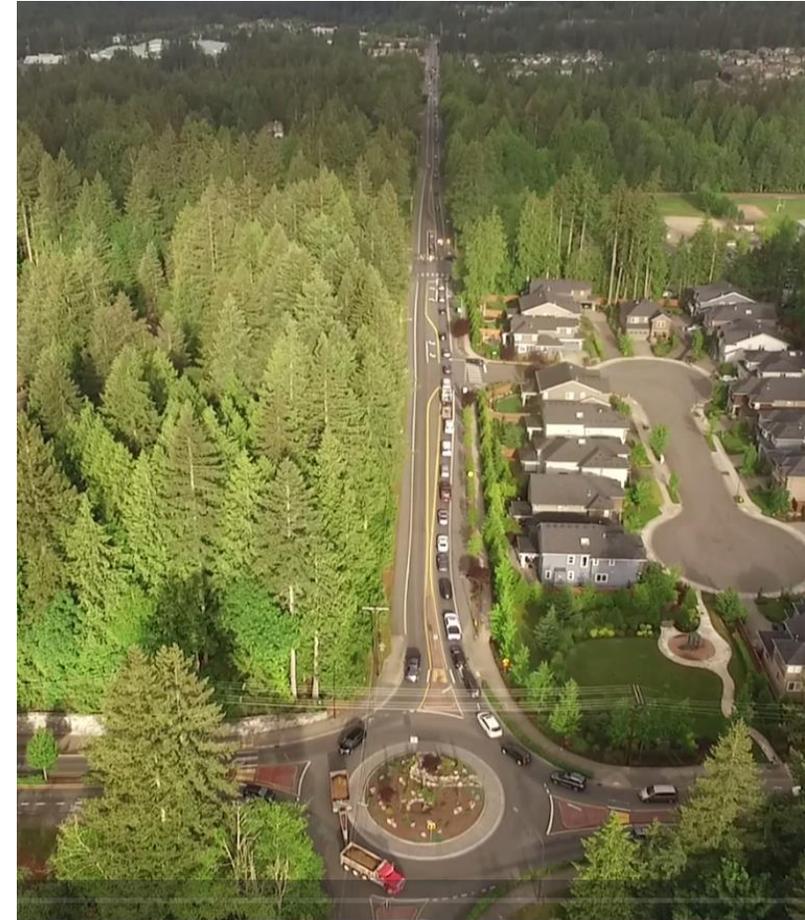
- NE 37th Way & Sahalee Way NE  
7:04-8:29am, May 22, 2018
- 228th Avenue SE & SE 40th Street  
4:49-5:51pm, May 22, 2018
- NE 8th Street & 244th Avenue NE  
7:08-8:05am, May 24, 2018
- ELSP & SE 24th Way  
4:56-5:10pm, May 24, 2018



# Drone Footage

## Key takeaways:

- ✓ Drone footage observes actual behavior in the field and clearly shows transportation challenges.
- ✓ Expensive to collect and subject to technical difficulties (battery life, shadows from trees obscuring the picture, weather).
- ✓ Drone footage is useful for selective purposes, not as routine data collection method.



# Report Back: Failing Intersections by Peak Hour

## 2016 Existing Conditions

No.	Intersection	Delay (sec)/LOS		
		7-8am	8-9am	4:45-5:45pm
3*	Klahanie Dr SE & SE Issaquah Fall City Rd	59/E	93.6/F	120+/F
5	SE 32nd St & 244th Ave SE			37.3/E
7	228th Ave SE & SE 40th St			67.4/F
9*	247th Pl SE & SE Issaquah Fall City Rd (Pacific Cascade MS)	63.8/E		
11	242nd Ave NE & NE 8th St	38.7/D		
32	256th Ave SE/E Beaver Lake Dr SE & Issaquah Beaver Lake Rd	120+/F	32.9/D	32.3/D
35**	Issaquah-Pine Lk Rd & SE 42nd St			51.4/F
36	Issaquah-Pine Lk Rd & 230th Lane SE/231st Lane SE	79.4/F		
37	NE 28th Pl/223rd Ave NE & Sahalee Way NE	120+/F	120+/F	57.3/F

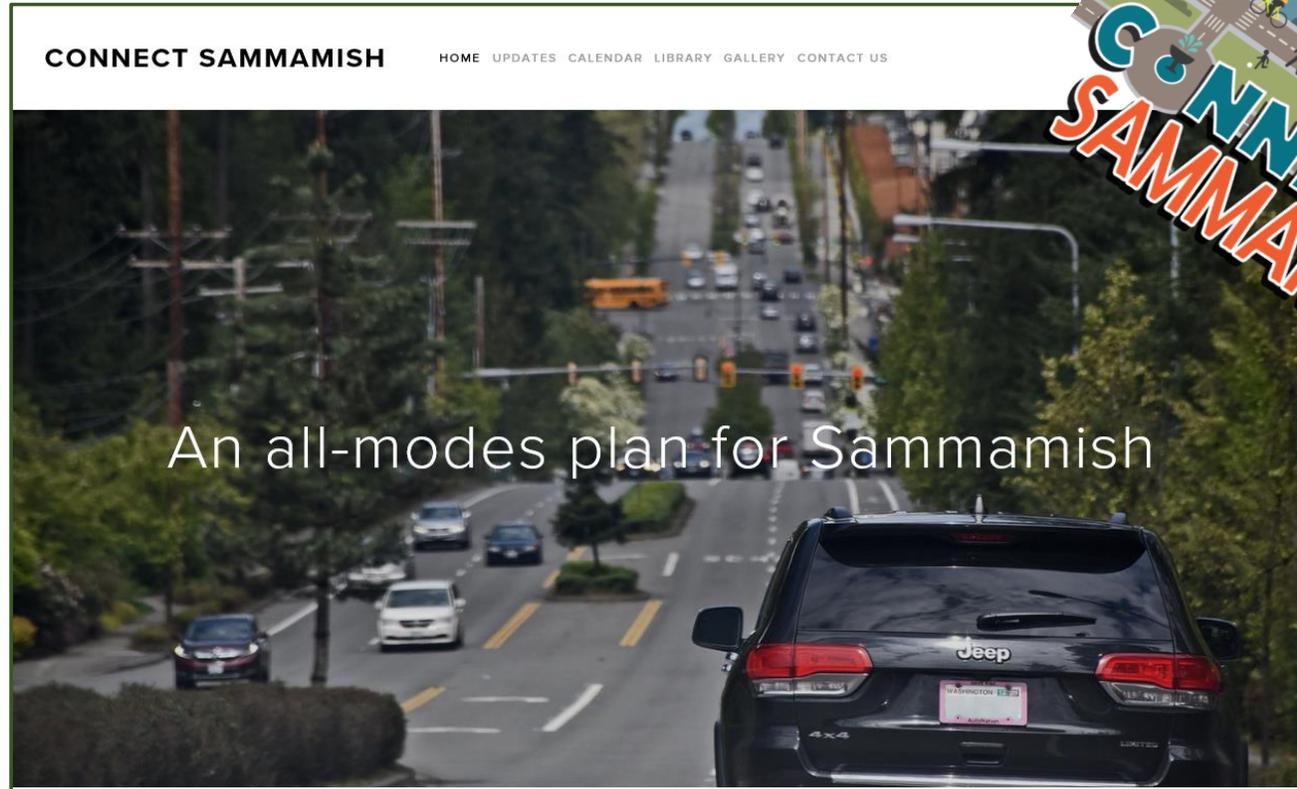
\* Issaquah-Fall City Road Project will construct

\*\* Developer installed temp signal in 2018, improving LOS from F to A.

# Next Steps

Task	Date
CC Mtg: Resolution adopting the 2019-2024 TIP	June 19
PC Public Hearing: Comprehensive Plan Updates and Code Revisions	June 21
CC Public Hearing: Emergency Comprehensive Plan Transportation Element Amendments	July 10
CC Public Hearing: Code Revisions	July 17
Resume work on the TMP	August

# Thank You



[www.sammamish-tmp.com](http://www.sammamish-tmp.com)

**Agenda Bill**  
 City Council Regular Meeting  
 June 19, 2018



<b>SUBJECT:</b>	2019-2024 Six-Year Transportation Improvement Plan (TIP)														
<b>DATE SUBMITTED:</b>	June 12, 2018														
<b>DEPARTMENT:</b>	Public Works														
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational														
<b>RECOMMENDATION:</b>	Hold a Public Hearing for input and adopt the 2019-2024 Transportation Improvement Plan.														
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - 20180619 Draft 2019-2024 TIP</a> <a href="#">2. Exhibit 2 - 2019 TIP Resolution</a>														
<b>BUDGET:</b>	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$0</td> <td><input type="checkbox"/></td> <td>Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>N/A</td> <td><input type="checkbox"/></td> <td>Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input checked="" type="checkbox"/></td> <td>No budgetary impact</td> </tr> </table>			Total dollar amount	\$0	<input type="checkbox"/>	Approved in budget	Fund(s)	N/A	<input type="checkbox"/>	Budget reallocation required			<input checked="" type="checkbox"/>	No budgetary impact
Total dollar amount	\$0	<input type="checkbox"/>	Approved in budget												
Fund(s)	N/A	<input type="checkbox"/>	Budget reallocation required												
		<input checked="" type="checkbox"/>	No budgetary impact												
<b>WORK PLAN FOCUS AREAS:</b>	<table border="0"> <tr> <td><input checked="" type="checkbox"/>  Transportation</td> <td><input type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input type="checkbox"/>  High Performing Government</td> <td><input type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input checked="" type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability				
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<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation														
<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability														

**NEEDED FROM COUNCIL:**  
 Shall the council hold a public hearing for input and adopt the 2019-2024 Transportation Improvement Plan?

**KEY FACTS AND INFORMATION SUMMARY:**  
 Attached is the 2019-2024 Transportation Improvement Plan (TIP) (See Exhibit 1 which highlights edits to the costs since the June 12 Council meeting). All cities are required by state law (RCW Chapter 35.77) to have a Six-Year TIP and to adopt and update it annually. These updates must be pursuant to one or more public hearings, shall be consistent with the City's Comprehensive Plan and shall be adopted by July 1st of each year. The annual TIP must be filed with the Secretary of Transportation no later than 30 days after adoption.

The TIP is a planning document that identifies transportation capital improvement programs and projects the City foresees undertaking over the next six years. The TIP by itself does not authorize projects to move forward, nor does it provide funding for any of the listed projects; for that to occur individual projects must be funded through the City's normal biennial budget process.

### **Background**

State law requires an annual adoption of a six-year TIP. The proposed 2019-2024 TIP includes approximately \$84.3 million in transportation improvement projects and programs. This year's update includes removal of completed projects, updated project costs, inclusion of the failing intersections analyzed under the proposed intersection-only Level of Service (LOS) and concurrency policy, and a high-level revenue section. Since we are in the middle of adopting revised LOS and concurrency policies, but haven't yet updated the Traffic Impact Fee (TIF), the projects shown in the TIP Concurrency Projects section are those that are still designated as such under the current concurrency policy. The City's attorney has advised us that those projects will remain eligible for TIF funds that are collected prior to adoption of the new concurrency policy.

The failing intersections, per the proposed intersection-only LOS, are listed under the "Other Projects" section. Until the TIF is updated later this fall, we won't know how much of those project costs will be TIF-eligible.

The estimated costs for projects that were on last year's TIP (and proposed to remain listed on the 2019-2024 TIP) have been reviewed, updated and rounded to the nearest \$10,000. Notable changes to the TIP include the following:

### **Removed Projects**

- TR-25 - 212th Way SE (Snake Hill) Improvements
  - *Will be completed in 2018.*
- TR-10 - 212th Ave SE Gap Project
  - *Will be completed in 2018.*
- TR-06 - 228th Ave SE: SE 32nd St. to Issaquah-Pine Lake Rd
  - *Project evaluated and recommended to be included in a larger capital project, timing is to be determined.*

### **Revised Costs**

- TR-01 - SE 4th Street: 218th Ave to 228th Ave SE Street
  - *Estimated project cost is \$15.2 Million, an increase of approximately \$2 Million, based on the project bid award, contributions from the storm drainage fund, update of ROW acquisition costs, design contract amendments and estimated construction management.*
- TR-05 - Sahalee Way NE: NE 25th Way to North City Limits
  - *The project is on hold. The estimated project costs, however were updated and reflect a slight reduction in cost. The decrease is due to reduced expenditures in 2017 and fewer actual expenditures through 2018. The funds estimated for 2018-2020 remain the same.*
- TR-07 - Issaquah-Fall City Rd: 242nd Avenue SE to Klahanie Dr SE
  - *Estimated project cost is \$27.2 Million, an increase of approximately \$5 Million, based on the 60% design cost estimate, design changes related to the selection of a bridge*

*section through the sensitive areas, ROW acquisition, design contract amendments and estimated construction management.*

#### Other Projects Section

This section was created in the 2019-2024 TIP to indicate those projects that are new and/or only partially funded at this time. Costs shown are six year totals.

- TR-04 - East Lake Sammamish Parkway SE/SE 24th St: \$3.9 Million
  - *This was on the previous year's TIP but with a different scope.*
- TR-08 - Issaquah-Fall City Rd: Klahanie Dr SE to Issaquah-Beaver Lk Rd (Phase I)
  - *This remains in this section. Estimated project costs have been updated based on information from the Issaquah Fall City Phase I Project, which is currently under design.*
- TR-39 - 256th Ave SE/E Beaver Lake Dr SE/Issaquah Beaver Lake Rd: \$1.55 Million (new project)
- TR-45 - SE 32nd St/244th Ave SE: \$110,000 (new project)
- TR-53 - Sahalee Way/NE 28th Pl/223rd Ave NE: \$1.3 Million (new project)
- TR-54 - 228th Ave SE/SE 40th: \$3.9 Million (new project)
- TR-55 - 242nd Ave NE/NE 8th St: \$880,000 (new project)
- TR-56 - Issaquah-Pine Lake Rd/230th Ln SE/231st Lane SE: \$155,000 (new project)

After the June 12th meeting staff has changed financial inputs into the TIP funding table. Changes include:

- TR-05 - Sahalee Way Project: Reestablishing a future years' expenditure amount on project as it currently is a concurrency project.
- TR-19 - Intelligent Transportation System, Phase 2 Project: Moved \$700,000 from 2020 to 2019. Added \$1.9 Million in 2019 in the "Awarded Grants" line of the revenue table.
- TR-B - Non-motorized Transportation Projects: Removed \$750,000 in program funding in 2019. This is expected to resume after the Transportation Master Plan (TMP) work is completed in 2019.
- TR-07 - Issaquah Fall City Road Ph 1 Project: Added \$1 Million in 2019 in the "Awarded Grants" line of the revenue table since the budget only included \$2.5 Million when it should have been \$3.5 Million. Added anticipated grant revenue from the State Transportation Improvement Board (TIB) in the amount of \$2.5 Million in 2020.
- TR-08 - Issaquah Fall City Road, Phase 2 Project: Added \$1.5 Million grant revenue awarded in 2022 from the State Connecting WA program.

The preliminary funding analysis shows a 2019 beginning fund balance of \$27.9 Million which includes an estimated \$10 Million in restricted TIF fund balance from prior years. The 340 fund shows a cumulative surplus in 2020 of approximately \$3.1 Million, which is projected to become a deficit over the six year term of approximately \$14.8 Million if no other revenue is realized above those that are shown as assumed in the attached.

Staff recommends the Council hold and close the public hearing on the proposed 2019-2024 TIP and move to approve the resolution (Exhibit 2) adopting the TIP on June 19th.

**FINANCIAL IMPACT:**

The 6-year TIP is a planning document and as such does not commit the City to any financial obligations. Council will address the financial impacts when the 2019-2020 budget is approved and funding is appropriated for the various projects listed in the 6-year TIP. Listing a project on the TIP allows it to be eligible for State grant funding.

The Comprehensive Plan Transportation Element provides the following guidance in the event of revenue shortfalls.

**Contingency Plans in the Event of Revenue Shortfall**

Some of the revenue forecasts are for revenues that are very secure, and highly reliable. However, other revenue forecasts are for sources that are volatile, and therefore difficult to predict with confidence, including grants, joint agency funding, the motor vehicle registration fee, general obligation bonds, and mitigation payments (which have not been enacted), and which fluctuate with the amount of new development.

In the event that revenues from one or more of these sources is not forthcoming, the city has several options: add new sources of revenue or increase the amount of revenue from existing sources; require developers to provide such facilities at their own expense; reduce the number of proposed projects; change the Land Use Element to reduce the travel demand generated by development; or change and/or lower the LOS standard.

In addition, the [Comprehensive Plan Transportation Element Policy chapter](#) provides nine financial policies that provide additional direction when prioritizing transportation investments.

There are no financial impacts as a result of approving the 2019-2024 TIP.

**OTHER ALTERNATIVES CONSIDERED:**

Council may choose to not adopt a TIP which likely makes us ineligible for grants and may jeopardize grants that have been awarded. Staff recommends that City Council adopt the TIP at the June 19th meeting.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[City of Sammamish Comprehensive Plan - Transportation Element](#)

- Goals T.1, T.2, T.3, & T.4

**2019-2024 SIX-YEAR TRANSPORTATION CAPITAL IMPROVEMENT PLAN (Fund 340) DRAFT**

Adopted by the City Council: June XX, 2018 (R2018-###)

Costs rounded to nearest \$10,000

		Existing Concurrency Project		Proposed New Concurrency Project		Edits to \$ since 6/12/18 CC meeting					FUND 340 PROJECT COSTS				
Impact Fee Funding %	Impact Fee Eligible	#	PROJECT	2019	2020	2021	2022	2023	2024	6-Year Total	Prior Years	Future Years	Fund 340 Total Costs	Fund 438 Total Costs	Total Project Costs
<b>TIP CONCURRENCY PROJECTS (A)</b>															
83%	Thru 2018	TR-01	SE 4th Street: 218th Ave SE to 228th Ave SE Widen to 3 lanes with bike lanes, curb, gutter and sidewalk.	6,000,000	0	0	0	0	0	6,000,000	8,390,000	0	14,390,000	816,740	15,210,000
50%	Thru 2018	TR-02	Issaquah-Pine Lake Rd: Klahanie Blvd to SE 32nd Widen to 3 lanes with bike lanes, curb, gutter, sidewalk and roundabout.	2,900,000	1,000,000	4,000,000	6,800,000	0	0	14,700,000	500,000	0	15,200,000	640,000	15,840,000
36%	Thru 2018	TR-03	Issaquah-Pine Lake Rd: SE 48th St to Klahanie Blvd Widen to 5 lanes with bike lanes, curb, gutter and sidewalk	0	0	0	0	0	0	0	0	21,710,000	21,710,000	690,000	22,400,000
48%	Continued eligibility	TR-04	East Lake Sammamish Parkway SE / SE 24th St Intersection Add turn pocket and acceleration lane on ELSP, separate turn lanes on SE 24th.	0	0	500,000	3,340,000	0	0	3,840,000	0	0	3,840,000	60,000	3,900,000
87%	Thru 2018	TR-05	Sahalee Way NE: NE 25th Way to North City Limits Widen to 3 lanes with bike lanes, curb, gutter and sidewalk.	0	0	0	0	0	0	0	360,000	15,040,000	15,400,000	490,000	15,890,000
Not in TIF	Thru 2018	TR-34	228th Avenue SE & SE 8th Street Intersection Improve intersection LOS by widening/adding lanes or installing a 2-lane roundabout. Engineering analysis to be performed and will include the 228th Avenue SE & SE 4th Street Intersection (TR-33) and the 228th Ave SE & SE 10th Intersection.	250,000	250,000	0	0	0	0	500,000	0	4,100,000	4,600,000	0	4,600,000
<b>(A) SUBTOTAL TIP CONCURRENCY PROJECTS</b>				<b>9,150,000</b>	<b>1,250,000</b>	<b>4,500,000</b>	<b>10,140,000</b>	<b>0</b>	<b>0</b>	<b>25,040,000</b>	<b>9,250,000</b>	<b>40,850,000</b>	<b>75,140,000</b>	<b>2,696,740</b>	<b>77,840,000</b>
<b>TIP GENERAL TRANSPORTATION PROJECTS (B1)</b>															
Not in TIF	In 2019	TR-07	Issaquah-Fall City Rd: 242nd Avenue SE to Klahanie Dr SE (Phase 1) Widen to 5 lanes with bike lanes, curb, gutter and sidewalk. Project will construct TR-51 (NEW), TR-52 (NEW), and TR-39 (NEW) temp roundabout,	13,000,000	10,300,000	0	0	0	0	23,300,000	3,330,000	0	26,600,000	640,000	27,240,000
Not in TIF	In 2019	TR-51 (INTX)	SE Issaquah Fall City Rd/247th Pl SE Construct roundabout as part of TR-07.	Costs incl in TR-07		0	0	0	0	0	0	0	0	0	0
Not in TIF	In 2019	TR-52 (INTX)	SE Issaquah Fall City Rd/Klahanie Dr S Construct roundabout as part of TR-07.	Costs incl in TR-08		0	0	0	0	0	0	0	0	0	0
		TR-20	SE 14th Street Extension: Lawson Park Plat to 248th Ave SE Construct 2 lane interim roadway connection with walking path on north side of street	0	0	200,000	0	0	0	200,000	40,000	0	240,000	40,000	280,000
		TR-19	Intelligent Transportation System (ITS) Phase 2 - 228th Ave/Sahalee Way ITS project from NE 12th St to SR 202, connect to WSDOT & Redmond traffic monitoring systems.	2,000,000	0	0	0	0	0	2,000,000	950,000	0	3,000,000	0	3,000,000

Impact Fee Funding %	Impact Fee Eligible	#	PROJECT	2019	2020	2021	2022	2023	2024	6-Year Total	Prior Years	Future Years	Fund 340 Total Costs	Fund 438 Total Costs	Total Project Costs
		TR-18	SE 8th Street/218th Avenue SE: 212th Avenue SE to SE 4th Street Analyze capacity and safety improvements needed along this roadway to accommodate increased traffic volumes and pedestrian use.	250,000	0	0	0	0	0	250,000	0	13,270,000	13,520,000	1,500,000	15,020,000
		TR-42	218th Avenue SE/216th Avenue SE: SE 4th Street to Inglewood Hill Road NE Analysis Analyze capacity and safety improvements needed along this roadway to accommodate increased traffic volumes and pedestrian use.	250,000	0	0	0	0	0	250,000	0	6,000,000	6,300,000	1,000,000	7,300,000
<b>(B1) SUBTOTAL TIP GENERAL TRANSPORTATION PROJE</b>				<b>15,500,000</b>	<b>10,300,000</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,000,000</b>	<b>4,420,000</b>	<b>19,270,000</b>	<b>49,660,000</b>	<b>3,180,000</b>	<b>52,940,000</b>
<b>OTHER PROJECTS (B2)</b>															
Not in TIF		TR-08	Issaquah-Fall City Rd: Klahanie Dr SE to Issaquah-Beaver Lk Rd (Phase 2) Widen to 3 lanes with bike lanes, curb, gutter and sidewalk	500,000	1,000,000	1,500,000	7,000,000	7,000,000	0	17,000,000	0	0	17,000,000	0	17,000,000
	In 2019	TR-39 (NEW)	256th Ave SE/E Beaver Lake Dr SE/Issaquah Beaver Lake Rd Construct roundabout	X (Construct temp RAB)			1,550,000			1,550,000	0	0	1,550,000	0	1,550,000
	In 2019	TR-45 (NEW)	SE 32nd St/244th Ave SE Intersection Improvement - Install all-way stop control	110,000						110,000	0	0	110,000	0	110,000
	In 2019	TR-53 (NEW)	Sahalee Way/NE 28th Pl/223rd Ave NE Install signal		230,000	1,080,000				1,310,000	0	0	1,300,000	0	1,300,000
	In 2019	TR-54 (NEW)	228th Ave/SE 40th Create center turn lane on 228th, modify median on SE 40th			140,000	670,000			810,000	0	0	800,000	0	800,000
	In 2019	TR-55 (NEW)	242nd Ave NE/NE 8th St Add westbound right turn pocket, widen NE 8th					250,000	630,000	880,000	0	0	880,000	0	880,000
	In 2019	TR-56 (NEW)	Issaquah-Pine Lake Rd/230th Ln SE/231st Lane SE Rechannelize/restripe 230th Ln & 231st Ln, extend WB left turn pocket on IPLR					120,000		120,000	0	0	120,000	0	120,000
<b>(B2) SUBTOTAL OTHER PROJECTS</b>				<b>610,000</b>	<b>1,230,000</b>	<b>2,720,000</b>	<b>9,220,000</b>	<b>7,370,000</b>	<b>630,000</b>	<b>21,780,000</b>	<b>0</b>	<b>0</b>	<b>21,760,000</b>	<b>0</b>	<b>21,760,000</b>
<b>(C) TOTAL TIP PROJECTS (A+B1+B2)</b>				<b>25,260,000</b>	<b>12,780,000</b>	<b>7,420,000</b>	<b>19,360,000</b>	<b>7,370,000</b>	<b>630,000</b>	<b>72,820,000</b>	<b>13,670,000</b>	<b>60,120,000</b>	<b>146,560,000</b>	<b>5,876,740</b>	<b>152,540,000</b>

Impact Fee Funding %	Impact Fee Eligible	#	PROJECT	2019	2020	2021	2022	2023	2024	6-Year Total	Prior Years	Future Years	Fund 340 Total Costs	Fund 438 Total Costs	Total Project Costs
<b>OTHER TIP PROGRAMS</b>															
		TR-A	<b>Public Works Trust Fund Loan Repayment</b> 228th Ave NE Improvements	540,000	540,000	536,000	0	0	0	1,620,000	8,390,000	0	10,010,000	0	10,010,000
		TR-B	<b>Non-motorized Transportation Projects</b> Sidewalks, trails, bikeways and paths, etc.	0	750,000	750,000	750,000	750,000	750,000	3,750,000			3,750,000	750,000	4,500,000
		TR-C	<b>Sidewalk Projects</b> Various sidewalk projects, includes gap projects, extensions, safety improvements.	160,000	160,000	160,000	160,000	160,000	160,000	960,000			960,000	150,000	1,110,000
		TR-D	<b>Intersection and Safety Improvements</b> Intersection/other safety improvements, including channelization, signing, signalization, and/or other traffic control devices.	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000			1,200,000	150,000	1,350,000
		TR-E	<b>Neighborhood CIP</b>	100,000	100,000	100,000	100,000	100,000	100,000	600,000			600,000	90,000	690,000
		TR-F	<b>Street Lighting Program</b>	15,000	15,000	15,000	15,000	15,000	15,000	90,000			90,000	0	90,000
		TR-G	<b>School Zone Safety Improvements</b>	50,000	50,000	50,000	50,000	50,000	50,000	300,000			300,000	0	300,000
		TR-H	<b>Capital Contingency Reserve Placeholder</b>	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000			3,000,000	0	3,000,000
		<b>(D) SUBTOTAL OTHER TIP PROGRAMS</b>		<b>1,570,000</b>	<b>2,320,000</b>	<b>2,310,000</b>	<b>1,780,000</b>	<b>1,780,000</b>	<b>1,780,000</b>	<b>11,520,000</b>	<b>8,390,000</b>	<b>0</b>	<b>19,910,000</b>	<b>1,140,000</b>	<b>21,050,000</b>
										11,520,000					
		<b>(E) TOTAL TIP EXPENDITURES (C+D)</b>		<b>26,830,000</b>	<b>15,100,000</b>	<b>9,730,000</b>	<b>21,140,000</b>	<b>9,150,000</b>	<b>2,410,000</b>	<b>84,340,000</b>	<b>22,060,000</b>	<b>60,120,000</b>	<b>166,470,000</b>	<b>7,016,740</b>	<b>173,590,000</b>

TIP Funding Source	6 Year Projection						6-year Total
	2019	2020	2021	2022	2023	2024	
Estimated 2019 Beginning Fund Balance*	\$ 27,920,000						\$ 27,920,000
Real Estate Excise Tax (REET)	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	18,000,000
Impact Fees	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	16,500,000
Interest	200,000	30,000	-	-	-	-	230,000
Awarded Grants	2,905,000	-		1,500,000			
Anticipated Grants**		2,500,000					2,500,000
<b>Total</b>	<b>\$ 36,780,000</b>	<b>\$ 8,280,000</b>	<b>\$ 5,750,000</b>	<b>\$ 7,250,000</b>	<b>\$ 5,750,000</b>	<b>\$ 5,750,000</b>	<b>\$ 69,560,000</b>

No cash available to earn interest in 2021-2024  
\$1.9M: TR-19 ITS Ph 2, \$1M TR-08 IFCR Ph 2  
TR-07 IFCR Ph 1

<b>Annual cash flow surplus or deficit</b>	\$ 9,950,000	\$ (6,820,000)	\$ (3,980,000)	\$ (13,890,000)	\$ (3,400,000)	\$ 3,340,000
<b>Cumulative cash flow surplus or deficit</b>	\$ 9,950,000	\$ 3,130,000	\$ (850,000)	\$ (14,740,000)	\$ (18,140,000)	\$ (14,800,000)

\*Includes an estimated \$10 million restricted impact fee balance from prior years.  
\*\*Other funding sources that could reasonably be expected acquire including Grants (TIB, PSRC, etc.), Loans, Bonded Debt, and available resources from the General Fund.

Funding Source	Detailed 2019 Beginning Fund Balance Estimate	
2018 Beginning Fund Balance	\$26,950,000	
2018 Projected Revenues:		
REET	3,000,000	Budget is \$2,450,000. Average 2015-2017 = \$3,180,816. 2018 thru April = \$1,011,066
Impact Fees	2,750,000	Budget is \$5,000,000. Average 2015-2017 = \$3,003,732. 2018 thru April = \$846,607
SEPA Mitigation Fees	1,250,000	
Grants (Officially Received)	6,500,000	TIB for SE 4th (\$4M) & Connecting WA for Issaquah Fall City Road, Ph. 1 (\$2.5M)
Interest	200,000	Budget is \$30,000. Interest through April calculated at \$86,000.
Transfer from General Fund	3,150,000	
Estimated Expenditures	(15,880,000)	Per Public Works Director
Projected 2018 Ending Fund Balance	\$27,920,000	

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2018\_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ADOPTING AN UPDATED SIX-YEAR  
TRANSPORTATION IMPROVEMENT PLAN FOR 2019-2024**

WHEREAS, state law requires the legislative body of each city to prepare and adopt a comprehensive transportation improvement plan for the ensuing six years; and

WHEREAS, the purpose of such plan is to ensure that each city shall have plans looking to the future, for not less than six years, as a guide in carrying out a coordinated transportation program; and

WHEREAS, if a city has adopted a comprehensive plan, state law provides that the transportation improvement plan shall be consistent with the comprehensive plan; and

WHEREAS, the adoption of a transportation improvement plan will allow the City to coordinate planning efforts, mitigate certain transportation impacts, and pursue grant funding for transportation projects; and

WHEREAS, the updated plan is consistent with recent changes to RCW 35.77.010 and incorporates urban planning approaches that promote physical activity and non-motorized and transit oriented projects; and

WHEREAS, the City Council has conducted a public hearing to receive comments on the proposed plan; and

WHEREAS, the City is undertaking development of a Transportation Master Plan that will derive projects and programs that will help prioritize the City's longterm investments in its transportation system;

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

Section 1. Adoption of Transportation Improvement Plan. The City hereby adopts the Six-Year Transportation Improvement Plan, 2019 - 2024, attached hereto as Exhibit "A" and incorporated herein by 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.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF JUNE, 2018.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor, Christie Malchow

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Resolution No.: R2018-\_\_\_\_\_

**Agenda Bill**  
 City Council Regular Meeting  
 June 19, 2018



<b>SUBJECT:</b>	A Public Hearing to consider an Ordinance amending the Sammamish Municipal Code to update sign regulations.														
<b>DATE SUBMITTED:</b>	June 12, 2018														
<b>DEPARTMENT:</b>	Community Development														
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational														
<b>RECOMMENDATION:</b>	Complete Public Hearing and adopt Ordinance amending Sammamish Municipal Code 21A.15, 21A.45, 21B.15, 21B.45 and 23.10.														
<b>EXHIBITS:</b>	<a href="#">Exhibit 1- Sign Code Ordinance</a> <a href="#">Exhibit 2 - Summary of Proposed Sign Code Changes</a> <a href="#">Exhibit 3 - Planning Commission Recommendation Letter</a> <a href="#">Exhibit 4 - Sign Code Presentation</a>														
<b>BUDGET:</b>	<table border="0"> <tr> <td>Total dollar amount</td> <td>N/A</td> <td><input type="checkbox"/></td> <td><b>Approved in budget</b></td> </tr> <tr> <td>Fund(s)</td> <td>N/A</td> <td><input type="checkbox"/></td> <td><b>Budget reallocation required</b></td> </tr> <tr> <td></td> <td></td> <td><input checked="" type="checkbox"/></td> <td><b>No budgetary impact</b></td> </tr> </table>			Total dollar amount	N/A	<input type="checkbox"/>	<b>Approved in budget</b>	Fund(s)	N/A	<input type="checkbox"/>	<b>Budget reallocation required</b>			<input checked="" type="checkbox"/>	<b>No budgetary impact</b>
Total dollar amount	N/A	<input type="checkbox"/>	<b>Approved in budget</b>												
Fund(s)	N/A	<input type="checkbox"/>	<b>Budget reallocation required</b>												
		<input checked="" type="checkbox"/>	<b>No budgetary impact</b>												
<b>WORK PLAN FOCUS AREAS:</b>	<table border="0"> <tr> <td><input type="checkbox"/>  Transportation</td> <td><input type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input checked="" type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input type="checkbox"/>  High Performing Government</td> <td><input type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability				
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<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability														

**NEEDED FROM COUNCIL:**  
 Shall the City Council adopt an Ordinance to update sign regulations?

**KEY FACTS AND INFORMATION SUMMARY:**  
**SUMMARY STATEMENT**

In May 2017, the City Council adopted amendments to the City of Sammamish’s sign code (Ordinance O2017-436). The primary purpose of the amendments was to bring the City’s sign regulations into compliance with the 2015 decision in the case of Reed v. Town of Gilbert, in which the United States

Supreme Court struck down the Town of Gilbert, Arizona's content-based sign regulations as unconstitutional. A "content-based" sign regulation is any regulation that sets rules for non-commercial signs based on their content rather than their location or size (for example, treating political signs differently than community event signs). Sammamish's sign code, like many cities', contained numerous content-based regulations similar to those determined to be unconstitutional in the case. The City took the opportunity to strengthen other portions of its sign code as part of this Reed v. Gilbert compliance effort, including amendments focused on eliminating redundancies, contradictions, and anachronisms in the sign code, as well as making the code more user-friendly for staff, the public, and the City's code enforcement team.

