



AGENDA

City Council Regular Meeting

6:30 PM - Tuesday, October 16, 2018

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	CALL TO ORDER	6:30 pm
	ROLL CALL	
	PLEDGE OF ALLEGIANCE	
	APPROVAL OF AGENDA	
	PUBLIC COMMENT	6:35 pm
	<p>Note: <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 manderson@sammamish.us. Please be aware that Council meetings are videotaped and available to the public.</i></p>	
	CONSENT CALENDAR	7:05 pm
4 - 9	1. Approval: Claims For Period Ending October 16, 2018 In The Amount Of \$2,138,739.20 For Check No. 51861 Through 51969 View Agenda Item	
10 - 25	2. Agreement: SE 4th St Comcast Joint Utility Trench Agreement View Agenda Item	
26 - 33	3. Amendment: Provide Stormwater Facility Sketches and Mapping of Drainage Easements in GIS View Agenda Item	
34	4. Approval: Notes for the October 1, 2018 Study Session	

- 35 - 39 5. [View Agenda Item](#)
Approval: Minutes for the October 2, 2018 Regular Meeting
[View Agenda Item](#)
- 40 - 41 6. **Approval:** Notes for the October 9, 2018 Study Session
[View Agenda Item](#)

PRESENTATIONS / PROCLAMATIONS

7:15 pm

- 42 7. **Proclamation:** World Polio Day
[View Agenda Item](#)
- 43 8. **Proclamation:** Youth Eastside Services Appreciation Day
[View Agenda Item](#)
- 44 - 80 9. **Presentation:** Police Services Study
[View Agenda Item](#)

PUBLIC HEARINGS

UNFINISHED BUSINESS

8:25 pm

- 81 - 84 10. **Approval:** Roadway Segment Capacity and LOS Analysis Options
[View Agenda Item](#)
- 85 - 88 11. **Ordinance:** Repealing Ordinance No. O2018-467, Which Adopted a Six Month Moratorium On The Acceptance Of Certain Applications For Land Use, Development, And Building Permits Or Approvals Within The City Of Sammamish; Providing For Severability; And Establishing An Effective Date
[View Agenda Item](#)
- 89 - 94 12. **Ordinance:** Amending Section 2 of Ordinance No. O2018-468 Relating To Interim Development Regulations Regarding The Design And Construction Of Short Plats And Subdivisions As Authorized By The Growth Management Act; Providing For Severability; And Declaring An Emergency
[View Agenda Item](#)

NEW BUSINESS

9:50 pm

- 95 - 147 13. **Ordinance:** Granting To MCImetro Access Transmission Services Corp. D/B/A Verizon Access Transmission Services, A Nonexclusive Franchise To Install, Construct, Maintain, Repair, And Operate A Telecommunications System Within the Public Rights-Of-Way; Providing For Severability; And Establishing An Effective Date
[View Agenda Item](#)

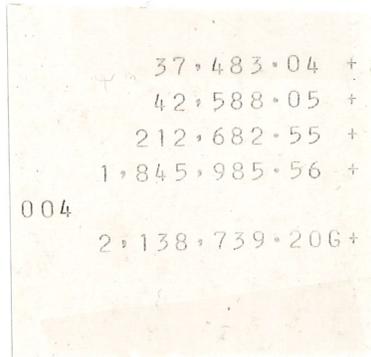
COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

10:15 pm



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Lori/Finance Department
DATE: October 11, 2018
RE: Claims for October 16, 2018



\$ 37,483.04
 \$ 42,588.05
 \$ 212,682.55
 \$1,845,985.56

 \$2,138,739.20

Top 10 Over \$10,000 Payments

Eastside Fire & Rescue	\$ 624,220.50	Fire & Rescue Services - October
King County Sheriff's Office	\$ 576,219.80	Police Contract-September
AWC Employee Benefits Trust	\$ 145,791.48	Employee Benefits
Watson Asphalt Paving Co	\$ 110,330.12	Pavement Overlay - September
King County District Court	\$ 72,817.11	2017 City Contract Reconciliation
Lochner, Inc.	\$ 62,256.99	SE Iss-Fall City Rd Project
Azteca Systems LLC	\$ 52,800.00	Cityworks License Renewal
ICMA 401	\$ 49,000.13	Employee Benefits
U.S. Bank (VISA)	\$ 42,588.05	Various Departmental Expenses
Sammamish Plateau Water	\$ 36,563.04	Water/Sewer Utilities

Total \$2,138,739.20

Check #51861 - #51969

Accounts Payable

Check Register Totals Only

User: lkraynak
 Printed: 9/28/2018 - 8:56 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
51861	09/28/2018	BOHANAN	Martin Bohanan	250.00	51,861
51862	09/28/2018	ISSHISMU	Issaquah History Museums	170.00	51,862
51863	09/28/2018	PRASAD	Manoj Prasad	500.00	51,863
51864	09/28/2018	SAM	Sammamish Plateau Water Sewer	36,563.04	51,864
Check Total:				37,483.04	

Accounts Payable

Check Register Totals Only

User: lkaynak
 Printed: 10/1/2018 - 2:06 PM

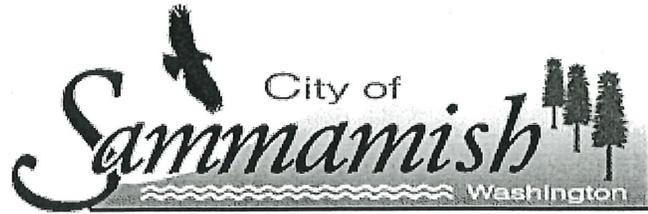


Check	Date	Vendor No	Vendor Name	Amount	Voucher
51865	10/01/2018	US BANK	U. S. Bank Corp Payment System	42,588.05	51,865
Check Total:				42,588.05	

Accounts Payable

Check Register Totals Only

User: jboss
 Printed: 10/5/2018 - 9:52 AM

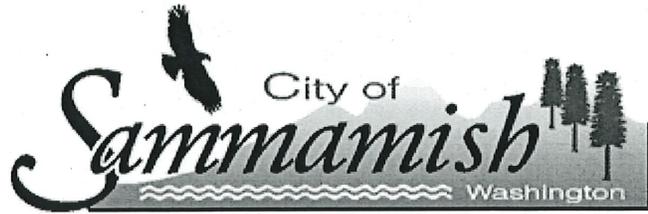


Check	Date	Vendor No	Vendor Name	Amount	Voucher
51866	10/05/2018	AWCLIF	Association of Washington Cities	89.50	51,866
51867	10/05/2018	AWCMED	AWC Employee Benefits Trust	145,791.48	51,867
51868	10/05/2018	CASDU	California State Disbursement Unit	663.50	51,868
51869	10/05/2018	ICMA401	ICMA 401	49,000.13	51,869
51870	10/05/2018	ICMA457	ICMA457	14,832.67	51,870
51871	10/05/2018	LEGALSHI	Legal Shield	57.80	51,871
51872	10/05/2018	navia	Navia Benefits Solution	1,766.90	51,872
51873	10/05/2018	WASUPPOR	Wa State Support Registry	480.57	51,873
Check Total:				212,682.55	

Accounts Payable

Check Register Totals Only

User: lkaynak
 Printed: 10/10/2018 - 11:29 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
51874	10/16/2018	ALLCLIM	All Climate Heating & Air	293.00	51,874
51875	10/16/2018	ALPHAGRA	Alphagraphics	25.08	51,875
51876	10/16/2018	AMERICAL	Americall International Inc	299.00	51,876
51877	10/16/2018	APS	Applied Professional Svs, Inc.	90.00	51,877
51878	10/16/2018	APTUSC	APT-US&C	232.00	51,878
51879	10/16/2018	AUTODOC	Auto Doctor	1,387.05	51,879
51880	10/16/2018	AZTECA	Azteca Systems LLC	52,800.00	51,880
51881	10/16/2018	BACKGROU	Background Source Intl	98.00	51,881
51882	10/16/2018	BADGLEY	Badgley Landscape LLC	32,524.55	51,882
51883	10/16/2018	BANNER	Banner Bank	9,116.09	51,883
51884	10/16/2018	BERK	Berk Consulting, Inc.	18,310.00	51,884
51885	10/16/2018	BLUETARP	Blue Tarp Financial	1,494.34	51,885
51886	10/16/2018	BMC	BMC East LLC	543.17	51,886
51887	10/16/2018	CABDOW	Cabot Dow Associates	2,145.00	51,887
51888	10/16/2018	CADMAN	Cadman, Inc.	8,077.54	51,888
51889	10/16/2018	CDW	CDW Govt Inc	3,073.30	51,889
51890	10/16/2018	CENWAUNV	Central Washington University	645.00	51,890
51891	10/16/2018	ISSCITY	City Of Issaquah	6,029.75	51,891
51892	10/16/2018	DALZIEL	Tawni Dalziel	124.26	51,892
51893	10/16/2018	WANWREG	Dept. of Transportation	608.94	51,893
51894	10/16/2018	DIAZ	Isabel Diaz	12.43	51,894
51895	10/16/2018	DODD	Tracey Dodd	443.07	51,895
51896	10/16/2018	EASTFIRE	Eastside Fire & Rescue	624,220.50	51,896
51897	10/16/2018	FASTFLAS	Fast Flashings	1,573.00	51,897
51898	10/16/2018	FASTENAL	Fastenal Industrial Supplies	240.36	51,898
51899	10/16/2018	FASTSIGN	Fastsigns Bellevue	34.65	51,899
51900	10/16/2018	FEDERICI	Nick Federici	2,000.00	51,900
51901	10/16/2018	FESER	Angie Feser	775.41	51,901
51902	10/16/2018	GOODTOGO	Good To Go!	10.10	51,902
51903	10/16/2018	GFOA	Govt Finance Officers Assoc	150.00	51,903
51904	10/16/2018	HDFOWL	H. D. Fowler Company	365.31	51,904
51905	10/16/2018	HAMPTONR	Ron Hampton	360.00	51,905
51906	10/16/2018	HANDLOS	Lynne Handlos	102.46	51,906
51907	10/16/2018	HERRERA	Herrera Environmental Consult.	9,704.93	51,907
51908	10/16/2018	HILDE	Katherine Hilde	31.02	51,908
51909	10/16/2018	HWA	HWA GeoSciences, Inc	9,988.25	51,909
51910	10/16/2018	JEV	JEV Recycling Inc	70.00	51,910
51911	10/16/2018	JONESELB	Dylan L.B. Jones	55.86	51,911
51912	10/16/2018	JUDHA	Judha of Lion Landscaping & Services	9,308.13	51,912
51913	10/16/2018	KCDIST	King County District Court	72,817.11	51,913
51914	10/16/2018	KINGFI	King County Finance A/R	7,772.00	51,914
51915	10/16/2018	KINGSH	King County Sheriff's Office	576,219.80	51,915
51916	10/16/2018	KPG	KPG Interdisciplinary Design	3,516.40	51,916
51917	10/16/2018	KUSTOM	Kustom Signals, Inc.	367.10	51,917
51918	10/16/2018	LENISZEW	Steve Leniszewski	12.26	51,918
51919	10/16/2018	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	51,919
51920	10/16/2018	LIGHTLOA	Light Loads Concrete, LLC	917.25	51,920
51921	10/16/2018	LOCHNER	Lochner, Inc.	62,256.99	51,921
51922	10/16/2018	MEDSKER	Medsker Refrigeration	708.05	51,922
51923	10/16/2018	MINUTE	Minuteman Press	828.68	51,923

Check	Date	Vendor No	Vendor Name	Amount	Voucher
51924	10/16/2018	MORUP	Morup Signs Inc	105.00	51,924
51925	10/16/2018	MSC	MSC Industrial Supply Co	681.36	51,925
51926	10/16/2018	NAPAKIRK	NAPA Auto Parts	8.14	51,926
51927	10/16/2018	NUVELOCI	Nuvelocity	2,566.41	51,927
51928	10/16/2018	OER	Olympic Environmental Resource	17,755.97	51,928
51929	10/16/2018	PACAIR	Pacific Air Control, Inc	3,386.61	51,929
51930	10/16/2018	POA	Pacific Office Automation	1,618.55	51,930
51931	10/16/2018	PACSOIL	Pacific Topsoils, Inc	5,637.71	51,931
51932	10/16/2018	PAPE	Pape Machinery	2,090.00	51,932
51933	10/16/2018	PASTON	Cheryl Paston	762.73	51,933
51934	10/16/2018	PATRIOT	Patriot Maintenance Inc	33,957.74	51,934
51935	10/16/2018	PERFECTM	Perfect Mind	3,300.00	51,935
51936	10/16/2018	PETERSEN	Petersen Brothers Inc	3,396.19	51,936
51937	10/16/2018	PLANTSCA	Plantscapes, Inc	10,706.31	51,937
51938	10/16/2018	PLATT	Platt Electric Supply	166.60	51,938
51939	10/16/2018	PNWHOLDI	PNW Holding, LLC	10,000.00	51,939
51940	10/16/2018	Provac	PRO-VAC	27,923.72	51,940
51941	10/16/2018	PROTH	Prothman Company	9,476.00	51,941
51942	10/16/2018	PSCLEAN	Puget Sound Clean Air Agency	14,768.50	51,942
51943	10/16/2018	RED-E	Red-E Trucking Inc.	4,656.25	51,943
51944	10/16/2018	RICH	Rich Landscapiing, Inc.	3,162.51	51,944
51945	10/16/2018	HALF	Robert Half	5,709.80	51,945
51946	10/16/2018	ROSENOW	Margaret Rosenow	62.69	51,946
51947	10/16/2018	SAWTELLE	Chris Sawtelle	804.78	51,947
51948	10/16/2018	SEATIM	Seattle Times	1,756.63	51,948
51949	10/16/2018	SEITELSY	Seitel Systems LLC	2,278.75	51,949
51950	10/16/2018	SEQUOYAH	Sequoyah Electric, LLC	2,649.40	51,950
51951	10/16/2018	SHERWIN	Sherwin-Williams Company	214.29	51,951
51952	10/16/2018	SITEONE	Site One Landscape Supply LLC	1,000.66	51,952
51953	10/16/2018	SMARSH	Smarsh	206.75	51,953
51954	10/16/2018	SMS	SMS Cleaning, Inc	2,700.00	51,954
51955	10/16/2018	SPRAGUE	SPRAGUE	110.00	51,955
51956	10/16/2018	SWANK	Swank Motion Pictures, Inc	674.31	51,956
51957	10/16/2018	TAYBRIAN	Brian K. Taylor	261.96	51,957
51958	10/16/2018	WORKWEAR	The Workwear Place	183.14	51,958
51959	10/16/2018	THOMASJE	Jeff Thomas	720.07	51,959
51960	10/16/2018	TOYOTA	Toyota Lift NW	802.03	51,960
51961	10/16/2018	UTILITIE	Utilities Underground Location Ctr	793.35	51,961
51962	10/16/2018	WALAB	Wa State Dept of Labor & Indus	29,303.83	51,962
51963	10/16/2018	WALIFTRU	Washington Liftruck	4,125.00	51,963
51964	10/16/2018	WAWORK	Washington Workwear Stores Inc	59.84	51,964
51965	10/16/2018	WATSON	Watson Asphalt Paving Co	110,330.12	51,965
51966	10/16/2018	WESCOM	Wescom	320.00	51,966
51967	10/16/2018	WIDIFORM	Wide Format	1,358.73	51,967
51968	10/16/2018	ZEE	Zee Medical Service	243.50	51,968
51969	10/16/2018	ZUMAR	Zumar Industries, Inc.	358.14	51,969

Check Total:

1,845,985.56

Agenda Bill
 City Council Regular Meeting
 October 16, 2018



SUBJECT:	SE 4th St Comcast Joint Utility Trench Agreement											
DATE SUBMITTED:	October 09, 2018											
DEPARTMENT:	Public Works											
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
RECOMMENDATION:	Authorize the City Manager to execute an agreement with Comcast Cable Communications to install Comcast's underground utilities as part of the City's SE 4th St Project.											
EXHIBITS:	1. Exhibit 1 - SE 4th St Comcast Agreement 2. Exhibit 2 - SE 4th Project Vicinity Map											
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$288,000 Reimbursement to City</td> <td><input checked="" type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>Transportation CIP: 340-157-595-30-63-00</td> <td><input type="checkbox"/> Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input checked="" type="checkbox"/> No budgetary impact</td> </tr> </table>			Total dollar amount	\$288,000 Reimbursement to City	<input checked="" type="checkbox"/> Approved in budget	Fund(s)	Transportation CIP: 340-157-595-30-63-00	<input type="checkbox"/> Budget reallocation required			<input checked="" type="checkbox"/> No budgetary impact
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Fund(s)	Transportation CIP: 340-157-595-30-63-00	<input type="checkbox"/> Budget reallocation required										
		<input checked="" type="checkbox"/> No budgetary impact										
WORK PLAN FOCUS AREAS:	<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 & Engagement</td> <td><input type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input type="checkbox"/> Environmental Health & Protection</td> <td><input 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 type="checkbox"/> Financial Sustainability	
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety											
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<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:
 Should the City of Sammamish enter into agreement with Comcast to install a joint utility trench to relocate and underground aerial Comcast facilities with the SE 4th St - 218th Ave SE to 228th Ave SE project?

KEY FACTS AND INFORMATION SUMMARY:
 Staff recommends entering into agreement with Comcast to install a joint utility trench and underground Comcast facilities which need to be relocated as part of the SE 4th St construction project. Undergrounding utilities removes conflicts with street lights and landscaping. A joint utility

trench improves project scheduling and construction sequencing, allowing installation of multiple utilities in one process and reducing the amount of space needed for utility services.

FINANCIAL IMPACT:

The cost to install a joint utility trench is already included in the 340 fund (Streets Capital). Comcast will reimburse the City for their proportionate share of the joint utility trench. The estimated reimbursement from Comcast is \$288,000.

OTHER ALTERNATIVES CONSIDERED:

The alternatives are to keep utilities above ground which conflict with street lighting and landscaping; or to require Comcast to acquire easements outside of the right-of-way for their facilities. Both of these options run counter to the existing franchise agreement.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[City of Sammamish Comprehensive Plan - Utilities](#)

- Goal UT.1 Ensure development and the maintenance of all utilities at levels of service adequate to accommodate existing and projected growth.
- Goal UT.2 Support coordination with service providers to minimize cost and service disruption.
- Goal UT.3 Encourage placement, siting and design of utilities to support community character and promote uninterrupted service.

[Town Center Plan](#)

- Goal T-1.1 - Upgrade SE 4th Street and Eastside Catholic High School's private access road as the primary east-west roadway connection within the Town Center.
- Goal T-1.4 - Enhance westerly roadway connections to and from the Town Center via SE 4th Street, 218th Avenue SE, 217th Avenue NE, and SE 8th Street.

**JOINT UTILITY TRENCH CONSTRUCTION
AGREEMENT**

Between COMCAST and the CITY OF SAMMAMISH

Project Name: SE 4th St – 218th Ave SE to 228th Ave SE

THIS AGREEMENT (“Agreement”), effective as of the date last signed below (the “Effective Date”), is made by and between the City of Sammamish, a Washington Municipal Corporation (“the “CITY”), and Comcast Cable Communications, LLC, a Delaware limited liability company (hereinafter jointly and severally referred to as “COMCAST”). The Attachments referred to herein are incorporated by this reference.

RECITALS

- A. The CITY is making improvements to SE 4th Street from 218th Ave SE to 228th Ave SE (the “Project”) within the corporate boundaries of the CITY.
- B. COMCAST provides broadband communications services in the CITY.
- C. The Project includes relocation of facilities that are currently located along the corridor and owned by COMCAST and other utility service providers. All of these utility services are to be relocated as part of the Project (“Relocation”).
- D. The CITY has developed, advertised and opened bids for a construction contract, including Plans, Specifications and Estimates (“PS&E”) to construct the Project. By this reference, the PS&E as advertised and awarded for construction, and including three published amendment(s) during the bidding period, are made a part of this Agreement.
- E. The Relocation requires trenching within the right-of-way for placement of facilities of utilities service providers, including COMCAST, the CITY and others into a Joint Utility Trench (“JUT”).
- F. COMCAST desires to secure the services of the CITY to install conduit and utility vaults underground (“Work”) and COMCAST desires to cooperate in the planning, engineering, design and other work associated with completion of the JUT and the Work.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be bound hereby, the parties agree as follows:

1. Project Description.

The JUT will be placed in the CITY right of way along SE 4th Street, from 218th Avenue SE to 228th Avenue SE to the limits shown on the PS&E and includes facilities extended to those side streets and to properties included and as shown in the PS&E. The JUT

will be constructed to accommodate the underground facilities of several utility service providers, including as a minimum, the CITY, COMCAST, CenturyLink and PSE (gas and electric). The CITY has awarded a construction contract for the Project, and will enter into a contract that includes construction of the Project, including the JUT and the Work.

2. Performance of Work.

(a) The CITY, acting through the successful bidder (“Contractor”), will perform and complete the Work in accordance with the PS&E and all applicable federal, state and local laws and the requirements of those that own or have jurisdiction over the rights of way in which the Relocation Work is to be performed. As one of the first orders of work to be required, the Contractor will develop a construction schedule for the Project in sufficient detail to allow the CITY and COMCAST to understand timeframes for completion of the Project and the Work.

(b) To the extent that performance of the Relocation Work requires the installation of any materials that would not be needed but for COMCAST’s participation in the Project, COMCAST will arrange for the purchase and delivery of such materials to the Contractor. Specific materials to be purchased and delivered by COMCAST are defined in the PS&E.

3. Responsibility of Parties to complete the Work.

(a) CITY Responsibilities

(1) *Contractor Duties.* The CITY will cause the Contractor to excavate the JUT, accommodate and coordinate the installation of underground utilities, install vaults and conduits, furnish and install bedding material, backfill and compact the JUT, and perform any restoration required by the CITY within the right-of-way. CITY and/or Contractor will exercise reasonable care in the performance of the Work, and will install COMCAST conduit and utility vaults in accordance with written requirements and drawings provided in the PS&E. The CITY will provide all traffic control required for the Work, except for the Work described in Section 3(b)(3).

(2) *Notice of Materials Required.* The CITY will provide COMCAST notice, not less than ten (10) working days prior to the required delivery date, requesting delivery of necessary conduits and vaults and all related materials that the Contractor reasonably requires to install the JUT and conduits.

(3) *Plan Discrepancies.* If there is any discrepancy between the PS&E and the COMCAST plans, the parties mutually agree to work together to resolve such discrepancy between said plans.

(b) COMCAST Responsibilities.

(1) *Provision of Work, Materials, and Equipment.* All work and equipment described in this section as COMCAST responsibilities shall be provided by COMCAST in the manner and timeframe described herein at COMCAST’s sole cost and expense.

(2) *Coordination.* COMCAST will maintain continued coordination with the CITY regarding installation of COMCAST's facilities. This coordination will include, but not be limited to the following:

- (i) The Contractor will develop a schedule that will accurately depict how the Contractor plans to complete the Project, including the Relocation and the Work. COMCAST will be responsible for coordinating its work to meet this project schedule.
- (ii) A weekly meeting will be held in which the Contractor will provide a schedule and list of materials needed for the following two (2) weeks. A representative from COMCAST will attend each meeting and provide weekly progress reports. The COMCAST representative will be responsible for coordinating the delivery of materials per the discussion of schedule at these weekly meetings, in accordance with Section 3(a)(2).
- (iii) COMCAST will furnish all materials required for the installation of COMCAST conduit and utility vaults including vaults, conduits, and all other materials necessary for installation of the vaults and conduits required by the Contractor for the installation of COMCAST facilities that week, not less than ten (10) working days prior to the date that the work is scheduled to begin, as discussed in the weekly meeting, provided that CITY gives COMCAST notice in accordance with Section 3(a) (2). The CITY will provide a reasonable location to COMCAST to which the materials will be delivered.
- (iv) COMCAST and the CITY will provide an inspector on-site, on twenty-four (24) hours' notice, to inspect and accept the installation of all vault and conduit installation work. COMCAST's inspector will not direct the Contractor in any manner; the COMCAST inspector will communicate all requests in writing to the CITY's inspector.
- (v) Once sections of vault and conduit are installed by the CITY and accepted by COMCAST, COMCAST will complete installation of conductors and equipment and perform cut-over and transfer of existing customers and facilities to the new underground system, and remove all existing facilities that are no longer in use. This will be done in a manner that does not delay or otherwise impact progress of construction of the Project. COMCAST's responsibilities will include, but not be limited to, furnishing and installing all cables, conductors, electrical equipment, and temporary utility poles; conversion to underground; and for the removal of poles, and other equipment no longer needed.

(3) *Traffic Control.* COMCAST or its contractor will provide traffic control when COMCAST or its contractor is installing its new underground cabling and splicing or performing overhead construction and removing its existing overhead

facilities. Traffic control plans to be utilized by COMCAST or its contractor will be coordinated with traffic control established for the Project.

(4) *Installation Not in Right-of-Way.* The installation of any COMCAST facilities not in CITY right-of-way, including but not limited to cable, conduit, and pedestals, will be the sole responsibility of COMCAST. COMCAST will be solely responsible for coordinating any such work with private property owners on whose property the facilities will be located. The Project will not provide for any construction outside of the CITY's rights-of-way. Coordination of work, and payment for necessary easements or agreements from private property owners, is the responsibility of COMCAST and shall be done in a manner so as not to delay or otherwise impact the construction of the Project.

4. Compensation.

(a) COMCAST agrees to pay the CITY for the installation of the items listed in Schedule E of the Bid Proposal, including tax, and a portion of the trench costs, including trench bedding and backfill, commensurate with COMCAST'S proportionate share of trench usage, and to pay for COMCAST lateral trenches. For planning purposes, an estimate of the costs to be reimbursed by COMCAST to the CITY for the Work is included as Attachment A to this Agreement. This compensation covers a pro rata share of certain costs and the pro rata share formula is set forth on Attachment A. Preliminary costs will be agreed upon prior to construction. Costs will be finalized after completion of construction and will be subject to final review and approval by COMCAST, which approval shall not be unreasonably withheld. COMCAST agrees to pay the CITY for its portion of the actual construction costs approved by COMCAST based on the pro rata share formula set forth on Attachment A.

(b) *Share of additional expenses.* COMCAST will pay its proportionate share of any reasonable, additional expenses incurred by the CITY to complete the Work, including engineering and inspection costs associated with the Work, provided such additional expenses are mutually agreed upon by the parties in writing, prior to such additional expenses being incurred.

(c) *Invoice.* COMCAST agrees to pay all uncontested amounts to the CITY within sixty (60) days of being invoiced by the CITY. COMCAST'S responsibility for payment of contested amounts shall be resolved under the Dispute Resolution provisions set forth in Section 9 below. The making of final payment by the parties shall constitute a waiver of claims by the Contractor, except those previously and properly made and identified by the Contractor as unsettled at the time City makes written request to Comcast for final payment.

(d) *Defective or Unauthorized Work.* COMCAST reserves the right to withhold payment from the CITY for any defective or unauthorized work performed by the Contractor until the same is corrected or approved, as determined by COMCAST in its sole discretion. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without COMCAST's approval.

5. Change Orders

(a) Any change order must be agreed upon in advance as evidenced by written amendment and signed by authorized representatives of both parties.

(b) Any change requested by COMCAST to be performed by the CITY will be submitted to the CITY's Inspector, who will submit the request to the Contractor to obtain a reasonable price from the Contractor to perform the work. The CITY will notify COMCAST of the price. COMCAST will have five (5) business days after being notified of the price to respond and confirm or revise the requested change, and authorize any confirmed change in work and cost.

(c) COMCAST will reimburse the CITY for its share of negotiated costs associated with any change, including associated engineering and inspection costs. COMCAST will not pay for any share of additional expenses incurred due solely to approved change requests from other private utilities and/or the CITY.

6. Schedule.

The CITY's Contractor will be responsible for planning and scheduling its work and the CITY will require the Contractor to submit a progress schedule to the CITY and COMCAST prior to beginning construction activities.

7. Notices.

All notices will be in writing and, except for notices of policy cancellation required to be sent pursuant to Section 12(d), will be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice will be deemed effective on the date of mailing. All notices will be addressed to the parties as specified below:

Comcast Cable
 1525 75th ST SW #200
 Everett WA 98203
 Attn: Jill Look

City of Sammamish
 801 228th Ave SE
 Sammamish, WA 98075
 Attn: City Engineer

Either party may change the above addresses to which notices are sent by giving notice of such change to the other party in accordance with the provisions of this Section.

8. Governing Law.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington.

9. Dispute Resolution.

This agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event that any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. However, the parties agree to first seek resolution of any controversy or claim, whether based on contract, statute, tort, fraud

misrepresentation or other theory, related directly or indirectly to this agreement between COMCAST and the CITY will be resolved by mutual negotiation. Should such negotiations fail to settle such controversy or claim settlement will be reached through binding arbitration. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 16, not state law, will govern the arbitrability of all claims, and the resolution of the claims. Binding arbitration will be conducted under the then current rules of Judicial Arbitration and Mediation Services (“JAMS”). In the event the terms of the Federal Arbitration Act and the then current rules of JAMS are inconsistent, the Federal Arbitration Act shall govern. Any award issued as a result of arbitration will be in accordance with applicable law, will be in writing, and will state the reasons upon which it was based. Each party will bear its own expenses including attorney’s fees in connection with any dispute.

10. Force Majeure.

Both parties shall be excused from performance of their respective obligations under this Agreement (and such nonperformance will not constitute a breach of this Agreement) if prevented by acts or events beyond the parties’ reasonable control including but not limited to extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities of the government of the United States or of any state or political subdivision thereof (“Force Majeure Event(s)”). Each party agrees to promptly notify the other party if and when the nonperforming party’s performance is delayed by a Force Majeure Event, and both parties agree to use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. Performance of any obligation affected by Force Majeure Event shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure Event.

11. Indemnification.

The CITY will defend, indemnify and hold harmless COMCAST, its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, representatives and agents from and against any and all liabilities, claims, judgments, losses, orders, awards, damages, fines, penalties, suits, and costs, including reasonable attorneys’ fees and expert witness fees (collectively, “Liabilities”), to the extent they arise from or in connection with: (a) the performance of any work required under this Agreement by the CITY and the Contractor and each of their respective directors, officials, officers, employees, agents, subcontractors and/or representatives (each, a “City Indemnifying Party”), except for injuries and damages solely caused by the negligence or willful misconduct of any Comcast Indemnifying Party (as defined below); or (b) failure of any City Indemnifying Party to comply with any term of this Agreement or any applicable local, state, or federal law or regulation.

COMCAST will defend, indemnify, and hold harmless the CITY, its directors, officials, officers, employees, representatives and agents from and against any and all Liabilities, including delay damages, to the extent they arise from or in connection with: (a) the performance of any Work required under this Agreement by COMCAST, its directors, officers, employees, agents, subcontractors and/or representatives (each, a “Comcast Indemnifying Party”), except for injuries and damages solely caused by the negligence or willful misconduct of any City Indemnifying Party; or (b) failure of any Comcast Indemnifying Party to comply with any term of this Agreement or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws.

In the event of Liabilities arising out of injury or damages caused by or resulting from the concurrent negligence of the parties involved in the Project, such party's liability hereunder, including the duty and cost to defend, shall be limited only to the extent of its own negligence.

The indemnification provisions herein constitute each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of the indemnification provisions. The parties acknowledge they have mutually negotiated this waiver. The foregoing waiver shall not in any way preclude the indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees.

Except for each party's indemnification obligations under this section, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including, but not limited to, frustration of economic or business expectations, commercial loss and lost profits or down time cost, however caused and regardless of legal theory or foreseeability, directly or indirectly, arising under this agreement, even if such party has been advised of the possibility of such damages.

The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Insurance.

(a) The CITY has included in the PS&E requirements for the Contractor to secure and maintain insurance coverages that are consistent with state law and federal funding requirements. Each party agrees to secure and maintain and the CITY shall cause Contractor to secure and maintain insurance in amounts not less than those specified below:

(1) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of work performed under this Agreement for which the insured party is responsible hereunder and including coverage for premises- operation product/completed operations and contractual liability coverage. The limits of insurance shall not be less than:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

(2) Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee in connection with this Agreement, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident.

(3) Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned, leased, and hired motor vehicles used in connection with this Agreement with limits of at least \$1,000,000 each accident.

(b) Each party shall assume all property loss or damage from any cause whatsoever to any of their respective tools, employee owned tools, machinery, equipment, any motor vehicles owned or rented, including any temporary structures, scaffolding and protective fences used in performance of work under this Agreement unless caused by the negligent act,

omission or willful misconduct of the other party. The parties shall require their agents and subcontractors to also assume the same property loss or damage as required under this paragraph (d) for their property.

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

(d) Verification of Coverage. COMCAST shall furnish the CITY with certificates and a copy of the amendatory endorsements or provisions, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of COMCAST before commencement of the work. Upon request, the CITY shall provide evidence of coverage in accordance with this section 12. COMCAST shall provide or cause CITY to be provided with at least thirty days' written notice of any policy cancellation.

(e) Contractors. COMCAST shall furnish separate certificates and endorsements for each of its contractors and subcontractor performing work associated with this Agreement. All coverages for contractors and subcontractors shall be subject to all of same insurance requirements as stated herein for COMCAST.

(f) The City's participation in the governmental self-insured risk pool, Washington Cities Insurance Authority (WCIA) shall satisfy the insurance requirements set forth in Section 12. of this Agreement.

13. Safety and Health.

(a) During the performance of work hereunder, the CITY will be responsible for its safety, the safety of its employees, agents or subcontractors, the public, and the worksite in general and will comply with all applicable provisions of local, state and federal law, regulations and orders affecting safety and health that apply to the Project, including but not limited to the Occupational Safety and Health Act of 1970 (herein collectively referred to as "The OSH Act"). The CITY agrees that it will promptly report serious accidents and/or fatalities relating to the Work to COMCAST. The CITY agrees that it and its subcontractors will give access to the authorized representatives of COMCAST, the Secretary of Labor or any state or local official for the purpose of inspecting, investigating or carrying out any required duties that apply to the Project, under the OSH Act and the CITY will immediately notify COMCAST if access is sought. Upon request, the CITY will provide COMCAST with copies of any written safety plan(s) and procedures required under the OSH Act and/or written assurances that the CITY and its subcontractors have a written safety plan in effect and that applicable OSH Act training appropriate for the work has been conducted for the CITY and its subcontractors, including but not limited to the requirements as defined in OSHA Excavation Standard, 29 CFR 1926.650(b) for providing a "Competent Person" at all work sites, who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to personnel, and who has the authorization to take prompt corrective measures to eliminate such hazards. The CITY will be responsible for coordinating its safety plan with its subcontractors, other contractors and COMCAST, where appropriate.

(b) COMCAST reserves the right to shut down the COMCAST part of work operations if it reasonably believes the CITY, its employees, or subcontractors are performing work in a manner that imposes imminent danger to the workers, the job site,

the public, and/or COMCAST property.

14. Relationship of the Parties.

This Agreement does not create a partnership, joint venture, or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

Any person who performs services required by this Agreement to be performed by a party will be solely the employee or agent of that party. Each party is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state, and local rules and regulations including those governing Worker's Compensation, Unemployment, Disability Insurance, and Social Security withholding for its employees and agents; and (c) all federal income taxes for its income derived in connection with this Agreement.