#### **BACKGROUND**

Since the passage of Ordinance O2017-436, staff have been implementing the new regulations through permitting and enforcement. During this time, staff have become aware of minor issues with the sign code which required further consideration by the Planning Commission and City Council. These issues are non-substantive amendments, and include clarifying definitions and categories, reconciling inconsistencies across different regulations, adding height limits to certain permanent sign types to make them consistent with other regulations, and limiting signs associated with open houses.

In addition, City Council expressed a desire to directly address electronic reader board components to existing and new signs. Electronic reader board components (ERB) were previously allowed under a pilot program that ran from 2009-2014. Under this pilot program, schools on the east side of 228th Ave between SE 13th Way and NE 8th Street (which included Eastlake High School, Eastside Catholic, and Skyline High School) were allowed to install an electronic reader board of up to 32 square feet in area, with limits on operating hours and safety-related restrictions on letter height and message displays. By the time the pilot program expired in 2014, Eastlake High School and Skyline High School had installed electronic reader board signs. During the process of adopting sign code amendments in 2017, representatives from commercial properties in Town Center and other schools expressed an interest in installing electronic reader boards. At that time, the City Council determined that the creation of new regulations for electronic reader boards was outside of the scope for the 2017 sign code update, but directed staff to review and propose new regulations for electronic reader boards in 2018.

During the Planning Commission's recent consideration of this topic, staff presented three content-neutral regulatory frameworks for implementing a permanent ERB program, informally referred to as the "Broad ERB," "Limited ERB," and "No ERB" options. These options would only affect Chapter 21A.45 of the Sammamish Municipal Code, and would not apply to the Town Center subarea. Under the "Broad ERB" option, which was staff's original proposal, ERBs would be allowed to take up 40-60% of the total sign area of any otherwise permitted freestanding signs (including monument or pole signs) in CB, NB, and O-Zones, and in Residential Zones on property with public agency facilities or properties with nonresidential use such as a school or religious institution, with restrictions on size of sign, size of message, message frequency, and operating hours. Under the "Limited ERB" option, ERBs would be allowed to be installed as up to 60% of the total sign area of otherwise permitted monument signs on property adjacent to principal arterial roads, provided that the top of the ERB component is not higher than 12 feet above the base of the sign. Under the "No ERB" option, no ERBs would be allowed. Under both the "Limited ERB" and "No ERB" options, the Time and Temperature and Changing Message Center sign categories would be eliminated.

**CONCLUSION**

The Planning Commission recommends that City Council adopt the "No ERB" option, along with numerous non-substantive amendments referenced above.

**OTHER ALTERNATIVES CONSIDERED:**

As detailed in Exhibit 3, the Planning Commission considered "Broad ERB" and "Limited ERB" options in addition to the recommend "No ERB" option.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

City Council Priority - Community Livability

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2018-**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, AMENDING CHAPTERS 21A.15, 21A.45, 21B.15,  
21B.45 AND 23.10 OF THE SAMMAMISH MUNICIPAL CODE  
PERTAINING TO PERMANENT AND TEMPORARY SIGNS  
AND ENFORCEMENT**

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, Title 21B, which regulates land use in Town Center, and Title 23, which regulates Civil Compliance; 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 for non-commercial signage are subject to strict scrutiny and are generally unconstitutional restrictions of free speech; and

WHEREAS, in 2017, the City Council adopted Ordinance O2017-436 to bring Chapters 21A.15, 21A.45, 21B.15, and 21B.45 of the Sammamish Municipal Code into compliance with the findings of Reed v. Town of Gilbert, Arizona; and

WHEREAS, Ordinance O2017-436 included the removal of the expired Electronic Reader Board Pilot Program that allowed schools 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 228<sup>th</sup> Avenue NE, to install one freestanding electronic reader board sign; and

WHEREAS, concurrent with the adoption of O2017-436, City Council directed staff to develop a subsequent proposal to address the installation of additional electronic reader boards in the City; and

WHEREAS, Chapters 21A.15, 21A.45, 21B.15, and 21B.45 SMC also contain several regulations that are duplicative, have expired, or are difficult for the public to understand and for the City to enforce; and

WHEREAS, Chapter 23.10 SMC erroneously omitted SMC Title 21B (Town Center) from its scope of enforcement, including for sign-related infractions pursuant to SMC 21B.45.170; and

WHEREAS, the Planning Commission considered proposed amendments to Chapters 21A.15, 21A.45, 21B.15, 21B.45 and 23.10 SMC during work sessions held on March 1, 2018 and March 15, 2018; and

WHEREAS, on April 19, 2018, 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 6, 2018, 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 June 5, 2018, 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, 21B.45 and 23.10 SMC during a work session held on June 12, 2018; and

WHEREAS, on June 19, 2018, 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- and viewpoint-neutral manner while allowing for the freedom of expression;

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

**Section 1. Chapters 21A.15, 21A.45, 21B.15, 21B.45 and 23.10 SMC Amended.** Chapters 21A.15 ("Technical Terms and Land Use Definitions"), 21A.45 ("Development Standards – Signs"), 21B.15 ("Technical Terms and Land Use Definitions, 21B.45 ("Signage"), and 23.10 ("Purpose and Scope") of the Sammamish Municipal Code 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 19<sup>th</sup> DAY OF JUNE 2018.**

CITY OF SAMMAMISH

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Mayor Christie Malchow

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Ordinance No: O2018-

**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 end. (Ord. O2017-436 § 1 (Att. A))

**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. (Ord. O2017-436 § 1 (Att. A))

**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. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)

**21A.15.1086 Sign, A-frame.**

"Sign, A-frame" means a freestanding, two-panel, foldable, portable temporary sign made of rigid material. (Ord. O2017-436 § 1 (Att. A))

**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. O2017-436 § 1 (Att. A); 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. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)~~

**21A.15.1097 Sign, commercial.**

"Sign, commercial" means a sign erected for a business transaction or advertising the exchange of goods and services. (Ord. O2017-436 § 1 (Att. A))

**21A.15.1100 Sign, community bulletin board.**

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*Repealed by Ord. O2017-436. (Ord. O2004-153 § 1; Ord. O2003-132 § 10)*

**21A.15.1101 Sign, community event.**

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*Repealed by Ord. O2017-436. (Ord. O2005-180 § 1)*

**21A.15.1105 Sign, directional.**

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“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. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)

**21A.15.1110 Sign, freestanding.**

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“Sign, freestanding” means a permanent sign fixed directly to the ground, or having one or more supports fixed directly to the ground, and being detached from any building or fence. (Ord. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)

**21A.15.1115 Sign, fuel price.**

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“Sign, fuel price” means a manually or electronically controlled sign utilized to advertise the price of gasoline and/or diesel fuel. (Ord. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)

**21A.15.1117 Sign, fundraising.**

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*Repealed by Ord. O2017-436. (Ord. O2011-305 § 1 (Att. A))*

**21A.15.1120 Sign, incidental.**

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“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. O2017-436 § 1 (Att. A); 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. O2017-436 § 1 (Att. A); 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. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)

**21A.15.1131 Sign, noncommercial.**

“Sign, noncommercial” 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. (Ord. O2017-436 § 1 (Att. A))

**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. O2017-436 § 1 (Att. A); 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. O2017-436 § 1 (Att. A); 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. (Ord. O2017-436 § 1 (Att. A))

**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. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)

**21A.15.1146 Sign, pole.**

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“Sign, pole” means a freestanding sign having one or more supports standing directly upon the ground, and being detached from any building or fence. (Ord. O2017-436 § 1 (Att. A))

**21A.15.1148 Sign, political.**

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*Repealed by Ord. O2017-436.* (Ord. O2005-180 § 1)

**21A.15.1150 Sign, portable.**

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“Sign, portable” means a sign that is capable of being moved and is not permanently affixed to the ground, a structure, or building. (Ord. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)

**21A.15.1155 Sign, projecting.**

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“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. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)

**21A.15.1159 Sign, temporary.**

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“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-limited~~ period of time only. (Ord. O2017-436 § 1 (Att. A))

**~~21A.15.1160 Sign, time and temperature.~~**

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~~“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. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)~~

**21A.15.1165 Sign, wall.**

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“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. (Ord. O2017-436 § 1 (Att. A); Ord. O2003-132 § 10)

**21A.15.1166 Sign, window.**

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“Sign, window” means any sign applied to or mounted on a window. (Ord. O2017-436 § 1 (Att. A))

## Chapter 21A.45 SIGNAGE

### **21A.45.010 Purpose.**

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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) 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 Sammamish; and
- (3) Ensuring a safe driving environment; and
- (4) Recognizing and protecting the use of the public right-of-way as a forum for noncommercial 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. (Ord. O2017-436 § 1 (Att. A))

### **21A.45.020 Permit requirements.**

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- (1) Except as otherwise provided in this chapter, no sign shall be erected, altered, or relocated within the City without a permit issued by the City.
- (2) No 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. O2017-436 § 1 (Att. A))

### **21A.45.030 Exempt signs.**

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The following signs or displays are exempted from the permitting requirements of this chapter, but shall conform to the other requirements set out in this chapter:

- (1) Historic plaques, gravestones, and address numbers;
- (2) Official or legal notices issued and posted by any public agency or court; or
- (3) Traffic control signs established by the Manual on Uniform Traffic Control Devices (MUTCD) or authorized by City of Sammamish department of public works;
- (4) Plaques, tablets, or inscriptions which are an integral part of the building structure or are attached flat to the face of the building, which are nonilluminated, and which do not exceed four square feet in surface area;
- (5) Incidental signs, which shall not exceed two square feet in surface area; provided, that said size limitation shall not apply to signs when established and maintained by a public agency;
- (6) Government flags; and
- (7) Nonverbal religious symbols attached to a place of worship. (Ord. O2017-436 § 1 (Att. A))

#### **21A.45.040 Prohibited signs.**

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- (1) Portable signs including, but not limited to, sandwich/A-frame signs and mobile readerboard signs, and excluding signs permitted under SMC [21A.45.070](#);
- (2) 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) 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.45.070](#) be located within travel lanes or sidewalks, or be attached to traffic control signs, utility or signal poles;
- (4) 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.45.070](#) as temporary commercial displays; and
- ~~(5) Changing message center signs, where the message changes more frequently than every three minutes;~~  
~~and~~

~~(56)~~ Billboards. (Ord. O2017-436 § 1 (Att. A))

**21A.45.050 Sign area calculation.**

(1) 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.

(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 front surface area of the cabinet.

(4) Sign area for temporary signs shall include all portions of the sign attached to the primary supporting structure of the sign, including material additions to the sign. (Ord. O2017-436 § 1 (Att. A))

**21A.45.060 Permanent signs.**

(1) 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)
	<b>Freestanding Signs <del>(3)</del></b>			
Quantity <del>(43)</del>	X <del>(54)</del>	One per street frontage <del>(65)</del> (18)		One per street frontage <u>(18)</u>

	Residential Zone	Community Business Zone (1)(2)	Neighborhood Business Zone (1)(2)	Office Zone (1)(2)
Maximum Sign Area	N/A	85 square feet, + 20 square feet for each additional business in a multiple tenant structure up to 145 square feet	50 square feet	
Combined Sign Area Limit for Lots with Multiple Freestanding Signs (76)	N/A	250 square feet	150 square feet	80 square feet
Maximum Height	N/A	20 feet	15 feet	
<b>Home Business Signs (87)</b>				
Quantity	One	N/A		
Maximum Sign Area	6 square feet	N/A		
<b>Permanent Residential Development Identification Signs</b>				
Quantity	Two one-sided signs or one two-sided sign per major entrance (18)	Two one-sided signs or one two-sided sign per major entrance (98)		
Maximum Sign Area	32 square feet per sign <del>32 square feet per sign</del>			
Maximum Sign Height	8 feet per sign (109)	<del>N/A 8 feet per sign</del>		
<b>Projecting or Awning Signs Mounted on the Sloping Portion of Roofs (1410)</b>				
Quantity (1211)	X	One allowed in lieu of wall sign		
Maximum Sign Area	N/A	No greater than 15 percent of building facade	No greater than 10 percent of building facade	
Minimum Clearance above Finished Grade (1312)	N/A	8 feet		

	Residential Zone	Community Business Zone (1)(2)	Neighborhood Business Zone (1)(2)	Office Zone (1)(2)
Maximum Projection, Perpendicular from Supporting Building Facade	N/A	6 feet		
<b>Signs on Property with Public Agency Facilities (4413)</b>				
Quantity	Two per facility	X		
Maximum Sign Area	30 square feet	N/A		
Maximum Height	6 feet	N/A		
<b>Sign on Residentially Zoned Property with Nonresidential Use (4514)</b>				
Quantity	One	X		
Maximum Sign Area	25 square feet	N/A		
Maximum Height	6 feet	N/A		
<b>Wall Signs</b>				
Maximum Sign Area (4615)	N/A (4716)	15 percent of building facade	10 percent of building facade	10 percent of building facade (4817)

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 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.

2. Fuel price signs shall not be included in sign area or 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 temperature signs may be wall or freestanding signs, and shall not exceed the size permitted for wall or freestanding signs.~~

~~43.~~ Corner lots with a street frontage of less than 100 feet on each street shall be permitted only one freestanding sign.

~~54.~~ 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.

~~65.~~ Multiple tenant developments in the CB and NB zone 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.

~~76.~~ On lots where more than one freestanding sign is permitted, the sign area permitted for individual freestanding signs may be combined.

~~87.~~ Home business signs may be wall signs, ~~freestanding-monument~~ signs, or A-frame signs.

~~98.~~ Permanent residential identification signs are only allowed in the NB, CB, and O zones as part of a mixed-use development.

~~109.~~ Applicable only to ~~freestanding-monument~~ signs.

~~110.~~ 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.

~~121.~~ Maximum height for awning signs shall not extend above the height of the awning upon which the awning sign is located.

~~132.~~ Maximum height for projecting signs shall not extend above the highest exterior wall upon which the projecting sign is located.

~~143.~~ See SMC [21A.15.915](#) for a list of permitted public agencies.

~~154.~~ Nonresidential uses of residential property as outlined in Chapter [21A.20](#) SMC.

~~165.~~ 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.

~~17.16~~. Wall signs are allowed in Residential zones to identify public agency facilities, home businesses, and other nonresidential uses, subject to the regulations listed in this table.

~~17.17~~. Only on building facades with street frontage.

18. Permanent Residential Development Identification Signs in residential zones may only be monument signs.

(2) Illumination of Permanent Signs. The table below outlines the regulations for illumination of permanent signs in the City of Sammamish. Temporary signs, governed by SMC [21A.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 WAC [296-46-910](#).

**KEY**

P – Permitted, pursuant to permit issued by City

X – Prohibited

	R Zone	CB Zone	NB Zone	O Zone
Internal Illumination (1)	X	P		
Indirect Illumination (1)(2)	P			

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.

(Ord. O2017-436 § 1 (Att. A))

**21A.45.070 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 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 and the amenity zone along the outside turning edge of a roundabout, traffic circles, or islands. Temporary signs shall not be illuminated.

(1) Noncommercial Temporary Signs. No sign permit is required to post a noncommercial 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. Noncommercial temporary signs not conforming to the regulations of this section may be approved through a right-of-way permit.

(a) On roads that only have a shoulder and do not have a sidewalk, noncommercial 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.

(b) Noncommercial temporary signs shall not be placed in a manner that negatively affects the health of trees, shrubs, or other landscaping.

	<b>Noncommercial Temporary Sign Type I – Placed in Public Right-of-Way (Non-A-Frame)</b>	<b>Noncommercial Temporary Sign Type II – Placed in Public Right-of-Way (A-Frame)</b>	<b>Noncommercial Temporary Sign Type III – Private Property (All Sign Types) (1)</b>
Size Limit	4 square feet	6 square feet	32 square feet
Height Limit	3 feet above grade	3.5 feet	8 feet
Duration	180 consecutive days per calendar year	5 consecutive days	180 consecutive days per calendar year

Development Conditions

1. Placement of off-premises noncommercial temporary signs on private property is subject to the landowner's authorization.

(2) Temporary Commercial Displays. Signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to 30 consecutive days once each calendar year at businesses located in Sammamish in the CB, NB, or O zones. Temporary commercial displays shall meet the placement and dimensional standards for the sign type utilized.

(3) Signs Located on Property with Active Construction.

(a) One nonilluminated, double-faced sign is permitted for each public street upon which the project fronts;

(b) 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

(c) Signs must be removed by the date of first occupancy of the premises or one year after placement of the sign, whichever occurs first.

(4) Signs Associated with Properties for Sale or Rent.

	<b>Signs Located On Property with Individual Unit for Sale or Rent</b>
Sign Quantity	One per public or private street frontage
Permitted Location	Public or private 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 square feet
Maximum Height	6 feet
	<b>Signs Located Off-Site of Property with Individual Unit for Sale or Rent (1)</b>
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	6 square feet
	<b>Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)</b>
<u>Sign Quantity</u>	<u>4 per open house</u>
Maximum Sign Area	6 square feet
Maximum Height	42 inches
	<b>Signs on Property with Commercial or Industrial Property for Sale or Rent</b>
Sign Quantity	One
Permitted Location	Public or private street frontage
Maximum Sign Area	32 square feet
Maximum Height	12 feet
	<b>Signs on Newly Constructed Residential Developments for Sale</b>
Sign Quantity	One
Permitted Location	Public or private street frontage
Maximum Sign Area	32 square feet
Maximum Height	12 feet
	<b>Directional Signs Located Off-site of Newly Constructed Residential Developments for Sale</b>
Sign Quantity	Two
Permitted Location	Private property (with permission); public right-of-way
Maximum Sign Area	16 square feet

Maximum Height	6 feet
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Development Conditions.

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.
3. Such signs shall be permitted only when the agent or seller is in attendance at the property for sale or rent.

(Ord. O2017-436 § 1 (Att. A))

**21A.45.080 Legal nonconforming 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. (Ord. O2017-436 § 1 (Att. A))

**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. (Ord. O2017-436 § 1 (Att. A))

#### **21A.45.100 Enforcement.**

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(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 [16.05.070](#) 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 pursuant to SMC [21A.45.070](#), 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 14 days' notice to the underlying property owner or business owner that the sign is deemed abandoned.

(5) Disposal of Signs. When a sign has been removed by the City as authorized by this section, the City shall take the following actions:

(a) 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](#).

(b) For signs with a fair market value exceeding \$500.00, the City shall provide notice by mail to the following:

(i) 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.

(ii) 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. (Ord. O2017-436 § 1 (Att. A))

## 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. (Ord. O2017-436 § 1 (Att. A))

### **21B.15.341.1 Sign, A-frame.**

"Sign, A-frame" means a freestanding, two-panel, foldable, portable temporary sign made of rigid material. (Ord. O2017-436 § 1 (Att. A))

### **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. (Ord. O2017-436 § 1 (Att. A))

#### **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.**

(Ord. O2017-436 § 1 (Att. A))

#### **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.**

(Ord. O2017-436 § 1 (Att. A))

#### **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. (Ord. O2017-436 § 1 (Att. A))

#### **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.15.346. Changing message sign examples.**

(Ord. O2017-436 § 1 (Att. A))

#### **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.15.347. Channel letter sign examples.**

(Ord. O2017-436 § 1 (Att. A))

#### **21B.15.348 Sign, community banner.**

“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). (Ord. O2017-436 § 1 (Att. A))

#### **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. Directional sign examples.**

(Ord. O2017-436 § 1 (Att. A))

#### **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.15.349.1. Hanging sign examples.**

(Ord. O2017-436 § 1 (Att. A))

**21B.15.349.2 Sign, incidental.**

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“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. O2017-436 § 1 (Att. A))

**21B.15.349.3 Sign, freestanding.**

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“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. (Ord. O2017-436 § 1 (Att. A))

**21B.15.349.4 Sign, fuel price.**

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“Sign, fuel price” means a manually or electronically controlled sign utilized to advertise the price of gasoline and/or diesel fuel. (Ord. O2017-436 § 1 (Att. A))

#### **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. (Ord. O2017-436 § 1 (Att. A))

#### **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. (Ord. O2017-436 § 1 (Att. A))

#### **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.15.349.7. Opaque sign examples.**

(Ord. O2017-436 § 1 (Att. A))

#### **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.15.349.8. Painted sign examples.**

(Ord. O2017-436 § 1 (Att. A))

**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. (Ord. O2017-436 § 1 (Att. A))

**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.15.349.10. Pedestal sign examples.**

(Ord. O2017-436 § 1 (Att. A))

**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. (Ord. O2017-436 § 1 (Att. A))

**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. (Ord. O2017-436 § 1 (Att. A))

**21B.15.349.13 Sign, shadow.**

“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.15.349.13. Shadow sign examples.**

(Ord. O2017-436 § 1 (Att. A))

**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. (Ord. O2017-436 § 1 (Att. A))

**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. (Ord. O2017-436 § 1 (Att. A))

**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. O2017-436 § 1 (Att. A))

## **Chapter 21B.45 SIGNAGE**

### **21B.45.010 Purpose and intent.**

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The purpose of this chapter is to enhance and protect the economic vitality and visual environment of the Town Center, 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 noncommercial 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; and
- (9) 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; and
- (10) Providing necessary signage to support central gathering places, increase social interaction, and encourage walkability; and

(11) Regulating signs in a manner that is timely, flexible, predictable, fair to all and that results in superior development; and

(12) Creating a vibrant and inviting commercial node that is reflected in the character and design of Town Center signage. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

#### **21B.45.020 Applicability.**

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Except as provided for in SMC [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 or building permit review and shall be determined during the applicable review process. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

#### **21B.45.030 Permit required.**

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(1) Except as otherwise provided in this chapter, no sign shall be erected, altered, or relocated within the Town Center without permit issued by the City.

(2) No permit shall be required for repainting in like colors, cleaning, or other normal maintenance and repair of a permitted sign, or of sign face and copy changes that do not alter the size or structure of the sign or compliance with the design standards. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

#### **21B.45.040 Application information.**

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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](#) 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.

(3) If a unified 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 review is required pursuant to SMC [21B.45.080](#), the applicant shall submit a compatibility analysis addressing the design criteria enumerated in SMC [21B.45.130](#), Design and compatibility review. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

#### **21B.45.050 Prohibited signs.**

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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.45.140](#);
- (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;
- (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 provided for in SMC [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. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

**21B.45.060 Exempt signs.**

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The following signs or displays are exempted from the regulations under this chapter:

- (1) Historic plaques not exceeding three square feet in area, and address numbers;
- (2) Official or legal notices issued and posted by any public agency or court;
- (3) Traffic control signs established by the Manual on Uniform Traffic Control Devices (MUTCD) or authorized by City of Sammamish department of public works;
- (4) Plaques, tablets, or inscriptions, which are attached flat to the face of the building, which are nonilluminated, and which do not exceed four square feet in surface area;
- (5) 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;
- (6) Government flags; and
- (7) Nonverbal religious symbols attached to a place of worship. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

**21B.45.070 Interpretation of tables and design standards.**

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- (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.45.140](#), Temporary signs.
- (3) 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](#), 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 compatibility and design review specified in SMC [21B.45.130](#). (Ord. O2017-436 § 1 (Att. A); 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.

Sign Types	TOWN CENTER ZONES					
	ROW	TC-A	TC-B	TC-C	TC-D	TC-E
<b>Building-Mounted Signs:</b>						
Blade	2(1)	1	2	2	2	2
Opaque/Painted		2	2	2	2	2
Channel Letter/Shadow		2	2			
Hanging		1	2			
Marquee/Awning		2	2			
Window		1	2			
<b>Freestanding Signs:</b>						
Community Banner	1					
Directional (Pedestrian)	2	1	1	1	1	1
Directional (Vehicle)	2	1	1	1	1	1
Monument		2(2)	2	2	2	2
Changing Message Center					2	

Development Conditions.

(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.

(2) Only allowed in the TC-A-4 and in the TC-A-5 zones.

(Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

**21B.45.090 Review and modifications to standards.**

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(1) All sign permits shall be approved administratively, 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.45.130](#), Design and compatibility review;

(b) Signs subject to the Level 2 design and compatibility review requirements shall be reviewed for compliance with this chapter, including the provisions of SMC [21B.45.130](#), Design and compatibility review.

(2) Sign design may be reviewed and approved as part of a unified zone development plan review consistent with Chapter [21B.95](#)SMC, provided:

(a) Specific sign designs approved as part of a unified zone development plan will require a sign permit, but will not require additional design review at the time of permit application when in accordance with the approved unified 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 25 percent of the sign area, height, width, and other dimensional standards as part of the Level 2 design and compatibility review process, pursuant to SMC [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 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.

(4) Applicants proposing a sign that is subject to the Level 1 basic sign review may choose to request a Level 2 design and compatibility review in order to take advantage of the director's ability to modify sign standards, pursuant to subsection (3) of this section. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

**21B.45.100 Sign area calculation.**

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(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.
- (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 and symbols.
- (d) Sign area for signs contained entirely within a cabinet and mounted on a wall, roof, or monument shall be calculated by measuring the front surface area of the cabinet.

(2) Maximum Sign Height.

- (a) For a freestanding sign, the vertical distance measured from the surface of the 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 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 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. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

**21B.45.110 General sign design standards.**

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(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;
  - (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 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 associated with the sign; provided, that there is a minimum allowed sign area of 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 associated with the use;
  - (h) Tenants are allowed one primary sign regulated by this chapter per building facade that contains a public entry (open during all business hours), up to a maximum of two facades;
  - (i) Tenants are allowed three secondary signs regulated by this chapter per building facade 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 associated with the sign;
  - (k) Signs shall not cover windows, building trim, or architectural ornamentation.
- (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 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) ~~External Indirect~~ sign light fixtures shall complement the design of the sign and building facades or structures associated with the sign;
- (e) ~~External Indirect~~ 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](#), Design standards for specific sign types, or adopted through the approval of a unified zone development plan application pursuant to Chapter [21B.95](#) SMC.

(3) Location. All signs shall be located as follows:

(a) Building-Mounted Signs.

- (i) Shall be attached to the building facade 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 pursuant to SMC [21B.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 measured parallel to 228th Avenue SE (whichever is smaller);

(b) Except for wall signs on pedestrian-oriented facades 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. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

**21B.45.120 Design standards for specific sign types.**

(1) Blade and Hanging Signs. Blade signs may be allowed pursuant to SMC [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;

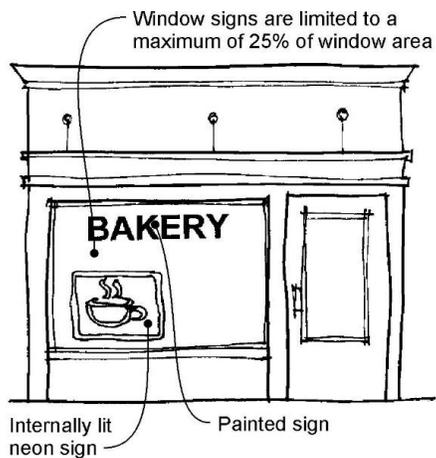
- (c) With vertically oriented text or graphics shall not project more than three feet from the building facade;
  - (d) Shall be limited to two square feet of sign area per each 10 lineal feet of applicable building frontage;
  - (e) Buildings that contain multiple tenants shall use a similar shape and mounting technique for hanging or blade signs;
  - (f) Sign text and graphics may use neon lettering, subject to provisions of SMC [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](#).
- (2) Channel Letter, Opaque, Painted, and Shadow Signs. Channel letter, opaque, painted, and shadow signs may be allowed pursuant to SMC [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, 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 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.

(3) Marquee/Awning Signs. Marquee/awning signs may be allowed pursuant to SMC [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;
- (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;
- (g) Marquee signs may be placed on the front, above, or below the marquee associated with the sign; and
- (h) Marquee and awning signs may be externally illuminated pursuant to SMC [21B.45.110\(2\)](#).

(4) Window Signs. Window signs may be allowed 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\(1\)](#);
- (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.



**Figure 21B.45.120a. Window sign example.**

(5) Monument Signs. Monument signs may be allowed pursuant to SMC [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 48 square feet.

(6) Directional Signs. Directional signs may be allowed pursuant to SMC [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 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.25.220, Sight distance requirements. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

**21B.45.130 Design and compatibility review.**

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(1) The goal of the Level 2 design and compatibility review is:

- (a) To encourage interesting, creative, and unique sign design that is consistent with the character of the Town Center;
- (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
- (c) To ensure that signs are part of, and consistent with, the overall design approach of a project.

(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](#):

- (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.
- (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.
- (c) Target Audience. Only one sign per building facade 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.
- (d) Identification. A commercial sign should be designed for the primary purpose of identifying a business or office.
- (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.
- (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.
- (g) Illumination and Colors. A sign must not overpower its surroundings through hue, saturation, or brilliance or close combination of incompatible colors. Sources of illumination shall be screened from public view and shall be designed to avoid glare onto a street or adjacent property.
- (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.
- (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. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

**21B.45.140 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 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 and the amenity zone along the outside turning edge of a roundabout, traffic circles, or islands. Temporary signs shall not be illuminated.

(1) Noncommercial Temporary Signs. No sign permit is required to post a noncommercial 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. Noncommercial temporary signs not conforming to the regulations of this section may be approved through a right-of-way permit.

(a) On roads that only have a shoulder and do not have a sidewalk, noncommercial 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.

(b) Noncommercial temporary signs shall not be placed in a manner that negatively affects the health of trees, shrubs, or other landscaping.

	<b>Noncommercial Temporary Sign Type I Public Right-of-Way (Non-A-Frame)</b>	<b>Noncommercial Temporary Sign Type II Public Right-of-Way (A-Frame)</b>	<b>Noncommercial Temporary Sign Type III – Private Property (All Sign Types)(1)</b>
Size Limit	4 square feet	6 square feet	32 square feet
Height Limit	3 feet above grade	3.5 feet	8 feet
Duration	180 consecutive days per calendar year	5 consecutive days	180 consecutive days per calendar year

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. On-premises signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to 30 consecutive days once each calendar year for businesses located in Sammamish Town Center. Temporary commercial displays shall meet the placement and dimensional standards for the sign type utilized.

(b) Signs Located on Property with Active Construction.

(i) One nonilluminated, double-faced sign is permitted for each public street upon which the project fronts;

(ii) 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

(iii) 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) Signs Associated with Properties for Sale or Rent.

	<b>Signs Located on Property with Individual Unit for Sale or Rent</b>
Sign Quantity	One per public or private street frontage
Permitted Location	Public or private street frontage
Permitted Duration	Signs shall be removed within five days after closing of the sale, lease or rental of the property.
Maximum Sign <del>ze</del> Area	8 square feet
Maximum Height	6 feet
	<b>Signs Located Off-Site of Property with Individual Unit for Sale or Rent (1)</b>
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 Signze Area	<u>64</u> square feet
	<b>Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)</b>
Maximum Sign Area	6 square feet
Maximum Height	42 inches
	<b>Signs on Property with Commercial or Industrial Property for Sale or Rent</b>
Sign Quantity	One
Permitted Location	Public or private street frontage
Maximum Signze Area	32 square feet
Maximum Height	12 feet
	<b>Signs on Newly Constructed Residential Developments for Sale</b>
Sign Quantity	One
Permitted Location	Public or private street frontage
Maximum Signze Area	32 square feet
Maximum Height	12 feet
	<b>Directional Signs Located Off-Site of Newly Constructed Residential Developments for Sale</b>
Sign Quantity	Two
Permitted Location	Private property (with permission); public right-of-way
Maximum Sign Area	16 square feet
<u>Maximum Height</u>	<u>6 feet</u>

Development Conditions.