15. Assignment.

Neither party will assign this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, COMCAST may assign this Agreement (i) to any affiliate or (ii) in connection with the sale of any cable system or sale of substantially all of the business or assets of COMCAST, in each case, to which the Project relates.

16. Entire Agreement.

This Agreement, including all Attachments and all specified references, contains the entire agreement between the parties and supersedes all prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto. No modifications to these terms, including handwritten, are permitted or shall be made without a duly executed written amendment between the parties or, if prior to execution, a revised printed Agreement. In the event any handwritten modification is made to the Agreement terms and conditions, such modifications shall be considered null and void, whether or not acknowledged by the parties, and the Agreement shall continue in full force and effect under its original, unadulterated terms and conditions.

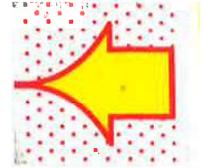
17. Binding.

The terms, covenants and conditions contained in this Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

19. Authority.



Each party represents and warrants that it has authority to execute, deliver and perform under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.



COMCAST:

CITY:

By: [Handwritten Signature]

By: _____

Printed Name: EMERSON SAMPAIO

Printed Name: _____

Title: VP, ENGINEERING

Title: _____

Date Signed: 10-5-18

Date Signed: _____

Attachment A

SE 4th St Improvements - 218th Ave SE to 228th Ave SE

Agreement For Construction Services

City of Sammamish and Comcast

___/___/2018

Cost to be reimbursed by Comcast to the City of Sammamish

(This is an estimate. Comcast will reimburse the City of Sammamish for actual costs incurred.)

Table 1 - Proportional Summary of Total Project

Item	Cost	Portion
Total Amount Bid Schedule A - Roadway Improvements	\$ 8,893,666.20	71%
Total Amount Bid Schedule B - SPW Water Improvements	\$ 565,251.50	5%
Total Amount Bid Schedule C - SPW Sanitary Sewer Improvements	\$ 2,000,847.20	16%
Proportionate Utility Trenching Costs = \$359,634 (Table 3) * Utility Length Portion (Table 2)		
PSE Electric	\$ 143,138.73	1.1%
PSE Gas	\$ 7,860.22	0.1%
Centurylink	\$ 110,456.77	0.9%
Comcast	\$ 74,465.24	0.6%
City	\$ 23,713.04	0.2%
Bid Schedule D - PSE Utility Undergrounding Improvements (less JUT Cost)	\$ 324,236.00	2.6%
Bid Schedule E - Comcast	\$ 237,710.00	1.9%
Bid Schedule F - CenturyLink	\$ 97,900.00	0.8%
	\$ 12,479,244.90	100%

Table 1 - Proportional Costs will be re-evaluated based on actual costs once Utility Undergrounding is complete

Table 2 - Proportion Summary of Utility Trenching

Utility	Length (ft)	Proportion
PSE Electric	17300	39.8%
PSE Gas	950	2.2%
Centurylink	13350	30.7%
Comcast	9000	20.7%
City	2866	6.6%
	43466	100.0%

Notes:

5/29/18 Revised Table 4 to include solo trench excavation and backfill.

5/29/18 Revised Table 4 E2 to E7 Unit Prices to be average bid price without Marshbanks unit prices.

5/29/18 Revised Table 5 E-1 Unit Price to \$5/ft matching prices for 4" conduit in other utility schedules.

Attachment A

Table 3 - Proportionate Main Joint Utility Trench Costs

Item No.	Item With Unit Priced Bid	Est. Quantity	Unit	Unit Price	Total Amount
D-1	Controlled Density Fill (2-09)	100.00	CY	\$ 200.00	\$ 20,000.00
D-2	Joint Utility Trench Excavation (S.P. 8-20)	2,770.00	CY	\$ 62.00	\$ 171,740.00
D-3	Shoring Or Extra Utility Trench Excavation (S.P. 8-20)	13,700.00	SF	\$ 2.00	\$ 27,400.00
D-4	Bank Run Gravel For Trench Backfill (S.P. 8-20)	3,240.00	TON	\$ 14.00	\$ 45,360.00
D-5	Backfill For Sand Drains (S.P. 8-20)	2,230.00	TON	\$ 28.00	\$ 62,440.00
	Sales Tax (10%)				\$ 32,694.00

Total Trench Cost \$ 359,634.00

Comcast's Trench Portion 20.7%

Comcast's Trench Cost \$ 74,465.24

Table 4 - Proportionate Lateral Joint Trench Costs

Item No.	Item With Unit Priced Bid	Est. Quantity	Unit	Unit Price	Total Amount
D-2	Joint Utility Trench Excavation (S.P. 8-20)	350.00	CY	\$ 62.00	\$ 21,700.00
D-4	Bank Run Gravel For Trench Backfill (S.P. 8-20)	120.00	TON	\$ 14.00	\$ 1,680.00
D-5	Backfill For Sand Drains (S.P. 8-20)	230.00	TON	\$ 28.00	\$ 6,440.00
	Sales Tax (10%)				\$ 2,982.00

Total Trench Cost \$ 32,802.00

Comcast's Trench Portion 50.0%

Comcast's Trench Cost \$ 16,401.00

Table 5 - Comcast Material Installation Costs

Item No.	Item With Unit Priced Bid	Est. Quantity	Unit	Unit Price	Total Amount
D-2	Joint Utility Trench Excavation (S.P. 8-20)	180.00	CY	\$ 62.00	\$ 11,160.00
D-4	Bank Run Gravel For Trench Backfill (S.P. 8-20)	180.00	TON	\$ 14.00	\$ 2,520.00
D-5	Backfill For Sand Drains (S.P. 8-20)	80.00	TON	\$ 28.00	\$ 2,240.00
E-1	Conduit 4 In. Diam. Install (S.P. 8-20)	9,000.00	LF	\$ 5.00	\$ 45,000.00
E-2	Precast Comcast 3048-LA Vault Install (S.P. 8-20)	8.00	EA	\$ 2,325.00	\$ 18,600.00
E-3	Precast Comcast 444-LA Vault Install (S.P. 8-20)	5.00	EA	\$ 2,336.00	\$ 11,680.00
E-4	Comcast Handhole Install (S.P. 8-20)	13.00	EA	\$ 645.00	\$ 8,385.00
E-5	Comcast Power Cabinet Install (S.P. 8-20)	1.00	EA	\$ 2,285.00	\$ 2,285.00
E-6	Precast Comcast 3030-LA Vault Install (S.P. 8-20)	1.00	EA	\$ 2,385.00	\$ 2,385.00
E-7	4 In. Conduit Riser Install (S.P. 8-20)	8.00	EA	\$ 1,150.00	\$ 9,200.00
-	Schedule E Sales Tax	1.00	-		\$ 9,753.50

Comcast's Material Costs \$ 123,208.50

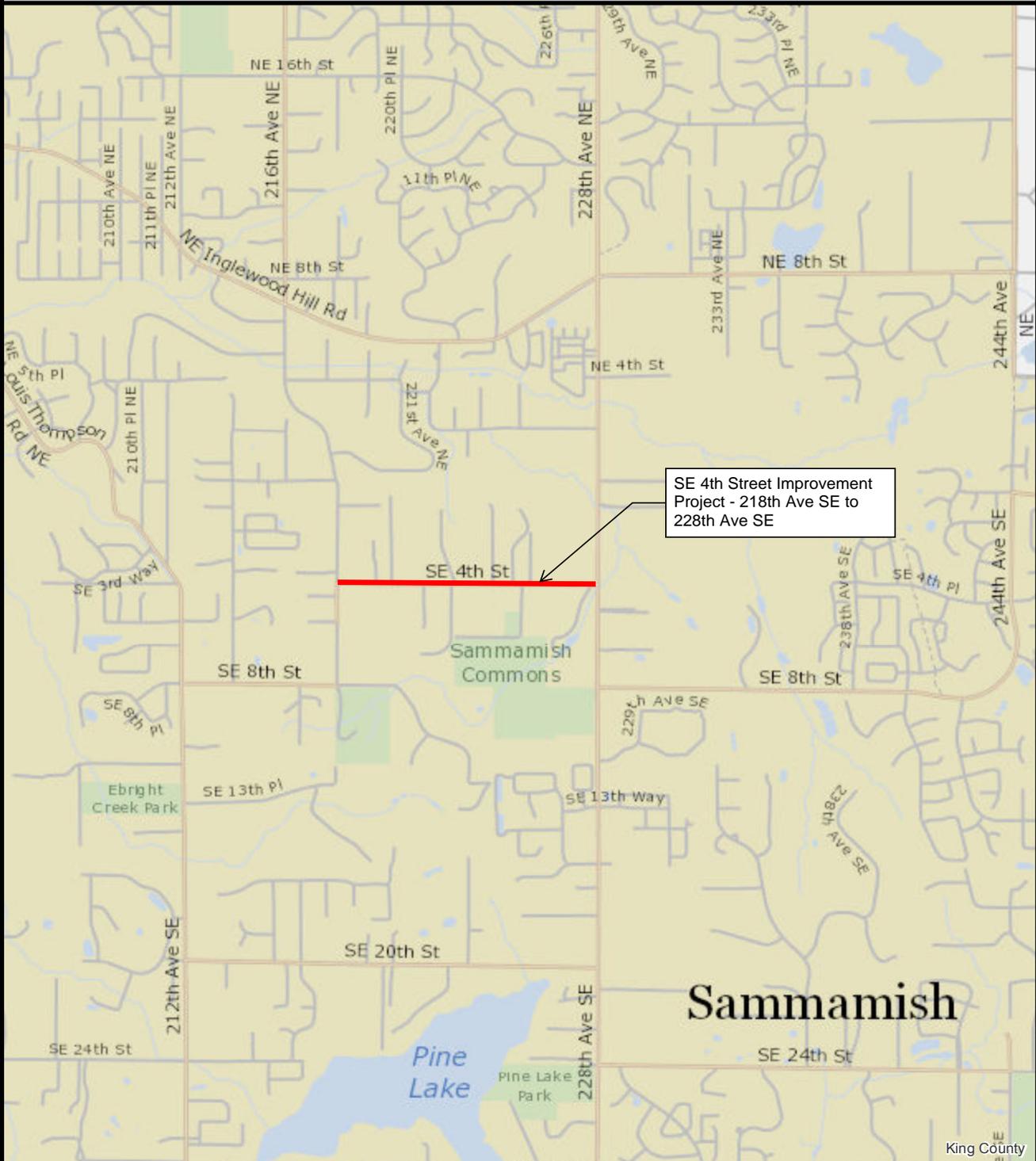
Attachment A

Table 3 - Proportionate Main Joint Utility Trench Costs

Item No.	Item With Unit Priced Bid	Est. Quantity	Unit	Unit Price	Total Amount
A-1	Unexpected Site Changes (S.P. 1-04)	1.00	EST	\$ 150,000.00	\$ 150,000.00
A-2	Roadway Surveying (S.P. 1-05)	1.00	LS	\$ 100,000.00	\$ 100,000.00
A-3	Record Drawings (Min. Bid = \$5,000) (S.P. 1-05)	1.00	LS	\$ 5,000.00	\$ 5,000.00
A-4	SPCC Plan (1-07)	1.00	LS	\$ 600.00	\$ 600.00
A-5	Potholing (S.P. 1-07)	50.00	EA	\$ 300.00	\$ 15,000.00
A-6	Type B Progress Schedule (Min. Bid = \$5,000) (S.P. 1-08)	1.00	LS	\$ 6,000.00	\$ 6,000.00
A-7	Mobilization (S.P. 1-09)	1.00	LS	\$ 400,000.00	\$ 400,000.00
A-8	Project Temporary Traffic Control (S.P. 1-10)	1.00	LS	\$ 300,000.00	\$ 300,000.00
A-9	Traffic Control Supervisor (S.P. 1-10)	3,600.00	HR	\$ 60.00	\$ 216,000.00
A-192	Field Office Building (S.P. 8-30)	1.00	LS	\$ 98,000.00	\$ 98,000.00
	Construction Management				\$ 1,683,353.00

Total Shared Costs	\$	2,973,953.00
Comcast's Shared Project Portion		2.5%
Comcast's Shared Project Cost	\$	74,395.08
Table 3 - Comcast's Main Joint Trench Costs	\$	74,465.24
Table 4 - Comcast's Lateral Joint Trench Costs	\$	16,401.00
Table 5 - Comcast's Material Costs	\$	123,208.50
Table 6 - Comcast's Shared Project Cost	\$	74,395.08
Comcast's Total Costs	\$	288,469.82

SE 4th St Vicinity Map



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



Date: 7/11/2017 Notes: Project limits from 218th Ave SE to 228th Ave SE

Agenda Bill
 City Council Regular Meeting
 October 16, 2018



SUBJECT:	Supplemental Agreement to Provide Stormwater Facility Sketches and Mapping of Drainage Easements in GIS											
DATE SUBMITTED:	October 03, 2018											
DEPARTMENT:	GIS											
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
RECOMMENDATION:	Approve Supplemental Agreement to the existing Professional Services Agreement for GIS Support in an amount not to exceed \$41,937 and authorize the City Manager to administer a management reserve in the amount of \$8,000.											
EXHIBITS:	1. Exhibit 1 - Supplemental Agreement for Mapping of Stormwater Features and Attributes in GIS											
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$49,937</td> <td><input checked="" type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>408-000-531-32-41-00</td> <td><input type="checkbox"/> Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> No budgetary impact</td> </tr> </table>			Total dollar amount	\$49,937	<input checked="" type="checkbox"/> Approved in budget	Fund(s)	408-000-531-32-41-00	<input type="checkbox"/> Budget reallocation required			<input type="checkbox"/> No budgetary impact
Total dollar amount	\$49,937	<input checked="" type="checkbox"/> Approved in budget										
Fund(s)	408-000-531-32-41-00	<input type="checkbox"/> Budget reallocation required										
		<input type="checkbox"/> No budgetary impact										
WORK PLAN FOCUS AREAS:	<table border="0"> <tr> <td><input type="checkbox"/> Transportation</td> <td><input type="checkbox"/> Community Safety</td> </tr> <tr> <td><input type="checkbox"/> Communication & Engagement</td> <td><input type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Environmental Health & 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 City of Sammamish supplement the existing professional services agreement with Herrera Environmental Consultants, Inc. to provide mapping of stormwater facility sketches and public drainage easements in GIS in an amount not to exceed \$41,937 and authorize the City Manager to administer a management reserve in the amount of \$8,000?

KEY FACTS AND INFORMATION SUMMARY:

As part of the City's NPDES Phase II Permit requirements, the City is required to inspect publicly and privately owned stormwater facilities. The City is also preparing stormwater data files for integration

into the City's asset management system, Cityworks. As such, all assets must have a unique identifier and be labeled on facility sketches for inspection.

This supplemental agreement will provide the following tasks (see Exhibit 1):

1. Update stormwater facility sketches for inspection
2. Map all known public drainage easements
3. Additional GIS mapping of storm infrastructure from AsBuilt plan sets, as well as further GIS database integration and support.
4. Project Management

The existing Professional Services Agreement for "[Mapping of Stormwater Features and Attributes in GIS](#)" in the amount of \$186,858, was approved during the February 27, 2018 Regular City Council Meeting.

FINANCIAL IMPACT:

The City's costs for the Supplemental Agreement will be a sum not to exceed **\$41,937**. A management reserve in the amount of \$8,000 is additionally requested. The 2017-2018 Surface Water Management Fund includes sufficient funds for Engineering Professional Services (408-000-531-32-41-00). \$50,000 for this project was identified in the 2017 fund carryover.

OTHER ALTERNATIVES CONSIDERED:

The City could choose to hire interns to complete the project, which could potentially yield a smaller upfront cost due to the large difference in labor rates. However, training, QA/QC, schedule impacts, and a higher level of project management would require re-prioritization of existing staff resources.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

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

Action G.8.1.A Develop Stormwater Asset Management Program



SUPPLEMENTAL AGREEMENT

Amendment Number: 1	Date: 10/4/2018
Project: Mapping of Stormwater Features and Attributes in GIS	City Project number: N/A
Consultant: Herrera Environmental Consultants, Inc.	Contract Number: C2018-136

The City of Sammamish desires to amend the agreement with Herrera Environmental Consultants, Inc. to provide Tasks 1 through 4 in the attached Scope of Work and Budget. These tasks will provide updated stormwater facility sketches and map existing public drainage easements. All provisions in the basic agreement remain in effect except as modified by this agreement.

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
\$186,858	\$186,858	\$41,937	\$228,795
_____ (Consultant)		Approved: _____ _____ City of Sammamish	
Date	10/4/2018	Date	Date



SCOPE OF WORK

STORMWATER GIS SUPPORT

On July 24, 2018, the City of Sammamish (City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to provide the following stormwater GIS support:

- Update approximately 600 storm facility sketches
- Delineate drainage easements from approximately 575 plat maps
- Delineate stormwater infrastructure from new as-built record drawings submitted between July and December 2018

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project.

TASK 1 – UPDATING STORM FACILITY SKETCHES

The City has Storm Facility Sketch sheets for approximately 600 storm facilities that are out of date and need to be updated. Each sheet shows one facility and all corresponding storm infrastructure with a header that includes the project number, name, location, and date. Herrera will update each sheet using the following process:

- 1) Locate and zoom to the appropriate extent for each facility.
- 2) Confirm that the labels associated with each structure are consistent with the IDs in the City's master Structures dataset.
- 3) Confirm the accuracy of the header information and update as needed.
- 4) Confirm that all mapping shown on the facility sketch is included in the City's stormwater infrastructure.
- 5) Export the sheet to PDF.

To help the City automate the process of updating the Storm Facility Sketches in the future, Herrera will set up a data-driven map template for this process.