- (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 one-half feet, a width of two feet, and an area of three square feet.

(3) Such signs shall be permitted only when the agent or seller is in attendance at the property for sale or rent.

(4) Community Banner Signs.

(a) Community banner signs shall only be located on public banner poles erected by the City for that use;

(b) Letters 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) Sponsor logos shall be limited to the name and corporate symbol of the sponsor.

(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. (Ord. O2017-436 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

**21B.45.150 Legal nonconforming signs.**

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(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. (Ord. O2017-436 § 1 (Att. A))

#### **21B.45.160 Variance.**

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(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. (Ord. O2017-436 § 1 (Att. A))

#### **21B.45.170 Enforcement.**

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(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 [16.05.070](#) 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 14 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 \$500.00, 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. (Ord. O2017-436 § 1 (Att. A))

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## **Chapter 23.10 PURPOSE AND SCOPE**

### **23.10.020 Scope.**

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This chapter shall be applied for the purposes of enforcing Sammamish Municipal Code (SMC) Titles 13, 14, 14A, 15, 16, 21A, 21B, 25 and other codes, ordinances, resolutions, or public rules that promote or protect the public health, safety, or welfare and the environment. The provisions of this title are not exclusive and may be used in addition to other applicable provisions of the Sammamish Municipal Code or other applicable law or regulation.

**“Broad ERB,” “Limited ERB,” and “No ERB” Option Comparison\***

\*Track changes shows changes from current Sammamish Municipal Code language.

#	Section	Broad ERB	Limited ERB	No ERB - <u>Recommended</u>	Notes
1a.	21A.15.226 Component, electronic reader board	<u>“Component, electronic reader board” means an electronically controlled portion of a freestanding sign that contains temporary text messages.</u>	<u>“Component, electronic reader board” means an electronically controlled portion of a monument sign that contains temporary text messages.</u>	No definition added	New definition included for Broad and Limited ERB options (would be new SMC 21A.15.226); no definition included for No ERB option.
2a.	21A.15.1095 Sign, changing message center.	No change from current Sammamish Municipal Code language.	<del>“Sign, changing message center” means an electrically controlled sign that contains advertising messages that changes at intervals of three minutes or greater.</del>	<del>“Sign, changing message center” means an electrically controlled sign that contains advertising messages that changes at intervals of three minutes or greater.</del>	No change for Broad ERB option; category eliminated in Limited ERB and No ERB options.
3a.	21A.15.1160 Sign, time and temperature	No change from current Sammamish Municipal Code language.	<del>“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.</del>	<del>“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.</del>	No change for Broad ERB option; category eliminated in Limited ERB and No ERB options.

#	Section	Broad ERB	Limited ERB	No ERB - <u>Recommended</u>	Notes
4a.	21A.45.040 Prohibited signs	No change from current Sammamish Municipal Code language.	<p>(1) Portable signs including, but not limited to, sandwich/A-frame signs and mobile readerboard signs, and excluding signs permitted under SMC <a href="#">21A.45.070</a>;</p> <p>(2) Signs which, by reason of their size, location, movement, content, coloring, or manner of illumination may be confused with traffic control signs or signals;</p> <p>(3) 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 <a href="#">21A.45.070</a> be located within travel lanes or sidewalks, or be attached to traffic control signs, utility or signal poles;</p> <p>(4) 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 <a href="#">21A.45.070</a> as temporary commercial displays; <u>and</u></p> <p><del>(5) Changing message center signs, where the message changes more frequently than every three minutes; and</del></p> <p><del>(6)</del> Billboards.</p>	<p>(1) Portable signs including, but not limited to, sandwich/A-frame signs and mobile readerboard signs, and excluding signs permitted under SMC <a href="#">21A.45.070</a>;</p> <p>(2) Signs which, by reason of their size, location, movement, content, coloring, or manner of illumination may be confused with traffic control signs or signals;</p> <p>(3) 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 <a href="#">21A.45.070</a> be located within travel lanes or sidewalks, or be attached to traffic control signs, utility or signal poles;</p> <p>(4) 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 <a href="#">21A.45.070</a> as temporary commercial displays; <u>and</u></p> <p><del>(5) Changing message center signs, where the message changes more frequently than every three minutes; and</del></p> <p><del>(6)</del> Billboards.</p>	No change for Broad ERB option; category eliminated in Limited ERB and No ERB options (see #2a).

#	Section	Broad ERB				Limited ERB				No ERB - <u>Recommended</u>				Notes
		R Zone	CB Zone (1)(2)	NB Zone (1)(2)	Office Zone (1)(2)	R Zone	CB (1)(2)	NB (1)(2)	Office Zone (1)(2)	R Zone	CB Zone (1)(2)	NB Zone (1)(2)	Office Zone (1)(2)	
5a.	21A.45.060 Permanent signs	-				Freestanding Signs (3)				Freestanding Signs (3)				New ERB regulations proposed for Broad and Limited ERB options; no new regulations included for No ERB option. Reference to changing message center sign removed from Limited ERB and No ERB options (see #2a).
		Quantity (4)	X (5)	One per street frontage (6)(19)	One per street frontage (19)	Quantity (4)	X (5)	One per street frontage(6)(19)	One per street frontage (19)	Quantity (4)	X (5)	One per street frontage-(6)	One per street frontage	
		Signs on Property with Public Agency Facilities (14)				Signs on Property with Public Agency Facilities (14)				Signs on Property w Public Agency Facilities(14)				
		Quantity (4)	Two per facility(19)	X		Quantity	Two/facility(19)	X		Quantity	Two/facility	X		
		Sign on Residentially Zoned Property with Nonresidential Use (15)				Sign on Residentially Zoned Property with Nonresidential Use (15)				Sign on Residentially Zoned Property with Nonresidential Use (15)				
		Quantity	One(19)	X		Quantity	One(19)	X		Quantity	One	X		
		<u>19. These signs may include an electronic reader board component, provided the electronic reader board component covers between 40% and 60% of the total sign area. The electronic reader board component shall be designed to prevent light and glare from being visible to adjacent residential properties; shall automatically dim during hours of darkness; shall not change messages more frequently than once every 60 seconds; shall be turned off between the hours of 10:00 p.m. and 6:00 a.m. except during emergencies; shall not contain moving graphics, text, or video; shall not display telephone numbers, website addresses, and instructions; and shall not display sequenced messages. Where a development spans multiple parcels pursuant to SMC 21A.15.315, only one electronic reader board is allowed for that development.</u>				<del>3. Changing message center signs and time and temperature signs may be wall or freestanding signs, and shall not exceed the size permitted for wall or freestanding signs.</del>				<del>3. Changing message center signs and time and temperature signs may be wall or freestanding signs, and shall not exceed the size permitted for wall or freestanding signs.</del>				
						<u>19. On property adjacent to principal arterial roads, one side of a permitted monument sign may include an electronic reader board component, provided the electronic reader board component consists of a maximum of 60% of the total sign area, and provided the top of the electronic reader board component is not higher than 12 feet above the base of the monument sign. The electronic reader board component shall be designed to prevent light and glare from being visible to adjacent residential properties; shall automatically dim during hours of darkness; shall not change messages more frequently than once every 60 seconds; shall be turned off between the hours of 10:00 p.m. and 8:00 a.m. except during emergencies; shall not contain moving graphics, text, or video; shall not display telephone numbers, website addresses, and instructions; and shall not display sequenced messages. Where a development spans multiple parcels pursuant to SMC 21A.15.315, only one electronic reader board is allowed for that development.</u>								

**Other Recommended Changes\***

\*These recommended changes are consistent across the Broad ERB, Limited ERB, and No ERB options. “Current” column reflects current Sammamish Municipal Code language.

#	Section	Current	Amended - <u>Recommended</u>	Notes
1b.	21A.15.1115 Sign, fuel price	“Sign, fuel price” means a sign utilized to advertise the price of gasoline and/or diesel fuel.	“Sign, fuel price” means a <u>manually or electronically controlled</u> sign utilized to advertise the price of gasoline and/or diesel fuel.	Added “manually or electronically controlled” to clarify that all fuels signs fall under this category.
2b.	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.	“Sign, temporary” means any sign, banner, pennant, or valance <del>constructed of cloth, canvas, light fabric, cardboard, wallboard or other like materials</del> not permanently attached to the ground, wall or building, intended to be displayed for a <u>short limited</u> period of time only.	Amended to fix overly prescriptive definition.

#	Section	Current	Amended - <u>Recommended</u>	Notes
3b.	21A.45.050 Sign area calculation	<p>(1) 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.</p> <p>(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.</p> <p>(3) Sign area for signs contained entirely within a cabinet and mounted on a wall, roof, or monument shall be calculated by measuring the front surface area of the cabinet.</p>	<p>(1) 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.</p> <p>(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.</p> <p>(3) Sign area for signs contained entirely within a cabinet and mounted on a wall, roof, or monument shall be calculated by measuring the front surface area of the cabinet.</p> <p><u>(4) Sign area for temporary signs shall include all portions of the sign attached to the primary supporting structure of the sign, including material additions to the sign.</u></p>	Added to address sign "riders."

#	Section	Current					Amended - <u>Recommended</u>					Notes
4b.	21A.45.060 Permanent signs – Home Business Signs		<b>Residential Zone</b>	<b>Community Business Zone</b>	<b>Neighborhood Business Zone</b>	<b>Office Zone</b>		<b>Residential Zone</b>	<b>Community Business Zone</b>	<b>Neighborhood Business Zone</b>	<b>Office Zone</b>	Clarified that only monument signs are allowed for home businesses; amended to exclude pole signs.
			Home Business Signs (8)					Home Business Signs (8)				
		<b>Quantity</b>	One	N/A			<b>Quantity</b>	One	N/A			
		<b>Maximum Sign Area</b>	6 square feet	N/A			<b>Maximum Sign Area</b>	6 square feet	N/A			
		8. Home business signs may be wall signs, freestanding signs, or A-frame signs.					8. Home business signs may be wall signs, <del>freestanding monument</del> signs, or A-frame signs.					

#	Section	Current	Amended - <b>Recommended</b>					Notes			
5b.	21A.45.060 Permanent signs – Permanent Residential Development Identification Signs							Amended to extend 8 feet sign height limit to all permanent residential identification signs and to limit permanent residential identification signs in residential zones to monument signs.			
			<b>Residential Zone</b>	<b>Community Business Zone</b>	<b>Neighborhood Business Zone</b>	<b>Office Zone</b>					
			Permanent Residential Development Identification Signs								
		<b>Quantity</b>	Two one-sided signs or one two-sided sign per major entrance	Two one-sided signs or one two-sided sign per major entrance (9)					<b>Quantity</b>	Two one-sided signs or one two-sided sign per major entrance(20)	Two one-sided signs or one two-sided sign per major entrance (9)
		<b>Maximum Sign Area</b>	32 square feet per sign	32 square feet per sign					<b>Maximum Sign Area</b>	<u>32 square feet per sign</u>	
		<b>Maximum Sign Height</b>	8 feet per sign (10)	N/A					<b>Maximum Sign Height</b>	<u>8 feet per sign (10)</u>	
			9. Permanent residential identification signs are only allowed in the NB, CB, and O zones as part of a mixed-use development.  10. Applicable only to freestanding signs.							9. Permanent residential identification signs are only allowed in the NB, CB, and O zones as part of a mixed-use development.  10. Applicable only to <del>freestanding monument</del> signs.  <u>20. Permanent Residential Development Identification Signs in residential zones may only be monument signs.</u>	

#	Section	Current	Amended - <b>Recommended</b>	Notes														
6b.	21A.45.070(2) Temporary signs - Temporary Commercial Displays	Signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to 30 consecutive days once each calendar year at businesses located in Sammamish in the CB, NB, or O zones.	Signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to 30 consecutive days once each calendar year at businesses located in Sammamish in the CB, NB, or O zones. <u>Temporary commercial displays shall meet the placement and dimensional standards for the sign type utilized.</u>	Amended to clarify applicable regulations for temporary commercial displays (see #11b).														
7b.	21A.45.070(4) Temporary signs – Signs Associated with Properties for Sale or Rent - Portable Off- Premises Residential Directional Signs for Active Open Houses for Sale or Rent	<table border="1"> <tr> <td></td> <td>Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)</td> </tr> <tr> <td>Maximum Sign Area</td> <td>6 square feet</td> </tr> <tr> <td>Maximum Height</td> <td>42 inches</td> </tr> </table> <p>3. Such signs shall be permitted only when the agent or seller is in attendance at the property for sale or rent.</p>		Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)	Maximum Sign Area	6 square feet	Maximum Height	42 inches	<table border="1"> <tr> <td></td> <td>Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)</td> </tr> <tr> <td><u>Sign Quantity</u></td> <td><u>4 per open house</u></td> </tr> <tr> <td>Maximum Sign Area</td> <td>6 square feet</td> </tr> <tr> <td>Maximum Height</td> <td>42 inches</td> </tr> </table> <p>3. Such signs shall be permitted only when the agent or seller is in attendance at the property for sale or rent.</p>		Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)	<u>Sign Quantity</u>	<u>4 per open house</u>	Maximum Sign Area	6 square feet	Maximum Height	42 inches	Sign quantity limit added.
	Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)																	
Maximum Sign Area	6 square feet																	
Maximum Height	42 inches																	
	Portable Off-Premises Residential Directional Signs for Active Open Houses for Sale or Rent (3)																	
<u>Sign Quantity</u>	<u>4 per open house</u>																	
Maximum Sign Area	6 square feet																	
Maximum Height	42 inches																	

#	Section	Current	Amended - <u>Recommended</u>	Notes																		
8b.	21A.45.070(4) Temporary signs – Signs Associated with Properties for Sale or Rent - Directional Signs Located Off-site of Newly Constructed Residential Developments for Sale	<table border="1"> <tr> <td></td> <td>Directional Signs Located Off-site of Newly Constructed Residential Developments for Sale</td> </tr> <tr> <td>Sign Quantity</td> <td>Two</td> </tr> <tr> <td>Permitted Location</td> <td>Private property (with permission); public right-of-way</td> </tr> <tr> <td>Maximum Sign Area</td> <td>16 square feet</td> </tr> </table>		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 square feet	<table border="1"> <tr> <td></td> <td>Directional Signs Located Off-site of Newly Constructed Residential Developments for Sale</td> </tr> <tr> <td>Sign Quantity</td> <td>Two</td> </tr> <tr> <td>Permitted Location</td> <td>Private property (with permission); public right-of-way</td> </tr> <tr> <td>Maximum Sign Area</td> <td>16 square feet</td> </tr> <tr> <td><u>Maximum Height</u></td> <td><u>6 feet</u></td> </tr> </table>		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 square feet	<u>Maximum Height</u>	<u>6 feet</u>	Amended to add height restriction (see #16b).
	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 square feet																					
	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 square feet																					
<u>Maximum Height</u>	<u>6 feet</u>																					
9b.	21B.15.349.4 Sign, fuel price	“Sign, fuel price” means a sign utilized to advertise the price of gasoline and/or diesel fuel.	“Sign, fuel price” means a <u>manually or electronically controlled</u> sign utilized to advertise the price of gasoline and/or diesel fuel.	Added “manually or electronically controlled” to clarify that all fuels signs fall under this category.																		

#	Section	Current	Amended - <b>Recommended</b>	Notes
10b.	21B.45.110(2) General sign design standards – Illumination	<p>(2) Illumination. Signs may be illuminated as follows:</p> <p>(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;</p> <p>(b) Indirect sign illumination shall be no further away from the sign than the height of the sign;</p> <p>(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;</p> <p>(d) External sign light fixtures shall complement the design of the sign and building facades or structures associated with the sign;</p> <p>(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;</p> <p>(f) Sign illumination shall automatically turn off within one hour of the close of the business, use, or activity; and</p> <p>(g) Additional illumination standards may be contained in SMC <a href="#">21B.45.120</a>, Design standards for specific sign types, or adopted through the approval of a unified zone development plan application pursuant to Chapter <a href="#">21B.95</a> SMC.</p>	<p>(2) Illumination. Signs may be illuminated as follows:</p> <p>(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;</p> <p>(b) Indirect sign illumination shall be no further away from the sign than the height of the sign;</p> <p>(c) <del>Externally</del> <u>Indirectly</u> 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;</p> <p>(d) <del>External</del> <u>Indirect</u> sign light fixtures shall complement the design of the sign and building facades or structures associated with the sign;</p> <p>(e) <del>External</del> <u>Indirect</u> 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;</p> <p>(f) Sign illumination shall automatically turn off within one hour of the close of the business, use, or activity; and</p> <p>(g) Additional illumination standards may be contained in SMC <a href="#">21B.45.120</a>, Design standards for specific sign types, or adopted through the approval of a unified zone development plan application pursuant to Chapter <a href="#">21B.95</a> SMC.</p>	Amended to establish consistent terminology.

#	Section	Current	Amended - <b>Recommended</b>	Notes																								
11b.	21B.45.140(2)(a) Temporary signs - Commercial Temporary Signs	(a) Temporary Commercial Displays. On-premises signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to 30 consecutive days once each calendar year for businesses located in Sammamish Town Center.	(a) Temporary Commercial Displays. On-premises signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to 30 consecutive days once each calendar year for businesses located in Sammamish Town Center. <b>Temporary commercial displays shall meet the placement and dimensional standards for the sign type utilized.</b>	Amended to clarify applicable regulations for temporary commercial displays (see #6b).																								
12b.	21B.45.140(3) Temporary signs – Signs Associated with Properties for Sale or Rent - Signs Located on Property with Individual Unit for Sale or Rent	<table border="1"> <thead> <tr> <th></th> <th>Signs Located on Property with Individual Unit for Sale or Rent</th> </tr> </thead> <tbody> <tr> <td>Sign Quantity</td> <td>One per public or private street frontage</td> </tr> <tr> <td>Permitted Location</td> <td>Public or private street frontage</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>8 square feet</td> </tr> <tr> <td>Maximum Height</td> <td>6 feet</td> </tr> </tbody> </table>		Signs Located on Property with Individual Unit for Sale or Rent	Sign Quantity	One per public or private street frontage	Permitted Location	Public or private 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 square feet	Maximum Height	6 feet	<table border="1"> <thead> <tr> <th></th> <th>Signs Located on Property with Individual Unit for Sale or Rent</th> </tr> </thead> <tbody> <tr> <td>Sign Quantity</td> <td>One per public or private street frontage</td> </tr> <tr> <td>Permitted Location</td> <td>Public or private street frontage</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 <del>Signze</del> Area</td> <td>8 square feet</td> </tr> <tr> <td>Maximum Height</td> <td>6 feet</td> </tr> </tbody> </table>		Signs Located on Property with Individual Unit for Sale or Rent	Sign Quantity	One per public or private street frontage	Permitted Location	Public or private street frontage	Permitted Duration	Signs shall be removed within five days after closing of the sale, lease or rental of the property.	Maximum <del>Signze</del> Area	8 square feet	Maximum Height	6 feet	Edited typo.
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17b.	23.10.020 Civil Code Compliance - Scope	This chapter shall be applied for the purposes of enforcing Sammamish Municipal Code (SMC) Titles 13, 14, 14A, 15, 16, 21A, 25 and other codes, ordinances, resolutions, or public rules that promote or protect the public health, safety, or welfare and the environment. The provisions of this title are not exclusive and may be used in addition to other applicable provisions of the Sammamish Municipal Code or other applicable law or regulation.	This chapter shall be applied for the purposes of enforcing Sammamish Municipal Code (SMC) Titles 13, 14, 14A, 15, 16, 21A, <u>21B</u> , 25 and other codes, ordinances, resolutions, or public rules that promote or protect the public health, safety, or welfare and the environment. The provisions of this title are not exclusive and may be used in addition to other applicable provisions of the Sammamish Municipal Code or other applicable law or regulation.	SMC Title 21B added to provide codification of City's ability to enforce Town Center sign code regulations																		



801 228<sup>th</sup> Avenue SE ■ Sammamish, WA 98075 ■ phone: 425-295-0500 ■ fax: 295-295-0600 ■ web: [www.sammamish.us](http://www.sammamish.us)

## Memorandum

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**Date:** May 15, 2018  
**To:** City Council  
**From:** Shanna Collins, Planning Commission Chair  
 Larry Crandall, Planning Commission Vice Chair  
**Re:** Summary of the Planning Commission Recommendation on Sign Code Amendments, Including Electronic Reader Board Components

---

On behalf of the Planning Commission, we are pleased to forward to the City Council this recommendation to amend sign regulations in Chapters 21A.15, 21A.45, 21B.15, 21B.45, and 23.10 of the Sammamish Municipal Code.

### Project Scope

In May 2017, the City Council adopted amendments to the City of Sammamish's sign code (Ordinance O2017-436). The primary purpose of the amendments was to bring the City's sign regulations into compliance with the United States Supreme Court decision in the case of Reed v. Town of Gilbert, which found content-based sign regulations unconstitutional. Sammamish's sign code, like many cities', contained numerous content-based regulations similar to those determined to be unconstitutional in the case. The City took the opportunity to strengthen other portions of its sign code as part of this Reed v. Gilbert compliance effort, including amendments focused on eliminating redundancies, contradictions, and anachronisms in the sign code, as well as making the code more user-friendly for staff, the public, and the City's code enforcement team.

One issue that remained unresolved after the adoption of O2017-436 was whether, and to what degree, to allow electronic reader boards (ERB) in the City. Electronic reader boards (ERB) were previously allowed under a pilot program that ran from 2009-2014. Under this pilot program, schools on the east side of 228<sup>th</sup> Ave between SE 13th Way and NE 8th Street (which included Eastlake High School, Eastside Catholic, and Skyline High School) were allowed to install an ERB of up to 32 square feet in area, with limits on operating hours and safety-related restrictions on letter height and message displays. By the time the pilot program expired in 2014, Eastlake High School and Skyline High School had installed ERB signs. During the process of adopting sign code amendments in 2017, representatives from commercial properties in Town Center and other schools expressed an interest in installing ERBs, and City Council directed staff to review and propose new regulations for ERBs in 2018.

Additionally, since the passage of Ordinance O2017-436, staff have been implementing the new regulations through permitting and enforcement. During this time, staff have become aware of minor issues with the sign code which require further consideration by the Planning Commission and City Council. These issues are non-substantive corrections and include limiting the number of off-site directional signs allowed for an open house, strengthening definitions, and addressing inconsistencies, anachronisms, omissions, and other issues with the code as written.

### Project History

Staff and the Planning Commission met three times on this issue over the course of the winter and spring of 2018. Below is a summary of the public meetings that have been held for this effort.

1. On March 1, 2018, staff provided an overview of the 2017 sign code amendment effort, including the Reed v Gilbert, AZ case, the contents of the Sammamish sign code prior to the amendments, a summary of the major changes made by the adopted amendments (O2017-436), and the focus areas for the 2018 effort.
2. On March 15, 2018, staff presented to the Planning Commission an initial set of proposed amendments to the sign code that included "clean-up" amendments and broadly allowed ERBs to be used as a component of already-allowed freestanding signs in commercial zones and on properties with non-residential uses such as schools, religious institutions, and government agencies. At this meeting, the Commission largely expressed approval of the proposed non-substantive amendments, but indicated a general disinterest in broadly allowing ERBs as presented. Commission directed staff to return with two options to consider: a "No ERB" option and a "Limited ERB" option.
3. On April 19, 2018, staff presented a "No ERB" option and a "Limited ERB" option to the Planning Commission. The "No ERB" option would not allow ERBs anywhere in the City, and would eliminate two other rarely-used electronic sign categories (changing message center signs and time/temperature signs) as well; the "Limited ERB" option was a more restrictive version of the amendments proposed at the March 15 meeting. The Planning Commission opened and closed the Public Hearing, deliberated on the proposed code amendments, and voted 6-1 to recommend amending Chapters 21A.15, 21A.45, 21B.15, 21B.45, and 23.10 of the Sammamish Municipal Code as presented in the "No ERB" option.

#### Planning Commission Recommendation Summary

Following an in-depth review of the proposed sign code amendments, the Planning Commission recommends the City Council adopt amendments to Chapters 21A.15, 21A.45, 21B.15, 21B.45, and 23.10 of the Sammamish Municipal Code, as presented in the "No ERB" option.

Thank you,



Shanna Collins  
Chair, City of Sammamish Planning Commission

5-15-2018

Date



Larry Crandall  
Vice Chair, City of Sammamish Planning Commission

5/18/18

Date

#### Attachments

- Summary of Recommended Changes



# 2018 Sign Code Update



Sammamish City Council  
June 19, 2018



# 2018 Sign Code Amendments

## Agenda

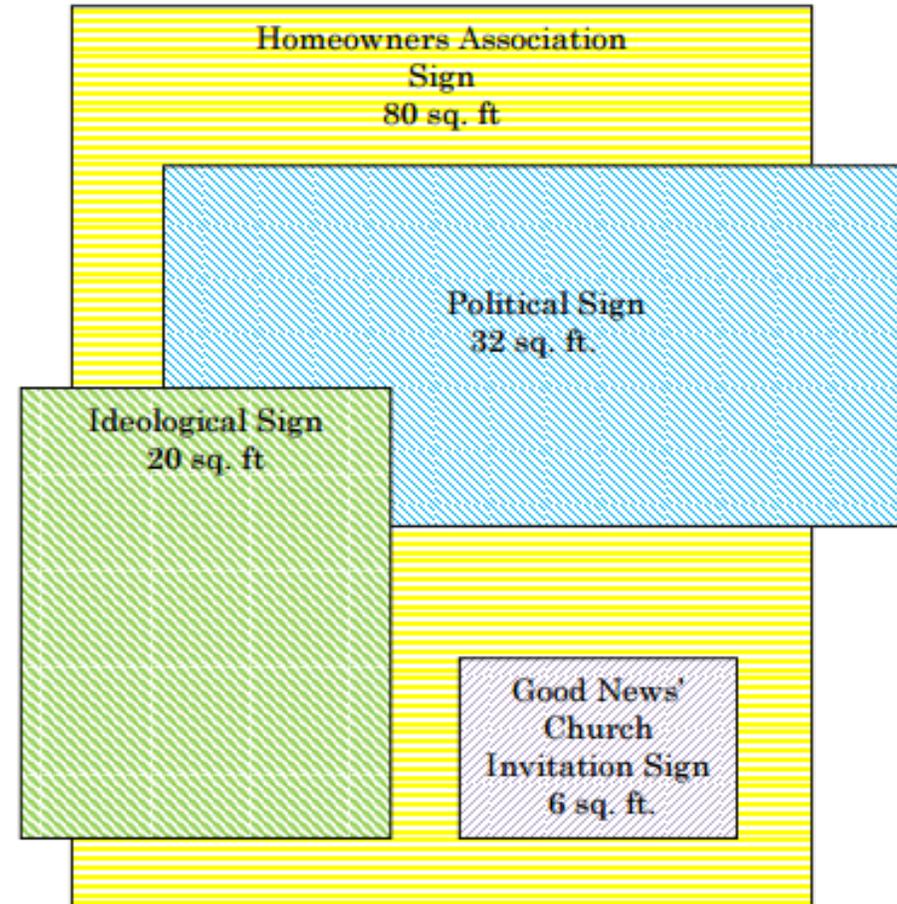
1. History
2. PC-Recommended Non-Substantive Changes
3. Summary of ERB Options
4. Public Hearing



# 2018 Sign Code Amendments

## Summary of 2017 Update

- Sammamish Sign Code Summary
  - Chapters 21A.45 and 21B.45 SMC
- Reed vs Gilbert, AZ
- New Temporary Non-Commercial Sign Categories
- Expired ERB Pilot Program



# 2018 Sign Code Amendments

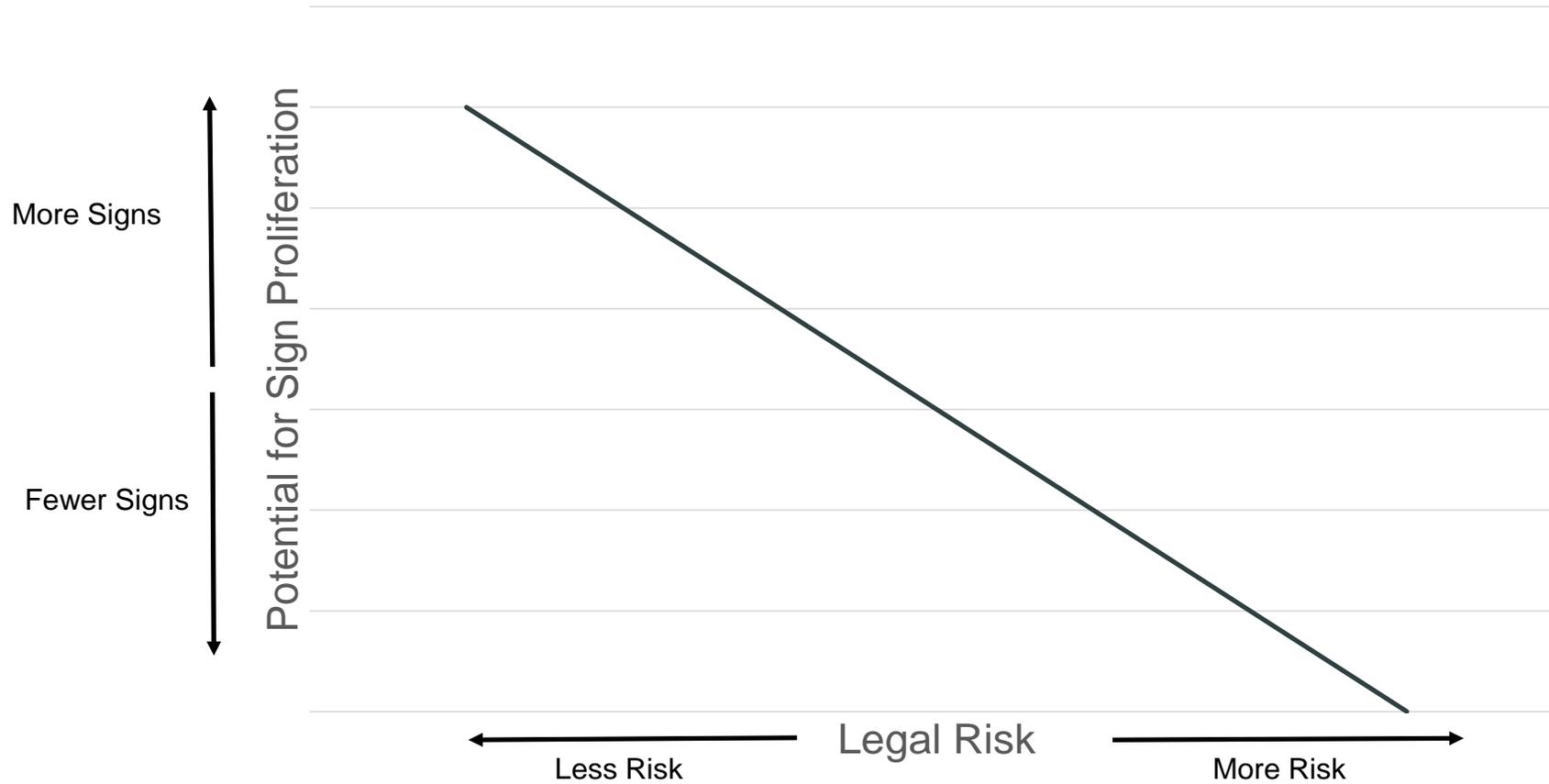
## “Fencepost” Reminders

- Content-Neutrality
- Speaker-Neutrality
- Commercial v Non-Commercial
- Enforceability



# 2018 Sign Code Amendments

## “Fencepost” Reminders



# 2018 Sign Code Amendments

## Summary of Proposed Non-Substantive Amendments

### Definitions & Categories

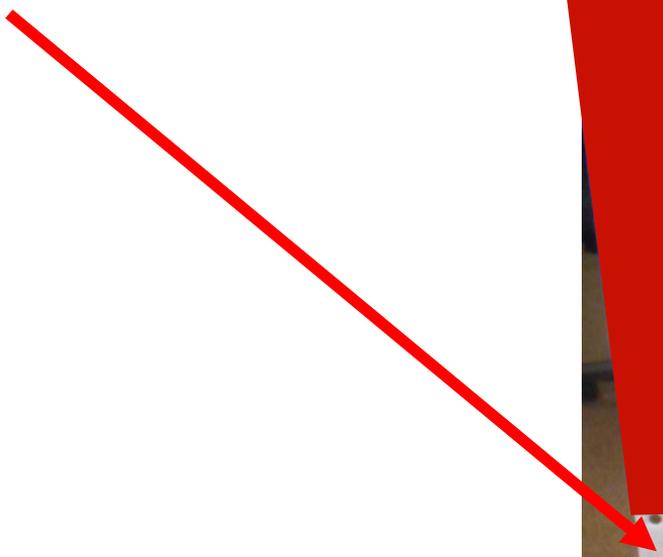


# 2018 Sign Code Amendments

## Summary of Proposed Non-Substantive Amendments

Definitions & Categories

Address Sign "Riders"



# 2018 Sign Code Amendments

## Summary of Proposed Non-Substantive Amendments

Definitions & Categories

Address Sign “Riders”

Address pole signs for Home Businesses



# 2018 Sign Code Amendments

## Summary of Proposed Non-Substantive Amendments

Definitions & Categories

Address Sign “Riders”

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Address existing sign area and height restrictions for Residential ID Signs and off-site directional signs



# 2018 Sign Code Amendments

## Summary of Proposed Non-Substantive Amendments

Definitions & Categories

Address Sign “Riders”

Address pole signs for Home Businesses

Address existing sign area and height restrictions for Residential ID Signs and off-site directional signs

Limit Quantity of Open House Signs



# 2018 Sign Code Amendments

## Summary of Proposed Non-Substantive Amendments

Definitions & Categories

Address Sign “Riders”

Address pole signs for Home Businesses

Address existing sign area and height restrictions for Residential ID Signs and off-site directional signs

Limit Quantity of Open House Signs

Fix terminology and omissions



# 2018 Sign Code Amendments

## What is an Electronic Reader Board (ERB)?

*An electronically-controlled portion of a sign that contains temporary text messages*



	Broad ERB (Staff Proposal)	Limited ERB	No ERB (PC Recommendation)
Sign Type Allowed to Have ERB Component	<ul style="list-style-type: none"> <li>• Monument Signs</li> <li>• Pole Signs</li> </ul>	Monument Signs (one side of sign only)	None
% of Sign Allowed to be ERB	Between 40% and 60%	Up to 60%	None
Permitted Zones	<ul style="list-style-type: none"> <li>• Commercial Business</li> <li>• Neighborhood Business</li> <li>• Office Zone</li> <li>• Non-Residential Uses in Residential Zones (Schools, Religious Institutions, Government)</li> </ul>		None
Permitted Location	No restriction	Property adjacent to principal arterial roads	None

# Public Hearing

**Agenda Bill**  
 City Council Regular Meeting  
 June 19, 2018



<b>SUBJECT:</b>	YMCA Property – Development Plan Discussion/Approval		
<b>DATE SUBMITTED:</b>	June 08, 2018		
<b>DEPARTMENT:</b>	Parks & Recreation		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Review and approve the proposed YMCA Property Development Plan and authorize staff to submit it to the YMCA by June 30, 2018.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - YMCA Property Development Plan</a> <a href="#">2. Exhibit 2 - Community &amp; Aquatic Center Operating Agreement</a> <a href="#">3. YMCA Property Presentation to Council</a>		
<b>BUDGET:</b>			
Total dollar amount	\$100,000	<input checked="" type="checkbox"/>	<b>Approved in budget</b>
Fund(s)	302-376-594-76-63-00	<input type="checkbox"/>	<b>Budget reallocation required</b>
		<input checked="" type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

**NEEDED FROM COUNCIL:**  
 Shall the City Council approve the proposed YMCA Property Development Plan, for submittal to the YMCA by the June 30, 2018 deadline, to comply with the outlined terms of the Recreational Property Ground Lease Agreement?