Assumptions

- Each sheet will take approximately 5-10 minutes to update, depending on complexity.
- Herrera will digitize any new infrastructure shown on the previous facility sketches (geometry and any attribute information clearly visible) that are not included in the City's

SCOPE OF WORK

stormwater mapping as part of this process (assume this is the case with approximately 20% of the drawings)

- A new field will be created in the structures dataset indicating the appropriate label for display based on facility ownership type.
- Structure labels will not be updated on the facility sketches for commercial or privately-owned facilities. Structure labels for commercial or privately-owned facilities will not use the unique ID field, but the new field created to show "display labels".

Deliverables

- Updated Storm Facility Sketch sheets in PDF format for approximately 600 storm facilities.
- Updated Stormwater infrastructure geodatabase feature classes containing any new mapping
- Data-driven ArcMap project (v10.4.1) and brief instructions for use and maintenance (2-3 pages)

TASK 2 – DELINEATE DRAINAGE EASEMENTS

The City has approximately 575 plat maps that show the locations of drainage easements that need to be digitized in GIS. Herrera will create a drainage easement feature class for the City using the following process:

- 1) Review each plat map and highlight any public drainage easements.
- 2) Scan and georeferenced the highlighted plat map (if necessary) in GIS. For some easements, it may be possible to digitize the location based on existing GIS features like parcels without georeferencing the map.
- 3) Digitize the easement location and any associated notes.

Herrera will also delineate the plat map footprint in a separate feature class and attach each PDF to the footprint boundary (similar to the City's as-built record vault).

Assumptions

- Each plat map will take approximately 15 minutes to review and georeference (if needed), digitize any easements, and delineate the plat map footprint (excluding senior GIS QA/QC).

SCOPE OF WORK

Deliverables

- Drainage easement feature class including geometry and any provided attribute information.
- Updated Stormwater infrastructure geodatabase feature classes with edited ownership and maintenance responsibility information for any infrastructure within the new public drainage easement new mapping.
- Plat map footprint feature class with PDF attachments

TASK 3 – PLAN INTERPRETATION AND ADDITIONAL GEODATABASE SUPPORT (OPTIONAL)

Herrera will digitize stormwater infrastructure for new as-built record drawings submitted to the City between July and December 2018 (up to 8 drawings). The following procedures will be used:

1. Print the relevant as-built drawing sheets and highlight stormwater infrastructure features.
2. Scan and georeference the highlighted as-built sheet.
3. Digitize mapped stormwater infrastructure and review the full plan set to fill in attribute information.
4. Document any issues that are unclear in the Questions and Issue Log for the City and track progress in the Progress Tracking Log
5. Complete a QA/QC review of the data to check for topological, positional, and attribute accuracy (QA date will be entered in the Progress Tracking Log)

In addition, Herrera will provide up to 24 hours of senior GIS support for integrating the infrastructure mapping completed in September 2018 into the City's existing stormwater geodatabase.

Assumptions

- 6 drawings will be of moderate effort (6 hours) and 2 drawings will be of high effort (12 hours). This excludes senior QA/QC review time.
- A detailed QA/QC review will be completed by a senior stormwater engineer (0.5 hour per moderate effort drawing and 1 hour per high effort).

SCOPE OF WORK

Deliverables

- Geodatabase (ESRI 10.4) with all new stormwater features entered for up to 8 plan sets (editor and date tracking enabled) and full metadata.

TASK 4 – PROJECT MANAGEMENT/ CONTRACT ADMINISTRATION

Herrera's project manager (Jennifer Schmidt) will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the City's project manager (Brock McNairy). Herrera's project manager and the City will have bi-weekly check-in calls (15 minutes) on overall project progress, as well as phone and e-mail contact on an as needed basis.

The schedule for this project is October through December of 2018. Budgeting assumes three months of calls, progress reports, and invoices.

Deliverables

- Progress reports and invoices.

PROJECT SCHEDULE

Herrera assumes Notice to Proceed of October 5, 2018 and completion of all deliverables by December 31, 2018.

HERRERA ENVIRONMENTAL CONSULTANTS
Cost Estimate for Updating Storm Facility Sketches and Drainage Easements
Herrera Proposal or Project No. 17-06731-001

City of Sammamish: Updating Storm Facility Sketches and Drainage Easements <i>Number of Tasks: 4</i>	Task 1 <i>Updating Storm Facility Sketches</i>	Task 2 <i>Delineate Drainage Easements</i>	Task 3 <i>Plan Interpretation and Additional Geodatabase Support</i>	Task 4 <i>Project Management / Contract Administration</i>	TOTAL					
Schedule (start and end dates)	10/05/18 - 12/31/18	10/05/18 - 12/31/18	10/05/18 - 12/31/18	10/05/18 - 12/31/18						
COST SUMMARY										
Labor	\$12,183	\$15,817	\$12,464	\$1,472	\$41,937					
GRAND TOTAL	\$12,183	\$15,817	\$12,464	\$1,472	\$41,937					
COST ITEMIZATION										
Labor (2018 rates)										
Personnel Rate/Hour	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Busiek, Brian Engineer IV \$199.91	0	\$0	0	\$0	5	\$1,000	0	\$0	5	\$1,000
Schmidt, Jennifer GIS Analyst IV \$156.91	12	\$1,883	8	\$1,255	32	\$5,021	8	\$1,255	60	\$9,415
Brown, Jess Engineer II \$109.80	36	\$3,953	36	\$3,953	24	\$2,635	0	\$0	96	\$10,541
Wingrove, Katie Engineer I \$113.34	0	\$0	36	\$4,080	24	\$2,720	0	\$0	60	\$6,800
Geigel, Joseph GIS Analyst I \$90.68	70	\$6,348	72	\$6,529	12	\$1,088	0	\$0	154	\$13,965
Saavedra, Robin Accounting Administrator III \$108.31	0	\$0	0	\$0	0	\$0	2	\$217	2	\$217
SUBTOTAL LABOR (Burdened Labor)	118	\$12,183	152	\$15,817	97	\$12,464	10	\$1,472	377	\$41,937

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MINUTES

City Council Study Session

6:30 PM - October 1, 2018

City Hall Council Chambers, Sammamish, WA

Deputy Mayor Moran called the study session of the Sammamish City Council to order at 6:30 p.m.

TOPICS

Discussion: 2018 Comprehensive Plan Docket Item: Amendments to the Capital Facilities Element

Jeff Thomas, Community Development Director and David Goodman, Management Analyst gave the staff report and showed a Powerpoint presentation (Presentation is available [here](#)).

Discussion: Big Rock Park – Site B Phase I Improvements: Discussion/Update

Angie Feser, Parks and Recreation Director and Shelby Perrault, Parks Project Manager, gave the staff report and showed a PowerPoint presentation (Presentation available [here](#)).

Discussion: Roadway Segment Capacity and LOS Analysis Options

Steve Leniszewski, Public Works Director, Cheryl Paston, Deputy Public Works Director and Kendra Breiland, Consultant from Fehr and Peers gave the staff report and showed a PowerPoint presentation (Presentation is available [here](#)).

ADJOURNMENT

The meeting adjourned at 8:50 pm.

Draft



MINUTES

City Council Regular Meeting

6:30 PM - October 2, 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 Larry Patterson
Management Analyst Mike Sugg
Director of Community Development Jeff Thomas
Senior Management Analyst David Goodman
Director of Parks & Recreation Angie Feser
Deputy Director of Parks & Recreation Anjali Myer
Management Analyst Maia Knox
City Clerk Melonie Anderson
City Attorney Michael Kenyon

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Boy Scout Troop #596 presented the colors and led the pledge.

APPROVAL OF AGENDA

Agenda was accepted as presented.

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PUBLIC COMMENT

Paul Stickney, 22626 NE Inglewood Hill Road, spoke regarding the Housing Strategy and showed a PowerPoint (available upon request of the City Clerk at manderson@sammamish.us)

Mary Wictor, 408 208th Avenue NE, spoke regarding the Housing Strategy and showed a PowerPoint (available upon request of the City Clerk at manderson@sammamish.us).

Darrel Roberts, representing Lifewire, spoke regarding the Domestic Violence Action Month proclamation.

James Eastman, 196th Avenue NE, spoke regarding development regulations in Sammamish.

Todd Leavitt, 14410 Bel Rd Road, Bellevue, WA, spoke regarding lifting the emergency development regulations.

Christie Jenkins, 2320 248th Avenue SE, spoke regarding the emergency development regulations.

Tamara Tsukishima, 2315 248th Avenue SE, spoke regarding the moratorium.

CONSENT CALENDAR

Payroll: for the period ending September 15, 2018 for a pay date of September 20, 2018 in the amount of \$394,613.69

Approval: Claims For Period Ending October 02, 2018 In The Amount Of \$2,107,196.23 For Check No. 51756 Through 51860

Ordinance: Amending Sammamish Municipal Code Sections 5.05.020 And 5.05.030 Pertaining To Business Licensing; Providing For Severability And Establishing An Effective Date (O2018-469)

Proclamation: Domestic Violence Action Month

Approval: Minutes from the September 18, 2018 Regular Meeting

Approval: Minutes for the September 25, 2018 Special Meeting

MOTION: Councilmember Tom Hornish moved to approve the consent agenda. Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.

PRESENTATIONS

Approval: 2019-2020 Human Services Grant Funding

Human Services Commission Chair, Tom Ehlers, and Vice Chair Larry Wright gave the recommendations and showed a PowerPoint presentation (presentation available [here](#)).

Councilmember Ross wanted to know what the percentage of their total budget surrounding cities are spending on Human Services. Councilmember Hornish suggested a per household grant funding rather than per capita.

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MOTION: Councilmember Jason Ritchie moved to approve the Human Services Commission's recommendation for 2019-2020 in the amount of \$325,445 in grant funding. Councilmember Pam Stuart seconded. Motion carried 6-1 with Councilmember Tom Hornish dissenting.

PUBLIC HEARINGS

Ordinance: A Public Hearing to Consider an Ordinance to Amend the Capital Facilities Element of the Sammamish Comprehensive Plan

Jeff Thomas, Community Development

Public Hearing opened at 7:52 pm

Public Comment

Paul Stickney, 22626 NE Inglewood Hill Road, spoke about the Comprehensive Plan amendments being proposed.

Public Hearing closed at 7:54 pm.

Council recessed from 7:57 pm to 8:08 pm

MOTION: Councilmember Pam Stuart moved to direct staff to include the proposed amendments to the Capital Facilities Element of the Sammamish Comprehensive Plan in the consolidated amendment package to be considered by City Council in December. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.

UNFINISHED BUSINESS - NONE

NEW BUSINESS - NONE

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

Discussion: 2019 Legislative Priorities

City Manager Larry Patterson gave the staff report. The Council Lobbyist suggested Council develop two lists; a short list with immediate priorities and a longer, wish list. Council requested having staff bring a list of shovel-ready projects, or other projects that are ready for design, by the first meeting in November.

Minutes: September 19, 2018 Legislative Committee Regular Meeting

Report: Mayor Christie Malchow

All Councilmembers currently on Sound Cities Association (SCA) committees are planning to reapply. Staff will develop a spreadsheet about who is on what committee and what new committees Councilmembers might want to apply for.

MOTION: Councilmember Jason Ritchie moved to amend the emergency interim development regulations ordinance from last meeting where we included several pre-applications that were exempt from the

Draft

regulations. He would also like to exempt the 64 lots that have filed pre-application meeting. Councilmember Ramiro Valderrama seconded.

Councilmember Hornish questioned how Council could be amending an ordinance without an amending ordinance. City Attorney Mike Kenyon suggested that Council should direct staff to prepare an amending ordinance and bring it for approval at the next meeting. He will also research to see if an additional hearing on the ordinance would be required. **Motion was withdrawn.**

MOTION: Deputy Mayor Karen Moran moved to exempt any development applications, feasibility and pre-applications as defined by SMC 20.05.030 that have been accepted prior to September 18, 2018 and process as set forth in SMC 20.05. For purpose of this ordinance, accepted shall mean the filing of the Feasibility Guidance Form and the acceptance of payment by the City of Sammamish. Any applications will be processed according to the all development regulations in place by September 18, 2018. Councilmember Jason Ritchie seconded.

Mr. Thomas explained that the language being presented tonight would actually result in exempting 108 lots. 64 lots would be created if only completed pre-application lots are exempt.

MOTION: Councilmember Pam Stuart moved to amend motion for the proposed ordinance to eliminate feasibility meetings and only include pre-application meetings. Councilmember Stuart amended this amendment by adding the following language:

Permits and approvals of any type for properties outside of the Town Center zoning districts submitted on or before September 18, 2018, including those for which a pre-application meeting was completed with the City to the satisfaction of the Community Development Director and/or designee. Councilmember Jason Ritchie seconded. Motion carried 6-1 with Councilmember Tom Hornish dissenting.

As further clarification, Mr. Kenyon stated that staff will develop an amending ordinance to the emergency development regulations and this ordinance will be presented to Council on October 16, 2018, for their consideration.

CITY MANAGER REPORT

The City Manager will bring a new process to Council regarding the Mayor's Message in the City Newsletter. Councilmembers Ross and Hornish will participate in the meeting regarding financial reporting with the YMCA in relation to the Sammamish Community and Aquatic Center. Deputy Moran and Councilmembers Stuart and Ross will participate in the review of firms that submitted a Request for Proposal to search for the next City Manager.

MOTION: Councilmember Pam Stuart moved to establish a process where proclamations be read aloud. Councilmember Chris Ross seconded. Motion carried 5-2 with Councilmember Chris Ross and Councilmember Tom Hornish dissenting.

MOTION: Councilmember Jason Ritchie moved to amend to read no more than two proclamations per meeting and any pictures or other festivities must occur prior to the meeting. Councilmember Pam Stuart seconded. Motion carried 4-3 with Mayor Christie Malchow, Councilmember Chris Ross, and Councilmember Tom Hornish dissenting.

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EXECUTIVE SESSION

Potential litigation pursuant to RCW 42.10.110(1)(i) and Property Acquisition pursuant to RCW 42.10.110(1)(i).

Council retired to Executive Session at 9:32 pm and returned at 9:44 pm.

MOTION: Councilmember Pam Stuart moved to extend the meeting to 10:03 pm Councilmember Jason Ritchie seconded. Motion carried 6-1 with Councilmember Tom Hornish dissenting.

MOTION: Councilmember Jason Ritchie moved to direct the City Attorney to prepare an ordinance ending the Moratorium for Council consideration on October 16, 2018. Deputy Mayor Karen Moran seconded. Motion carried 4-3 with Mayor Christie Malchow, Councilmember Chris Ross, and Councilmember Tom Hornish dissenting.

Councilmember Hornish directed the City Manager to collect all emails, on both city and personal devices relating to STCA.

ADJOURNMENT

MOTION: Councilmember Tom Hornish moved to adjourn. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

The meeting adjourned at 10:00 pm.

Melonie Anderson, City Clerk

Christie Malchow, Mayor

Draft



MINUTES

City Council Joint Study Session with Planning Commission

6:30 PM - October 9, 2018

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the joint study session 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:

Planning Commissioner, Position 3 Chair Shanna Collins
 Planning Commissioner, Position 4 Vice Chair Larry Crandall
 Planning Commissioner, Position 6 Mark Baughman
 Planning Commissioner, Position 1 Eric Brooks
 Planning Commissioner, Position 5 Jane Garrison
 Planning Commissioner, Position 7 Rituja Indapure
 Planning Commissioner, Position 2 Roisin O'Farrell
 City Manager Larry Patterson
 Director of Community Development Jeff Thomas
 Planning Manager Kellye Hilde
 Senior Management Analyst David Goodman

PUBLIC COMMENT

Larry Crandall, 4335 Issaquah Pine Lake Rd, spoke regarding support for local newspapers.

Paul Stickney, 22626 NE Inglewood Hill Road, spoke regarding the housing strategy and showed some slides (Slides are available upon request of the City Clerk at manderson@sammamish.us).

Karen Howe, Representing Sammamish Friends, spoke regarding the mission of Sammamish Friends and in support of the master plan for Big Rock Park - Site B.

Draft

Deb Sogge, Representing the Sammamish Chamber of Commerce, updated Council on new developments in the business community.

Mary Wictor, 408 208th Avenue NE, spoke regarding housing balance in Sammamish.

Julio Richburg, 1312 229th Place NE, spoke regarding housing balance in Sammamish.

Payton, 16596 NE 85th Court, Redmond, spoke in support of housing balance in Sammamish.

TOPICS

- 1. **Discussion with Planning Commission:** Sammamish Home Grown: A Plan for People, Housing, and Community

Jeff Thomas, Community Development Director, Kellye Hilde, Planning Manager, Arthur Sullivan (ARCH), and Miryam Latner, Management Analyst, helped with the staff report and showed a PowerPoint presentation (Presentation is available [here](#)).

- 2. **Discussion:** Urban Forest Management Plan

Mr. Thomas, David Goodman, Senior Management Analyst, and Ian Scott (Davey Resource Group consultant) gave the staff report and showed a PowerPoint presentation (Presentation is available [here](#))

REQUEST FOR FUTURE AGENDA ITEMS

ADJOURNMENT

The meeting adjourned at 8:40 pm.

Melonie Anderson, City Clerk

Lita Hachey, Deputy City Clerk

Christie Malchow, Mayor

Sammamish, Washington World Polio Day Proclamation
October 26, 2018

WHEREAS, Rotary International, founded on February 23, 1905 in Chicago, Illinois USA, is the world's first and one of the largest non-profit service organizations; and

WHEREAS, there are over 1.2 million Rotary club members comprised of professional and business leaders in over 35,000 clubs in 200 countries and geographic areas; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and spearheaded the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF and the Bill & Melinda Gates Foundation to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than \$1.7 billion and countless volunteer hours to the protection of more than two billion children in 122 countries; and

WHEREAS, Rotary is currently working to raise an additional \$150 million, which – if realized -- will be tripled by the Bill & Melinda Gates Foundation for a total of up to \$450 million over the next three years; and

WHEREAS, these efforts are providing much needed operational support, medical personnel, laboratory equipment and educational materials for health workers and parents; and

WHEREAS, in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$8 billion to the effort; and

WHEREAS, there are 39 Rotary club members in the City of Sammamish sponsoring service projects to address such critical issues as poverty, health, hunger, illiteracy, and the environment in their local communities, and abroad.

Therefore, I, Christie Malchow, Mayor of Sammamish, Washington, do hereby proclaim October 26, 2018 as World Polio Day in Sammamish, and encourage all citizens to join myself and Rotary International in the fight for a polio-free world.

 Christie Malchow
 Mayor of Sammamish





City of Sammamish, Washington

PROCLAMATION

- Whereas:** Youth Eastside Services was incorporated on November 1, 1968, and has served the children, youth and families of Sammamish and other Eastside communities for 50 years; and
- Whereas:** Youth Eastside Services was created by dedicated volunteers as an important community resource; and
- Whereas:** Youth Eastside Services provides mental health counseling, substance use and co-occurring disorder services, and prevention and education programs; and
- Whereas:** Youth Eastside Services' work touched more than 80,000 lives in 2017, and served nearly 7,000 children, youth and family members with intensive mental health counseling, and substance use and co-occurring disorder counseling services.
- Whereas:** Youth Eastside Services initiated several innovative programs over the years, including several evidence-based therapies, Latino leadership programs, and BGLAD for LGBTQ kids; and
- Whereas:** Youth Eastside Services meets kids where they are at over 50 locations across East King County, including schools, teen and community centers in the Bellevue and Lake Washington School Districts, offices in four communities, and in homes; and
- Whereas:** From its very inception, Youth Eastside Services has ensured that kids get the help they need regardless of their family's ability to pay; and
- Whereas:** The support of individuals, institutional and government funders, and the City of Sammamish has helped to ensure that children, youth and families have access to high quality behavioral health services; and

Now, therefore, I, Christie Malchow, Mayor of the City of Sammamish, Washington and on behalf of its City Council, do hereby proclaim November 1, 2018 as Youth Eastside Services Appreciation Day in Sammamish. In addition, I urge all residents to take a moment to honor this agency's founders, staff, board of trustees, and volunteers for their tireless dedication, care and compassion for all children, youth and families in the greater community.



Christie Malchow, Mayor

Agenda Bill

City Council Regular Meeting
October 16, 2018



SUBJECT:	Presentation: Police Services Study		
DATE SUBMITTED:	October 01, 2018		
DEPARTMENT:	City Manager's Office		
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action	<input type="checkbox"/> Direction	<input checked="" type="checkbox"/> Informational
RECOMMENDATION:	No action necessary.		
EXHIBITS:	1. Exhibit 1 - Presentation		
BUDGET:			
Total dollar amount	<input type="checkbox"/>	Approved in budget	
Fund(s)	<input type="checkbox"/>	Budget reallocation required	
	<input checked="" type="checkbox"/>	No budgetary impact	
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/>	Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/>	Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/>	Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/>	Financial Sustainability	

NEEDED FROM COUNCIL:

Feedback on the options presented by BERK Consulting.

KEY FACTS AND INFORMATION SUMMARY:

Summary

On October 16, 2018, staff and BERK Consulting will provide the City Council with an update on the Police Services Study project. The attached presentation (Exhibit 1) outlines key findings from the [Existing Conditions Report](#), discusses alternative service delivery models, and suggests future opportunities for the Sammamish Police Department.

As part of the presentation, BERK will ask the Council to consider potential guiding principles (slide 17) to help prioritize investment of resources. Each guiding principle includes a number of associated options and recommendations for putting it into action.

Following this meeting, BERK will compile feedback and begin work on the Final Report. The report, a draft of which will be included in the Council's meeting packet for December 4, will contain specific and timebound guidance for implementation.

Keep up to date on the Police Services Study by visiting the [project page](#).

Background

In early 2017, the City Council and staff began discussing the possibility of completing a Police Services Study. This discussion was deferred to the Public Safety Committee, which met twice in 2017 to review similar studies completed by peer jurisdictions and to discuss a preliminary scope of work. During those meetings, Committee members identified a number of desired topics to address through the study, such as the current police response times, resource levels and the City's contract with the King County Sheriff's Office.

Following the Committee's review, the Council approved \$100,000 in funding for the project as part of the 2017-2018 mid-biennial budget update. The City subsequently released a Request for Proposals (RFP) in late December to which two proposals were submitted. Staff evaluated the proposals and recommended the selection of BERK Consulting, which the City Council approved on March 6, 2018 through contract number [C2018-137](#). This will be the first such study the City has completed since incorporation in 1999.

In early April 2018, BERK held kick-off meetings with the City Council and Public Safety Committee to outline the study's purpose, key tasks and schedule. Feedback on next steps, including public engagement and outreach, was collected from both groups. Based on the feedback received, the Healthy Communities Coalition, Sammamish Youth Board and the community at large (through a Virtual Town Hall) were engaged in discussions about police services throughout May 2018.

On July 10, 2018, staff and BERK provided an update to the City Council summarizing their recently-completed first phase of work. Their [presentation](#) included a review of existing conditions and the engagement of a variety of internal and external stakeholders. BERK subsequently finalized the first project deliverable - the [Existing Conditions Report](#).

Scope of Work

The goal of this project is to arrive at a long-term strategy for providing responsive, well-managed, effective and efficient law enforcement services that are reflective of community needs and priorities. The scope of work is summarized below; the full scope can be found in the [contract](#).

- **Phase I - Review of Current Organizational Conditions:** This initial phase includes a kick-off meeting with the City Council, Public Safety Committee and the internal staff team to review project direction and gather initial ideas and feedback on the planning process. This phase will also involve a compilation of current crime data and calls for service, interviews with stakeholders, shift meetings with police personnel, and a Virtual Town Hall survey. And finally, the consultant will perform an operations assessment, which includes a detailed analysis of the organizational structure, management capacity, scheduling, communication, performance

measurement, use of technology and the impact of new laws and regulations. *This first phase of work was summarized in the "[Existing Conditions Report](#)."*

- Phase II - Future Service Demand: In the second phase of work, the consulting team will evaluate crime trends, demographics, projected growth and other factors that could impact the future demand for law enforcement services. Included in this phase of work is an analysis of regulatory changes that may impact future operations, such as changes to sentencing requirements, cybercrime, expansion of background checks for weapons purchases and more. *This second phase of work will be incorporated into the Final Report (Phase IV).*
- Phase III - Future Services Delivery Models: The third phase of the project will include an analysis and recommendations for future service delivery. This includes a "make vs. buy" comparison of the contract with the King County Sheriff's Office, in-house police operations and/or other partnership opportunities that may be available. Also included is a financial assessment and an evaluation of short-term savings and long-term cost avoidance. *This third phase of work will be summarized in a "Future Services Delivery Models Memo" for review by the City Council.*
- Phase IV – Draft and Final Report: The final phase of the project will include a summarization of the key findings and recommendations from the prior phases of work. The report will look at the Department's mission and guiding philosophy, recommend prioritized actions, provide implementation guidance, and suggest methods to track performance. *A final "Police Services Study Report" containing specific and timebound guidance for implementation will be presented to the City Council for review and final adoption.*

City of Sammamish Police Services Study

Briefing to City Council

October 16, 2018



Today's Briefing

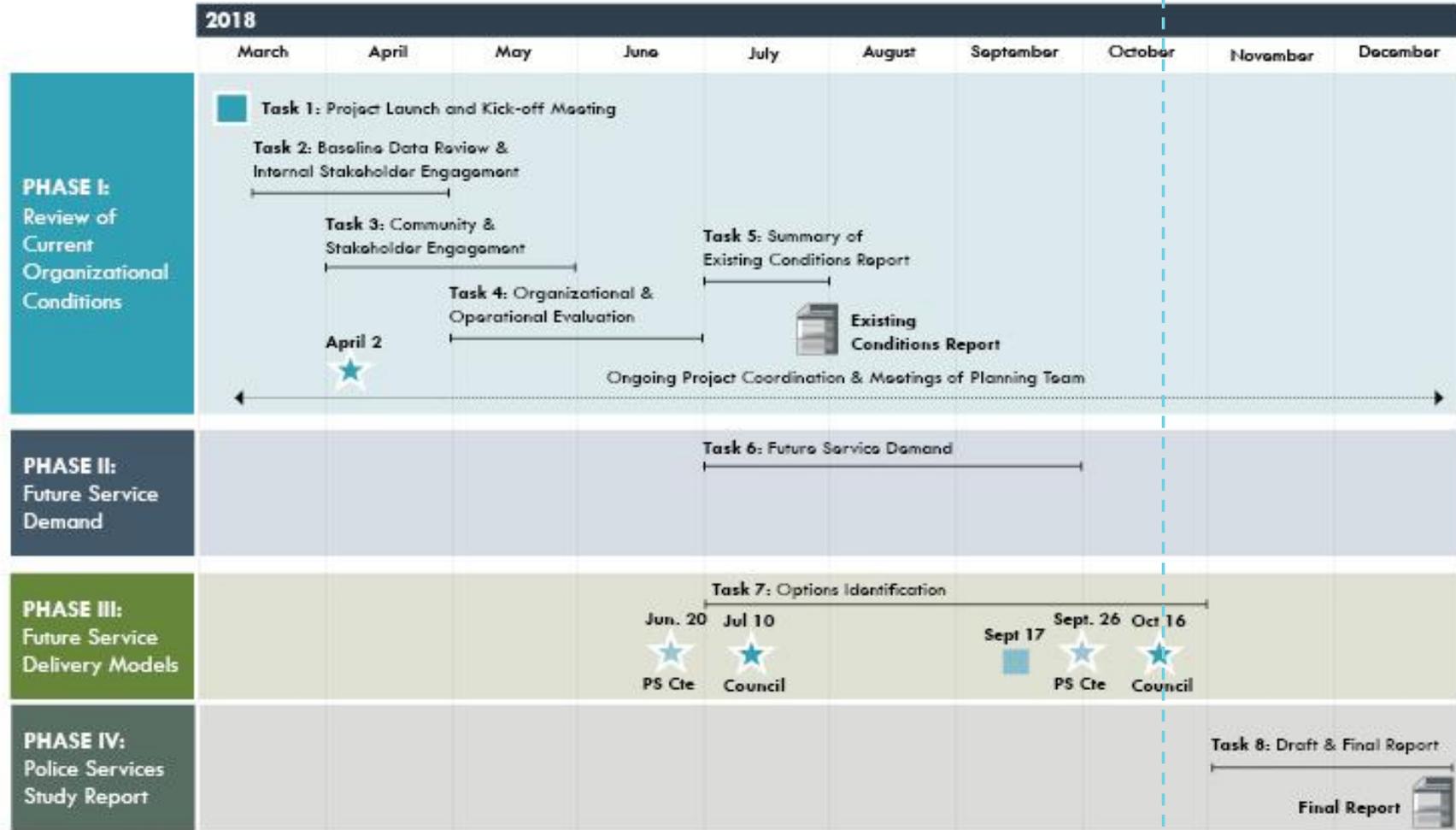
- I. Project Update
- II. Alternative Service Delivery Model Assessment
- III. Summary of Key Findings from Existing Conditions Report & Future Conditions Analysis
- IV. Future Opportunities for the Sammamish Police Department
- V. Next Steps, Questions, and Suggestions



I. Project Update

Project Schedule

Current Progress



Last updated 10/03/18

■ = Staff Workshop

★ = City Council & Public Safety Committee Briefings



Project Status

Existing Conditions Report ([link](#))

- **External Stakeholder Engagement**
- **Internal Stakeholder Engagement**
 - ❑ Police Department Deputies, Sergeants, Police Chief, and admin
 - ❑ City staff – Parks, Public Works, Finance, and Risk Management
 - ❑ City partners – Eastside Fire and Rescue Fire Chief
- **Initial Baseline Data, Organizational, and Operational Review**

Focus of current work

- **Consideration of:**
 - ❑ Alternative service delivery models
 - ❑ Future service demand
 - ❑ Opportunities to strengthen functioning of the Department



II. Alternative Service Delivery Model Assessment

Scope and Recommendation

- We were asked to consider – at a high level – alternative law enforcement service delivery options for Sammamish.
 - Slides [in the Appendix](#) compare the current model with the development of an independent municipal police department.
 - Other options – contracting with a neighboring city or partnering with multiple cities – are not fully considered here but could be given additional analysis if desired. As the eastside region continues to grow in population and density over the coming decade or so, a regional approach to police services may make sense.

Recommendation

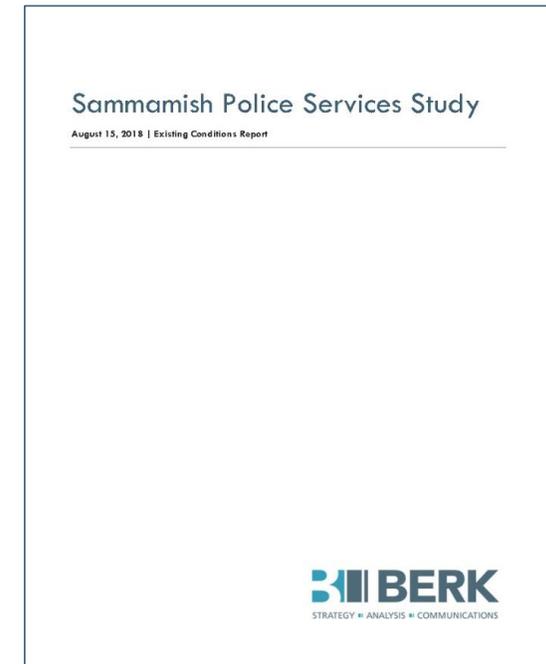
Based on our assessment of the pros and cons of alternative service delivery models, we recommend that the City of Sammamish continue to contract with KCSO for service, with a focus on:

- Strategies to improve functioning of the Department (following slides).
- Strategies to refine KCSO contract.
- Consideration of regional contracting or partnerships over the coming decade.

III. Summary of findings from Existing Conditions Report & Future Conditions Analysis

Summary of Existing Conditions

- The Sammamish PD is well-managed and performing well.
- Residents feel safe and supported by their police department.
 - Important to maintain this strong position through preventive investment. It would be costly and time consuming to catch up if either rating slips.
- Residents would like increased community policing presence.
- The City is largely happy with services provided through the KCSO contract.
- Compared to peers, Sammamish:
 - Has a lower crime rate than peer KCSO contract cities.
 - Pays less per capita for police services.
 - Has a lower number of commissioned police officers per 1,000 residents.
 - Has a higher officer turnover rate.



Current Pressures on Capacity

- The City budgets leanly for law enforcement services and must consider **interrelated pressures on capacity**.
- **Current pressures** include:
 - A. **Overextension of individual staff in some positions.**
 - B. **Limitations of current patrol staffing model.**
- **Future pressures** on capacity include:
 - C. **Pending population growth and density will increase demand for service.**
 - D. **Community desires greater community policing presence.**

Current Pressures on Capacity

A. Overextension of individual staff in some positions.

- The Police Chief and administrative support feel overextended.

B. Limitations of current patrol staffing model.

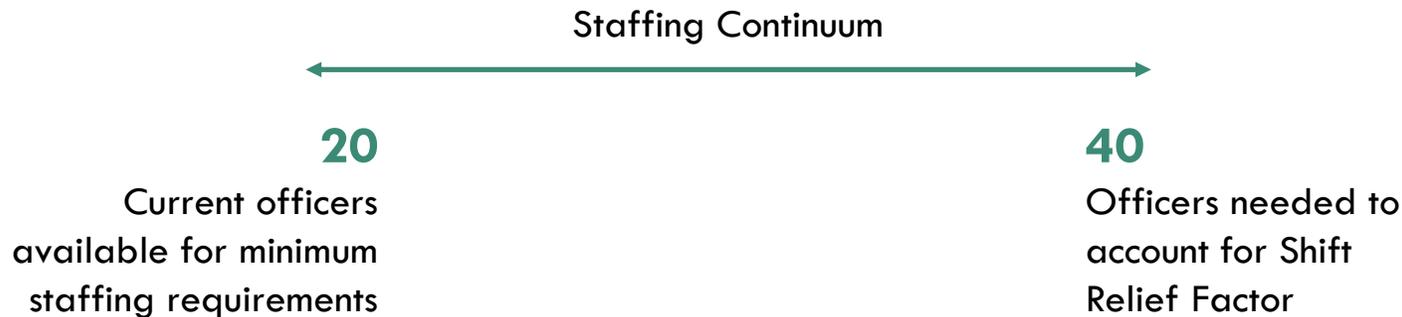
- Current staffing model is based on 3 patrol districts staffed to minimums.
- Staffing need is affected by multiple and interrelated drivers:
 - ❑ Workload – Dispatched Calls for Service (DCFS)
 - ❑ Desired response times
 - ❑ City geography and transportation challenges (which impact response time)
 - ❑ Shift coverage
 - ❑ Two-officer response requirements for certain call types (e.g. domestic violence calls)
 - ❑ Risk management
 - ❑ Ability to call on KCSO resources

	Geography (sq miles)	Patrol Districts
Newcastle	4.5	1
Woodinville	5.6	5
Maple Valley	5.9	1
Covington	6.0	1
Kenmore	6.3	5
SeaTac	10.2	4
Shoreline	11.7	6
Burien	13.2	6
Sammamish	18.5	3



Shift Relief Factor (SRF)

- The Department currently staffs to minimums: 3 officers assigned to 3 patrol districts. With no shift relief factor, the City relies on KCSO backfill for vacation, sick, or trainings. This model carries some risk and potential for a lower level of service.
- If Sammamish applied a 2.2 Shift Relief Factor to account for vacation and sick time available to officers, the number of patrol officers would need to almost double to ensure coverage of each of the City's three patrol district over all shifts.
- Due to the safe nature of the city, large geographic distribution, and community policing goals, the right number of officers is likely somewhere in the middle.