**KEY FACTS AND INFORMATION SUMMARY:**  
 The Community and Aquatic Center Operating Agreement, signed on April 29, 2013, between the City of Sammamish and the YMCA of Greater Seattle, granted the City a lease for the YMCA owned property on 228th Ave SE. The development of the YMCA property is a component of this agreement and is further described below.

**Property Overview:**

The YMCA property is located about 2 miles south of City Hall. The site fronts onto 228th Avenue SE and is surrounded by Issaquah School District property on three sides; Pine Lake Middle School to the north, the school district bus barn on the east and undeveloped school district land to the south. The property is 7.25 acres and was purchased in 2005 by the YMCA of Greater Seattle for \$1.35 million. The current assessed value is \$1.89 million based on King County property records.

**Overview of the Ground Lease Agreement with the YMCA:**

The terms of the lease include:

- The total duration of the lease is 50-years, which is consistent with the operating agreement for the Community & Aquatic Center. The 50-year lease includes a 25-year initial term and an additional 25-year optional term.
- If the Community & Aquatic Center Agreement is terminated for any reason, the YMCA Property Ground Lease will also terminate. The City has the opportunity at that time, or anytime during the lease period, to purchase the YMCA property at fair market value.
- If the YMCA terminates the lease, the value of the City improvements constructed on the YMCA property shall be amortized on a forty (40) year basis and the City will be compensated for the unamortized share of the improvements.
- As a condition of this lease, the City agreed to complete a development plan for the recreational property by June 30, 2018. The Development plan refers to a concept-level site plan and preliminary budget estimates.
- Permitted property improvements include recreational facilities and other potential improvements such as parking, play fields, bleachers, lighting, picnic facilities, playground equipment, street improvements, restrooms, maintenance buildings, utilities etc.

**2016 Discussion of Potential Indoor Field House:**

The 2016 Parks Capital Improvement Plan (Parks CIP) included funding to prepare a feasibility study for an Indoor Field House, which would be located on the YMCA property. Prior to commencing work, staff needed to confirm project direction from the City Council. City Council decided to defer decisions on the property and the planning process until the 2017 Land Acquisition Strategy and the 2018 Parks, Recreation and Open Space (PRO) Plan Update were completed.

**2017 Statistically Valid Survey Results**

A community survey was conducted in March 2017 to gather input to help determine park, trail, land acquisition and recreation priorities of the community. The survey was mailed to 4,000 randomized addresses and had a greater than 21% response rate. From this survey, 78% of respondents selected passive use as the desired focus for land acquisition. Additionally, walking and hiking trails were identified as the highest priority for future park and recreation services, with wildlife viewing as the second priority within passive use.

**2018 Parks & Recreation Open Space (PRO) Plan Summary of Indoor Fieldhouse:**

The 2018 PRO Plan, adopted by City Council at a Regular Meeting on February 27, 2018, did not identify an Indoor Field House as a high priority by the Community. Furthermore, Chapter 6, Needs Programming, notes that the use of such facilities is seasonal (evenings and weekends from late October to early April) and that they generally need a regional draw, diversity of sports, strong programming and potentially an operating partner in order to be successful.

**Overview of YMCA Property Development Plan:**

The development plan was reviewed and discussed during the January 3, 2018 Parks and Recreation Commission meeting. The Commission voted unanimously and recommended that the City not pursue a field house feasibility study and to renegotiate the ground lease agreement terms to include passive recreation on the property. Following this meeting, staff presented the Commission's recommendation at the April 10, 2018 Study Session and received support from the Council on these recommendations.

Although a submittal deadline extension was requested several times prior, on May 24, 2018, City staff met in-person with the YMCA and formally requested an extension to the deadline for the development plan from June 30, 2018 to June 30, 2019. The YMCA did not support a deadline extension. Therefore, a concept-level site plan has been completed internally by the City's park planning staff in order to meet the stipulated deadline for a development plan.

As per the agreement, this development plan does not require YMCA approval, but must be submitted by the deadline to meet the contractual obligation. Completion of the development plan does not obligate the City to build what is included in the development plan. YMCA approval is required, however, if the City decided to proceed with improvements to the property. This would include review and approval of all site and construction plans by the YMCA before installation would be allowed.

The development plan includes an environmental education facility with restrooms and storage, a parking lot and associated right-of-way improvements, approximately ½ mile of trails, a picnic area, gathering area, wildlife viewing deck and interpretive signage. The preliminary budget estimate for this development is approximately \$5,409,000.

**Preliminary Project Budget Estimate:**

Site Preparation & Earthwork	\$250,000
Access & Parking	\$655,000
Site Drainage & Utilities	\$500,000
Educational Facility & Misc. Structures	\$1,355,000
Trails and Pedestrian Circulation	\$80,000
Planting & Irrigation	\$165,000
<b>Sub-Total Construction Budget Estimate</b>	<b>\$3,005,000</b>
Washington State Sales Tax (10%)	300,500
Mobilization (10%)	300,500
<b>Total Construction Budget Estimate</b>	<b>\$3,606,000</b>
Design and Engineering (20%)	\$721,200
Contingencies (30%)	\$1,081,800
<b>Total Preliminary Project Budget Estimate</b>	<b>\$5,409,000</b>

**FINANCIAL IMPACT:**

There is no financial impact related to submitting the proposed development plan to the YMCA by the June 30, 2018 deadline. Although \$100,000 was allocated in the Parks CIP by Council, this planning work was completed in-house by City staff, therefore there was no financial impact.

**OTHER ALTERNATIVES CONSIDERED:**

An alternate to submitting the development plan is to let the deadline for the development plan lapse, wherein the YMCA may terminate the lease by giving the City a minimum of six (6) months' notice. (Exhibit 2 - Article 5.2, Termination for Delay)

A second alternate to submitting the development plan is for the City to exercise the option to purchase the property. (Exhibit 2 - Article 20, Option to Purchase)

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[Parks & Recreation Open Space Plan](#), adopted by City Council on February 27, 2018



**COMMUNITY AND AQUATIC CENTER  
OPERATING AND MANAGEMENT AGREEMENT**

THIS OPERATION AND MANAGEMENT AGREEMENT (hereafter the "**AGREEMENT**") is made this <sup>29<sup>th</sup></sup> day of April, 2013 (the "**Effective Date**") by and between the City of Sammamish (hereafter the "**City**"), a Washington municipal corporation, and the YMCA of Greater Seattle, a 501(c)(3) charitable organization (hereafter the "**YMCA**").

RECITALS

- A. Residents of Sammamish have expressed broad and persistent interest in a Community and Aquatic Center (the "**Center**") over many years;
- B. The City regularly conducts statistically valid community surveys and the results of those surveys have shown strong support for a Center;
- C. The City contracted with Barker Rinker Seacat Architecture to conduct a feasibility study on a Center;
- D. The City and Barker Rinker Seacat hosted five public meetings to discuss and seek public input on various aspects of a potential Center;
- E. Public input addressed the components, size, construction, operating costs, and potential location of a Center;
- F. The results of the feasibility study were presented to Sammamish City Council (the "**Council**") in July 2011 and then compiled in a report in November 2011;
- G. The Council adopted a resolution identifying City-owned property near the City Library and City Hall, known as the "Kellman" site (the "**Site**") as the preferred location for the Center;
- H. In January 2012, the Council directed staff to scale back the size of the Center to reduce costs and to identify a suitable operator for the Center;
- I. The City received proposals from private businesses;
- H. It was determined that those proposals contained insufficient private funding for the project and were for facilities that more resembled health clubs than a community and aquatic center;

- I. The YMCA possessed broad experience in the operation of facilities that closely resembled the desired community and aquatic center and it was decided to seek its assistance in planning the Center;
- J. City staff worked with the YMCA to reduce the size of the Center to approximately 60,000 square feet and the estimated cost to approximately \$30,000,000;
- K. To gauge the public's interest in proceeding with the development of a Center, the Council passed a resolution on July 16, 2012 to place a proposition on the November 6, 2012 general election ballot seeking an advisory vote (the "**Advisory Ballot**") on the City's participation in the development of a multi-purpose Center;
- J. In August 2012, a memorandum of understanding (the "**MOU**") was signed by the City and the YMCA to identify the basic elements for a partnership between the PARTIES to design, build, and operate a multi-purpose community Center in the City of Sammamish;
- K. It was contemplated under the MOU that the Center would be operated by the YMCA and that the YMCA would make substantial financial and other contributions to the development and operation of the Center;
- L. Entering into an operating and management agreement with the YMCA to operate the Center is consistent with the City's general policy of contracting for services when appropriate;
- M. The results of the Advisory Ballot were certified on November 27, 2012, and showed that 12,700 residents (53.65%) voted in favor of building a Center in the City of Sammamish, with 10,971 residents (46.35%) voted against;
- N. The YMCA is an appropriate partner for the development and operation of a Center for the following reasons:
- i. It is a membership organization locally owned and operated and affiliated with the national YMCA system;
  - ii. The mission of the YMCA is to build communities where all people, especially the young, are encouraged to develop their fullest potential in spirit, mind and body;
  - iii. The YMCA seeks to improve the health and success of people in the YMCA's service area and to build inclusive, healthy, caring communities through membership and program activities and by encouraging volunteerism, philanthropy and community engagement;

- iv. The YMCA is dedicated to serving all people regardless of their ability to pay;
  - v. The YMCA is open to all persons regardless of religious beliefs, race, national origin, sexual orientation and/or age;
  - vi. The City and the YMCA (hereafter the “PARTIES”) provide recreational services to people of all ages and backgrounds;
  - vii. The PARTIES currently operate independent recreational facilities that serve members of the community;
- O. The PARTIES desire to work cooperatively to develop a Center to serve local residents;
- P. The PARTIES desire to make effective and efficient use of their respective resources to benefit the community;
- Q. The City owns real property adjacent to City Hall (hereafter the “Land”) suitable for development of a Center; and
- R. **The YMCA owns real property adjacent to the Pine Lake Middle School, in Sammamish, consisting of approximately seven (7) acres, that is suitable for recreational use (the “Recreational Property”);**
- S. The Council passed a resolution on December 4, 2012, accepting the Advisory Ballot results and authorizing the City staff to proceed with the necessary steps to design and construct the Center, pending the finalization of an operating and management agreement with the YMCA;

NOW, THEREFORE, in consideration of the terms and conditions hereafter set forth, the City and the YMCA agree as follows:

1. PURPOSE. The purpose of this AGREEMENT is to establish an operational framework for the development of a community and aquatic center by the City which, once completed, shall be operated and managed by the YMCA.
2. LEASE OF PREMISES. The City hereby agrees to lease to the YMCA, and the YMCA agrees to lease from the City (the “Center Lease”), the Center and related improvements (collectively the “Improvements”) to be constructed by the City on the Land (collectively the “Premises”) as

described on Exhibit A in accordance with the Project Requirements as defined in Section 5(c) below. Certain land adjacent to the Premises and described on Exhibit B is a portion of the Sammamish Commons Park and will be retained and controlled by the City (the “**Adjacent Property**”).

3. TERM.

- a. This AGREEMENT shall become effective on the Effective Date and end on the date that the YMCA’s lease of the Premises is cancelled or terminates as provided herein.
- b. The term of the YMCA’s lease of the premises shall be for twenty-five (25) years (the “**Initial Term**”) with an option (the “**Option**”) exercisable by the YMCA to extend the Term up to an additional twenty-five (25) years (the “**Option Term**”). The Initial Term and any Option Term are referred to as the “**Term.**”
- c. The Initial Term for the YMCA’s lease of the Premises shall commence on the date that the City delivers the Improvements to the YMCA for occupancy, provided that the City shall have completed construction of the Improvements in accordance with the Project Requirements and shall have obtained a final certificate of occupancy for the Improvements.
- d. The YMCA shall exercise the Option, at its election, by delivering a notice of exercise of the Option (the “**Option Notice**”) to the City at least one-hundred eighty (180) days prior to the end of the Initial Term; provided, that if the YMCA fails to deliver the Option Notice at least one-hundred eighty (180) days prior to the end of the Initial Term, the City shall promptly thereafter give the YMCA written notice of the Option and the YMCA shall have an additional thirty (30) days after receipt of such notice to elect to give the Option Notice. The YMCA shall state in the Option Notice the expiration date of the Option Term, not to exceed twenty-five (25) years from the end of the Initial Term. The terms, covenant and conditions of this AGREEMENT shall apply to the Option Term, except as the parties may otherwise agree.
- e. The City and the YMCA agree that the Initial Term may also be extended by mutual agreement of the PARTIES (the “**Negotiated Extension**”), provided that this AGREEMENT has not previously been cancelled or terminated as provided herein. In the event of a Negotiated Extension, the term of the Negotiated Extension shall commence upon the expiration of the Initial Term, and shall be upon such terms, covenants and provisions as may be negotiated by the PARTIES. A Negotiated Extension may be requested by either party by giving the other party not less than one hundred eighty (180) days written notice of intention to seek a Negotiated Extension prior to the expiration of the Initial Term of this AGREEMENT.

4. RENT. In consideration of the value of the YMCA's contribution to the recreational needs of the residents of the City, its agreement to lease, maintain and operate the Center, its agreement to lease the Recreational Property to the City and the other terms and conditions hereafter set forth, the YMCA shall pay to the City an annual rent of \$1.00 payable on January 1<sup>st</sup> of each year of this AGREEMENT and any extension thereof.
  
5. CITY COMMITMENTS.
  - a. The City shall be responsible for the design, site work, and construction of the Center in accordance with the Project Requirements (the "**Project**"). The City will include representatives from the YMCA on the design review team to assure that the design elements of the Project that will impact maintenance costs, operating efficiencies and suitability for programs are consistent with the YMCA's expectations. This team will be responsible for ongoing review throughout the design phase.
  
  - b. The Center will be located on the Land, which is City-owned property near the Sammamish City Hall, commonly known as the "Kellman" site, as described in Exhibit "A".
  
  - c. The Center as constructed by the City shall substantially conform to the minimum specifications described in Exhibit D (the "Minimum Specifications") and, to the extent not inconsistent with the Minimum Specifications, to the following requirements: an approximately 60,000 square foot multi-purpose community and aquatic center which will include two gymnasiums, space for cardio and group fitness programs, a jogging track, child watch areas, a leisure pool, a 6-lane lap pool at least 25-yards in length, locker rooms, administrative offices, a number of multipurpose rooms to serve a variety of recreational uses, related site improvements, related landscaping, and on-site parking for over 300 vehicles (collectively with the Minimum Specifications, the "**Project Requirements**"). The PARTIES acknowledge that the foregoing Project Requirements may be subject to changes agreed to by the PARTIES as Project planning and construction process proceeds.
  
  - d. The City will contribute approximately \$25,000,000 to the construction costs of the Project.
  
  - e. It is the expectation of the parties that construction of the Center shall be completed by December 31, 2016

6. YMCA COMMITMENTS.

- a. The YMCA will raise \$5,000,000 in support of the Project. Upon commencement of the Initial Term, the YMCA shall pay an amount to the City equal to twenty percent (20%) of the City's documented Project design and construction costs, not to exceed a total of \$5,000,000 (the "**YMCA Capital Contribution**"). The value of the YMCA Capital Contribution for purposes of this AGREEMENT shall be deemed to be amortized on a forty (40) year straight line basis from the date paid, regardless of when this AGREEMENT terminates.
- b. Upon commencement of the Initial Term, the YMCA shall provide the furniture, fixtures and equipment for the Center, estimated to be a value of \$500,000.00. The YMCA will maintain ownership of all equipment, furniture and fixtures paid for by the YMCA.
- c. In regard to the YMCA's leasing of the Premises, the YMCA will provide the cost of start-up at an estimated value of \$300,000. Start-up costs shall include start-up marketing costs and initial operating deficits. Monthly operating cost recovery is anticipated to be achieved within four (4) months of beginning operations.

7. OPERATION OF THE CENTER.

- a. During the Term, the YMCA shall maintain the following minimum operating hours for the Center:
  - i. Monday to Friday, 5:00 am to 9:00 pm
  - ii. Saturday, 7:00 am to 7:00 pm
  - iii. Sunday, 12:30 pm to 6:00 pm
  - iv. The operating hours are subject to change as agreed upon by both PARTIES.
- b. The following benefits shall be provided to Sammamish Residents:
  - i. No one shall be turned away because of inability to pay the cost of membership or program fees.

- ii. For the first eighteen (18) months of operation there will be no joining fees for Sammamish residents. Thereafter, Sammamish residents will receive a 75% discount on the joining fee.
  - iii. 10% off all youth facility-based programs.
  - iv. Meeting space available (at no charge) for Sammamish-based community groups. Use of meeting space does not require a YMCA membership.
  - v. Exhibition space as scheduled for City of Sammamish Arts Commission and other art activities.
  - vi. Senior social once a month, free for all City of Sammamish residents. YMCA membership not required.
  - vii. Open House Days throughout the year to coincide with City special events (e.g., Fourth of July, Teen Fest, Sammamish Days etc.). Open House days do not require a YMCA membership.
  - viii. One open community swim each week for City of Sammamish residents. YMCA Membership is not required. Such use may be limited by pool capacity and/or Health Department restrictions.
  - ix. A.W.A.Y Member privileges (Always Welcomed at the YMCA), which allows use of facilities while away from the local YMCA association.
- c. The following benefits shall be provided to all members:
- i. Free total health consultation.
  - ii. Free equipment orientations.
  - iii. Over one hundred twenty-five (125) free fitness classes.
  - iv. Complimentary towel service and use of day lockers.
  - v. Reduced fees and priority registration for programs.

- vi. Twelve (12) guest passes per year.
- d. The YMCA agrees to make reasonable efforts to provide recreational programs that are intended to serve the broader Sammamish community. The YMCA shall have no obligation to provide additional recreational programs that impose materially greater operating costs on the YMCA, or put the YMCA at additional risk for liability.
- e. The PARTIES agree that: (a) the first priority for pool use shall be water safety and teaching; (b) the second priority shall be health and fitness programs; and (c) the third priority shall be swim team use.
- f. The PARTIES acknowledge that the demand for swim team space far exceeds the capacity of the proposed pool and agree to develop an allocation schedule to ensure that space is equitably distributed to Sammamish-based swim teams. The YMCA is not expected to subsidize swim team use of the facility and may develop a fee structure separate from the membership fee to ensure full cost recovery for use of the pool.
- g. Upon completion of the construction of the Center and receipt of an occupancy certificate from the City, and during the Term, the YMCA shall operate the Center in accordance with the terms and conditions of this AGREEMENT. In doing so, the YMCA shall abide by all applicable laws, regulations and ordinances in operating the Center and in using the Premises. The YMCA shall obtain all required licenses, certifications, or other approvals that may be required for the YMCA's use of the Center and the Premises.
- h. The YMCA shall establish and maintain a local volunteer board of managers to assist in providing strategic direction for facility operations. Board members will also assist with fundraising, outreach and oversight to the branch executive. The board of managers shall consist of a majority of Sammamish residents. One member of the City Council, the City Manager, and the Parks and Recreation Director shall serve as ex-officio members of the board of managers.
- i. The operation of the Center is anticipated to be self-supporting and shall not require any operating subsidy from the City.

8. MAINTENANCE AND REPAIR COSTS.

## a. Routine Maintenance and Inspections.

- i. During the Term, the YMCA shall assume responsibility for routine maintenance of the Center and the Premises. For purposes of this Subsection, "routine maintenance" shall include maintenance of all items as defined below. The YMCA shall maintain the Premises in accordance with federal laws, the laws of the State of Washington and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of the YMCA.
- ii. The YMCA may use a combination of staff and private contractors to oversee maintenance.
- iii. The YMCA will develop annual maintenance plans for the Center and all major building systems (HVAC, plumbing, aquatics etc.). Maintenance plans are subject to review and comment by the City.

## b. Custodial Services.

- i. During the Term, the YMCA, at its own expense, shall provide custodial services for the Center and shall keep the Center in a safe and clean condition, free of accumulations of dirt, rubbish, hazardous environmental contaminants, and unlawful obstructions, and shall maintain the landscaping and the exterior entranceways and walkways in a safe and clean condition. Custodial services shall include the interior and exterior of the Center. The standard and quality of the custodial services provided shall not be less than the standard and quality provided at other City facilities.

## c. Landscape Maintenance.

- i. During the Term, the YMCA shall ensure that the planter boxes and landscaped areas immediately adjacent and/or attached to the Center are maintained in a manner consistent with other City properties and shall be responsible for any costs related thereto.
- ii. The City will maintain the Adjacent Property and the landscaping associated with the parking structure on the Land. The lawn and landscaping shall be irrigated in a manner

such that the grass and landscape are kept in a healthy condition throughout the year. All diseased or dead plant material shall be replaced in-kind within one growing season.

- iii. The City shall be responsible for performing regular maintenance of the irrigation system on the Land and the Adjacent Property, including seasonal inspection and winterizing.
- d. Maintenance of the Parking Structure and Parking Lot.
- i. The City shall be responsible for maintenance of the parking structure, the associated landscaping, and the associated driveways and surface parking lots, to include twice per month sweeping.
  - ii. The City shall be responsible for snow removal (as needed) at the parking structure and the associated driveways. Snow removal at the Premises will be prioritized based on the availability of maintenance personnel. The YMCA shall be responsible for clearing and de-icing sidewalks immediately adjacent to the Center and the entryways to the Center.
- e. Major Capital Maintenance and Repair.
- i. The YMCA shall be responsible for maintaining the following elements of the Center in good condition and repair, and if necessary replacing the same if worn or obsolete and no longer serving their intended functions: roof; exterior cladding; structural elements; heating, ventilation and air conditioning; plumbing; electrical; exterior pavement and sidewalks; fire alarm monitoring system, fire suppression/sprinkler system, and the backflow prevention assembly (the “**Capital Elements**”).
  - ii. The YMCA shall develop a capital replacement plan for all equipment and major systems that will be subject to review and approval by the City.
  - iii. The YMCA will be responsible for obtaining permits and paying all associated permit fees for future capital projects which the YMCA is obligated to perform.
  - iv. The City shall be responsible for repairs or replacement of the irrigation system in the event of system breakage or failure.

- v. YMCA's capital expenses related to the repair and replacement of any Capital Elements (the "**YMCA Capital Investment Costs**") shall, for the purposes of this AGREEMENT, be deemed to be amortized on a forty (40) year straight line basis from the date paid, regardless of when this AGREEMENT terminates.
  - f. Facilities Committee
    - i. The YMCA will establish a Facilities Committee to review and make recommendations related to all issues associated with maintenance of the Center. A majority of the committee shall consist of Sammamish residents. The Facilities Committee will keep regular minutes of its formal meetings and provide this information to the City. The City may designate a representative to serve on this committee.
9. UTILITIES. The YMCA shall be responsible for all utility costs associated with operation of the Center. The City shall be responsible for water costs associated with irrigation of the land and the Adjacent Property.
10. SECURITY CAMERAS. A security system for both the Center and the adjacent parking structure will be purchased and installed as part of the construction of the Project. The security system equipment will be located at the Center. The YMCA shall monitor and maintain the security system and the PARTIES agree to work together to resolve any security issues that may arise at the Center.
11. USE OF SURPLUS FUNDS. It is not anticipated that there will be a surplus once reserves are funded for maintenance and replacement and capital expenses as required of the YMCA in this AGREEMENT. If a surplus thereafter occurs, the second priority for use of surplus funds shall be to establish an operational reserve fund equal to two months of operational expenditures. Thereafter, the funds may be used to support jointly agreed upon enhancements and improvements to the Center.
12. SIGNAGE, NAMING AND MARKETING.
- a. The Center will be known as the "Sammamish Community and Aquatic Center."
  - b. Monument and building signage that includes the City logo will be included as part of the Project. Monument signage may also include a "Y," to represent the brand of the YMCA. All "Y" signs shall be removed by the YMCA at the termination of the AGREEMENT.

- c. The YMCA may maintain its brand as the operator of the facility. The programs and operations may be marketed and branded as “YMCA programs.” All programs associated with the Center shall acknowledge the partnership with the City through text or use of the City logo or both.
  - d. All signs shall meet applicable codes and regulations of the City of Sammamish.
  - e. All signs or symbols placed anywhere externally shall be subject to the prior approval of the City, which approval shall not be unreasonable withheld.
  - f. The YMCA will be conducting a capital campaign for its contribution to the Center. At times, companies or individuals who contribute may wish to name a room in the Center. The YMCA and City will work together, in good faith, to accommodate these requests.
13. PARKING. The YMCA will commit to identifying an alternate parking location by the opening date of the Center for the majority of the staff to improve availability in the parking structure for members and other visitors to the Sammamish Commons campus. The City shall not charge for use of the parking structure or any other parking facilities servicing the Center at any time while this Agreement is in effect.
14. ANNUAL REPORT. The YMCA shall provide the City Council with an annual report setting forth an evaluation of all service programs provided, the cost of operating and maintaining the Center, and such other information related to the facility as may be requested by the City Council. The report shall be provided no later than 60 days following the end of each calendar year.
15. INDEMNIFICATION/HOLD HARMLESS.
- a. YMCA Indemnification. The YMCA shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the performance of the operations or willful misconduct of the YMCA, its employees, agents or consultants (the “**YMCA Parties**”) in regard to: (1) the use of the Premises; (2) the conduct of YMCA’s business; or (3) any activity, work or thing done, permitted, or suffered by the YMCA in or about the Premises. In no event shall the YMCA be responsible for any injury or damage as shall have been occasioned by the operations or willful misconduct of the City, its employees, agents or consultants (the “**City Parties**”).
  - b. Insurance. The YMCA shall procure and maintain for the duration of the AGREEMENT insurance in accordance with Section 16 below.

- c. No Limitation. YMCA's maintenance of insurance as required by this AGREEMENT shall not be construed to limit the liability of the YMCA to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - d. City Indemnification. The City shall defend, indemnify, and hold harmless the YMCA, its officers, officials, employees, agents, consultants and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arise out of the operations or willful misconduct of any of the City Parties in regard to (1) the construction or maintenance of the parking structure, the associated landscaping and the associated driveways and surface parking lots, or (2) the design or construction of the Center.
  - e. No Limitation. The City's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the City to the coverage provided by such insurance, or otherwise limit the YMCA's recourse to any remedy available at law or in equity.
  - f. Survival. The provisions of this Section shall survive the expiration or termination of this AGREEMENT.
16. INSURANCE OBLIGATIONS.
- a. YMCA's Obligations. The YMCA agrees to maintain Commercial General Liability insurance acceptable to the City covering injuries to persons and damage to property, with the City named as an Additional Insured, covering the YMCA's negligence or willful misconduct in regard to activities under this AGREEMENT. In addition, the YMCA shall maintain property insurance covering the replacement costs of all of its personal property, furnishings, fixtures and equipment. For the avoidance of doubt, the YMCA shall have no obligation to maintain insurance covering the replacement costs of the Center or any other Improvements on the Premises. Any deductibles or self-insured retention in excess of \$50,000 elected by YMCA shall be pre-approved by the City. YMCA shall bear the responsibility for payment of any deductibles or self-insured retention amount. By requiring such insurance coverage, the City shall not be deemed to, or construed to, have assessed the risks that may be applicable to the YMCA in this AGREEMENT. The YMCA shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Scope and Limits of Insurance. Coverage shall be at least as broad as:

(A) Property Insurance: Property insurance shall be written on an all risk basis, covering the full value of YMCA's property and improvements with no coinsurance provisions.

(B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than \$5,000,000 combined single limit per occurrence, \$10,000,000 aggregate. The policy shall include but not be limited to:

- (1) Coverage for Premises and operations;
- (2) Contractual liability (including specifically liability assumed herein);
- (3) Employers Liability ("Stop-Gap" coverage).

(C) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 03-06) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, for a limit of not less than \$5,000,000 combined single limit per occurrence.

(D) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington statutory limits.

(E) Other Insurance Provisions. The insurance coverages required by this AGREEMENT are to contain or be endorsed to contain the following provisions where applicable:

Liability Coverages:

- (1) The City, its officers, officials, employees, and agents are to be included as Additional Insured in respects to: liability arising out of operations or willful misconduct by or on behalf of the YMCA performed under this AGREEMENT.
- (2) To the extent of the YMCA's negligence and the negligence and willful misconduct of the YMCA Parties, the YMCA's insurance coverage shall be primary insurance in respect to the City, its officers, officials,

employees, and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, and agents shall, in such case, be excess to any other available insurance coverages.

- (3) The YMCA's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the City.

Acceptability of Insurers. Unless otherwise consented to by the City, insurance coverage is to be placed with insurers with a Best's rating of no less than AVII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VII.

Verification of Coverage. The YMCA shall furnish the City with certificates of insurance and endorsements required by this AGREEMENT. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City and are to be received and approved by the City prior to the commencement of activities associated with this AGREEMENT. The City reserves the right to require complete certified copies of all required policies at any time.

Waiver of Subrogation. YMCA and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Center, landscaping and parking improvements owned by each party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

- b. City's Obligations. The City agrees to maintain Commercial General Liability insurance acceptable to the YMCA covering injuries to persons and damage to property, covering the City's activities under this AGREEMENT. In addition, the City shall maintain property insurance covering the replacement costs of all of the Improvements on the Premises, including the parking structure. By requiring such insurance coverage, the YMCA shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this AGREEMENT.

The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Scope and Limits of Insurance. Coverage shall be at least as broad as:

(A) Property Insurance: ISO Causes of Loss – Special Form, including Theft, as part of the Commercial Property Insurance insuring the improvements constructed on the Property by the City or repaired or replaced by the YMCA in an amount sufficient to cover the entire replacement cost thereof, without coinsurance.

(B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate. The policy shall include but not be limited to:

- (1) Coverage for Premises and operations;
- (2) Contractual liability (including specifically liability assumed herein);
- (3) Employers Liability (“Stop-Gap” coverage).

(C) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 03-06) Covering Business Automobile Coverage, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9, for a limit of not less than \$1,000,000 combined single limit per occurrence.

(D) Workers’ Compensation: Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington statutory limits.

(E) Other Insurance Provisions. The insurance coverages required by this AGREEMENT are to contain or be endorsed to contain the following provisions where applicable:

Liability Coverages:

- (1) To the extent of the City’s negligence and the negligence and willful misconduct of the City Parties, the City’s insurance coverage shall be primary insurance in respect to the YMCA, its officers, officials, employees, and agents. Any insurance and/or self-insurance

maintained by the YMCA, its officers, officials, employees, and agents shall, in such case, be excess to any available City insurance coverages.

- (2) The City's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the YMCA.

Acceptability of Insurers. Unless otherwise consented to by the YMCA, insurance coverage is to be placed with insurers with a Best's rating of no less than AVII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VII.

Verification of Coverage. The City shall furnish the YMCA with certificates of insurance and endorsements required by this AGREEMENT. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the YMCA and are to be received and approved by the YMCA prior to the commencement of activities associated with this AGREEMENT. The YMCA reserves the right to require complete certified copies of all required policies at any time.

Application of Insurance Proceeds. In case of any insurance policies as described in Subsection 16.b(A)(1), the application of the proceeds from damage or loss to property shall be applied as follows: for the purposes of defraying the cost of repairing, restoring, replacing and/or rebuilding the Center and other improvements on the Premises as provided in Subsection 27.a.

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

The City's membership in a government self-insured risk pool shall satisfy all conditions set forth under section 16. b.

17. RIGHT OF INSPECTION. The City shall have the right to inspect the Premises and the Center during reasonable hours at any time during the term of this AGREEMENT to insure compliance with the provisions of this AGREEMENT. When reasonably necessary for such purposes, the City may temporarily alter access to the Premises. Mutual prior consent is required for any such closures extending beyond two days.
  
18. LIENS. The YMCA covenants and agrees that it shall not during the term of this AGREEMENT suffer or permit any lien, charge, security interest or encumbrance resulting from any act by the YMCA (collectively, "Liens") to be attached to, upon or against the Premises, or any portion thereof, or any rent payable under this AGREEMENT for any reason, including without limitation, Liens arising out of the possession, use, occupancy, construction, repair, or rebuilding of the Premises or by reason of the furnishing of labor, services, materials or equipment to the Premises of the YMCA. Notwithstanding the foregoing, the YMCA shall have the right to contest in good faith the validity of any lien or claim against the Premises so long as, if requested to do so by the City, the YMCA posts a bond or other adequate security in an amount equal to one hundred twenty-five percent (125%) of the amount of the lien or claim being contested. The YMCA shall, defend, indemnify, and hold the City harmless from and against all claims arising out of or relating to any such Lien. The City shall provide written notice of any such claims to the YMCA within five (5) days after the City receiving notice thereof, and the YMCA shall defend such claims at its sole cost by counsel reasonably satisfactory to the City. Notwithstanding the YMCA's obligation to defend the City as stated herein, the City shall retain the right to participate in said defense. The YMCA's obligations pursuant to this Section 18 shall survive the expiration or earlier termination of this AGREEMENT.
  
19. PERSONAL PROPERTY TAXES. The YMCA shall pay promptly, when due, all taxes assessed during the term of this AGREEMENT upon the YMCA's fixtures, furnishings, equipment, and stock in trade, upon the YMCA's leasehold interest under this AGREEMENT, or upon any other personal property situated in or upon the leased Premises.
  
20. REAL PROPERTY TAXES. The City shall be responsible to pay any real property tax assessed against the Premises.
  
21. LEASEHOLD EXCISE TAX. As the Premises and the Center are publicly owned property, the AGREEMENT is subject to a leasehold excise tax under Ch. 82.29A RCW. Upon taking possession, the YMCA shall complete the necessary paperwork to receive an exemption from the leasehold excise tax. In the event the State of Washington makes any demand upon the City for payment of any leasehold excise tax under RCW 82.29A resulting from the YMCA's use or occupancy of the

Premises, the YMCA shall indemnify the City for all sums expended by the City or withheld by the State from the City in connection with such taxation.

22. ASSIGNMENT. Neither party shall assign or sublet its rights or responsibilities under this AGREEMENT without authorization from the other party, which authorization shall not be unreasonably withheld. Neither assignment nor sublease shall relieve either party from its liability or obligations under this AGREEMENT. A consent to one assignment or subletting shall not be deemed a consent or waiver to any subsequent assignment or subletting.
23. SEVERABILITY. If any term of this AGREEMENT is held invalid or unenforceable, the remainder of this AGREEMENT will not be affected but will continue in full force.
24. NON-WAIVER. Failure of either party to insist upon the strict performance of any term of this AGREEMENT will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, except as outlined in section 16 a and 16 b.
25. INTEGRATION. This writing contains all terms of this AGREEMENT. It replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each party's authorized representative.
26. TERMINATION.
- a. Termination by the City without Cause. The City may not terminate this AGREEMENT without cause within the first ten (10) years of the AGREEMENT. Thereafter, the City may terminate this AGREEMENT without cause by providing at least eighteen months (18) months prior written notice to the YMCA of the City's intent to terminate pursuant to this provision. If such termination occurs, the YMCA will be compensated for the unamortized share of the YMCA Capital Contribution and the unamortized share of the YMCA Capital Investment Costs as of the termination date. The City shall be entitled to possession of the Premises and the Center upon the termination of this AGREEMENT.
  - b. Termination by YMCA without Cause. The YMCA may not terminate this AGREEMENT without cause within the first ten (10) years of the AGREEMENT. Thereafter, the YMCA may terminate this AGREEMENT without cause by providing at least eighteen months (18) months prior written notice to the City of the YMCA's intent to terminate pursuant to this provision. If such termination occurs, the YMCA will be compensated for the unamortized share of the YMCA Capital Contribution and the unamortized share of the YMCA Capital Investment Costs as of the

termination date. The City shall be entitled to possession of the Premises and the Center upon the termination of this AGREEMENT.

- c. Recreational Property Lease. The Recreational Property Lease attached as Exhibit C shall be co-terminus with this AGREEMENT. If this AGREEMENT is terminated for any reason, the Recreational Property Lease shall also terminate. As provided in the Recreational Property Lease, the City shall have an option to purchase the Recreational Property as of the Recreational Property Lease termination date for the fair market value of the land as determined by agreement or by appraisal.
- d. Termination for Default.
  - i. The PARTIES are required to follow the dispute resolution process in Section 33 prior to taking steps under this subsection to terminate for default. Only after pursuing the steps in Section 33, shall each party have the right to terminate this AGREEMENT in the event the other party is in default of any material term or condition of this AGREEMENT. In such event, the non-defaulting party shall provide the other party thirty (30) days' advance written notice specifying the basis for such determination. If the other party thereafter fails to commence reasonable steps within the thirty-day period to remedy the default, then this AGREEMENT shall be deemed terminated; provided, however, that if the nature of the default is such that it cannot be remedied within ninety (90) days, then the AGREEMENT shall not terminate so long as the party in default is proceeding diligently to remedy the default. This clause shall not be invoked by either party for purposes other than default.
  - ii. If the City properly terminates this AGREEMENT for default by YMCA, the City shall take immediate possession of the Center and shall have no obligation to reimburse the YMCA for the YMCA Capital Contribution or the YMCA Capital Investment Costs
- e. Disposition of Fixtures. In the event of termination, the YMCA may remove any improvements, additions, fixtures, personal property, furnishings and equipment owned by the YMCA, provided that the removal will not cause permanent injury to the structure of the Center or the Premises.

## 27. DESTRUCTION

- a. Insured Damage to City-Insured Property. If the Center is damaged or destroyed by any peril covered by the City's insurance, the City shall repair such damage as soon as reasonably

possible, to the extent of the available proceeds, and this AGREEMENT shall continue in full force and effect.

- b. Substantial Damage to City-Insured Property – Insufficient Proceeds. If the Center is damaged or destroyed by any peril (a) which cannot be repaired by City with available insurance proceeds, or (b) which affects twenty-five percent (25%) or more of the replacement value of the Premises during the last twenty-four (24) months of the Term, the City may, at the City's option, either (I) repair such damage as soon as reasonably possible, in which event this AGREEMENT shall continue in full force and effect, or (II) cancel and terminate this AGREEMENT as of the date of the occurrence of such damage by giving the YMCA written notice of City's election to do so within ninety (90) days after the date of the occurrence of the damage.
- c. Insured Damage to YMCA-Insured Property. If the Center is damaged or destroyed by any peril covered by the YMCA's insurance, the YMCA may: (a) repair such damage as soon as reasonably possible, to the extent of the available proceeds, and this AGREEMENT shall continue in full force and effect; or (b) elect not to restore the YMCA-insured portions of the Center, subject to the YMCA providing the City with written notice of such election within four (4) weeks of the receipt of the proceeds of the YMCA insurance. Upon an election by the YMCA not to restore pursuant to this paragraph, this AGREEMENT shall terminate. For the avoidance of doubt, and notwithstanding any other provision of this AGREEMENT, the first sentence of this Section 27(c) sets forth the full extent of the YMCA's obligation to repair, restore or rebuild the Center if it is damaged or destroyed.
28. NOTICES. Each notice or other communication which may be or is required to be given under this AGREEMENT shall be in writing and shall be deemed to have been properly given when delivered personally during normal business hours, when delivered by overnight express mail, or three (3) days after being sent by regular mail, to the appropriate party at the following addresses:

If to the YMCA:	President/CEO YMCA of Greater Seattle 900 Fourth Avenue Seattle, WA 90104
and to:	Regional Executive Coal Creek YMCA 13750 Newcastle Golf Club Road Newcastle, WA 98059

If to the City:           City Manager  
                                  City of Sammamish  
                                  801 228th Avenue SE  
                                  Sammamish, WA 98075

and to:                   Parks and Recreation Director  
                                  City of Sammamish  
                                  801 228th Avenue SE  
                                  Sammamish, WA 98075

29. JURISDICTION, VENUE, AND GOVERNING LAW. The PARTIES hereto, their successors and assigns, hereby consent to the jurisdiction and venue of the King County Superior Court, State of Washington, for the determination of any dispute that may arise pursuant to the terms of this AGREEMENT and other agreements contained herein to the extent not resolved pursuant to Section 33 below. All the rights and remedies of the respective PARTIES shall be governed by the provisions of this instrument and by the laws of the State of Washington as such laws relate to the respective rights and duties of school City's and the YMCA.
30. SECTION HEADINGS. The paragraph headings used in the AGREEMENT are for the convenience of the PARTIES. In the event of a conflict between a paragraph heading and the text of a particular paragraph, the written text shall prevail.
31. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this AGREEMENT shall be binding upon the heirs, legal representatives, successors, and assigns of any or all of the PARTIES hereto.
32. ADMINISTRATION. The YMCA and the City anticipate that terms of this AGREEMENT may need to be modified in the future. The YMCA President/CEO and the City Manager are hereby authorized to approve mutually agreed upon written amendments to this AGREEMENT and to supplement this AGREEMENT where necessary to improve the administration of this AGREEMENT and the collaboration between the PARTIES.
33. DISPUTE RESOLUTION. If either party claims that the other party has breached any term of this AGREEMENT, or in the event of disputes or disagreements under this AGREEMENT, the following procedures shall be followed if and when informal communications, such as e-mails and telephone conversations, fail to satisfy the claiming party:

- a. The claiming party's Designated Representative shall provide a written notice to the other party's Designated Representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of this AGREEMENT that the complaining party alleges was violated.
- b. The responding party's Designated Representative shall respond to the notice in writing within fifteen (15) working days. The response shall state that party's position as well as what, if any, corrective action the responding party agrees to take.
- c. The complaining party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fifteen (15) days of receipt of the responding party's reply unless otherwise mutually agreed. If dissatisfied, the complaining party shall call an in-person meeting. Otherwise, the matter shall be considered closed. The meeting shall occur within a reasonable period of time and shall be attended by the Designated Representative of each party, and such others as the PARTIES may invite.
- d. If the issue is not resolved within thirty (30) days, then either party may require, in writing, that the matter shall be reviewed in a non-binding, structured mediation process developed on a cooperative basis by the PARTIES, and the PARTIES shall consider in good faith any recommendations or settlements arising from such process.
- e. All of the steps preceding shall be a prerequisite to either party suing under this AGREEMENT for breach, specific performance, or any other relief related to this AGREEMENT, except that either party may seek an injunction to prevent irreparable harm.

34. COUNTERPARTS. The PARTIES may execute this AGREEMENT in two or more counterparts, which shall, in the aggregate, be signed by both PARTIES; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS, both the City and the YMCA have caused this AGREEMENT to be executed by authorized officers.

CITY OF SAMMAMISH

By 

Its City Manager  
Date: 4/29/2013

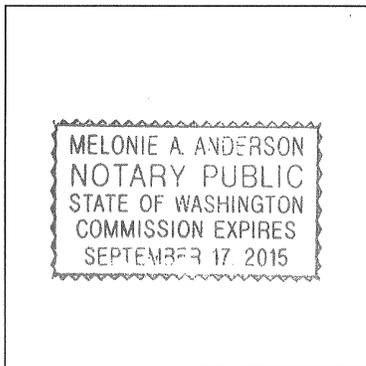
YMCA OF GREATER SEATTLE

By [Signature]  
Its President CEO  
Date: April 26, 2013

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF KING )

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

Dated: 4/29/2013



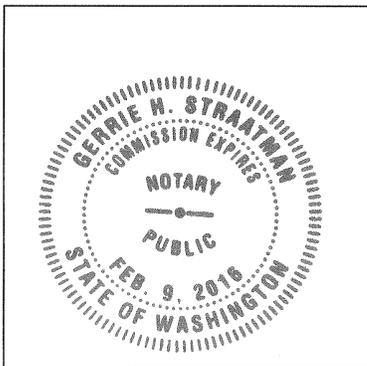
Melonie A. Anderson  
Notary Public  
Print Name Melonie A. Anderson  
My commission expires 09-17-2015

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Robert B. Gilbertson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President/CEO of the YMCA of Greater Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-26-2013



Gerrie H. Straatman  
Notary Public  
Print Name Gerrie H. Straatman  
My commission expires 2-9-2016

(Use this space for notarial stamp/seal)

**EXHIBIT A**

**Legal Description of the Property**

**King County Parcel # 042406-9001 (Lot "C" in graphic)**

LOT 2 OF KING COUNTY SHORT PLAT NUMBER S89S0099 RECORDED UNDER RECORDING NUMBER 9010319001 AND MINOR PLAT ALTERATION RECORDED UNDER RECORDING NUMBER 20040115900020 RECORDS OF KING COUNTY WASHINGTON, CONTAINING 408,089 SQUARE FEET MORE OR LESS. TOGETHER WITH 1/3 INTEREST IN TRACT Y.

**EXHIBIT B****Legal Description of Adjacent Property  
(Includes Tract Y and Lot B)****King County Parcel # 042406-TRCT (Tract "Y" in graphic)**

THAT PORTION OF LOTS 1, 3 AND TRACT X OF KING COUNTY SHORT PLAT NUMBER S89S0099 RECORDED UNDER RECORDING NUMBER 9010319001 AND MINOR PLAT ALTERATION RECORDED UNDER RECORDING NUMBER 20040115900020 RECORDS OF KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT X OF SAID MINOR PLAT ALTERATION, BEING A POINT ON THE WEST MARGIN OF 228TH AVE SE LYING 50.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., BEING THE TRUE POINT OF BEGINNING;

THENCE, NORTH 89°00'07" WEST, ALONG THE SOUTH LINE OF SAID TRACT X, 494.53 FEET TO THE SOUTHWEST CORNER OF SAID TRACT X;  
 THENCE NORTH 00°25'53" EAST FOLLOWING ALONG THE WESTERLY LINE OF SAID TRACT X 310.39 FEET;  
 THENCE NORTH 70°59'27" WEST 50.00 FEET;  
 THENCE NORTH 00°25'54" EAST 31.65 FEET TO THE NORTHWEST CORNER OF SAID TRACT X;  
 THENCE SOUTH 70°59'27" EAST, FOLLOWING ALONG THE NORTHERLY LINE THEREOF 81.65 FEET;  
 THENCE SOUTH 00°25'56" WEST 304.40 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 27.84 FEET NORTH OF THE SOUTH LINE OF TRACT X;  
 THENCE SOUTH 89°00'07" EAST ALONG SAID PARALLEL LINE 308.60 FEET;  
 THENCE NORTH 01°26'08" EAST 2.16 FEET TO THE NORTH LINE OF SAID TRACT X;  
 THENCE SOUTH 89°00'07" EAST FOLLOWING ALONG SAID NORTH LINE 2.86 FEET TO A POINT OF CURVATURE TO THE LEFT;  
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 76°48'35" FOR AN ARC LENGTH OF 33.51 FEET;  
 THENCE SOUTH 89°00'07" EAST 35.52 FEET TO A NON TANGENT CURVE;  
 THENCE ALONG SAID CURVE, CURVING TO THE SOUTHEAST HAVING A RADIUS BEARING SOUTH 89°00'07" EAST 25.00 FEET, WITH A CENTRAL ANGLE OF 51°05'00" AND AN ARC LENGTH OF 22.29 FEET;  
 THENCE SOUTH 89°00'07" EAST 73.61 FEET TO A POINT ON THE WEST MARGIN OF 228TH AVE SE AND THE NORTHEAST CORNER OF SAID TRACT X;  
 THENCE SOUTH 00°25'53" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 26,676 SQUARE FEET MORE OR LESS.

**King County Parcel # 042406-9255 (New Lot "B" in graphic)**

ALL OF LOT B AND THAT PORTION OF LOT A OF THE CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT No. PLN2008-00029 RECORDED UNDER RECORDING NUMBER 20080605900003 RECORDS OF KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

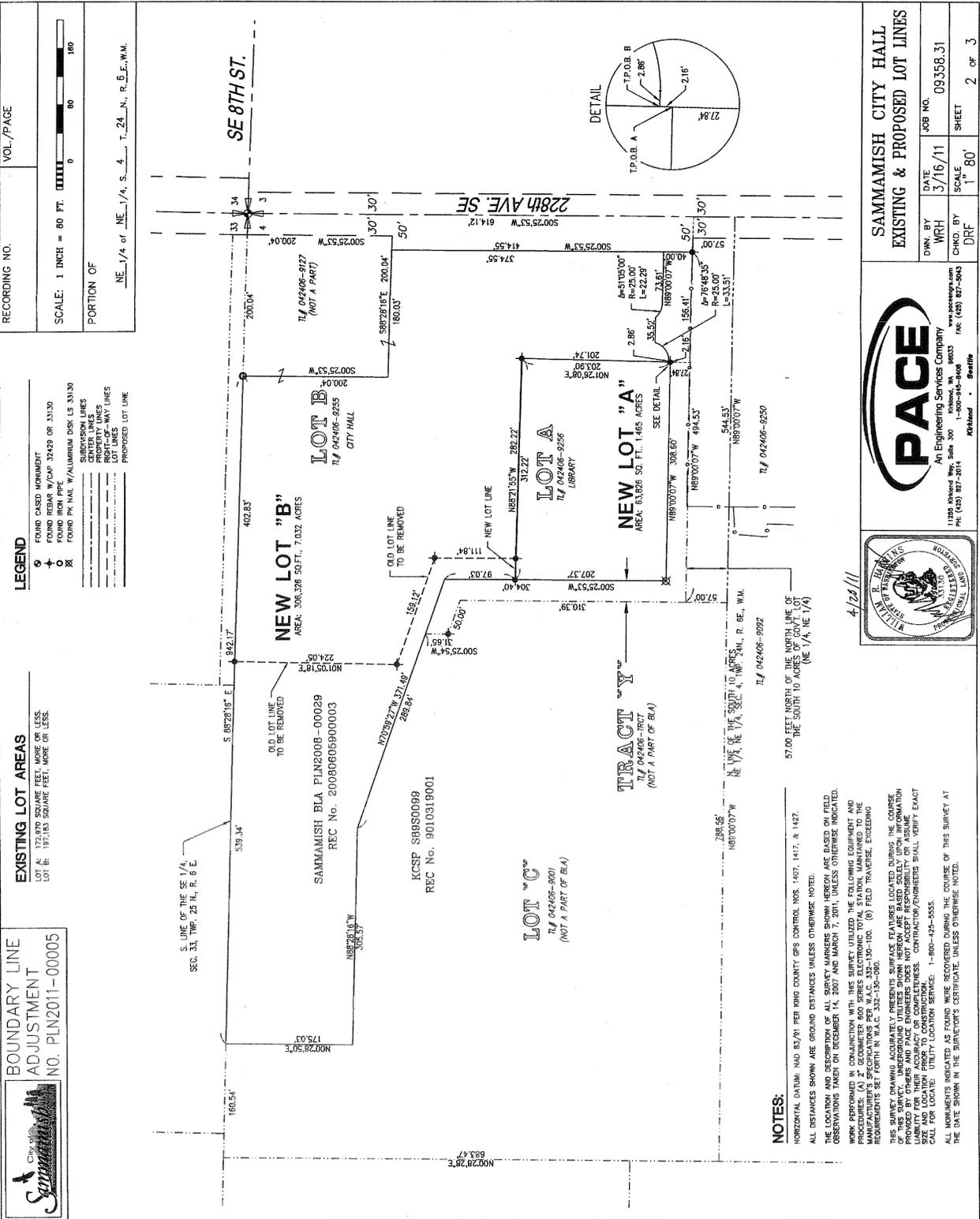
COMMENCING AT THE SOUTHEAST CORNER OF TRACT X OF SAID BOUNDARY LINE ADJUSTMENT No. PLN2008-00029, BEING A POINT ON THE WEST MARGIN OF 228TH AVE SE LYING 50.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.;

THENCE, NORTH 89°00'07" WEST, ALONG THE SOUTH LINE OF SAID TRACT X, 156.41 FEET;  
 THENCE NORTH 01°26'08" EAST, 27.84 FEET TO THE SOUTHEAST CORNER OF LOT A;  
 THENCE CONTINUING NORTH 01°26'08" EAST 2.16 FEET TO THE SOUTHWEST CORNER OF LOT B AND THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUING NORTH 01°26'08" EAST A DISTANCE OF 201.74 FEET TO THE NORTHEAST CORNER OF SAID LOT A;  
 THENCE NORTH 88°21'55" WEST ALONG THE NORTHERLY LINE AND THE EXTENSION THEREOF 312.22 FEET TO THE WESTERLY LINE OF SAID LOT A;  
 THENCE ALONG THE WEST AND SOUTH LINES, OF SAID LOT A, THE FOLLOWING COURSES: NORTH 00°25'53" EAST 97.03 FEET;  
 THENCE NORTH 70°59'27" WEST 371.49 FEET;  
 THENCE NORTH 88°28'16" WEST 305.57 FEET;  
 THENCE NORTH 00°28'50" EAST 175.03 FEET, TO THE NORTHWEST CORNER THEREOF;  
 THENCE NORTH 88°28'16" WEST ALONG THE NORTH LINES OF SAID LOTS A AND B 942.17 FEET;  
 THENCE SOUTH 00°25'53" WEST, 200.04 FEET;  
 THENCE SOUTH 88°28'16" EAST 180.03 FEET TO THE WESTERLY MARGIN OF SAID 228TH AVE SE;  
 THENCE SOUTH 00°25'53" EAST ALONG SAID WESTERLY MARGIN 374.55 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED TRACT X;  
 THENCE NORTH 89°00'07" WEST FOLLOWING ALONG THE NORTH LINE THEREOF 73.61 FEET TO A POINT OF CURVATURE TO THE RIGHT;  
 THENCE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 51°05'00" FOR AN ARC LENGTH OF 22.29 FEET;  
 THENCE NORTH 89°00'07" WEST 35.52 FEET TO A NON TANGENT CURVE;  
 THENCE ALONG SAID CURVE, CURVING TO THE SOUTHWEST HAVING A RADIUS BEARING NORTH 89°00'07" WEST 25.00 FEET, WITH A CENTRAL ANGLE OF 76°48'35" AND AN ARC LENGTH OF 33.51 TO A POINT OF TANGENCY;  
 THENCE NORTH 89°00'07" WEST 2.86 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE NORTHERLY 200 FEET OF THE EASTERLY 230 FEET OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. LESS COUNTY ROAD.

CONTAINING 346,362 SQUARE FEET MORE OR LESS (7.951 ACRES).

TOGETHER WITH 1/3 INTEREST IN TRACT Y.



**BOUNDARY LINE ADJUSTMENT**  
NO. PLN2011-00005

**EXISTING LOT AREAS**  
LOT A: 172,970 SQUARE FEET, MORE OR LESS.  
LOT B: 197,183 SQUARE FEET, MORE OR LESS.

**LEGEND**  
 ○ FOUND CASED MONUMENT  
 + FOUND REBAR W/CAP 3/4" X 3/32"  
 ○ FOUND IRON PIPE  
 ⊗ FOUND P.K. NAIL W/ALUMINUM DISK L.S. 3/32"  
 --- SUBDIVISION LINES  
 --- PROPERTY LINES  
 --- RIGHT-OF-WAY LINES  
 --- PROPOSED LOT LINE

SCALE: 1 INCH = 80 FT.

RECORDING NO. \_\_\_\_\_ VOL. / PAGE \_\_\_\_\_

PORTION OF \_\_\_\_\_

NE 1/4 of NE 1/4, S. 4, T. 24 N., R. 5 E., W.M.

**NEW LOT "B"**  
AREA: 306,376 SQ. FT., 7.032 ACRES  
REC No. 200808069000003

**LOT B**  
T/L 042406-9127 (NOT A PART)  
T/L 042406-9255 CITY HALL

**LOT A**  
T/L 042406-9256 LIBRARY

**NEW LOT "A"**  
AREA: 63,826 SQ. FT., 1.465 ACRES

**TRACT "Y"**  
T/L 042406-7002 (NOT A PART OF BLA)

**LOT "C"**  
T/L 042406-9001 (NOT A PART OF BLA)

**TRACT "X"**  
T/L 042406-9092

**TRACT "Z"**  
T/L 042406-9092

**TRACT "W"**  
T/L 042406-9092

**TRACT "V"**  
T/L 042406-9092

**TRACT "U"**  
T/L 042406-9092

**TRACT "T"**  
T/L 042406-9092

**TRACT "S"**  
T/L 042406-9092

**TRACT "R"**  
T/L 042406-9092

**TRACT "Q"**  
T/L 042406-9092

**TRACT "P"**  
T/L 042406-9092

**TRACT "O"**  
T/L 042406-9092

**TRACT "N"**  
T/L 042406-9092

**TRACT "M"**  
T/L 042406-9092

**TRACT "L"**  
T/L 042406-9092

**TRACT "K"**  
T/L 042406-9092

**TRACT "J"**  
T/L 042406-9092

**TRACT "I"**  
T/L 042406-9092

**TRACT "H"**  
T/L 042406-9092

**TRACT "G"**  
T/L 042406-9092

**TRACT "F"**  
T/L 042406-9092

**TRACT "E"**  
T/L 042406-9092

**TRACT "D"**  
T/L 042406-9092

**TRACT "C"**  
T/L 042406-9092

**TRACT "B"**  
T/L 042406-9092

**TRACT "A"**  
T/L 042406-9092

**NOTES:**  
 HORIZONTAL DATUM: NAD 83/11 PER KING COUNTY GPS CONTROL NOS. 1407, 1417, & 1427.  
 ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.  
 THE LOCATION AND DESCRIPTION OF ALL SURVEY MARKERS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS TAKEN ON DECEMBER 14, 2007 AND MARCH 7, 2011, UNLESS OTHERWISE INDICATED.  
 WORK PERFORMED IN CONJUNCTION WITH THIS SURVEY UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES: (A) 2" GEOMETRIC 600 SERIES ELECTRONIC TOTAL STATION; (B) FIELD TRANSIT; (C) FIELD REQUIREMENTS SET FORTH IN W.A.C. 332-130-080.  
 THIS SURVEY DRAWING ACCURATELY PRESENTS SURFACE FEATURES LOCATED DURING THE COURSE OF THIS SURVEY. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED SOLELY UPON INFORMATION PROVIDED BY THE OWNER AND CONTRACTOR. CONTRACTOR/ENGINEERS SHALL VERIFY EXACT SIZE AND LOCATION PRIOR TO CONSTRUCTION.  
 CALL FOR LOCATE: UTILITY LOCATOR SERVICES: 1-800-492-5555.  
 ALL MONUMENTS NOT SHOWN AS FOUND WERE RECOVERED DURING THE COURSE OF THIS SURVEY AT THE DATE SHOWN IN THE SURVEYOR'S CERTIFICATE, UNLESS OTHERWISE NOTED.

**PACE**  
An Engineering Services Company

11250 Midwest Way, Suite 300  
Indianapolis, IN 46233  
Tel: (416) 927-2014  
Fax: (416) 927-2014  
Kishland • Seattle

**SAMMAMISH CITY HALL**  
EXISTING & PROPOSED LOT LINES

DWN. BY: WRH  
DATE: 3/16/11  
JOB NO.: 09358.31

CHKD. BY: \_\_\_\_\_  
SCALE: 1" = 80'  
SHEET: 2 of 3

**EXHIBIT C**

**Recreational Property Lease**

**RECREATIONAL PROPERTY GROUND LEASE**

This Ground Lease ("**Lease**") is made as of the 29 day of April, 2013 (the "**Effective Date**"), by and between YMCA OF GREATER SEATTLE, a Washington non-profit corporation, (the "**YMCA**") and CITY OF SAMMAMISH, a Washington municipal corporation (the "**City**").

RECITALS

A. YMCA is the owner of the real estate described on Exhibit A attached hereto (the "**Premises**") which is comprised of approximately seven (7) acres adjacent to the Pine Lake Middle School in Sammamish, Washington;

B. City desires to lease and develop the Premises as a community recreational facility; and

C. YMCA is willing to lease the Premises to City for nominal rent so that City may construct certain recreational improvements on the Premises and use the Premises for community recreational purposes;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

THE DEMISE

1.1. Demise. In consideration of the rents, covenants and agreements contained in this Lease, YMCA hereby leases the Premises to City, and City hereby leases the Premises from YMCA upon and subject to the conditions set forth in this Lease, and subject to all liens, encumbrances and matters of record as of the date of this Lease.

1.2. Use of Premises. The Premises shall be used and occupied only for the purpose of the development, operation and maintenance of recreational facilities, landscaped areas, parking areas and such other purposes related to the operation and maintenance of the recreational facilities (the "**Recreational Facilities**") as the City deems appropriate. City shall not use or permit the Premises to be used for any other purposes without the prior written approval of YMCA.

ARTICLE 2

TERM

2.1. Duration. The term of this Lease shall be co-terminus with the term of the leasehold interest granted by City as lessor to YMCA as lessee, as such term may be extended, under the Community and Aquatic Center Operating and Management Agreement (the "**Center Lease**"), by and between YMCA and City dated as of the Effective Date (the "**Term**").

## ARTICLE 3

RENT

3.1 Total Amount. City shall pay to YMCA in advance upon the commencement of the Term the sum of One Dollar (\$1.00) as prepaid rent for the initial year of the Term and One Dollar (\$1.00) per year thereafter. The latter sum shall be paid to the YMCA, in annual installments, no later than the first week of each new rental year.

## ARTICLE 4

FINANCIAL INFORMATION

4.1 City's Preliminary Budget. A copy of City's preliminary budget for the installation and construction of the Recreational Facilities, including anticipated sources of funding, shall be provided to the YMCA upon completion. City agrees to provide YMCA with a copy of each revision to the Construction Budget within thirty (30) days after each revision is prepared.

4.2 City Council Meetings. City shall notify YMCA of the time and place of all meetings of its City Council for which development of the Recreational Facilities is on the meeting agenda, and shall give representatives of YMCA the opportunity to attend such meetings.

## ARTICLE 5

CONSTRUCTION OF IMPROVEMENTS

5.1 Approval of Plans. YMCA agrees that City may develop and construct the Recreational Facilities and all necessary appurtenant improvements on the Premises, including, but not limited to: irrigation systems; drainage facilities; restroom buildings; maintenance buildings; public parking lots; club house; practice areas; picnic facilities; play fields; playground equipment; street improvements; bleacher facilities; lighting systems; water, power and sewer utilities. City shall submit all site and construction plans with regard to the development described above (including but not limited to clearing, grading, and construction plans) to YMCA for YMCA's prior review and approval, which approval shall not be unreasonably withheld. YMCA shall respond to City's request for approval within fifteen (15) days of its receipt of City's plans. City shall not commence any construction of the Recreational Facilities until the construction plans have been approved in writing by YMCA (the "**Final Construction Plans**").

5.2 Termination for Delay. If City's development plans with regard to the Recreational Facilities are not completed by June 30, 2018, YMCA may terminate this Lease by giving a minimum of six (6) months' notice of termination, which notice shall be deemed void if City completes such plans within the six (6) month notice period. Development plan refers to a concept-level site plan and preliminary budget estimates.

5.3 Road Improvements and Utilities. City shall be responsible to construct or cause the construction at its expense all utility improvements, road improvements, traffic signals, parking improvements and any other improvements that are desired by City or required by any local government body in connection with the development of the Recreation Facilities on the Premises.