Future Pressures on Capacity

- **Future pressures** on capacity include:

C. Pending population growth and density will increase demand for service.

- **Increased calls for service** as Sammamish grows, as density increases, as land is used for purposes other than single-family development, and traffic increases.
- This incremental growth will bring incremental revenues.
 - ❑ Sales Tax: One-time sales tax generated on construction and ongoing sales tax generated on dollars spent at the Town Center that would have either not been made before or made outside of Sammamish.
 - ❑ Property tax revenue will increase when improved properties are added to the tax roll.

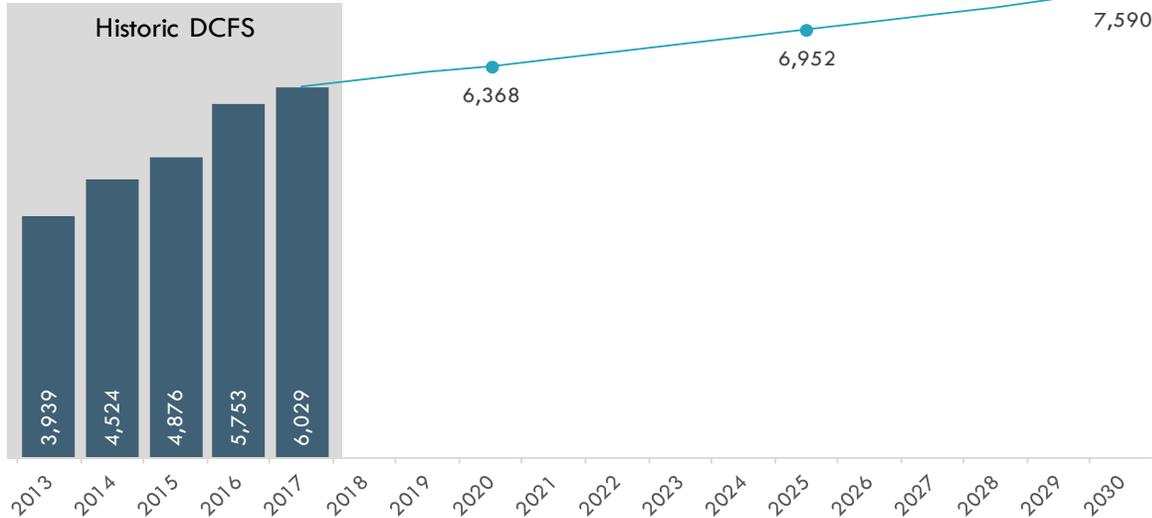
D. Community desires greater community policing presence.

- Allowing time for community policing, as desired by residents.

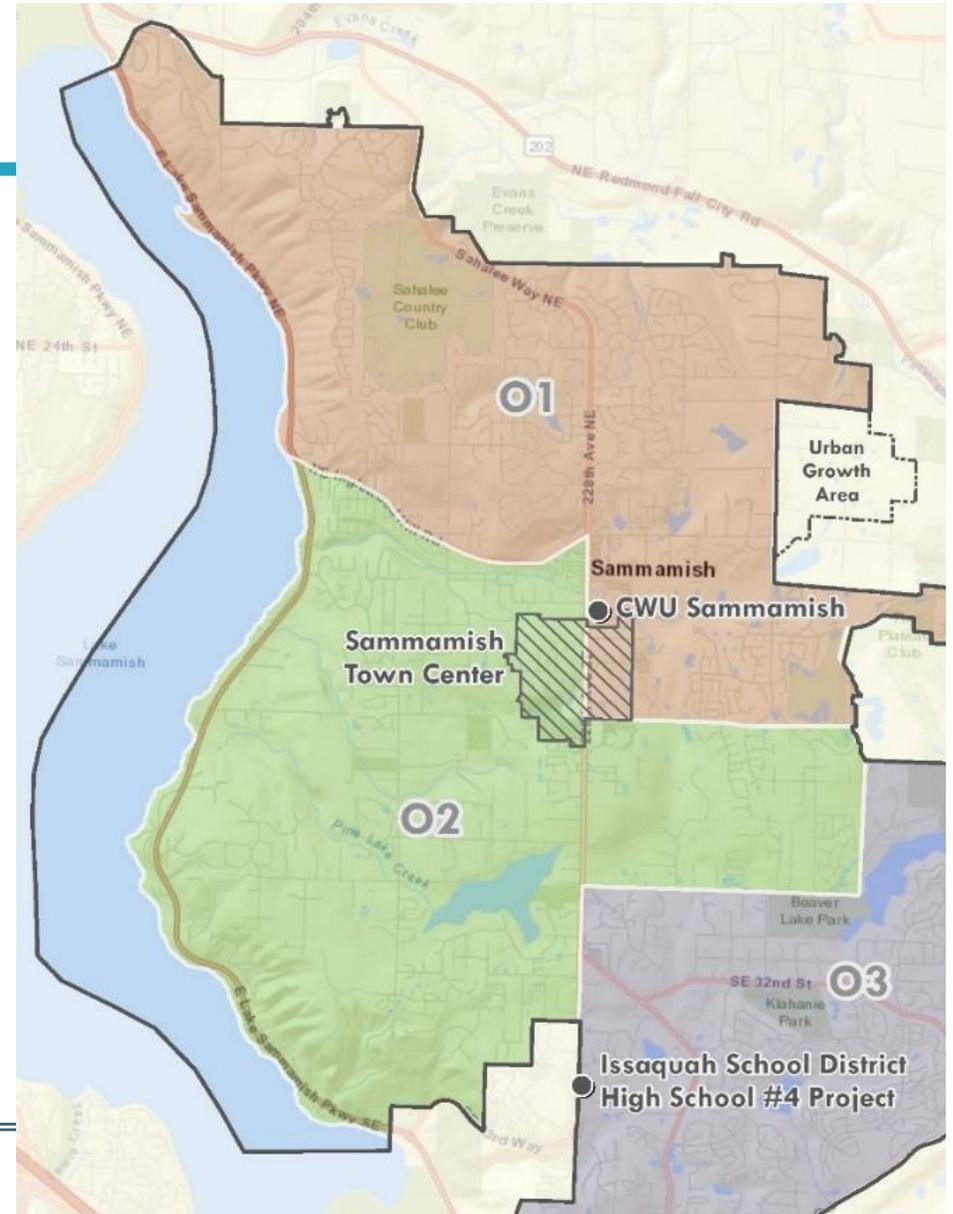
Keep in mind that the City must plan for capacity increases well in advance: it takes up to 18 months to get new officers through the Academy and into uniform.



Projected Pop. and Call Volume Growth



- Projected DCFS modeled based on historic population growth and current call volumes. A significant portion of expected population growth will be associated with Town Center.
- Increase could be greater if new developments drive more calls for service than seen historically



IV. Future Opportunities for the Sammamish Police Department

Guiding Principles and Law Enforcement Priorities

- **Guiding Principles (the City of Sammamish “law enforcement model”) would help prioritize investments in response to current and future pressures.**
- These principles would be used to prioritize investment of limited resources in the following areas, all of which would benefit from additional resources, recognizing that investment in one area may benefit another:
 - ❑ Command capacity.
 - ❑ Administrative capacity.
 - ❑ Patrol capacity.
 - ❑ Community policing.



Guiding Values and Law Enforcement Implications

Interest expressed in:

- Tiered policing (PSC)
- Professional Law Enforcement Officers (PSC)
- Community Connection (VTH)

We value...	Potential Implications	
Resident safety and quality of life	<ul style="list-style-type: none"> • Technology • Command capacity 	<ul style="list-style-type: none"> • Commissioned officer capacity • Community policing
High level of service	<ul style="list-style-type: none"> • Command capacity • Commissioned officer capacity 	<ul style="list-style-type: none"> • Community policing
Managing City risk exposure	<ul style="list-style-type: none"> • Command capacity • Commissioned officer capacity 	<ul style="list-style-type: none"> • Administrative capacity
Positive relationship with the community	<ul style="list-style-type: none"> • Command capacity • Tiered policing model 	<ul style="list-style-type: none"> • Staff retention • Community policing
Efficiency	<ul style="list-style-type: none"> • Community resources • Tiered policing model 	<ul style="list-style-type: none"> • Technology
Professional law enforcement officers	<ul style="list-style-type: none"> • Command capacity • Commissioned officer capacity 	<ul style="list-style-type: none"> • Connection to community • Department culture and staff retention



Options: Leverage Community Resources



- Develop a robust **volunteer and community partner program**.
 - ❑ Increase use of volunteers for **special events** (parades, outdoor movies, Halloween, extreme weather).
 - ❑ Develop **volunteer opportunities for high school students** and encourage a career in public safety.
 - ❑ Provide **CPTED** (Crime Prevention Through Environmental Design) information to residents and businesses.
 - ❑ Increase and formalize coordination with **private security**.
 - ❑ Leverage **CWU's Department of Law and Justice** for community policing plans, other initiatives.
 - ❑ Create Crime Analysis capacity beyond that provided by central KCSO resources, working in partnership with Tableau or Microsoft to create timely visualizations of crime data for public and internal use.
- Consider **new revenue sources**.
 - ❑ Consider **leveraging traditional municipal funding sources** such as a utility tax or using banked property tax capacity.
 - ❑ Create a **Sammamish [Police Foundation](#)**.
 - ❑ Consider **fees for some services**: house checks, or house checks beyond a certain number per year, are a good candidate.

Options: Leverage Technology



- Continue to work with Issaquah to provide **video court services**.
- Encourage residents to use **online reporting** when appropriate.
 - Consider follow-up with a call or visit once initial report is filed and reviewed (may be done by non-commissioned personnel).
 - Provide online instructions and/or reporting advocates who can walk individuals through the process.
- Develop **inventory of homes and businesses with surveillance video** to facilitate retrieving evidence.
 - Organizing inventory and retrieving video can be done by non-commissioned staff.
- Deploy either mobile (mounted on vehicles) or strategically placed stationary **Automated License Plate Readers** to assist police in solving crimes and locating missing persons.
- *How comfortable would your community be with these options?*

Options: Increase Command Capacity



- **How would we know that increase in capacity is needed?**
 - Function of **demand** (not just calls for service, but also community expectations) and **span of control**.
 - See comparisons on next slide.
- **Current situation**
 - Sammamish has very limited command capacity as some duties cannot be delegated to sergeants.
 - Sammamish relies on KCSO precinct staff to provide supervision when the Chief is off duty.
- **Potential investments**
 - Move to a Major/Captain model. Incremental cost \$250,000.
 - Add additional sergeants to cover all shifts. Cost of \$220,000 per sergeant.
- **Potential benefits**
 - Relief for Chief.
 - Increased leadership capacity for supervision of and professional development planning for officers, participation in community events and community policing, special projects, administrative functions.
 - Retention of current and future leadership.
 - Succession management, with a Captain with experience and relationships in the City as a potential replacement for the Major.

Options: Increase **Administrative Capacity**



■ **Current situation**

- ❑ Current administrative support position is a City employee.
- ❑ Time is split between administrative support for Chief and front desk/community interface.

■ **Potential investments**

- ❑ Hire another City position to support Department leadership.
 - City administrative position = \$93,800 (salary + benefits, in 2018 dollars)
- ❑ Develop a volunteer cadre who can be trained and assist with administrative duties.

■ **Potential benefits**

- ❑ New position would generate non-commissioned capacity for community policing.
- ❑ Would support Police Chief and relieve her of some administrative duties.
- ❑ Would help ensure administrative functions are performed properly, mitigating risk.
- ❑ Volunteers would serve as ambassadors to the community.



Options: Adopt a Tiered Policing Model



- Fully commissioned officers are the most expensive option for delivering public safety services. Some needs may not require fully-commissioned law enforcement officers.
- City staff or limited- or non-commissioned police employees** who are specially trained in public safety could perform functions such as:

Approximate Cost Comparison

Commissioned	Limited-Commission	Non-Commissioned
\$1	\$0.75	\$0.50

- Vacation house checks.
 - Closing parks at night.
 - Parking enforcement.
 - Taking reports for lower-level crimes: graffiti, car break-ins, mail theft, fireworks, vandalism.
 - Follow up with residents who have contacted the police: share case status and/or take report.
 - Meetings with neighborhood groups, supported by uniformed officers when appropriate.
 - Crime analysis.
 - Representing the Police Department at City meetings.
- What is your comfort with this approach and specific duties?*



Options: Increase Commissioned Officer Capacity



■ Current Situation

- The Department staffs to minimums: 3 officers on 3 shifts.
- With no shift relief factor, the City relies on KCSO backfill for vacation, sick, or trainings. This carries some risk and potential for lower level of service.
- There is a lag of up to 18 months to get a new officer into uniform.

■ Indicators of capacity constraint in patrol staffing

- DCFS and/or crime is increasing.
- Complaints about police service are increasing.
- Response times are not acceptable to the community.
- Case follow-up is difficult or delayed.
- KCSO is not able to provide backup resources when requested.
- Insufficient permanent staffing for routine coverage or special community events.
- Significant increase in overtime costs.

■ Potential investments

- Consider adding an urban core patrol district.
- Add a fourth patrol district increasing on-duty officers to 4.
- Maintain current districts and increase minimum staffing.
- Add a roving officer to supplement existing on-duty officers.



Options: Community Policing



■ Current situation

- ❑ The community desires more police presence/contact.
- ❑ Community policing can/should be done through combination of patrol capacity and dedicated community-focused staff (can be volunteers, limited/non-commissioned).

■ Potential investments

- ❑ Establish dedicated Community Resource Officer capacity.
- ❑ Invest in CPTED (Crime Prevention Through Environmental Design) resources.
- ❑ Coordinate with neighborhoods and other groups to craft [specific community policing plans](#) by geography or community (e.g. neighborhoods, retail owners, schools, LBGTQ, seniors, ethnic groups.)
- ❑ Increase info sharing via traditional and social media.
- ❑ Provide safe place for online purchase exchanges.
- ❑ Invest in storefront or satellite police stations.

School Safety

■ Current situation

- ❑ New Issaquah School District High School #4 planned.
- ❑ School districts each contribute about 40% of cost of existing SROs.
- ❑ Desire for additional SROs expressed by Council) including focus on middle schools.

❑ Potential investments

- ❑ Community Resource Officer (CRO) who includes school safety as part of overall duties.
- ❑ Additional SRO(s) (fully- or limited-commissioned staff), potentially jointly funded with school districts or through school impact fees.
- ❑ School-specific community policing plans.

Options: Strengthen Department Culture & Staff Retention



- Create a **5-year strategic plan** with the department.
- Increase **retention of officers and commitment** to the City.
 - The Police Chief should create a staff retention plan, identifying options that align with officer and City interests.
 - During the BERK team’s interviews with staff, the following areas were identified for improvement:
 - Opportunities for training and professional development.
 - Connection with City of Sammamish staff.
 - Prioritization of wellbeing through physical training options such as gym memberships or classes at a nearby facility.
 - Recognition from community through a Police Foundation or police-specific events.
 - Develop a regional expertise that is unique to Sammamish PD and will draw attention and prestige to the agency.

V. Conclusion

Thank you!

- Next steps
 - Council Meeting December 4th to present draft report and recommendations
- *Reflections on proposed Guiding Values and implications presented on slide 17?*
- *Other closing questions or suggestions?*



Appendix I: KCSO Contract City Model Comparison

KCSO Contract City Model Comparison

	2017 Calls for Service	Provide House Checks?	Population	Geography (square miles)	Patrol Districts	Commissioned FTE	Command Model
Newcastle	1,825	No	11,280	4.5	1	10	Sergeant Police Chief
Woodinville	3,561	Yes	11,660	5.6	5	15	Captain Police Chief
Maple Valley	4,157	No	24,900	5.9	1	20	Captain Police Chief
Kenmore	4,253	No	22,580	6.3	5	16	Captain Police Chief
Covington	5,493	Yes	19,850	6.0	1	18	Captain Police Chief
Sammamish	6,029	Yes	62,240	18.5	3	30*	Captain Police Chief
SeaTac	13,170	No	28,850	10.2	4	46*	Major Police Chief with 1 Captain
Shoreline	16,308	No	55,060	11.7	6	52	Major Police Chief with 2 Captains
Burien	20,648	No	50,680	13.2	6	52	Major Police Chief with 1 Captain

Note: *SeaTac and Sammamish FTE from 2018 KCSO Contract, Commissioned FTE in other cities from WASPC 2017 Commissioned total.



Appendix II: Alternative Service Delivery Options Analysis

	KCSO Contract = <i>Baseline</i>	Municipal Police Department = <i>Potential Change</i>
Dedicated Police Services		
<ul style="list-style-type: none"> ▪ Chief ▪ Sergeants/ Supervision ▪ Investigations ▪ Patrol ▪ Traffic emphasis ▪ School Resource Officers ▪ Others, TBD <p><i>Both options allow flexibility in staffing: commissioned officers + limited- or non-commissioned officers for appropriate positions, including City staff for admin position</i></p>	<p>Resources Required</p> <ul style="list-style-type: none"> ▪ 30 FTE + KCSO backfill ▪ \$4.5M 	<p>Resources Required</p> <ul style="list-style-type: none"> ▪ ~52-58 FTE¹ ▪ \$5.8M - \$8.3M ² <p>Pros</p> <ul style="list-style-type: none"> ▪ Possible increased connection to community. ▪ Likely reduction in turnover; though replacing staff who leave will take more effort and time. <p>Cons</p> <ul style="list-style-type: none"> ▪ City must accept liability for employee conduct ▪ City must bring hiring and personnel processes in house ▪ Additional costs associated with increased staff count and higher cost/position for commissioned officer (though less for non-commissioned) ▪ Must create system for post-Academy Field Training and other required in-service training.

¹ Assumes continuation of 4-10 shift schedule; a Shift Relief Factor of 2.2, which is based on the current labor agreement for patrol deputies, allowing 10 holidays, 2 personal holidays, 20 vacation days, and 96 hours/year of sick time. This does not take into consideration average PTO used or bereavement, family care leave, military leave, or maternity/paternity leave; and existing levels of existing levels detectives and School Resource Officers. Low end assumes increased sergeants from 4 to 7 to ensure supervision coverage of all shifts but does not apply a shift relief factor. High end assumes a shift relief factor for sergeants.

² Assumes a low end of average pay of \$80,000 and benefits of \$35,000. For reference, places like Mercer Island, Snoqualmie, Issaquah, and Kirkland pay based on longevity and other specific qualifications, ranging from \$60k - \$95k. The high end assumes an average pay of \$143,062 (the current average pay + benefits in Sammamish).

	KCSO Contract = <i>Baseline</i>	Municipal Police Department = <i>Potential Change</i>
Additional Police Services		
Shared precinct services	Resources Required <ul style="list-style-type: none"> ▪ \$150k 	Resources Required <ul style="list-style-type: none"> ▪ N/A (see above) Pros <ul style="list-style-type: none"> ▪ In house capacity may provide customized service at all times of day to the community. Cons <ul style="list-style-type: none"> ▪ Additional capacity must be brought in house.
Dispatch	Resources Required <p>Contract includes dispatch through KCSO Communications Center</p> <ul style="list-style-type: none"> ▪ \$331k 	Resources Required <p>Contract with regional dispatch provider (KCSO, NORCOM, Issaquah)</p> <ul style="list-style-type: none"> ▪ \$300k-500k³ Pros <ul style="list-style-type: none"> ▪ Other dispatch centers may have greater knowledge of Sammamish community Cons <ul style="list-style-type: none"> ▪ Would have to set up and manage agreement with dispatch provider.
Shared special operations units, including: <ul style="list-style-type: none"> ▪ MARR ▪ Marine ▪ Major Crimes ▪ SWAT 	Resources Required <p>Pay based on actual usage.</p>	Resources Required <p>Provide some in-house or participate in regional partnerships on a contract basis</p> Pros <ul style="list-style-type: none"> ▪ Sammamish-dedicated resources if provided in-house ▪ Retention of officers with expanded opportunities Cons <ul style="list-style-type: none"> ▪ Lose economies of scale from sharing with KCSO and other contract cities ▪ Large start-up costs and training costs to maintain proficiency in seldom-used areas. K9 units and SWAT teams have expensive equipment and training requirements. Would likely incur stand-by costs (often set at 50% of the active rate) to keep internal resources available during off hours. ▪ Outsourcing specialty services with no opportunity for Sammamish police to participate could be bad for department morale and retention.

³ **Mercer Island** contracts with NORCOM for dispatch at a cost of \$632,000. Sammamish has half the call volume as Mercer Island. **North Bend** contracts with Issaquah for dispatch and records at a cost of \$495,000.

	KCSO Contract = <i>Baseline</i>	Municipal Police Department = <i>Potential Change</i>
Support and Administrative Services		
<ul style="list-style-type: none"> ▪ Human Resources ▪ Labor Relations ▪ Internal investigations ▪ Payroll and budget ▪ Legal/risk pool ▪ Information Technology ▪ Crime analysis and crime lab ▪ Property and evidence ▪ Records and Public Disclosure ▪ Training 	<p>Resources Required</p> <ul style="list-style-type: none"> ▪ \$945k in overhead 	<p>Resources Required</p> <ul style="list-style-type: none"> ▪ ~6-10 FTE ▪ ~\$ 1.1M-\$1.6M <p>Pros</p> <ul style="list-style-type: none"> ▪ More control over officers hired and ability to hire officers who want to be in Sammamish. ▪ Direct access to crime data and analysis. <p>Cons</p> <ul style="list-style-type: none"> ▪ Increased workload for City resources (e.g. HR, IT) for hiring, background, promotional and grievance procedures. These functions are different for police than other municipal services and would require developing expertise. ▪ City will need to bargain new labor contracts with one or more police labor unions depending on proposed rank structure. ▪ Need to provide specialized legal resources to answer questions about police procedure and respond to subpoenas and other police legal matters. ▪ Increased staffing will be required for internal investigations and other internal control functions. ▪ City would be required to create a Civil Service Board. ▪ City will need to provide staffing to respond to and manage records and record requests. ▪ Sammamish would need to take over the risk/liability for automobile accidents, officer conduct, L & I, etc. ▪ City will need to manage training upon graduation from the Academy, through probation, and for yearly in-service training (24 hours per officer). ▪ City will need secure facility for firearms qualifications and to develop armorer expertise.

	KCSO Contract = <i>Baseline</i>	Municipal Police Department = <i>Potential Change</i>
Capital Needs		
<ul style="list-style-type: none"> ▪ Fleet ▪ Facility ▪ Equipment 	<p>Resources Required</p> <ul style="list-style-type: none"> ▪ Vehicles cost \$400k/year⁴ 	<p>Resources Required</p> <ul style="list-style-type: none"> ▪ ~\$630k⁵ vehicle purchase cost + annual maintenance, fuel, and replacement fund costs. Could be a savings, depending on fleet replacement policies. <p>Pros</p> <ul style="list-style-type: none"> ▪ Could eliminate cost of take-home vehicle privileges now extended to all KCSO deputies <p>Cons</p> <ul style="list-style-type: none"> ▪ City would have to purchase and outfit (or contract to obtain), maintain, and replace vehicles. ▪ City would provide fuel and parking for both the police vehicles and the officer's personal vehicles if the cars are not take-home vehicles. ▪ City would incur liability for police vehicle accidents. ▪ City will need to build out area for evidence storage, including storage for hazardous items and vehicles that are in evidence. ▪ City would need to provide uniform, cell phones, 800 MHZ radio, supplies, and other equipment. Likely no cost savings vs. contract.

⁴ Per 2018 Exhibit A.

⁵ Assumes \$45,000/vehicle. Six vehicles to cover overlapping shifts for 3 patrol districts, plus one car for each supervisor (sergeant, chief) and detectives for a total of 14 vehicles.

Agenda Bill
 City Council Regular Meeting
 October 16, 2018



SUBJECT:	Roadway segment capacity and LOS analysis options.		
DATE SUBMITTED:	October 11, 2018		
DEPARTMENT:	Public Works		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Review and approve preferred method for determining roadway capacities and volume-to-capacity Level of Service standards to be included in the City's concurrency program.		
EXHIBITS:	1. Exhibit 1 - FDOT & HCM Capacities and LOS		
BUDGET:			
Total dollar amount	N/A	<input type="checkbox"/>	Approved in budget
Fund(s)	N/A	<input checked="" type="checkbox"/>	Budget reallocation required
		<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input checked="" 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		

NEEDED FROM COUNCIL:
 Review and approve preferred method for determining roadway capacities and volume-to-capacity Level of Service standards to be included in the City's concurrency program.

KEY FACTS AND INFORMATION SUMMARY:
 After much analysis and discussion, the Council affirmed their preferred concurrency policy to be an intersection-wide, volume weighted average delay approach with a Level of Service (LOS) of C for minor and collector arterials, and an LOS of D for principal arterials, with allowance for LOS E where LOS D cannot be achieved with three approach lanes per direction in February, 2018. Council unanimously approved emergency amendments to the Comprehensive Plan and updates to the affected codes that reflect this revised concurrency policy on [September 18, 2018](#), and directed staff to return in October to discuss three methods for establishing roadway LOS standards.

Staff explained the three methods which includes the 2015 Comp Plan Table T-8 (with and without the non-motorized components), the Florida Department of Transportation (FDOT), and the Highway Capacity Manual (HCM 6th Ed.). The project team also reviewed the draft capacities and draft LOS for nine road segments resulting from each method on [October 1, 2018](#), as well as presented the remaining policies requiring Council direction. It is important to note that the road characteristic adjustments to the base capacities allowed by each method's approach that were discussed at the October 1st meeting (slide 5) means that the City is limited to implementing those respective characteristics to increase a segment's/corridor's vehicular capacity. For example, since the only factors that the HCM method allows to increase a road's capacity are speed and number of lanes, those are the only options available. On the other hand, since the FDOT method includes those and other factors such as adding left turn pockets and medians, those types of improvements will increase the capacity of the road.

The policies for which Council has provided direction to date are as follows:

- Evaluate principal and minor arterials segments and corridors, as described in the draft 2017 Comp Plan,
- Calculate capacities and LOS for the above roads,
- Consider one-way direction only, and
- Calculate capacities and LOS using the FDOT and HCM methodologies.

The outstanding policies needing Council decisions are whether to add segments to the City's new LOS standard and if so, should they be grouped into corridors and evaluated on a volume-weighted average; FDOT or HCM method; and what volume-to-capacity LOS threshold standard(s) will be adopted. The 15 minute traffic counts collected in 2016 can be accessed [here](#). The first two digits of the file name correspond to the segment number in Exhibit 1. There are seven tabs in each file for each day of the week during which the counts were collected. Please be aware that the traffic volumes in Exhibit 1 are limited to 7-8AM and 4:45-5:45, Tuesday-Thursday. Staff will be available at the meeting to answer questions regarding the attached capacity and LOS results (Exhibit 1).

FINANCIAL IMPACT:

It is unknown what the financial impact is until the Council approves the scope of work needed to address their concerns.

OTHER ALTERNATIVES CONSIDERED:

None, as this implements Council's direction regarding evaluating the potential to add road segments to the City's concurrency and LOS policies.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Comprehensive Plan - Transportation Element](#)

Segment		AM Volume (7-8AM)	PM Volume (4:45-5:45PM)	Characteristics				Capacities		AM V/C		PM V/C			
				Speed Limit (mph)	# Lanes	Left Turn Lane	Median	Right Turn Lane	FDOT	HCM	FDOT	HCM	FDOT	HCM	
East Lake Sammamish Parkway North Corridor		NB								1.92	1.34	0.99	0.69		
		SB								0.56	0.39	1.96	1.37		
1	E Lk Sammamish Pkwy, City limits - 196th Ave NE ¹	NB 1,145	586	35	2					560	881	2.04	1.30	1.05	0.66
		SB 365	1,238							560	881	0.65	0.41	2.21	1.40
2	E Lk Sammamish Pkwy, 196th Ave NE - NE 26th Pl	NB 1,198	614	35	2					560	881	2.14	1.36	1.10	0.70
		SB 309	1,167							560	881	0.55	0.35	2.08	1.32
3	E Lk Sammamish Pkwy, NE 26th Pl - NE Inglewood Hill Rd	NB 1,202	623	35	2	1	1			800	881	1.58	1.36	0.82	0.71
		SB 358	1,209							800	881	0.47	0.41	1.59	1.37
East Lake Sammamish Parkway Central Corridor		NB										0.75	0.57	0.81	0.57
		SB										0.58	0.41	0.96	0.71
4	E Lk Sammamish Pkwy, Inglewood Hill Rd – Louis Thompson Rd	NB 649	529	35	2	1		1		640	881	0.85	0.74	0.70	0.60
		SB 363	759							640	881	0.48	0.41	1.00	0.86
5	E Lk Sammamish Pkwy, Louis Thompson Rd NE – SE 8th St	NB 385	454	35	2					560	881	0.69	0.44	0.81	0.51
		SB 335	546							560	881	0.60	0.38	0.98	0.62
6	E Lk Sammamish Pkwy, SE 8th St – SE 24th Way	NB 345	523	35	2					560	881	0.62	0.39	0.93	0.59
		SB 378	494							560	881	0.67	0.43	0.88	0.56
East Lake Sammamish Parkway South Corridor		NB										0.66	0.44	1.28	0.85
		SB										1.08	0.72	1.01	0.66
7	E Lk Sammamish Pkwy, SE 24th Way – 212th Ave SE	NB 331	545	35	2					560	881	0.59	0.38	0.97	0.62
		SB 450	545							560	881	0.80	0.51	0.97	0.62
8	E Lk Sammamish Pkwy, 212th Ave SE – South City Limit	NB 429	881	35	2			1		600	881	0.72	0.49	1.47	1.00
		SB 750	620							600	881	1.25	0.85	1.03	0.70
Sahalee Way–228th Avenue North Corridor		NB										1.28	1.13	0.77	0.68
		SB										0.64	0.57	1.18	1.05
9	Sahalee Way/228th Ave NE, City Limit – NE 37th Way	NB 1,256	573	45	2	1		1		704	906	1.50	1.39	0.69	0.63
		SB 471	1,102							704	906	0.56	0.52	1.32	1.22
10	Sahalee Way/228th Ave NE, NE 37th Way - NE 36th St ²	NB 1,043	547	45	2	1				660	906	1.32	1.15	0.69	0.60
		SB 474	989							660	906	0.60	0.52	1.25	1.09
11	Sahalee Way/228th Ave NE, NE 36th St - 223rd Ave NE ²	NB 1,023	531	45	2	1				660	906	1.29	1.13	0.67	0.59
		SB 457	947							660	906	0.58	0.50	1.20	1.04
12	Sahalee Way/228th Ave NE, 223rd Ave NE – NE 25th Way	NB 950	545	45	2	1				660	906	1.20	1.05	0.69	0.60
		SB 450	840							660	906	0.57	0.50	1.06	0.93
13	228th Ave, NE 25th Way – NE 12th Pl ³	NB 711	790	45	2	1				660	906	0.90	0.78	1.00	0.87
		SB 660	796							660	906	0.83	0.73	1.01	0.88
228th Avenue Central Corridor		NB										0.60	0.57	0.76	0.72
		SB										0.66	0.62	0.73	0.70
14	228th Ave, NE 12th Pl – NE 8th St/Inglewood Hill Rd	NB 727	894	35	2	1	1			800	881	0.96	0.82	1.18	1.02
		SB 807	870							800	881	1.06	0.92	1.14	0.99
15	228th Ave, NE 8th St/Inglewood Hill Rd – Main St	NB 808	1,058	35	4	1	1			1,445	1,772	0.53	0.46	0.69	0.60
		SB 1,024	1,052							1,445	1,772	0.67	0.58	0.69	0.59
16	28th Ave, Main St - SE 8th St ⁴	NB 923	1,085	40	4	1	1			1,700	1,772	0.51	0.52	0.60	0.61
		SB 820	1,148							1,700	1,772	0.46	0.46	0.64	0.65
17	228th Ave, SE 8th St – SE 10th St	NB 854	1,209	40	4	1	1			1,700	1,772	0.47	0.48	0.67	0.68
		SB 954	1,078							1,700	1,772	0.53	0.54	0.60	0.61
18	228th Ave, Se 10th St – SE 20 th St	NB 1,086	1,303	40	4	1	1			1,700	1,772	0.60	0.61	0.72	0.74
		SB 1,087	1,233							1,700	1,772	0.60	0.61	0.69	0.70
228th Avenue South Corridor		NB										0.61	0.60	0.96	0.92
		SB										0.81	0.77	0.74	0.72
19	228th Ave, SE 20th St – Issaquah Pine Lake Rd SE	NB 1,128	1,426	40	4	1	1			1,700	1,772	0.63	0.64	0.79	0.80
		SB 1,136	1,341							1,700	1,772	0.63	0.64	0.74	0.76
20	228th Ave, Issaquah Pine Lake Rd SE – SE 43rd Way	NB 454	953	40	2	1				660	881	0.57	0.52	1.20	1.08
		SB 827	565							660	881	1.04	0.94	0.71	0.64
244th Avenue North Corridor		NB										0.48	0.35	0.50	0.36
		SB										0.60	0.42	0.53	0.38
21	244th Ave NE, NE 30th Pl - NE 20th St	NB 295	293	35	2					560	881	0.53	0.33	0.52	0.33
		SB 313	320							560	881	0.56	0.35	0.57	0.36
22	244th Ave NE, NE 20th St - NE 8th St	NB 320	334	35	2					560	881	0.57	0.36	0.60	0.38
		SB 467	350							560	881	0.83	0.53	0.63	0.40
23	244th Ave NE, NE 8th St – E Main St	NB 369	306	35	2	1	1			800	881	0.49	0.42	0.40	0.35
		SB 295	375							800	881	0.39	0.33	0.49	0.43
24	244th Ave NE/SE, E Main St - SE 8th St	NB 189	342	35	2	1				600	881	0.26	0.21	0.48	0.39
		SB 371	291							600	881	0.51	0.42	0.40	0.33