5.4 Construction of Improvements. City agrees to construct or cause the construction of the Recreation Facilities in accordance with the Final Construction Plans. City shall be solely responsible for the cost of all construction required in connection with the development of the Recreation Facilities. YMCA shall not be required to contribute to the cost of the construction of such improvements. City covenants and agrees to promptly pay for all labor and materials used in the construction of the Recreation Facilities and to

indemnify and hold YMCA harmless from any liens, claims or causes of action arising from or related to the construction of the improvements.

5.5 Amortization. The value of the City improvements for purposes of this Lease shall be deemed to be amortized on a forty (40) year straight line basis from the date paid. If termination occurs, the City will be compensated for the unamortized share of the City improvements, provided that the City shall receive no compensation for the City Improvements if the City terminates this lease without cause or if termination occurs upon City's purchase of the Premises.

## ARTICLE 6

### TAXES AND UTILITIES

6.1 Utilities. City shall be solely responsible for the payment of all utilities serving the Premises during the Term, and shall pay and discharge all utility charges which are incurred for utilities used at the Recreational Facilities during the Term.

6.2 Real Estate Taxes and Assessments. City shall pay all real estate taxes and assessments that are imposed upon the Premises. If the property is purchased by the City, the YMCA, as the seller, shall be obligated to pay Real Estate Excise Taxes if due.

6.3 Leasehold Excise Tax. City shall pay any leasehold excise tax imposed under Ch. 82.29A RCW. Upon taking possession of the Premises, City shall complete the necessary paperwork to receive an exemption from the leasehold excise tax, if any. In the event the State of Washington makes any demand upon YMCA for payment of any leasehold excise tax under RCW 82.29A resulting from City's leasehold interest or City's use or occupancy of the Premises, City shall indemnify YMCA for all sums expended by YMCA or withheld by the State from City in connection with such taxation.

## ARTICLE 7

### MAINTENANCE AND REPAIR

7.1 Condition of Premises. City hereby accepts the Premises in their existing unimproved condition.

7.2 Condition of Recreation Facility. City covenants and agrees to construct and maintain the Recreation Facility on the Premises in a first-class condition comparable to other similar recreation facilities operated by the City; provided, however, both parties understand that the Recreation Facility will be going through a maturation process during the first three years following construction in such critical areas as grass and tree development and growth, and that accordingly, City will use its best efforts to bring the Recreation Facility up to the standards of this Lease as quickly as practical.

7.3 City's Duties. City shall not permit, commit nor suffer waste, and shall at all times during the Term hereof, and at City's sole cost and expense, keep, maintain and repair the Recreation Facilities and related improvements in good, neat and sanitary order and condition.

7.4 YMCA's Right to Inspect. The YMCA shall have the right to inspect the Premises during reasonable hours to insure compliance with the provisions of this Lease.

## ARTICLE 8

LIENS; SECURITY INTEREST

8.1 City's Duty. City will not directly or indirectly create or permit to be created or to remain, and will discharge any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other title retention agreement with respect to the Premises, any part thereof, City's interest therein, or any equipment, fixtures or personal property on the Premises that is imposed by or as a result of the actions of City.

8.2 Indemnity and Hold Harmless. City will indemnify and hold YMCA harmless from any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other title retention agreement imposed upon the Premises by or as a result of the actions of City.

## ARTICLE 9

CITY'S INSURANCE

9.1 City's Obligations. The City agrees to maintain Commercial General Liability insurance acceptable to the YMCA covering injuries to persons and damage to property, covering the City's activities under this Lease. In addition, the City shall maintain property insurance covering the replacement costs of all of the City's Improvements on the Premises. By requiring such insurance coverage, the YMCA shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this Lease. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Scope and Limits of Insurance. Coverage shall be at least as broad as:

- (A) Property Insurance: ISO Causes of Loss – Special Form, including Theft, as part of the Commercial Property Insurance insuring the improvements constructed on the Property by the City or repaired or replaced by the YMCA in an amount sufficient to cover the entire replacement cost thereof, without coinsurance.
- (B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate; provided that upon the opening and operation of the Recreation Facilities and thereafter while this AGREEMENT remains in effect, the limit shall be not less than \$5,000,000 combined single limit per occurrence, \$10,000,000 aggregate. The policy shall include but not be limited to:
- (1) Coverage for Premises and operations;
  - (2) Contractual liability (including specifically liability assumed herein);
  - (3) Employers Liability ("Stop-Gap" coverage).
- (C) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 03 06) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, for a limit of not less than \$1,000,000 combined single limit per occurrence.
- (D) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington statutory limits.

(E) Other Insurance Provisions. The insurance coverages required by this LEASE are to contain or be endorsed to contain the following provisions where applicable:  
Liability Coverages:

(1) To the extent of the City's acts (including the acts of the City's employees, agents and consultants), the City's insurance coverage shall be primary insurance in respect to the YMCA, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the YMCA, its officers, officials, employees, and agents shall be excess to any available insurance coverages.

(2) The City's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

9.2 All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the YMCA.

9.3 Acceptability of Insurers. Unless otherwise consented to by the YMCA, insurance coverage is to be placed with insurers with a Best's rating of no less than AVII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VII.

9.4 Verification of Coverage. The City shall furnish the YMCA with certificates of insurance and endorsements required by this Lease. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the YMCA and are to be received and approved by the YMCA prior to the commencement of activities associated with this Lease. The YMCA reserves the right to require complete certified copies of all required policies at any time.

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

9.6 Government Insurance Pool. The City's membership in a government self-insured risk pool shall satisfy all conditions set forth under section 9.

## ARTICLE 10

### YMCA'S INSURANCE

10.1 YMCA's Obligations. The YMCA agrees to maintain Commercial General Liability insurance acceptable to the City covering injuries to persons and damage to property, with the City included as an Additional Insured, covering the YMCA's activities under this Lease. Any deductibles or self-insured retention elected by YMCA shall be pre-approved by the City. YMCA shall bear the responsibility for payment of any deductibles or self-insured retention amount. By requiring such insurance coverage, the City shall not be deemed to, or construed to, have assessed the risks that may be applicable to the YMCA in this Lease. The YMCA shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Scope and Limits of Insurance. Coverage shall be at least as broad as:

- (A) Property Insurance: Property insurance shall be written on an all risk basis, covering the full value of YMCA's property and improvements with no coinsurance provisions.
- (B) General Liability: Insurance Services Office form number (CG00 01 Ed. 12-07) covering Commercial General Liability, with a limit of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate. The policy shall include but not be limited to:
- (1) Coverage for the YMCA's interest in the Premises and any operations conducted by the YMCA;
  - (2) Contractual liability (including specifically liability assumed herein);
  - (3) Employers Liability ("Stop-Gap" coverage).
- (C) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 03 06) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, for a limit of not less than \$5,000,000 combined single limit per occurrence.
- (D) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington statutory limits.
- (E) Other Insurance Provisions. The insurance coverages required by this Lease are to contain or be endorsed to contain the following provisions where applicable:

Liability Coverages:

- (1) The City, its officers, officials, employees, and agents are to be endorsed as Additional Insured in respects to: liability arising out of activities by or on behalf of the YMCA in connection with this Lease.
- (2) To the extent of the YMCA's acts and willful misconduct of the YMCA Parties in performance of this agreement, the YMCA's insurance coverage shall be primary insurance in respect to the City, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, and agents shall be excess to any other available insurance coverages.
- (3) The YMCA's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

10.2 All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the City.

10.3 Acceptability of Insurers. Unless otherwise consented to by the City, insurance coverage is to be placed with insurers with a Best's rating of no less than AVII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VII.

10.4 Verification of Coverage. The YMCA shall furnish the City with certificates of insurance and endorsements required by this LEASE. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City and are to be received and approved by the City prior to the commencement of activities associated with this Lease. The City reserves the right to require complete certified copies of all required policies at any time.

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

#### ARTICLE 11

##### INDEMNIFICATION AND LIABILITY

11.1 The City shall defend, indemnify, and hold harmless the YMCA, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of City's use of Premises, or from the conduct of City's business, or from any activity, work or thing done, permitted, or suffered by the YMCA in or about the Premises, except only such injury or damage as shall have been occasioned by the negligence and willful misconduct of the YMCA, its officers, officials, employees or volunteers in the performance of this agreement. In no event shall the City be responsible for the injury or damage as shall have been occasioned by the actions of the YMCA in regard to activities performed under this agreement.

11.2 Insurance. The City 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 City's operation and use of the leased Premises.

11.3 No Limitation. City's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the City to the coverage provided by such insurance, or otherwise limit the YMCA's recourse to any remedy available at law or in equity.

11.4 No Limitation. The City's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the City to the coverage provided by such insurance, or otherwise limit the YMCA's recourse to any remedy available at law or in equity.

11.5 Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### ARTICLE 12

##### EMINENT DOMAIN

12.1 Option to Terminate. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, each of City and YMCA shall have the right at its option to terminate this Lease, exercisable by written notice to the other party given within thirty (30) days after the date of the taking. If neither party exercises its right to terminate this Lease, City may continue in possession of the remainder of the Premises under the terms of this Lease.

12.2 Award. In the event of any taking, partial or whole, YMCA shall be entitled to the entire

award judgment or settlement from the condemning authority for the value of the Premises taken by the condemning authority, less the unamortized value of the City's improvements which amount shall be allocated to the City to the extent it is included in the award.

## ARTICLE 13

### EVENTS OF DEFAULT BY CITY AND YMCA'S REMEDIES

13.1 Events of Default. Any of the following occurrences or acts shall constitute an event of default under this Lease:

- (A) Failure to Perform. If City shall
  - (1) default in making payment when due of any rent or any other amount payable by City hereunder; or
  - (2) failure to maintain the Recreational Facilities in the manner required by this Lease; or
  - (3) default in the observance or performance of any other substantial provision of this Lease to be observed or performed by City hereunder; and

if such default shall continue as to subsection (1) for thirty (30) days or as to subsections (2) and (3) above for sixty (60) days, in each case after YMCA shall have given to City notice specifying such default and demanding that the same be cured, or, with respect to a default under subsections (2) and (3), if by reason of the nature thereof such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, if City shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default and with all due diligence, it being intended in connection with a default not susceptible of being wholly cured with due diligence within such period that the time within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence; or

13.2 Remedies Upon City's Default. In the event of any default by City as defined hereinabove which default remains uncured after the expiration of the respective period set forth above, YMCA may exercise the following remedies:

(A) Terminate Lease. If there is a default which, within YMCA's reasonable discretion, affects City's ability to operate and maintain a first class Recreation Facility, YMCA may terminate City's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and City shall immediately surrender possession of the Premises to YMCA.

(B) Other Remedies. Any other remedy which may be available to YMCA at law or equity, including but not limited to actions for damages, and or injunctive relief.

13.3 Cumulative Rights and Remedies. The rights and remedies reserved to YMCA herein, including those not specifically described, shall be cumulative, and except as provided by Washington statutory law in effect at the time, YMCA may pursue any and all such rights and remedies at the same time or independently.

13.4 No Waiver. No delay or omission of YMCA to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or remedy or of any default by City hereunder. The acceptance by YMCA of rent or any additional rent hereunder shall not be a waiver of any

preceding breach or default by City of any provision hereof, other than the failure of City to pay the particular rent accepted, regardless of YMCA's knowledge of such preceding breach or default at the time of acceptance of such rent, or, except as expressly set forth herein, a waiver of YMCA's right to exercise any remedy available to YMCA by virtue of such breach of default.

13.5 Attorneys' Fees. If either party incurs any expenses, including but not limited to reasonable attorneys' fees, consultant and expert witness fees, in connection with any action or proceeding instituted by any party by reason of any default or alleged default of a party hereunder, the party prevailing in such action or proceeding shall be entitled to recover its reasonable expenses from the other party hereof. For purposes of this provision, in any action or proceeding instituted pertaining to the Lease, a party shall be deemed the prevailing party if (a) judgment is entered substantially in favor of said party, or (b) before trial or judgment the other party shall pay all or any portion of the charges claimed by said party, or the other party shall eliminate the condition(s), cease the act(s) or otherwise cure the omissions(s) claimed by said party to constitute a default by the other party hereunder.

13.6 Preliminary Dispute Resolution. Notwithstanding anything herein to the contrary, if either party claims that the other party has breached any term of this Lease, or in the event of disputes or disagreements under this Lease, the following procedures shall be followed if and when informal communications, such as e-mails and telephone conversations, fail to satisfy the claiming party:

(A) The claiming party's Designated Representative shall provide a written notice to the other party's Designated Representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of this Lease that the complaining party alleges was violated.

(B) The responding party's Designated Representative shall respond to the notice in writing within fifteen (15) working days. The response shall state that party's position as well as what, if any, corrective action the responding party agrees to take.

(C) The complaining party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fifteen (15) days of receipt of the responding party's reply unless otherwise mutually agreed. If dissatisfied, the complaining party shall call an in-person meeting. Otherwise, the matter shall be considered closed. The meeting shall occur within a reasonable period of time and shall be attended by the Designated Representative of each party, and such others as the parties may invite.

(D) If the issue is not resolved within thirty (30) days, then either party may require, in writing, that the matter shall be reviewed in a non-binding, structured mediation process developed on a cooperative basis by the parties, and the parties shall consider in good faith any recommendations or settlements arising from such process.

(F) All of the steps preceding shall be a prerequisite to either party suing under this Lease for breach, specific performance, or any other relief related to this Lease, except that either party may seek an injunction to prevent irreparable harm.

#### ARTICLE 14

##### CITY TO COMPLY WITH APPLICABLE LAWS AND AGREEMENTS

14.1 Compliance with Laws. City shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. City shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or

requirements now in force or which may hereafter be in force, and obtain all permits, licenses or other approvals required by governmental agencies or bodies. City shall further comply with the requirements of any board or fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises.

14.2 Compliance with Agreements. City shall comply with all insurance policies and applicable agreements to which City is a party or by which it is bound, now or hereafter in effect, and all agreements of which City has notice and which are now in effect and applicable to the Premises.

## ARTICLE 15

### ARBITRATION

15.1 If any controversy shall arise under this Lease which is not resolved by YMCA and City, then at the request of either of the parties hereto, the controversy shall be determined in King County, Washington by a disinterested arbitrator who shall be chosen jointly by YMCA and City. The arbitrator shall be a member of Judicial Disputes Resolution or JAMS in Seattle, Washington. The arbitrator shall as promptly as possible determine the matter or matters before him. The fees and expenses of the arbitrator shall be evenly divided between and paid by the parties. The party hereto requesting arbitration shall give notice in writing to the other party of such desire, naming a proposed arbitrator. In the event the other party shall fail, within a period of thirty (30) days after the giving of such notice, to approve the proposed arbitrator, or propose an alternate arbitrator, or in the event parties are unable to agree upon the arbitrator within such thirty (30) day period, or if the arbitrator shall die, resign or become incapable of action as an arbitrator, then any court of general equity jurisdiction in the State of Washington shall, on request of the party not in default, or upon the request of either party, appoint an arbitrator within fifteen (15) days after such request. The decision of the arbitrator in conformity with the foregoing direction shall be final and conclusive upon the parties hereto. The decision of the arbitrator shall be in writing, signed in duplicate by the arbitrator, and one copy shall be delivered to each of the parties hereto. Judgment upon such decision may be entered in and court of competent jurisdiction. Except as otherwise provided in this Section, the rules of Judicial Disputes Resolution or JAMS shall apply to any arbitration proceeding hereunder.

## ARTICLE 16

### WAIVER

16.1 The waiver by either party of any term, covenant or condition herein contained on the part of the other party to be performed shall not be deemed a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by YMCA shall not be deemed to be a waiver of any preceding breach by City of any term, covenant or condition of this Lease, other than the failure of City to pay the particular rent so accepted, regardless of YMCA's knowledge of such preceding breach at the time of acceptance of such rent.

## ARTICLE 17

### SIGNS

17.1 Signs. City may post or erect any signs on the Premises without the prior approval of YMCA. City agrees to post signs acknowledging YMCA's contribution to the Recreational Facilities at the request of YMCA.

## ARTICLE 18

NOTICES

18.1 Addresses. All notices, requests, demands, instructions or other documents to be given hereunder to any party shall be in writing, shall be effective upon proof of receipt, and shall either be personally delivered to the party at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) or delivered by overnight express mail service or delivered by mail, sent by registered or certified mail, return receipt requested, as follows:

If to YMCA:	President/CEO YMCA of Greater Seattle 900 Fourth Avenue Seattle, WA 90104
and to:	Regional Executive Coal Creek YMCA 13750 Newcastle Golf Club Road Newcastle, WA 98059
If to City:	City Manager City of Sammamish 801 228th Avenue SE Sammamish, WA 98075
and to:	Parks and Recreation Director City of Sammamish 801 228th Avenue SE Sammamish, WA 98075

## ARTICLE 19

ASSIGNMENT AND SUBLEASING

19.1 Assignment. City shall not assign, sublease, mortgage, or encumber this Lease or delegate the duties of City under this Lease (each a "**Tenant Transfer**") without the prior written consent of YMCA, which consent shall not be unreasonably withheld. A consent to one Tenant Transfer shall not be deemed to be a consent by YMCA to any subsequent Tenant Transfer, by Tenant or by another person. This Lease shall not, nor shall any interest of City herein, be assignable by operation of law, without prior written consent of YMCA. No assignment or sublease of this Lease shall relieve City from liability hereunder.

## ARTICLE 20

OPTION TO PURCHASE

20.1 Grant of Option. YMCA hereby grants City an option to acquire the Premises and all improvements at any time during the Term.

20.2 Purchase Price. The purchase price shall be a fair market value purchase price for the the Premises without valuing structures constructed by the City, determined by agreement or appraisal.

20.3 Option Terms. The terms of the purchase option are stated in Exhibit B ("Purchase Option Terms") attached hereto and incorporated herein by reference.

20.4 Termination of Option. If the purchase option granted herein is not timely and properly exercised as provided in Exhibit B, the purchase option shall terminate and be of no further force or effect.

20.5 Assignability. The purchase option granted herein is personal to City and may not be assigned to any other person or entity without YMCA's written consent which consent may be withheld in YMCA's sole discretion.

## ARTICLE 21

### MISCELLANEOUS

21.1 Merger. All understandings and agreements heretofore made or reached between the parties respecting the transactions contemplated by this Lease are merged in this Lease. This Lease fully and completely expresses the agreement of the parties. There are no representations, warranties or agreements except as specifically set forth in this Lease.

21.2 No Joint Venture or Agency. Nothing contained in this Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between YMCA and City, nor is either party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

21.3 Net Lease. This lease is intended, and is hereby declared, to be a net lease, it being the intention of the parties hereto that YMCA shall not be required to provide any services or do any act in connection with the Premises, unless and except as specifically provided herein.

21.4 Amendments. No change in or addition to or waiver or termination of this Lease any part hereof, shall be valid unless made in writing and signed by or on behalf of the party charged therewith.

21.5 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Washington.

21.6 Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Lease.

21.7 Successors and Assigns. Subject to the provisions hereof restricting the sublease or assignment by City, all the terms and provisions of this Lease shall be binding upon and to the benefit of and be enforceable by the parties and the successors and assigns of the parties.

21.8 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes.

21.9 Schedule of Exhibits. This Agreement includes the following exhibits attached hereto and incorporated herein by this reference.

Exhibit A	Premises – Legal Description
Exhibit B	Purchase Option Terms

IN WITNESS WHEREOF YMCA and City have executed this Lease as of the date set forth in the first paragraph of this Lease to evidence their agreement to the terms of this Lease.

**YMCA:**

**CITY:**

YMCA of Greater Seattle

City of Sammamish

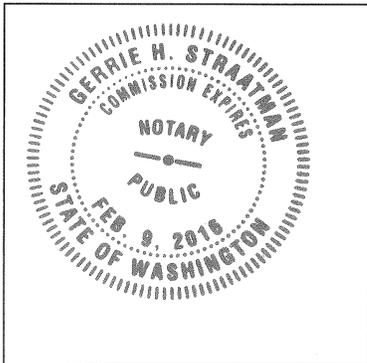
By   
Its President/CEO

  
By Ben Yazici  
Its City Manager

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Robert B. Gilbertson Jr is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President/CEO of YMCA OF GREATER SEATTLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-26, 2013



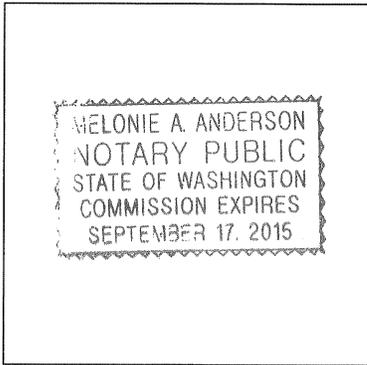
(Use this space for notarial stamp/seal)

Gerrie H. Straatman  
Notary Public  
Print Name GERRIE H. STRAATMAN  
Residing at: Seattle, WA  
My commission expires 2-9-2016

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Ben Yagici is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the City Manager of CITY OF SAMMAMISH, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 29, 2013



(Use this space for notarial stamp/seal)

Melonie A. Anderson  
Notary Public  
Print Name Melonie A. Anderson  
Residing at: Sammamish, WA  
My commission expires 9/17/2015

EXHIBIT A

Premises - Legal Description

PARCEL "B" ADJUSTED DESCRIPTION OF THE CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT FOR PINE LAKE MIDDLE SCHOOL, AS RECORDED UNDER RECORDING NO. 20040315900005, RECORDS OF KING COUNTY; BEING A PORTION OF LOTS 1 AND 2 OF CITY OF SAMMAMISH SHORT PLAT NO. SHP-002005, AS RECORDED UNDER RECORDING NO. 20030912900003, AS MODIFIED BY AFFIDAVIT OF CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 20040121001886, RECORDS OF KING COUNTY; SITUATE IN THE CITY OF SAMMAMISH, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

Purchase Option Terms

EXHIBIT BPURCHASE OPTION TERMS

1. Parties Intent. City wishes to obtain an option to purchase the Premises, together with all improvements thereon and appurtenances thereto. YMCA is willing to grant City the option and, upon exercise of the option, to sell the Premises to City, on all on the terms and conditions set forth below. Capitalized terms used herein, if not otherwise defined, will have the meanings assigned to them in the parties Recreational Property Ground Lease dated April 29, 2013 (the "**Ground Lease**"), of which these terms are a part.

2. Option to Acquire Premises.

2.1 Grant of Option. YMCA hereby grants to City the exclusive right and option (the "**Option**") to purchase the Premises, on and subject to the terms and conditions set forth in this Agreement.

2.2 Option Exercise.

(a) City may exercise the Option during the Option Period (hereinafter defined) by delivering to YMCA written notice of exercise (the "**Exercise Notice**") in the manner specified in Section 6 below. and by depositing with the \_\_\_\_\_ office of First American Title Insurance Company, 818 Stewart St, Suite 800, Seattle, WA 98101, Attn: Karl Norambuena (the "**Title Company**") on the date the Exercise Notice is given the sum of Twenty-Five Thousand Dollars (\$25,000.00) in cash (the "**Earnest Money Deposit**"), provided that once the Purchase Price has been established, the Earnest Money Deposit amount shall be changed to Three Percent (3%) of the Purchase Price. Upon delivery of the Exercise Notice and the Earnest Money Deposit, YMCA shall be bound to sell, and City shall be bound to purchase, the Premises on the terms and conditions hereinafter set forth.

(b) The Earnest Money Deposit shall be held in an interest-bearing account and, except as otherwise provided herein, interest accruing thereon shall be held for the account of City. In the event the sale of the Premises is consummated as contemplated by this Agreement, the Earnest Money Deposit plus interest accrued thereon shall be credited against the Purchase Price. In the event the sale of the Premises is not consummated on the day of closing because of a default under this Agreement solely on the part of YMCA, the Title Company shall immediately return the Earnest Money Deposit plus interest accrued thereon to City. If said sale is not consummated on the day of closing because of a default under this Agreement solely by City or for any reason other than a default under this Agreement by YMCA, the Title Company shall immediately pay the Earnest Money Deposit plus interest accrued thereon to YMCA as YMCA's sole and exclusive remedy for the City's failure to close.

(c) The Option Period shall begin on the earlier of: (a) that date which is the first day of the Term (the "**Option Period Commencement Date**") and shall end at 12 o'clock midnight Pacific Standard Time on that date which is one hundred eighty (180) days prior the earlier of (a) the expiration of the Term or (b) the earlier termination of the Term (the "**Option Period Termination Date**"). The "Option Period" means the period between the Option Period Commencement Date and the Option Period Termination Date.

2.3 No Obligation to Exercise. The purpose of the Option is solely to preserve the availability of the Premises to City through the end of the Option Period and there is no obligation on the part of City to exercise the Option. If City fails to deliver the Exercise Notice and Earnest Money Deposit prior to the expiration of the Option Period, the Option shall terminate, City shall have no further right to purchase the Premises, and neither party shall have any further obligation to the other under these

Purchase Option Terms, except with respect to any provisions hereof which expressly survive termination of this Agreement.

2.4 Access to Premises During Option Period. Prior to and throughout the Option Period, City and its representatives shall have access to the Premises for the purpose of performing any and all inspections, investigations and appraisals which City deems necessary or desirable to enable it to decide whether or not it wishes to exercise the Option. City hereby agrees to pay for all inspections or testing work it orders done on the Premises and to obtain full and irrevocable lien releases from all contractors for any such work and to deliver the same to YMCA prior to performance of such inspections and work and, from time to time, at YMCA's request, to obtain further releases and deliver the same to YMCA. City further agrees to defend, indemnify and hold harmless YMCA from all liability and expenses (including attorneys' fees) in connection with any and all claims, suits and actions of every name, kind and description brought against YMCA, its agents or employees by any person or entity as a result of or on account of actual or alleged injuries or damages to persons, entities and/or Premises received or sustained, in any way arising out of, in connection with, or as a result of the acts or omissions of City, its agents, contractors or employees, in exercising any of the rights granted to City in this Section 2.4. The provisions of this Section 2.4 shall survive closing under or termination of this Agreement.

### 3. Purchase Price.

3.1 Determination of Purchase Price. If City exercises the Option, then YMCA shall sell and City shall purchase the Premises for the fair market value of the Premises fee estate, determined at its highest and best use with then-existing site improvements, but without structural improvements and without encumbrances that came into existence after the Effective Date (the "**Fair Market Value**"). If the parties cannot agree to the Fair Market Value within Fifteen (15) days after delivery of the Exercise Notice, the Fair Market Value shall be determined by appraisal in accordance with Section 3.2 below. The Fair Market value shall be the purchase price for the Premises (the "**Purchase Price**"). Except as hereafter provided, the Purchase Price shall be paid by City to YMCA at closing in cash or by wire transfer of immediately available funds, less the Earnest Money Deposit and interest accrued thereon (if any).

3.2 Appraisal Process. If Landlord and Tenant fail to agree upon the Fair Market Value within time period stated in Section 3.1, either party, by written notice (the "**Appraisal Notice**") to the other within ten (10) days after the expiration of such period, shall have the right to have the Fair Market Value determined by a binding appraisal in accordance with the procedures set forth below.

(a) YMCA and City shall each select an appraiser with at least ten (10) years' experience in the King County market. If the two appraisers are unable to agree within ten (10) days after their selection, they shall select a similarly qualified third appraiser (the "**Neutral Appraiser**"). Within twenty (20) days after selection of the Neutral Appraiser, the three appraisers shall simultaneously exchange determinations of Fair Market Value. If the lowest appraisal is more than ninety percent (90%) of the highest appraisal, then the three appraisals shall be averaged and the result shall be the Fair Market Value. If the lowest appraisal is less than ninety percent (90%) of the highest appraisal, then the Fair Market Value shall be deemed the average of the value set forth in (1) the appraisal that is closest in dollar amount to the appraisal submitted by the Neutral Appraiser, and (2) the appraisal submitted by the Neutral Appraiser. The Neutral Appraiser shall inform the parties in writing of the Fair Market Value within five (5) days after the three appraisers simultaneously exchange their respective determinations of the Fair Market Value. Each party shall bear the cost of its own appraiser and the parties shall split the cost of the Neutral Appraiser.

4. Conveyance and Title. City may cause the Title Company to deliver to City an A.L.T.A Commitment for title insurance (the "**Commitment**"). If this transaction is closed, YMCA shall deliver to City a bargain and sale deed to the Premises, subject to those covenants, conditions, restrictions, defects, liens, and encumbrances of record (the "**Permitted Exceptions**"). At closing, City shall obtain, at its cost and expense, a standard owner's policy of title insurance issued by the Title Company pursuant to the Commitment. If City desires to obtain an extended policy of title insurance, any additional premium therefor shall be paid by City.

5. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be given in accordance with the Ground Lease notice requirements.

6. Risk of Loss. Risk of loss of or damage to the Premises shall be borne by City prior to and after the date of closing. Thereafter, City shall bear the risk of loss.

7. Possession. City is entitled to possession of the Premises under the Ground Lease until the expiration of the Term or the sooner termination of the Lease. City shall be entitled to continue possession of the Premises as a holdover tenant after the Term on a month-to-month basis under the Ground Lease if City has exercised the Option and the parties are moving diligently to closing.

8. Closing and Closing Agent. Within five (5) days of delivery of the Exercise Notice and Earnest Money Deposit by City, the parties will establish an escrow with Title Company ("**Closing Agent**"). The sale shall be closed in escrow (the "**Closing**") in the offices of the Closing Agent on such date as the parties may agree (the "**Closing Date**"). It is the parties intention that the Closing Date be on or before the last day of the Term. City and YMCA shall, on demand, deposit in escrow with Closing Agent, all instruments and monies necessary to complete the sale in accordance with the terms stated herein.

8.1 Allocation of Income and Expenses. The following items shall be paid by City at Closing, as of the Closing Date:

- (a) Real and personal Premises taxes relating to the Premises;
- (b) All unpaid assessments, if any, existing as of the Closing Date, whether due and payable before or after such date, shall be assumed and thereafter paid by City;
- (c) All other income and operating expenses for or pertaining to the Premises including but not limited to public utility charges.

8.2 YMCA's Deliveries at Closing. At Closing, YMCA will deliver or cause to be delivered to City the following items, which will be duly executed and acknowledged where required:

- (a) A bargain and sale deed conveying all of YMCA's right, title and interest in and to all of the Premises, subject to those matters which are provided for in Section 4 hereof (the "**Deed**").
- (b) Such additional documents as might be reasonably required by City or Escrow Agent to consummate the sale of the Premises to City.

8.3 City's Deliveries at Closing. At Closing, City will deliver or cause to be delivered to YMCA the following items:

- (a) The cash payments required by Section 3,
- (b) Such additional documents as might be reasonably required by YMCA or Escrow Agent to consummate the purchase of the Premises by the City.

9. Closing Costs. City shall pay the following closing costs: the cost of recording the Deed to the Premises; one-half of the Closing Agent's escrow fees; the cost of any extended title insurance coverage, and the costs related to City's financing (if any). The YMCA shall pay the following closing

costs: one-half of the Closing Agents escrow fees; the cost of any standard title insurance coverage; recording fees for the deed; any real estate excise tax associated with the transfer. Any costs not allocated herein shall be paid in accordance with prevailing commercial practice for escrows in King County, Washington.

10. Conditions.

10.1 YMCA shall not be obligated to close this transaction unless and until (i) City shall have delivered or caused to be delivered to the Closing Agent the Purchase Price due to YMCA for delivery upon satisfaction of YMCA's closing obligations; (ii) City shall have delivered to YMCA all instruments required to be delivered by City pursuant to the terms of this Agreement; and (iii) there has been no material uncured breach by City of any of the agreements, representations, warranties or covenants contained in this Agreement or under the Ground Lease.

10.2 City shall not be obligated to close the transaction unless and until: (i) YMCA shall have delivered to the Closing Agent or to City all instruments required to be delivered by YMCA pursuant to the terms of this Agreement; (ii) there shall have been no material uncured breach of YMCA of any of the agreements, representations, warranties or covenants contained in this Agreement.

11. Default. Time is of the essence of this Agreement.

11.1 After delivery of the Exercise Notice and Earnest Money Deposit, City shall be deemed to be in default hereunder in the event City fails, for a reason other than YMCA's default hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required by the terms herein, or there shall have occurred a breach of any representation or warranty made by City. In the event either City is in default hereunder, and YMCA does not waive such default, YMCA may pursue any remedy available at law or in equity and, in addition thereto, may pursue any one or more of the following: enforce specific performance of this Agreement; terminate this Agreement by written notice delivered to City; retain the Earnest Money Deposit; or bring suit for damages.

11.2 After delivery of the Exercise Notice and Earnest Money Deposit, YMCA shall be deemed to be in default hereunder in the event YMCA fails, for a reason other than City's default hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required by the terms herein, or there shall have occurred a breach of any representation or warranty made by YMCA. In the event YMCA is in default hereunder, and City does not waive such default, City may pursue any remedy available at law or in equity and, in addition thereto, may pursue any one or more of the following: enforce specific performance of this Agreement; terminate this Agreement by written notice delivered to YMCA or bring suit for damages.

12. Attorneys' Fees. The attorney's fees provision in the Ground Lease shall apply to disputes regarding the Option.

13. Oral Agreements and Representations. There are no verbal or other agreements, including but not limited to any representations or warranties, which modify or affect terms of the Option, other than the provisions of the Ground lease of which these terms are a part. YMCA shall not be bound by, nor be liable for, any statements or other representations relating to the Premises made by any person, partnership, corporation or other entity which is not contained in this Agreement. City acknowledges to YMCA that in entering into this Agreement, City is not relying on any representations or warranties except those set forth in this Agreement.

14. Brokerage Commissions. Each party represents and warrants to the other that such party has incurred no liability to any real estate broker or agent with respect to the payment of any commission. If any claims for commissions or fees, including without limitation brokerage fees, finder's fees or commissions are ever made against either party in connection with this transaction, all such

claims shall be defended and, if sustained, paid by the party whose actions, commitments or alleged commitments form the basis of such claim; and such party shall indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees, finder's fees, or agents' commissions or other compensation claims asserted by any other person or entity in connection with this Agreement or the transaction contemplated hereby.

15. Nonmerger. The terms and provisions of this Agreement shall not merge in, but shall survive, the closing of the transaction contemplated hereunder.

16. Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language herein shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

17. Binding Effect. This terms herein and in the Ground Lease shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

18. Modification. This Agreement may not be altered, amended, changed, waived, terminated or modified, except as otherwise provided herein, unless the same shall be in writing and signed by all of the parties hereto.

19. Waiver. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

20. Recordation. Neither this Agreement nor any memorandum thereof shall be recorded by either party.

\* \* \*

**EXHIBIT D****Sammamish Community and Aquatic Center Minimum Specifications**

The Center will have the following program spaces, square footage and minimum specifications. “Approximately or approximate” refers to reductions of 10% or less.

- Approximately 1200 square foot Youth Development/Family/Teen Center. Location to be determined in design, advantages to locating outside the controlled membership area.
- Two community meeting spaces 400 - 800 square feet each. Location to be determined in design, advantages to locating outside the membership controlled area.
- A membership desk that serves as the control access for the membership areas of the center. It represents a single entry point and control access in Center to membership areas.
- All doors will be alarmed, and emergency call buttons in all major program areas
- Four Multi-purpose rooms (Studios). All with sound systems and I-pod docking stations, YMCA to provide associated equipment. Air turnover rates to comply with standards for exercise space.
  - Two for higher impact fitness classes ranging in approximate size from 1,200–2,200 square feet, each will have a wooden spring sports floor.
  - One approximately 1200 square foot Pilates/Yoga work out studio, flooring to be durable and cleanable excluding carpet will be determined in design.
  - One 600 square foot studio for spin classes, with rubberized floor or alternate low maintenance, easy to clean, excluding carpet.
- The gymnasium space will be approximately 7,000 square feet with wooden sports floors and interior heights consistent with gyms. The gym space is to be configured for Youth or adult basketball and volleyball, with sound system and I-pod docking. The Y will provide associated sound equipment.
- A minimum of six family locker rooms, approximately 100 square feet with showers and toilets. There will be direct access to the pool and handicapped accessibility. Finishes will include non-skid, durable flooring and non-corrosive finishes. The family locker area will include 50 lockers.
- Men’s and Women’s locker rooms approximately 1750 square feet each with shower stalls, dressing areas and 150 lockers, finishes in wet areas to include non-skid flooring and non-corrosive, durable finishes.
- Approximately 8000 square feet health and wellness space for strength and cardiovascular training equipment, space must have adequate electrical and media wiring for the cardiovascular equipment including floor boxes in cardiovascular area. Flooring must be durable, cleanable like rubberized rolled flooring, excludes carpet. HVAC air turnover rates to comply with exercise space.
- The Aquatic Center will include:
  - A six lane 25 yard pool, (45 feet by 75 feet) designed for lap swimming
  - An approximately 30 foot by 75 foot recreational pool with fountains and a slide
  - A whirlpool that is approximately 10 feet by 10 feet
  - All pools in Aquatic center will have UV sanitation

- Pool decks will use non-skid deck finish
- The aquatic center will have finishes that are non-corrosive such as glass, ceramic tile, wood, concrete, high grade stainless steel and aluminum. The structural beams (for the roof) will be wooden laminate.
- Air changes in the natatorium – 6 volumetric air changes per hour with UV on all pools, 8 volumetric air changes per hour without UV. Water turnover rates to meet or exceed State Health Department standards
- There will be a 500 to 1000 square foot staff break room with limited kitchen, with a separate ventilation system.
- There will be approximately 3500 square feet dedicated to child watch for infants and preschool age children when their parents are in the center.
  - It will consist of two rooms, one for the younger children and one for the older children in a more active room with play structure.
  - There will be child size bathrooms in each of the rooms
  - Outdoor space adjacent to the Child watch for play space is advantageous.
- There will be two lobby areas preferably with views to program areas. These serve as social gathering spaces for families with fireplaces and approximately 800 square feet each
- Two sets of men's and women's bathrooms in addition to the locker rooms best when one set is located near the community meeting rooms or office space, the other near the workout space.
- Approximately 1800 square feet of office and administration space with at least three private offices
- Interior of the building will have durable, cleanable floors in hallways finishes other than carpet. Walls in traffic and program areas will be durable, hard surface, with easily cleanable surfaces least 8 feet up the wall from the floor.
- The YMCA will attempt to have the Center LEED certified silver. Youth Center Capital grants from the State of Washington require this level of certification. Design decisions regarding energy systems and finished will be made on a "makes economic sense" basis examining durability, energy efficiency, initial costs and operating costs.
- Laundry room built to accommodate a commercial washer (min 50 lbs.), and dryer (min 75 lbs.). YMCA to provide the equipment.
- Storage areas off of gym for gym equipment, near multi-purpose rooms for class equipment and near meeting rooms for tables and chairs.
- Specifications and brands for pool equipment, sanitation, filtration, HVAC units, pumps, filters and boilers will be mutually agreed upon during design.

In the unlikely event that minimum specifications are not used or negotiated to mutually agreed upon status, this contract can be terminated for cause.



# YMCA Property Development Plan Discussion

City Council Regular Meeting  
June 19, 2018

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# Question/Discussion

## Question for City Council:

*Does the City Council authorize staff to submit the proposed 'YMCA Property Development Plan,' dated June 2018, to the YMCA by the June 30, 2018 deadline, to comply with the outlined terms of the Recreational Property Ground Lease Agreement?*



# Presentation

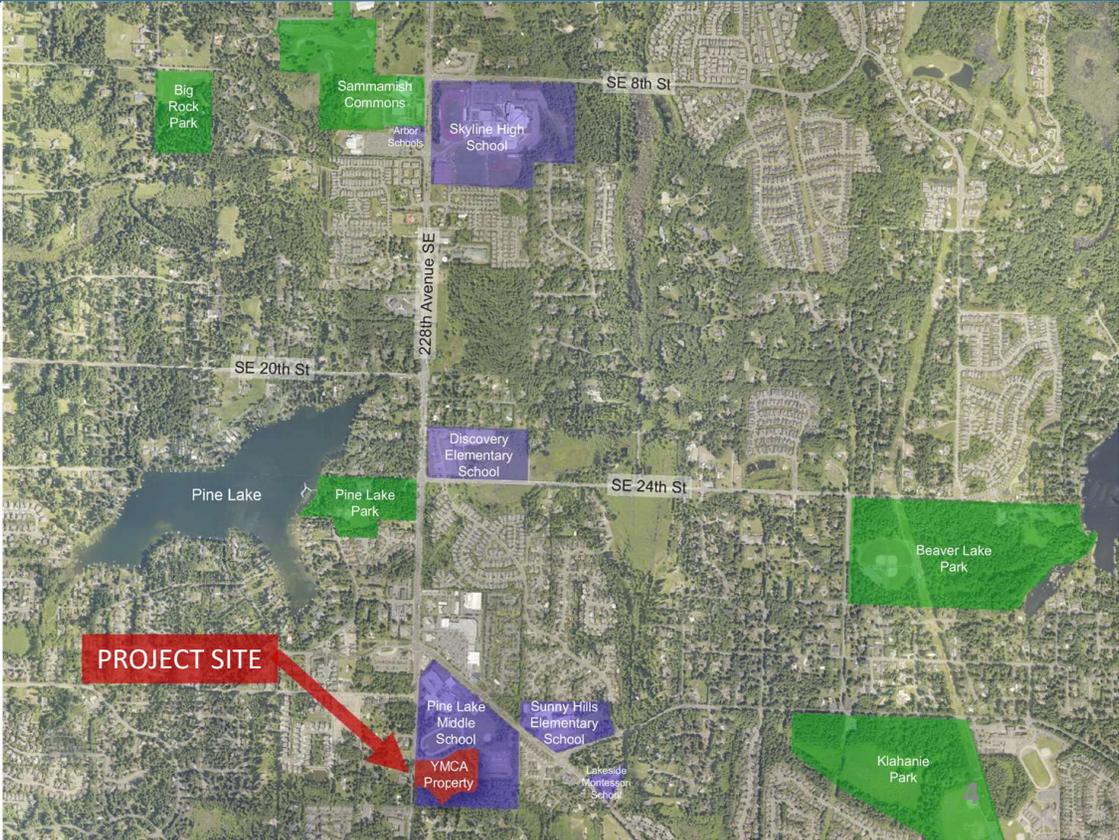
- **City-YMCA Lease Overview**
- **Preliminary Site Analysis**
- **History of Council Direction**
- **Relative LAS and PRO Results**
- **Development Plan Overview**
- **Council Direction to Staff**



# Site Location

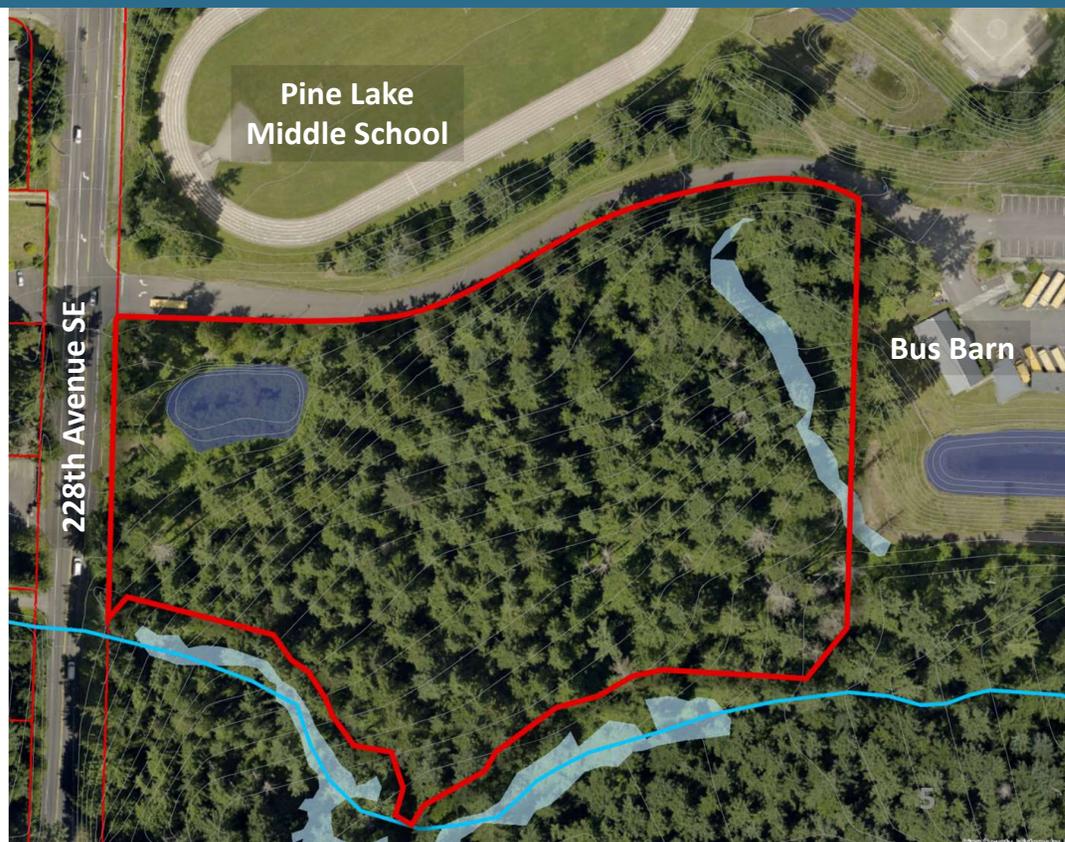
- Site fronts onto 228<sup>th</sup> Ave SE
- 2 miles south of City Hall
- Adjacent to Pine Lake Middle School and the ISD Bus Barn

	YMCA Property
	Schools
	Parks



# Site Information

- 7.25 Acres, purchased by the YMCA in 2005.
- Current assessed value from King County website is \$1.9 million.
- 228<sup>th</sup> to the west and ISD to the north, east and south
- Adjacent to the Park & Ride and bus stop, for easy access and overflow parking.
- Water & Sewer is available on-site.





# Ground Lease Overview

6

# Recreational Property Ground Lease Overview

- Lease of 7-acres of land, owned by the YMCA
- Lease is part of the operating agreement for the Sammamish Community and Aquatics Center (SCAC) with the YMCA, executed on April 29, 2013.
- Desire to secure the land for future recreation uses.
- 25-year term, with option to extend to 50-years, consistent with the SCAC Agreement.
- If the operating agreement terminates, the lease terminates.
- The City has the right to purchase the property at fair market value at any time.



# Recreational Property Ground Lease Overview

- The City agreed to complete a Development Plan for the property by June 30, 2018.
- The development plan is defined as a concept-level site plan and preliminary budget estimates.
- Intended use is for recreational facilities.
- As per the agreement, site improvements may include restroom and maintenance buildings, a club house, parking, play fields, picnic facilities, playgrounds, utilities etc.
- Cost of development is the responsibility of the City.
- A development plan does not obligate the city to build the plan proposed.



# Coordination with the YMCA

- Although a submittal deadline extension was requested several times prior, on May 24, 2018, City staff met in-person with the YMCA and formally requested a deadline extension to June 30, 2019.
- At this meeting, the YMCA did not support a deadline extension.
- Therefore, a development plan has been completed internally by the City's park planning staff in order to meet the agreement obligation of a development plan submittal.
- The Development Plan does not require YMCA approval.
- Construction Plans do require YMCA approval.





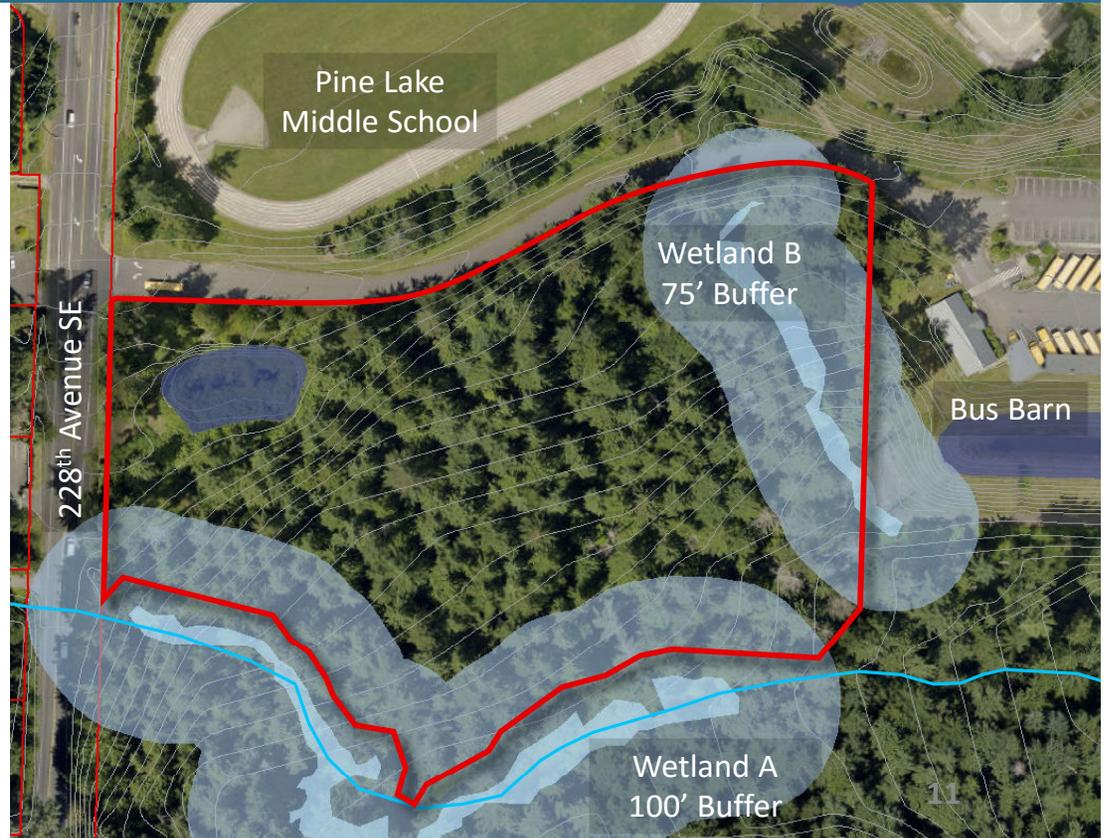
## Initial Studies and Analysis - 2016

10

# Preliminary Site Analysis - 2016

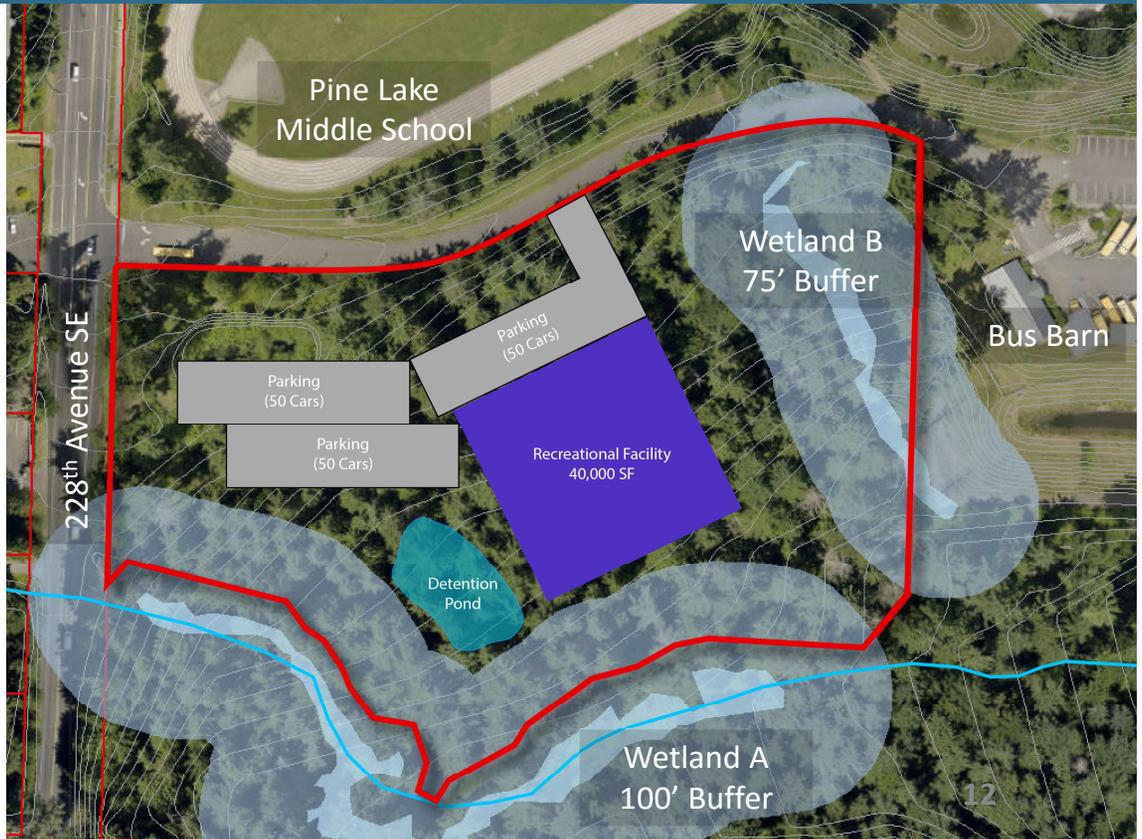
-  YMCA Property
-  2' Contours
-  Stream, tributary of Laughing Jacob's Creek
-  Detention Pond/Easement
-  Wetland
-  Approximate Wetland Buffer

City Code (Section 21A.37.250)  
35% of significant trees outside of the critical areas and buffers to be retained



# Preliminary Recreation Facility Site Plan - 2016

-  YMCA Property
-  Stream, tributary of Laughing Jacob's Creek
-  Wetland
-  Approximate Wetland Buffer
-  Recreation Facility
-  Surface Parking
-  Relocated Detention Pond





## Historical Direction from City Council

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# Direction from City Council, 2016

## Options presented to City Council in December 2016:

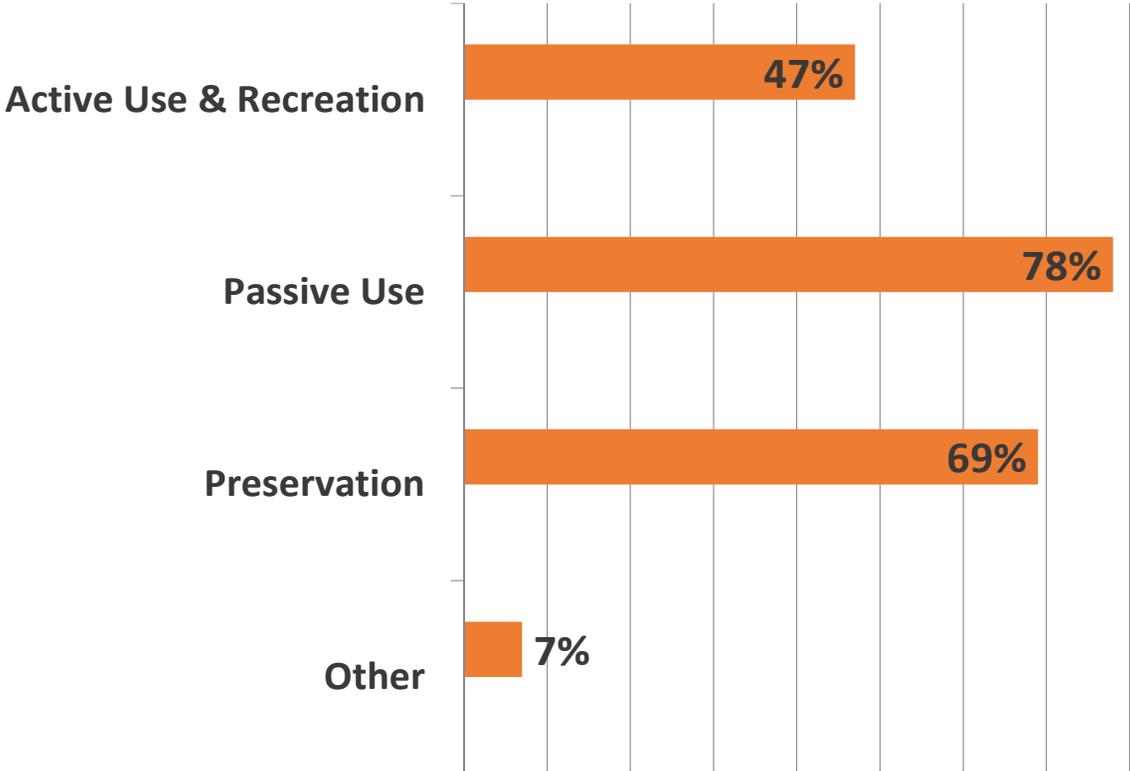
- 1a. Feasibility Study for Indoor Soccer (on YMCA Property)
- 1b. Feasibility Study for Indoor Soccer (not site-specific)
2. Pursue passive recreational use for the property
3. Defer decisions on the property and the planning process until the PRO Plan Update and the Land Acquisition Strategy are complete.
4. Engage the Parks Commission to deliberate and prepare a recommendation to Council.
5. Other





## Findings from Land Acquisition Strategy & PRO Plan, '17

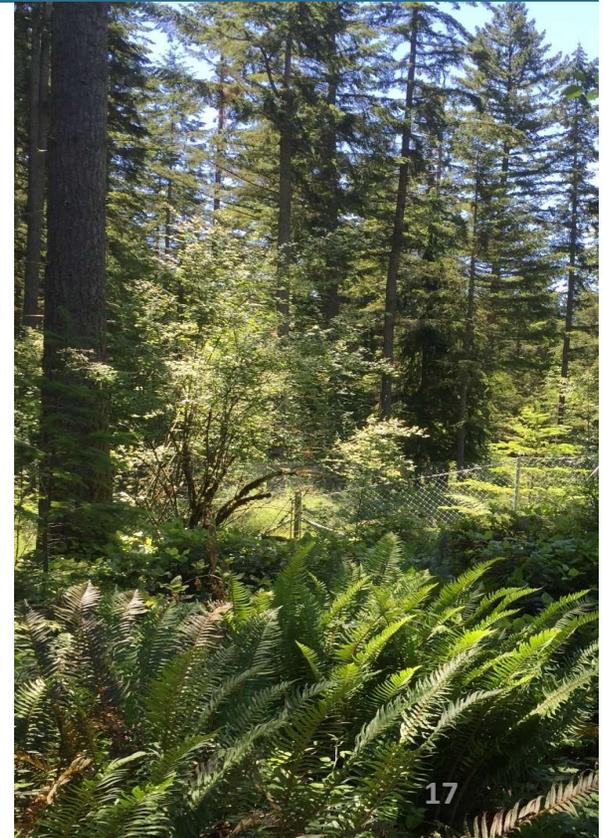
# LAS & PRO Statistically Valid Survey Results



# LAS - Summary of Priorities

## Community Priorities for Land Acquisition

- **Passive Recreation Use**
  - Trails
  - Wildlife Viewing
- **Preservation/Open Space**
  - Preserving Tree Canopy
  - Preserving Wetlands and Sensitive Areas with Ecological Benefits
  - Linking Stream Corridors



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# 2018 PRO Plan Results

## PRO Plan Recommendations (Top 3):

1. Acquisition for Open Space Preservation
2. Park & Trail Connections
3. Recreation Programming



## PRO Plan Goals/Objectives (20):

- Goals 2 & 3: Parks & Open Space Preservation (5)
- Goal 4: Maintenance & Sustainability (6)
- Goal 5: Trails & Connectivity (2)
- Goal 6: Recreation Programming (6)
- Goal 7: Recreation Facilities (1)

# Parks Commission Recommendation – Jan 2018

## Motion 1:

Not to pursue a feasibility study for an indoor field house within the Sammamish community at this time.

## Motion 2:

Development Plan for the YMCA property to include potential passive recreation on the property.



# City Council Direction – April 10, 2018

## Item 1:

Re-negotiate with YMCA to extend deadline for the Development Plan from June 30, 2018 to December 31, 2019 and receive further clarification on term “Recreational Facilities”.

## Item 2:

Development Plan for the YMCA property to include potential passive recreation on the property.



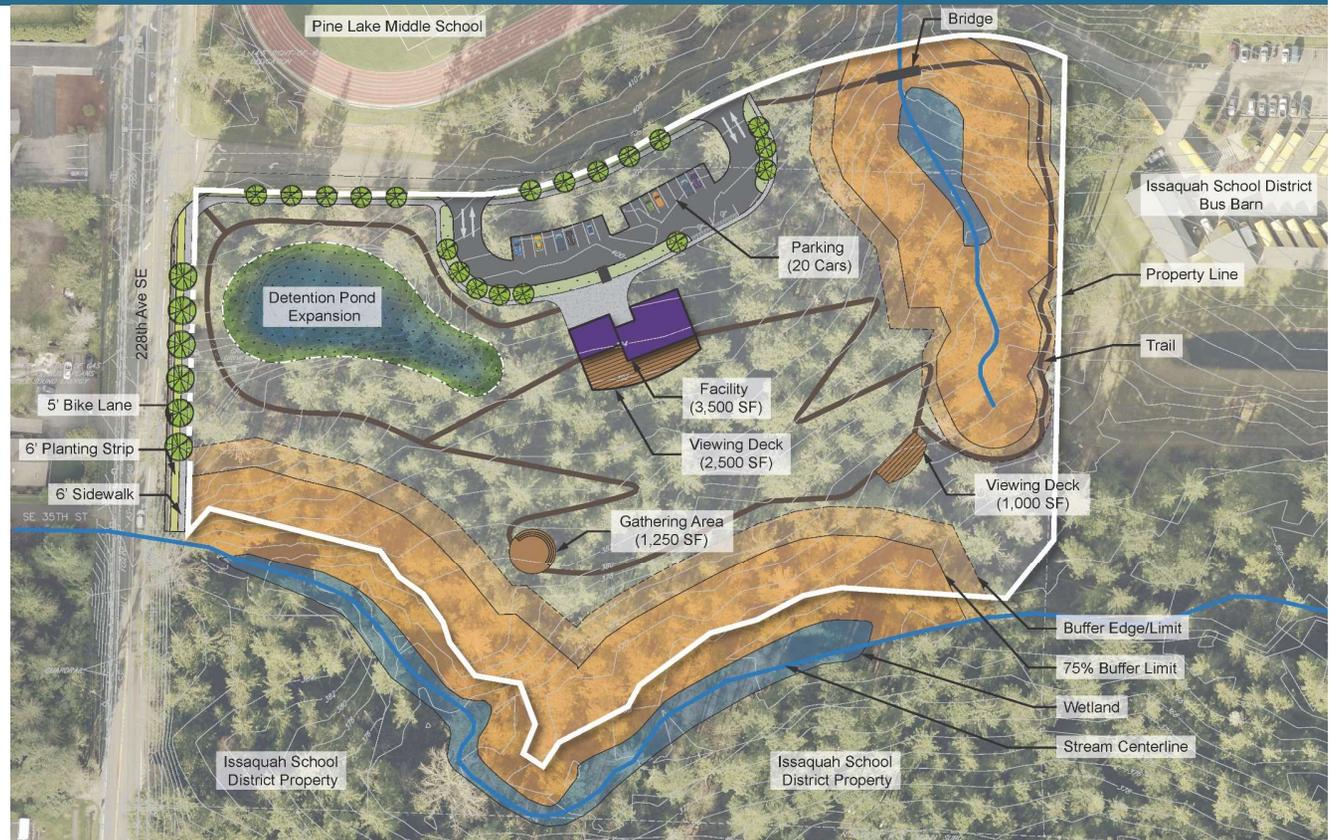


# YMCA Property Development Plan - Overview

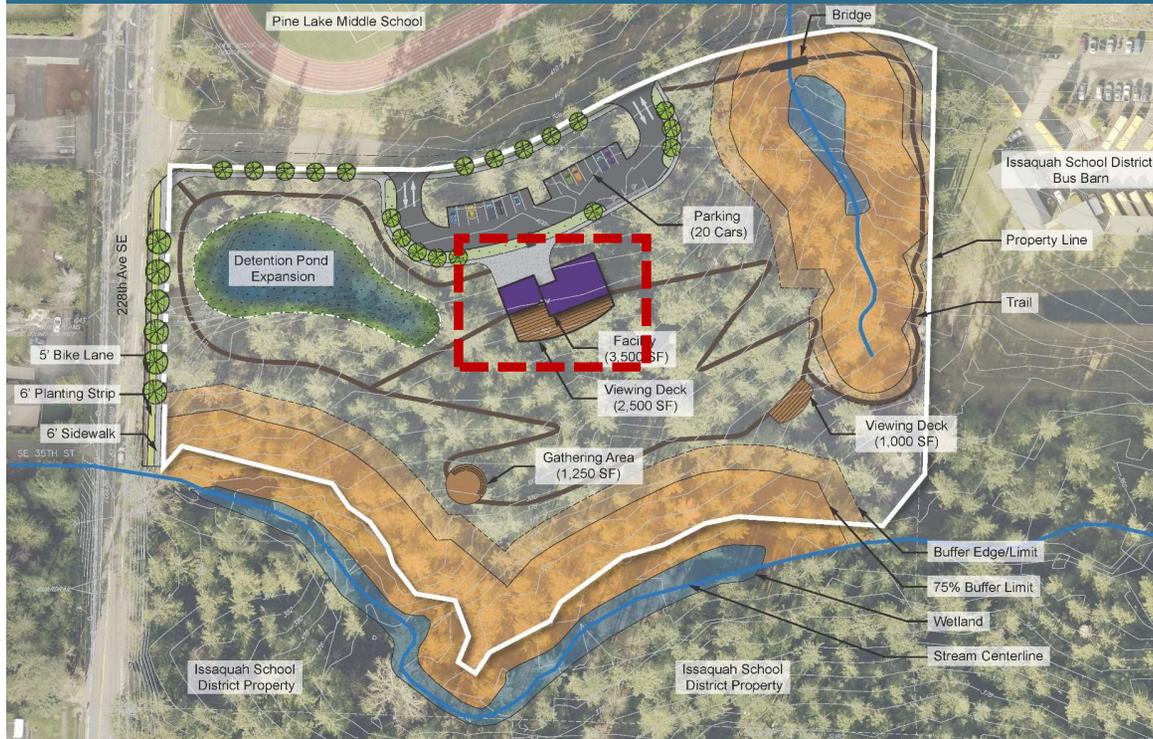
21

# YMCA Property - Development Plan, June 2018

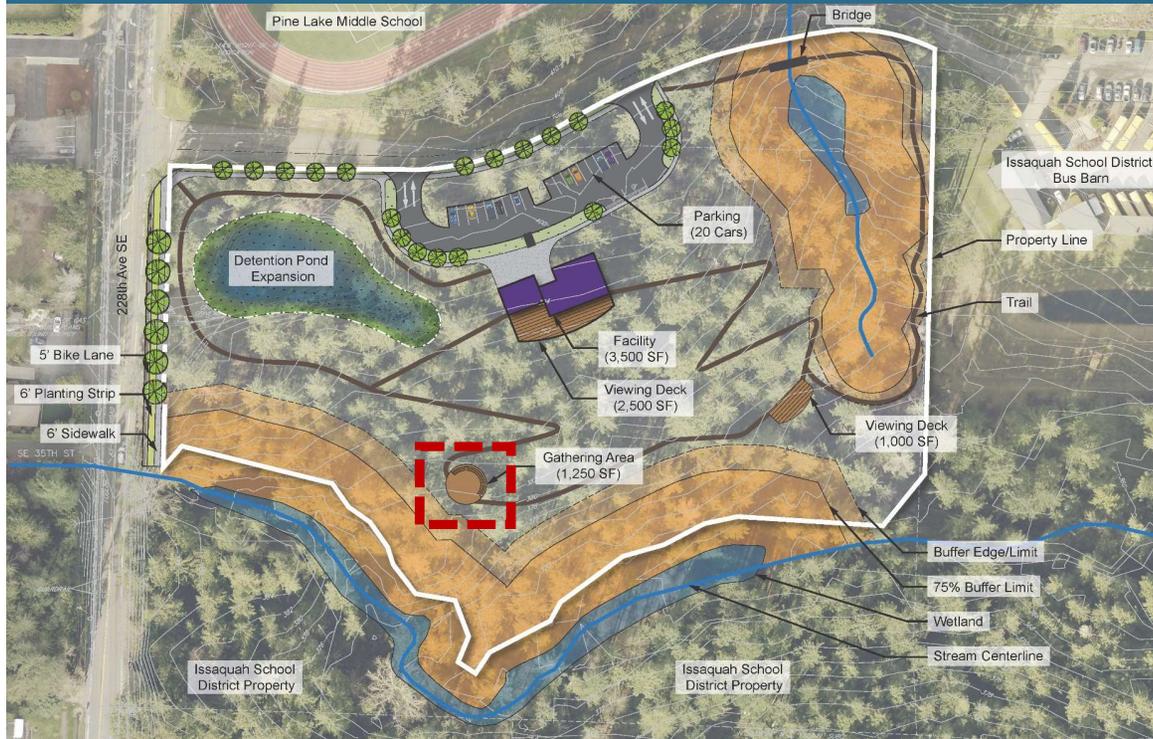
- Parking Lot
- ROW Improvements
- Outdoor Environmental Education Center
- ½ mile of Trails
- Picnic Area
- Gathering Area
- Wildlife Viewing Deck
- Interpretive Signage
- \$5.4 million, project budget costs for 2018



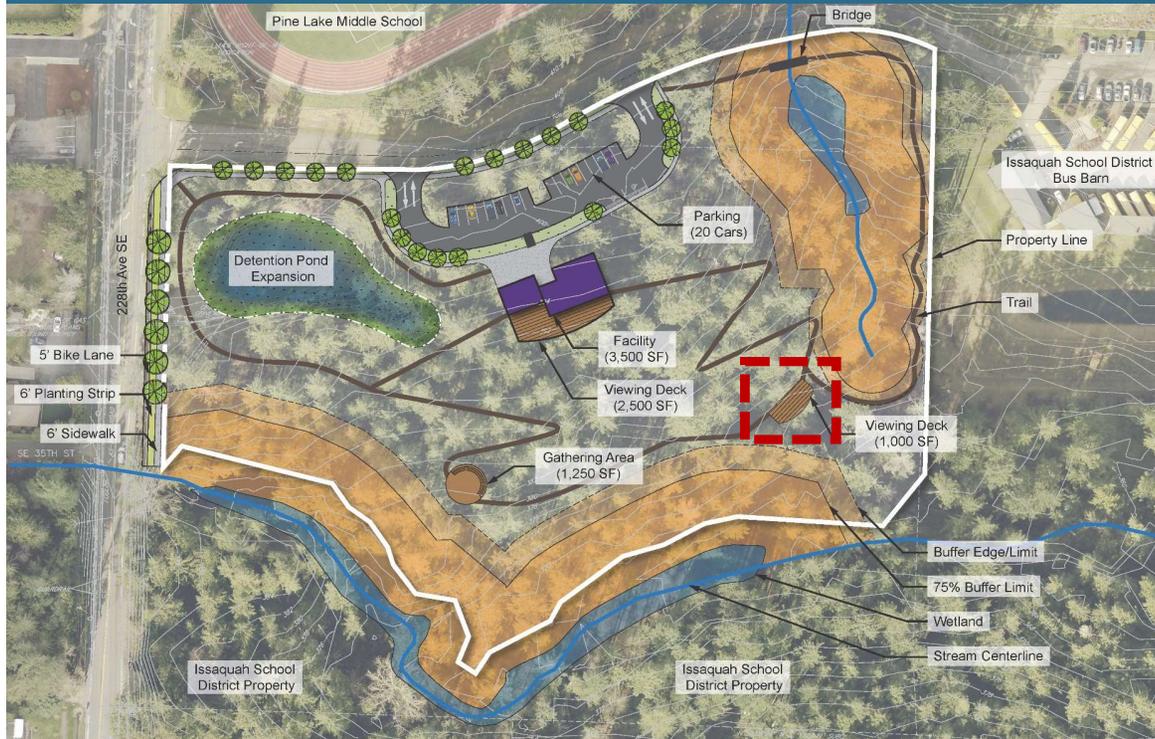
# Indoor – Outdoor Facility



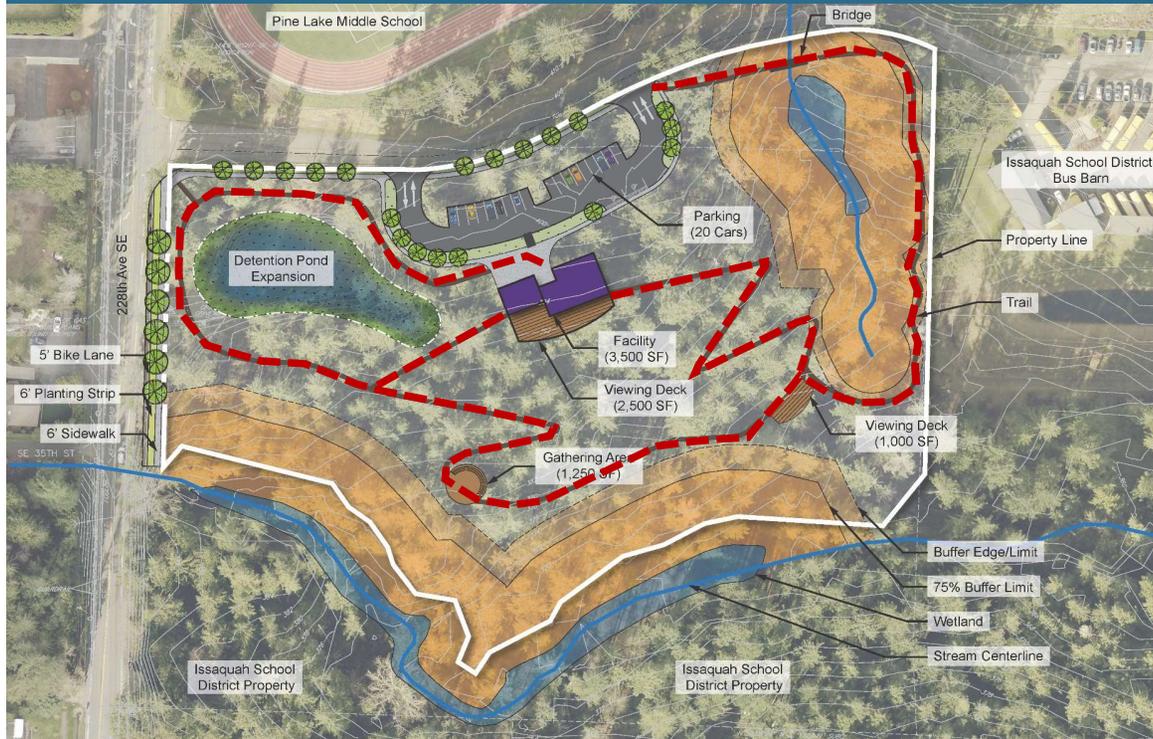
# Gathering Area & Education Circle



# Viewing Deck & Interpretive Signage



# Proposed Trail System





## Discussion and Next Steps

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# Question/Discussion

## Question for City Council:

*Does the City Council authorize staff to submit the proposed 'YMCA Property Development Plan,' dated June, 2018 to the YMCA by the June 30, 2018 deadline, to comply with the outlined terms of the Recreational Property Ground Lease Agreement?*





Questions?

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# CHRISTIE MALCHOW – COUNCIL REPORT

JUNE 19, 2018

## 6/13/18 Attended Public Issues Committee (PIC)

- One Table was discussed. For further information on One Table: <https://www.kingcounty.gov/depts/community-human-services/housing/services/homeless-housing/one-table.aspx>
  - It's very much in flux currently for the final plan.
  - The philanthropic community & business community are also meeting
  - The Seattle Head Tax has slowed this down
  - 6 draft actions (currently):
    - Current county-wide gap of ~ 90,000 housing units that are affordable to very low income households
    - Create housing stability
    - Provide on-demand stabilization fund to achieve ○ exists into homelessness
    - Offer a comprehensive service package for foster youth aging out of care
    - Strive for ○ bookings for charges that a result of homelessness & behavioral health crisis.
    - Ensuring access to employment opportunities to cover market rate housing costs in King Co.
- Medic One/EMS Levy Discussion
  - The current Medic One/Emergency Medical Services levy will expire on December 31, 2019. The EMS Advisory Task Force was formed in January 2018 to undertake an extensive planning process to develop a strategic plan and financing plan to reauthorize the levy for 2020-2025
  - Increase of approximately 2 cents over its current rate. Based on maintaining current LOS, but with a growing population, there are higher call volumes to maintain LOS.
  - Additional ALS unit is proposed (\$2.5M per year)
  - Mobile Integrated Healthcare out to the entire County. MIH personnel work with local health care providers and social services to direct callers to the right care. Connecting callers to the correct resources provides meaningful intervention.
  - Anticipated August ballot, 2019
- King County Land Conservation Initiative
  - Some discontent amongst SCA members related to the advisory committee's recommendation to not touch the parks levy & it was communicated to the Executive's office that tax fatigue is relevant. The advisory committee felt they were heard, but then feels as if the Executive's proposal swaps one tax for another. Current proposal will add 2 cents to the parks levy. The County Council ultimately will vote upon this.
- Future Ballot Measures to be aware of:

Future Ballot Measures – Countywide			
Year	Month	Jurisdiction	Measure
2018	August	King County	Automatic Fingerprint Identification System (AFIS) Levy. Six-year levy beginning with a rate of 3.5 cents per \$1,000 of assessed valuation in 2019; generating approximately \$21 million per year.

- Regional Affordable Housing Task Force
  - The next meeting of the Regional Affordable Housing Task force will take place on June 29, 2018 from 10:00 AM to noon at the Weyerhaeuser King County Aquatic Center in Federal Way. The Task Force will review the co-chair proposal and may direct staff to develop a draft Task Force recommendation for public comment. A series of public meetings to provide input on the draft Task Force recommendations are being scheduled for July (dates and times are expected to be available on the Task Force webpage). Anyone can attend.
  - **Your feedback on the SCA guiding principles is appreciated:**
    - Greater transparency is needed with regard to how existing funding is being used to support affordable housing development and preservation. This is especially critical prior to the Task Force making any recommendations to increase taxes at the local level. • Cities need assistance to implement affordable housing strategies, not mandates. • Preservation of existing affordable housing needs to be prioritized. The region should inventory current affordable housing stock and develop strategies to preserve those units. • The region is investing in high-capacity transit at historic levels. We should capitalize on those investments to promote affordable housing, particularly around new light rail stations. • The region should actively measure what is being achieved by adopted affordable housing policies and assign a body to track results over time as well as recommend corrective actions jurisdictions can consider to address areas of greatest need. • Many cities are working to implement affordable housing strategies. The region should provide technical assistance to cities to help them develop and implement local strategies (e.g. housing toolkits, best practices, model ordinances). • Preventing displacement is critical. The region should prioritize emergency assistance to prevent loss of housing. • Existing public assets should be used to promote affordable housing. The region should work on a strategy to ensure publicly owned lands are utilized to the best extent possible to promote affordable housing (whether through sale proceeds, use of the land, or other strategies). • Addressing the affordable housing needs of our growing senior population needs to be emphasized.
      - SCA members identified the following missing principles (something related to youth, condo liability reform, affordable housing close to jobs)
- Count Us in 2018:
  - Count us in is a point in time count of all homeless in King County. It is conducted annually in the last week of January.
  - For the full report, you can find details here: <http://allhomekc.org/wp-content/uploads/2018/05/FINALDRAFT-COUNTUSIN2018REPORT-5.25.18.pdf>
  - East County (which includes Beaux Arts Village, Bellevue, Clyde Hill, Hunts Point, Issaquah, Kirkland, Medina, Mercer Island, Newcastle, Redmond, Sammamish, Yarrow Point, Unincorporated Areas) accounted for 6% of the homeless in 2018 (up from 5% in 2017). There were 393 unsheltered, 660 that were sheltered.
  - The total unsheltered in the region was 6,320, sheltered homeless was 5,792 total. This is a flip from 2017 (where more were sheltered than unsheltered). The total homeless number from the one night count was 12,112 (King County).
  - Seattle accounted for 69% of the sheltered (4,000) and 71% of the unsheltered (4,499) for 2018 for context.
  - Students experiencing homelessness:
    - ISD: 128 (38 in shelters, 80 doubled-up, <10 unsheltered, <10 hotels/motels)
    - LWSD: 389 (148 in shelters, 193 doubled-up, 20 unsheltered, 28 hotels/motels)
    - SVSD: 94 (19 in shelters, 61 doubled-up, <10 unsheltered, <10 hotels/motels)
      - Source of this information was NOT Count Us In, but rather the Office of Superintendent of Public Instruction 2016-17 school year.

- Future Pre-PIC meeting topics:

PSRC VISION 2050 (July) • Open Public Meetings Act with trainer Kinnon Williams, Inslee Best (September) • Emergency Management (October) • Social Media (November)

**6/6/18 Attended Kokanee Ground Breaking Event**

Link to coverage: <http://www.issaquahreporter.com/news/zackuse-creek-restoration-project-breaks-ground-in-sammamish/>

## SAMMAMISH COUNCIL REPORTS

### BY KAREN MORAN

#### FOR MONTH OF MAY

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##### **5/9/2018 KC Flood Control District Advisory Committee.**

This was the first meeting of the year. We were introduced to the other members, reviewed bylaws, reviewed current scope of projects and funding and given lots of materials to read before our next meeting on June 22<sup>nd</sup>. For more overview go to: [kingcountyfloodcontrol.org](http://kingcountyfloodcontrol.org)

##### **5/10/2018 – Eastside Fire & Rescue**

Chief Clark gave a brief presentation on PFOS issue (as of this time all parties moving forward, but that will change by next minutes) . Agenda Bill 2018-12 was Passes. This is the Bryce Compliance Engine. The implementation of this compliance engine provides consistent and reliable fire Prevention compliance reporting. There is zero charge to EFR for this service however, a \$25 fee would be assessed on to businesses already paying third party inspectors . Bryce will in turn pass \$13 to EF&R to offset cost of fire prevention services. Revenue generated is anticipated to be about 20K.

##### **5/11/2018 – Eastside Transportation Partnership**

This is a great meeting I plan to attend more often. This month's speaker was Judy Clibborn from the 41<sup>st</sup>. She spoke of the many years of transportation planning and collaboration with many agencies and communities. Noting that it took 15 years of discussion to get to the planning of 520 and 10 years for the Viaduct. She did have a quote that I loved

***“Focus on the deal you can get not the deal you may have wanted.”***

Other discussions regarding the 405 toll lane, and also METRO T.O.D.s (transit oriented developments) not being built. Covington, Bellevue spoke of area's where they have METRO promised but developers do not want to build under the current T.O.D. standards. Covington mentioned ***“We need more traffic engineering and little less social engineering”***. They also

suggested that if they had to start over again they would have made their T.O.D. area much smaller. This may attract more developer's interest.

**5/17/2018 – EMS Levy Committee**

This was a very long meeting discussing 6 and 10 year levies. In the end, the decision was made that this will be a 6 year levy.

**Other things attended**

SCA DINNER – 5/28/2018

# COUNCIL REPORT

## PAM STUART

JUNE 19, 2018

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### WRIA-8 SALMON RECOVERY COUNCIL

MAY 17, KIRKLAND CITY HALL, 3:00-5:30PM

<http://www.govlink.org/watersheds/8/committees/1805/default.aspx>

**Approved Consent Agenda including:**

- Meeting notes from March 15, 2018.
- Approval to send WRIA 8 letters of support for projects seeking regional Puget Sound Acquisition and Restoration Large Capital Grant Program funds in the 2019-2021 biennium
- Approval for WRIA 8 Salmon Recovery Council to sign on to a letter to Congressional committee leadership of Puget Sound recovery priorities as part of the Puget Sound Day on the Hill event in Washington, D.C.

**Selected Salmon Recovery Council Vice-Chair** Mark Phillips, Lake Forest Park Councilmember.

**Reviewed and approved the Management Committee recommendation on 2019 WRIA 8 budget and work plan.** (See the link for the detailed work plan)

**Reviewed and approved the Cooperative Watershed Management funds – Project Subcommittee 2018 grant recommendations** - 2018 WRIA 8 Project Subcommittee grant funding recommendations supporting priority habitat protection and restoration projects, education and outreach programs, and monitoring activities.

**Reviewed the recommended investments in technical and programmatic priorities** - recommendation from WRIA 8 Technical Committee and Implementation Committee for investing available carry forward funds to support an assessment of predation on juvenile salmon in the Ship Canal.  
[2018 Grant Funding Recommendations](#), by Jason Wilkinson, WRIA 8

**Presentation from City of Kirkland Yard Smart Rain Rewards Residential Retrofit Program** – presentation from City of Kirkland on their Yard Smart Rain Rewards Program, focused on reducing the volume and pollution levels of stormwater flowing into Juanita Creek, and ultimately into Lake Washington, by encouraging and incentivizing homeowners to manage their landscapes in a way that retained and infiltrated stormwater. Great ideas to modify code with incentives to build in improved stormwater management techniques during construction. Also worthwhile to talk to Kirkland about commercial and multi-unit dwellings as they are working on that now.

[Yard Smart Rain Rewards](#), by Betsy Adams, City of Kirkland

# TOUR OF OUR MAINTENANCE AND OPERATIONS FACILITIES

**MAY 23, SAMMAMISH MAINTENANCE AND OPERATIONS FACILITIES, 6 AM**

Wow, we have a great team taking care of our city and our city resources. And they get up really early!!!

We've grown and they have done an amazing job at maintaining our city with some small and in some cases, pretty old buildings. But they amazingly clean and well organized. You can see how much they care by how well they care for the equipment and facilities.

Thank you to everyone who is up and working so early keeping our city so beautiful and well cared for.

A special thanks to our tour guides **Sevda Baran** and **Martin Bohanan**. It was a very educational experience and my appreciation for all that has to be managed has increased significantly.



# SAMMAMISH LANDING RIBBON CUTTING

**MAY 23, SAMMAMISH LANDING, 11 AM**

Attended the ribbon cutting at Sammamish Landing. Thanks to all of the staff for great work. The Landing is a very popular spot and is heavily used on sunny days.

A special shout out to **Anjali Myer** for her efforts on this project. It is a beautiful spot and if you haven't already, you should visit, amazing views of "the mountain"! We even saw an eagle.



## COMMUNITY IFTAR

**MAY 25, CWU CAMPUS, SAMMAMISH, 8-10PM**

An amazing event bringing the community together. Recognition for our Police in serving the community and making all residents feel safe and welcome. And recognition to Sarah Kimsey for all of the work she does to assist with community outreach and events. Again, making our community a safe and welcoming place for all!

I saw so many "old" friends and met new ones. A great way to spend an evening in Sammamish.

Thank you to all of our amazing officers and to our police chief, Michelle Bennett and to Sergeant Christine Elias for representing on at the Iftar. And thank you Sarah for representing the city so well to our community.

And thank you to the Sammamish Muslim Association, especially Mohammed Luqman and Tariq Hassane for hosting and making everyone feel so welcome. And to David Mayer from the YMCA for helping to make this event happen!



## SECOND ANNUAL RAMADAN IFTAR DINNER HOSTED BY PLATEAUPTIANS FOR PEACE

**MAY 27, COMMUNITY CENTER, 8:30-10PM**

Another great community event. Bringing people together to learn and enjoy amazing food. And I met more amazing people and even met the parents of one of my former TaeKwonDo students! These events are so wonderful and I always say I am just going to go for a little while but end up staying the entire time (both Iftars!) because the people are so wonderful. Thank you Plateaupians for Peace for hosting such a wonderful event. I was having so much fun, I forgot to take pictures!

## SCA GMPC MEETING

**MAY 30, SEATTLE CITY HALL, 3:30-5:30PM**

<https://www.kingcounty.gov/depts/executive/performance-strategy-budget/regional-planning/Growth-Management/GMPC/MeetingInfo>.

Approved Motion 18-1: School Siting Policy Implementation to have consistent practices for siting new schools within King County. [https://www.kingcounty.gov/~media/depts/executive/performance-strategy-budget/regional-planning/GrowthManagement/GMPCMeeting053018/GMPC-Motion18\\_1SchoolSiting-PropV2.ashx?la=en](https://www.kingcounty.gov/~media/depts/executive/performance-strategy-budget/regional-planning/GrowthManagement/GMPCMeeting053018/GMPC-Motion18_1SchoolSiting-PropV2.ashx?la=en)

Discussed buildable lands reporting. There are new buildable lands reporting requirements from the state to better measure actual densities and to understand if growth targets are practically (not just theoretically) achievable with existing buildable lands.

- These new requirements do come with state funding.
- Karen Wolfe will work with cities to build the next buildable lands report.
- We need to ensure we have staff time and budget for this report in next budget cycle.

We briefly discussed VISION 2050 Scoping. Had an opportunity to state, on the record, that we (Sammamish and jurisdictions like us) need support for the additional projected growth. King County needs to provide assistance, like additional transit, cooperation on road projects, etc. when considering growth numbers. This point was echoed by other cities as well.

## PSRC GENERAL ASSEMBLY MEETING

**MAY 31, THE SANCTUARY, SEATTLE, 11:30-1PM**

Attended the PSRC general assembly meeting in Seattle.

Adopted the FY 2018-2019 Supplemental Biennial Budget and Work Program (**ACTION**) – *Executive Bruce Dammeier, Vice President; Chair, Operations Committee*

- b. Adopted the Regional Transportation Plan (**ACTION**) – *Councilmember Rob Johnson, Chair, Transportation Policy Board*
  - c. Elected new Officers – Report of the Nominating Committee (**ACTION**) – *Mayor John Marchione, Immediate Past President; Chair, Nominating Committee*
6. Panel Featuring Seattle Mayor Jenny Durkan, Poulsbo Mayor Becky Erickson, Everett Mayor Cassie Franklin and Tacoma Mayor Victoria Woodards



## LWSD SUSTAINABILITY SUMMIT

**MAY 31, MICROSOFT CAMPUS, REDMOND, 2-7PM**

Amazing day spent with student sustainability ambassadors from across the district. Student reports, presentations from Microsoft's sustainability program, city presentations – including Sammamish!

Great ideas, great energy – Kids led discussion groups and then did an excellent job of summarizing what they heard and what actions they can take back to their schools and communities.



The students are working hard to reduce food waste, improve recycling and composting at schools through education, reducing energy usage, just to name a few things. Learn [more!](#)

## SCA PRE PIC AND PIC MEETINGS

**JUNE, 13, RENTON CITY HALL, RENTON, 6-9PM**

Pre-pic [Jurassic Parliament](#) – I suggest that we get training, as a group, from Ann. Would like to discuss.

Pic Meeting – see Mayor’s report – packet can be found [here](#). Would like to discuss how we can get input from the council before these meetings as they often ask for input during the meetings.

Last printed 6/18/18

**AGENDA CALENDAR**

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
<b>July 2018</b>				
<b>Mon 7/02</b>	6/25	6:30 pm	Study Session	<u>CANCELLED</u>
<b>Tues 7/03</b>	6/25	6:30 pm	Regular Meeting	<u>CANCELLED</u>
<b>Mon 7/09</b>	7/2	6:30 pm	Special Meeting	Discussion: Urban Forest Management Plan (60-minutes) Interviews: Arts Commission Applicants (15 minutes) Discussion: Social Media Policy Discussion: Public Disclosure Procedural Changes (20 minutes)  <u>Consent:</u> Resolution: Final Plat Inglewood Landing Subdivision 21-Lots
<b>Tues 7/10</b>	7/2	6:30 pm	Special Meeting	Discussion: Police Services Study Preliminary Findings (60-minutes) Public Hearing/Ordinance: Comprehensive Plan Amendment related to Transportation Concurrency & LOS (60 minutes) Presentation: GIS Strategic Plan  <u>Consent:</u> Bid Award: Sahalee Way Stormwater Tightline Project/TBD Bid Award: Louis Thompson Hill Road Slide Repair Project/TBD Ordinance: Repealing SMC 2.45 Public Records Procedures (10 minutes) Resolution: Public Records Disclosure Rules of Procedure

Last printed 6/18/18

<b>Tues 7/17</b>	7/09	6:30 pm	Regular Meeting	<p>Presentation: Republic Services (15 minutes)                      Public Hearing/Ordinance: Code Changes related to Transportation Concurrency &amp; LOS (45 minutes)                      Resolution: Arts Commission Appointments                      Discussion: Introduction to the Water Quality Monitoring Strategic Plan and Implementation (30 minutes)                      Executive Session: Discuss Qualifications</p> <p><u>Consent:</u>                      Resolution: 212<sup>th</sup> Way SE Project Acceptance                      Resolution: Adopting the Social Media Policy                      Bid Award: Citywide Guardrail Repair/TBD                      Contract: Pacific Estates Bog (21<sup>st</sup> St/21<sup>st</sup> Pl) Stormwater Improvement Project - Consultant Services/TBD                      Contract: George Davis Fish Passage Project - Consultant Services/TBD                      Bid Award: Flashing Yellow Arrow Installation Project/TBD                      Bid Award: Minor Intersection Improvements Project/TBD                      Contract: ITS Phase 2 Design/TBD                      Contract Amendment: Issaquah Fall City Road Project</p>
<b>Aug 2018</b>				<b>No Meetings</b>
<b>Sept 2018</b>				
<b>Mon 9/03</b>		6:30 pm	Study Session	<b><u>Canceled for Labor Day</u></b>
<b>Tues 9/04</b>	8/28	6:30 pm	Regular Meeting	<p>Presentation: Housing Strategy – Part I (60-minutes)</p> <p><u>Consent:</u>                      Contract: Beaver Lake Park Phase 1 Improvements, Design/TBD                      Contract: Laughing Jacobs Creek Basin Plan - Consultant Services/TBD                      Contract: Big Rock Park, Site B, Phase I Improvements/KPG</p>
<b>Tues 9/11</b>	9/03	6:30 pm	Study Session	<p>Discussion: Police Services Study Update (60-minutes)                      Discussion: 2019-20 Budget (2-hours)                      Discussion: Transportation Master Plan Funding Options (90-minutes)</p>
<b>Tues 9/18</b>	9/10	6:30 pm	Regular Meeting	<p>Presentation: Transportation Master Plan and Traffic Impact Fee Study Update (60-minutes)                      Presentation: Housing Strategy-Part II (60-minutes)</p> <p><u>Consent:</u>                      Resolution: Sahalee Way Stormwater Tightline Project Acceptance</p>

Last printed 6/18/18

Oct 2018				
<b>Mon 10/01</b>	9/24	6:30 pm	Study Session	Discussion: Capital Facilities Element Updates – School Impact Fees (30-minutes) Discussion: 2019-20 Budget (2-hours)
<b>Tues 10/02</b>	9/24	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Capital Facilities Element Updates – School Impact Fees (30-minutes) Public Hearing/Resolution: Housing Strategy Approval (60-minutes)  <u>Consent:</u>
<b>Tues 10/09</b>	10/01	6:30 pm	Study Session	Discussion: Transportation Master Plan Update and Traffic Impact Fee Update (60-minutes) Discussion: 2019-20 Budget (2-hours)
<b>Tues 10/16</b>	10/08	6:30 pm	Regular Meeting	Resolution: Housing Strategy Approval (if needed) Public Hearing/Ordinance First Reading Housing Element Updates – Housing Strategy (15-minutes) Discussion: Urban Forest Management Plan (60-minutes)  <u>Consent:</u> Resolution: Flashing Yellow Arrow Installation Project Acceptance Resolution: East Lake Sammamish Parkway Ditch Maintenance Project Acceptance
Nov 2018				
<b>Mon 11/05</b>	10/29	6:30 pm	Study Session	
<b>Tues 11/06</b>	10/29	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading of the 2019-20 Budget Public Hearing/Ordinance: First Reading for the 2019 Property Tax Levy Ordinance including Presentation of 2019 Revenue Estimates from all Sources  <u>Consent:</u> Resolution: ELSP/SE 33 <sup>rd</sup> Crosswalk Project Acceptance
<b>Tues 11/13</b>	11/05	6:30 pm	Joint Study Session w/Park & Rec Com.	Discussion: Big Rock Park Parcel B Master Plan Update Discussion: Lower Commons Master Plan Update

Last printed 6/18/18

<b>Tues 11/20</b>	11/12	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading 2019 School Impact Fee Update (15-minutes)                      Ordinance: Second Reading of the 2019-20 Budget ordinance.                      Ordinance: Second Reading of the 2019 Property Tax Ordinance                      Resolution: 2019 Fee Schedule                      Resolution: 2019 Salary Schedule (COLA)                      Resolution: 2019 Medical Premium Co-pay                      Resolution: Adopting the 2019 Legislative Priorities</p> <p><u>Consent:</u>                      Resolution: Minor Intersection Improvements Project Acceptance</p>
<b>Dec 2018</b>				
<b>Mon 12/03</b>	11/26	6:30 pm	Study Session	<p>Discussion: 2019 Comprehensive Plan Amendments – Docket Requests (60-minutes)</p>
<b>Tues 12/04</b>	11/26	6:30 pm	Regular Meeting	<p>Public Hearing/Resolution: 2019 Comprehensive Plan Amendments – Docket Requests (60-minutes)                      Ordinance: Final Reading Annual Amendments to the Comprehensive Plan (30-minutes)                      Resolution: Adopting the Police Services Study</p> <p><u>Consent:</u>                      Ordinance: Second Reading School Impact Fee Updates                      Contract: Environmental Review Support Services/TBD                      Contract: Building Inspection Support Services/TBD                      Contract: Building Plan Review Support Services/TBD                      Contract: Planning Review Support Services/TBD                      Contract: Klahanie Master Plan/TBD                      Bid Award: Vactoring Contract – Small Public Works Maintenance Contract/TBD                      Bid Award: Stormwater Facility Maintenance – Small Public Works Maintenance Contract/TBD                      Bid Award: Stormwater Pond Mowing – Small Public Works Maintenance Contract/TBD                      Contract: 2019-2020 City-wide Water Quality Monitoring - Consultant Services/TBD</p>
<b>Tues 12/11</b>	12/03	6:30 pm	Study Session	
<b>Tues 12/18</b>	12/10	6:30 pm	Regular Meeting	<p><u>Consent:</u></p>
	<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>

Last printed 6/18/18

	<ul style="list-style-type: none"> <li>• Lk. Sammamish Water Level</li> <li>• Growth Centers</li> <li>• Internet Usage &amp; Social Media Policies</li> <li>• Indexing the impact fee rates</li> <li>• Code amendments related to the TMP including Titles 14 and 14A.</li> <li>• Small Cell Facility Technology</li> </ul>	<ul style="list-style-type: none"> <li>• Special Events Ordinance</li> <li>• Maintenance Safety Program Adoption</li> <li>• M&amp;O Strategic Plan</li> <li>• Fleet Management Policy</li> <li>• Roadway Funding Strategy</li> <li>• Maintenance &amp; Fire Station Facility Assessment</li> <li>• Franchise Agreement/SPWS</li> <li>• Comprehensive Solid Waste Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Inner City Bus Service</li> <li>• Good Samaritan Law</li> <li>• Plastic Bags</li> <li>• Policy on Drones in Parks</li> <li>• Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes.</li> </ul>
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