Segment	AM Volume (7-8AM)	PM Volume (4:45-5:45PM)	Characteristics					Capacities		AM V/C		PM V/C			
			Speed Limit (mph)	# Lanes	Left Turn Lane	Median	Right Turn Lane	FDOT	HCM	FDOT	HCM	FDOT	HCM		
NE Inglewood Hill Road Corridor	EB									0.40	0.32	1.00	0.71		
	WB									0.97	0.68	0.49	0.38		
25 NE Inglewood Hill Rd, E Lk Sammamish Pkwy – 216th Ave	EB	180	678	35	2					560	881	0.32	0.20	1.21	0.77
	WB	681	288							560	881	1.22	0.77	0.51	0.33
26 NE Inglewood Hill Rd, 216th Ave NE – 228th Ave NE ⁴	EB	334	560	35	2	1	1			800	881	0.44	0.38	0.74	0.64
	WB	480	364							800	881	0.63	0.55	0.48	0.41
NE 8th Street Corridor	EB									0.44	0.37	0.65	0.55		
	WB									0.57	0.48	0.43	0.36		
27 NE 8 th St, 228 th Ave NE – 235 th Ave NE	EB	385	554	35	2	1	1			800	881	0.51	0.44	0.73	0.63
	WB	461	344							800	881	0.61	0.52	0.45	0.39
28 NE 8 th St, 235 th Ave NE – 244 th Ave NE	EB	228	393	35	2	1				600	881	0.32	0.26	0.55	0.45
	WB	384	288							600	881	0.53	0.44	0.40	0.33
SE 8th Street Corridor	EB									0.34	0.29	0.49	0.42		
	WB									0.77	0.66	0.38	0.33		
29 SE 8 th St, 228 th Ave SE – 244 th Ave SE	EB	257	372	30	2	1	1			800	881	0.34	0.29	0.49	0.42
	WB	585	292							800	881	0.77	0.66	0.38	0.33
Issaquah-Pine Lake Road Corridor	EB/SB									1.20	0.98	1.03	0.86		
	WB/NB									0.67	0.56	1.31	1.08		
30 Issaquah-Pine Lk Rd, 228 th Ave SE - SE 32 nd Way ⁵	EB	467	802	35	2	1	1			800	881	0.61	0.53	1.06	0.91
	WB	589	613							800	881	0.77	0.67	0.81	0.70
31 Issaquah-Pine Lk Rd, SE 32 nd Way - SE Klahanie Blvd	NB	505	747	35	2	1				600	881	0.70	0.57	1.04	0.85
	SB	610	754							600	881	0.85	0.69	1.05	0.86
32 Issaquah-Pine Lk Rd, SE Klahanie Blvd – SE 46 th St	NB	391	990	35	2	1				600	881	0.54	0.44	1.38	1.12
	SB	979	742							600	881	1.36	1.11	1.03	0.84
33 Issaquah-Pine Lk Rd, SE 46th St - SE 48th St	NB	444	1,207	35	2	1				600	881	0.62	0.50	1.68	1.37
	SB	1,078	717							600	881	1.50	1.22	1.00	0.81
SE 32nd Way/Street - Issaquah-Beaver Lake Road Corridor	EB									0.31	0.21	0.69	0.46		
	WB									0.56	0.38	0.51	0.35		
34 SE 32 nd Way, Issaquah-Pine Lk Rd – 235 th Place SE	EB	178	475	35	2		1			760	881	0.30	0.20	0.79	0.54
	WB	390	329							760	881	0.65	0.44	0.55	0.37
35 SE 32 nd Way, 235 th Place SE – 244 th Ave SE	EB	173	381	35	2					560	881	0.31	0.20	0.68	0.43
	WB	285	264							560	881	0.51	0.32	0.47	0.30
36 SE 32 nd Way, 244 th Ave SE – E Beaver Lake Dr SE	EB	216	439	35	2					560	881	0.39	0.25	0.78	0.50
	WB	364	333							560	881	0.65	0.41	0.59	0.38
37 Issaquah-Beaver Lk Rd, E Beaver Lk Dr – SE Duthie Hill Rd	EB	171	282	35	2	1				600	881	0.24	0.19	0.39	0.32
	WB	257	285							600	881	0.36	0.29	0.40	0.32
Issaquah-Fall City Road Corridor	NB/EB									0.27	0.26	0.98	0.91		
	SB/WB									1.02	0.94	0.58	0.54		
38 SE Issaquah-Fall City Rd, Issaquah-Pine Lk Rd – 245 th Pl SE ⁶	EB	532	1,271	40	4	1	1			1,700	1,772	0.30	0.30	0.71	0.72
	WB	1,186	744							1,700	1,772	0.66	0.67	0.41	0.42
39 SE Issaquah-Fall City Rd, 245th Ave SE - Klahanie Dr SE	EB	149	1,160	40	2	1				660	881	0.19	0.17	1.46	1.32
	WB	1,263	669							660	881	1.60	1.43	0.85	0.76
40 SE Issaquah-Fall City Rd, Klahanie Dr SE - SE Duthie Hill Rd	EB	237	746	40	2	1				660	881	0.30	0.27	0.94	0.85
	WB	653	488							660	881	0.82	0.74	0.62	0.55
41 SE Duthie Hill Rd, SE Issaquah-Fall City Rd – SE Issaquah-Beaver Lake Rd	NB	203	521	40	2	1				660	881	0.26	0.23	0.66	0.59
	SB	599	264							660	881	0.76	0.68	0.33	0.30
Duthie Hill Road Corridor	NB/EB									0.37	0.28	1.08	0.82		
	SB/WB									1.05	0.80	0.74	0.56		
42 SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – 266th Ave SE	NB	254	769	45	2					616	906	0.41	0.28	1.25	0.85
	SB	745	520							616	906	1.21	0.82	0.84	0.57
43 SE Duthie Hill Rd, 266th Ave SE – Trossachs Blvd SE ⁶	EB	262	713	45	2	1				660	906	0.33	0.29	0.90	0.79
	WB	696	493							660	906	0.88	0.77	0.62	0.54

Notes

Corridor V/C ratios are volume weighted

¹ A portion of this segment is 30 MPH

² PM Peak Hour in Sammamish is 4:45-5:45 PM. 15 minute segment count not available, 5-6PM used

³ A portion of this segment is 35 MPH

⁴ 2016 count was not available, 2017 count used

⁵ This segment transitions from a wider cross-section to two lanes, the narrower section was used

⁶ Segment is partially outside of Sammamish City Limits

Agenda Bill
 City Council Regular Meeting
 October 16, 2018



SUBJECT:	An Ordinance to consider the repeal of Ordinance O2018-467 which adopted a six-month moratorium on the acceptance of certain applications for land use, development and building permits or approvals.	
DATE SUBMITTED:	October 10, 2018	
DEPARTMENT:	Legal	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Consider Ordinance.	
EXHIBITS:	1. Exhibit 1 - Ordinance Repeal Development Moratorium	
BUDGET:		
Total dollar amount	<input type="checkbox"/>	Approved in budget
Fund(s)	<input type="checkbox"/>	Budget reallocation required
	<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input checked="" type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input checked="" 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 City Council repeal Ordinance O2018-467 which adopted a six-month moratorium on the acceptance of certain applications for land use, development and building permits or approvals.

KEY FACTS AND INFORMATION SUMMARY:
Summary Statement
 On September 18, 2018, the City Council completed public hearings and adopted ordinances O2018-464, O2018-465 and O2018-466 amending the Sammamish Comprehensive Plan and Sammamish Municipal Code related to traffic concurrency and traffic impacts as well as provided direction to staff to complete additional analysis on these subjects.

Additionally, the City Council completed a Public Hearing and adopted Ordinance [O2018-467](#) thereby "extending" the moratorium on the acceptance of certain applications for land use, development and building permits or approvals for an additional six-month period beyond the expiration of the preceding moratorium.

On October 2, 2018, the City Council voted to direct the City Attorney to bring an Ordinance forward on October 16, 2018 for the City Council to consider a repeal of Ordinance O2018-467, effectively to "lift" the moratorium. This Ordinance is included as Exhibit 1 to this Agenda Bill.

Background Information

A complete history from October 3, 2017 through September 11, 2018 can be found in this [Agenda Bill](#) from September 18, 2018.

Additional information regarding the development moratorium is available on the City's website [here](#).

OTHER ALTERNATIVES CONSIDERED:

Ordinance O2018-467 remains in effect until its expiration on April 3, 2019.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2018-_____**

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, REPEALING ORDINANCE NO. O2018-467, WHICH ADOPTED A SIX-MONTH MORATORIUM ON THE ACCEPTANCE OF CERTAIN APPLICATIONS FOR LAND USE, DEVELOPMENT, AND BUILDING PERMITS OR APPROVALS WITHIN THE CITY OF SAMMAMISH; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt moratoria related to land uses; and

WHEREAS, on October 3, 2017, the City Council adopted emergency Ordinance No. O2017-445, which established a six-month moratorium on the acceptance of certain applications for land use, development and building permit or approvals. The moratorium was subsequently amended by the adoption of Ordinance No. O2017-445-A and Ordinance No. O2017-445-B, and subsequently renewed and extended by the adoption of Ordinance No. O2018-458 on March 16, 2018, and the adoption of Ordinance No. O2018-467 on September 18, 2018; and

WHEREAS, the City Council has now determined that it is appropriate to repeal the moratorium on land use, development and building permit applications that was imposed, amended, and extended by the above referenced Ordinances;

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

Section 1. Moratorium Repealed. The moratorium adopted in Ordinance No. O2017-445, amended by the adoption of Ordinance Nos. O2017-445-A and O2017-445-B, and extended by Ordinance Nos. O2018-458 and O2018-467, is repealed.

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE ___ DAY OF _____, 2018.**

CITY OF SAMMAMISH

Christie Malchow

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:
First Reading:
Passed by the City Council:
Date of Publication:
Effective Date:

Agenda Bill
 City Council Regular Meeting
 October 16, 2018



SUBJECT:	An Ordinance to consider amendments related to the vesting of project proposals to former development regulations to Ordinance O2018-468 which adopted interim development regulations for a six-month period.		
DATE SUBMITTED:	October 11, 2018		
DEPARTMENT:	Legal		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Consider Ordinance.		
EXHIBITS:	1. Exhibit 1 - Ordinance Amending Interim Development Regulations		
BUDGET:			
Total dollar amount		<input type="checkbox"/> Approved in budget	
Fund(s)		<input type="checkbox"/> Budget reallocation required	
		<input type="checkbox"/> No budgetary impact	
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety		
<input checked="" type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input checked="" 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 amend Ordinance O2018-468 which adopted interim development regulations for a six-month period.

KEY FACTS AND INFORMATION SUMMARY:
Summary Statement
 On September 18, 2018, the City Council adopted Ordinance [O2018-468](#) amending the Sammamish Municipal Code, Chapters 16.15, 21A.15, 21A.25, 21A.30, 21A.35 and 21A.40 for a six-month period related to development regulations for clearing and grading, setbacks, street frontage, building height measurement, density rounding, fence height and off-street parking.

On October 2, 2018, the City Council voted to direct the City Attorney to bring forward an Ordinance on October 16, 2018 for the City Council to consider amendments to Ordinance O2018-468 related to the vesting of project proposals to former development regulations if, "...a pre-application meeting with the City had been completed to the satisfaction of the Community Development Director and/or designee on or before September 18, 2018." This Ordinance is included as Exhibit 1 to this Agenda Bill. If adopted, this Ordinance would amend Section 2 of Ordinance O2018-468 to provide this vesting to certain project proposals.

Background

During the current years long development cycle, the City Council, Planning Commission, Hearing Examiner and staff have received substantial public input and comment related to the appropriateness of new development throughout the City. In response to such, during the 2017 mid-biennial budget process, the City Council budgeted and work programmed an effort to complete a comprehensive update of subdivision and zoning regulations standards exclusive of the Town Center Sub-Area Plan boundaries commencing in 2018.

Staff has begun the process of analyzing and revising the City's subdivision and zoning regulations that govern community character and the quality of development. The first phase of this effort included an analysis of code deficiencies and identified simple solutions. Several of these solutions, responding to common public input and comment received, were implemented through the adoption of interim development regulations contained in Ordinance O2018-468. These interim development regulations provide greater ability for the City to protect resident's privacy as well as preserve and enhance neighborhood character through the permitting of development focused on the following areas:

- **Clearing and Grading:** This creates a positive change in retaining the existing character and landscape of the City. This code change requires that developers to limit grade changes with minimal alterations better preserving trees and the existing topography of the land.
- **Setbacks:** Setback designations were changed to include designation of a side and rear setback. Minimum setbacks were increased to provide greater separation between homes to better match the character of existing development, provide a useable yard space, allow for solar access, and help preserve trees.
- **Street Frontage:** This requires that all new lots created through subdivision and short subdivision be designed to include a minimum of thirty (30) feet of street frontage. Lots designed to meet this frontage requirement will better match existing community character and will provide a better connection for each new home to receive services from a public street reducing conflicts with neighbors.
- **Building Height Measurement:** The method of measurement of building height was changed to use the existing grade of the site instead of the finished grade. A restriction on the height of a façade wall was also added to limit the size of an exterior wall. These changes will result in development that better matched the character of and is more appropriately scaled as compared to existing development.
- **Density Rounding:** This code change requires developers to round down to the nearest whole number when permitted number of units (density calculation) result in a fraction. This change better reflects actual allowed density (R-Zone) as compared to the past practice of rounding up allowing a higher density than the actual designated R-Zone.

- **Fence Height:** This change increases the height allowance for rear and side yard fences for building permit approved fences above six (6) feet and up to eight (8) feet to provide more privacy. Fence height allowances are also reduced in the front yard within the street setback area to improve line-of-sight safety and connections between neighbors.
- **Off-Street Parking:** A requirement that new development (subdivision and short subdivision) provide the equivalent of one (1) on-street parking space for each home being built in the development will require that adequate parking supply is provided within new developments.

Next Steps

Independent of any action the City Council may take on October 16, 2018 related to the vesting of project proposals to former development regulations, Ordinance O2018-468 established a Public Hearing date of November 6, 2018 for the City Council to consider testimony on the interim development regulations.

OTHER ALTERNATIVES CONSIDERED:

Ordinance O2018-468 remains in effect as adopted on September 18, 2018 until at least the Public Hearing scheduled for November 6, 2018.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2018-**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING SECTION 2 OF ORDINANCE
NO. O2018-468 RELATING TO INTERIM DEVELOPMENT
REGULATIONS REGARDING THE DESIGN AND
CONSTRUCTION OF SHORT PLATS AND SUBDIVISIONS
AS AUTHORIZED BY THE GROWTH MANAGEMENT ACT;
PROVIDING FOR SEVERABILITY; AND DECLARING AN
EMERGENCY**

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, to promote public health, safety, aesthetics, and welfare, the City of Sammamish ("City") provides development regulations for the design and construction of new subdivisions and short plats; and

WHEREAS, on September 18, 2018, the City Council adopted Ordinance No. O2018-468, which adopted pursuant to RCW 36.70A.390 certain interim development regulations regarding the design and construction of short plats and subdivisions; and

WHEREAS, the City desires to amend Ordinance No. O2018-468 to provide that the interim development regulations adopted therein are inapplicable not only to applications for project permits and approvals for properties outside of the Town Center zoning districts that had vested on or before September 18, 2018, but also to those projects for which a pre-application meeting with the City had been completed to the satisfaction of the Community Development Director and/or designee on or before September 18, 2018;

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

Section 1. Ordinance No. O2018-468, Section 2, Amended. Section 2 of Ordinance No. O2018-468, adopted on September 18, 2018, is hereby amended to read as follows:

Section 2. Adoption of Interim Zoning Regulations. The City Council hereby adopts the interim development regulations as set forth in Attachment A to this Ordinance amending Chapters 16.15, 21A.15, 21A.25, 21A.30, 21A.35, and 21A.40 SMC; provided, however, that these interim development regulations are inapplicable to applications for project permits and approvals for

properties outside of the Town Center zoning districts that had vested on or before September 18, 2018, and also to those projects for which a pre-application meeting with the City had been completed to the satisfaction of the Community Development Director and/or designee on or before September 18, 2018.

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

Section 3. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the “WHEREAS” clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF OCTOBER, 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:
First Reading:
Passed by the City Council:
Date of Publication:
Effective Date:

Agenda Bill
 City Council Regular Meeting
 October 16, 2018



SUBJECT:	Ordinance Approving a Fiber Optic service non-exclusive franchise agreement between the City of Sammamish and MCI Metro Access Transmission Service Corp (Verizon D/B/A Verizon Access Transmission Services).	
DATE SUBMITTED:	October 07, 2018	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Adopt the ordinance to establish a non-exclusive franchise agreement with MCI Metro Access Transmission Service Corp (Verizon D/B/A Verizon Access Transmission Services).	
EXHIBITS:	1. Exhibit 1- MCI VERIZON Franchise Ordinance	
BUDGET:		
Total dollar amount	<input type="checkbox"/>	Approved in budget
Fund(s)	<input type="checkbox"/>	Budget reallocation required
	<input checked="" type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input checked="" type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" 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 the Council adopt the ordinance to establish a non-exclusive franchise agreement with MCI Metro Access Transmission Service Corp (Verizon D/B/A Verizon Access Transmission Services)?

KEY FACTS AND INFORMATION SUMMARY:
 This ordinance establishes a non-exclusive franchise agreement with MCI Metro Access Transmission Service Corp (Verizon D/B/A Verizon Access Transmission Services) for a fiber-optic telecommunications system. Franchise agreements are powerful tools in managing the occupants within our public right of ways (ROW). These agreements outline the rules, rights, and fees associated

with using public property for private purpose. By definition, franchise agreements are applicable for those rights of way occupants that provide services to the local community. Franchise agreements are important as they clearly define what a franchise can and cannot do within the City's ROW. Staff recommends that the Council adopt the Ordinance for the agreement entering into a franchise agreement with MCI Metro Access Transmission Service Corp.

Background

City staff and City attorneys have been working diligently with MCI Metro Access Transmission Service Corp on a new, non-exclusive franchise agreement for a telecommunications system. The City does not currently have a franchise agreement with MCI Metro Access Transmission Service Corp.

A "Franchise Agreement" is adopted via an ordinance and grants a service provider general permission to enter, use, and occupy all or parts of the public rights-of-way (Streets, alleys, bridges, etc.) of the City for the purpose of construction, installing, maintaining, and operation it's facilities and equipment.

FINANCIAL IMPACT:

There is no financial impact to the City.

OTHER ALTERNATIVES CONSIDERED:

Council may choose not to adopt the ordinance establishing a franchise agreement, limiting the services that may be provided within the City right-of-way.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[City of Sammamish Comprehensive Plan- Utilities](#)

GOAL UT.1: Ensure development and the maintenance of all utilities at levels of service adequate to accommodate existing and projected growth.

- Policy UT1.2- Utilize franchise agreements with private utility providers and inter-local agreements with public utility providers as a means to protect and advance adopted City goals and policies.

CITY OF SAMMAMISH, WASHINGTON

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A NONEXCLUSIVE FRANCHISE TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, AND OPERATE A TELECOMMUNICATIONS SYSTEM WITHIN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, MCImetro Access Transmission Services Corp., a Delaware corporation, d/b/a Verizon Access Transmission Services (“Franchisee”), has applied to the City to construct, install, maintain, repair, and operate a fiber optic-based telecommunications system within the public rights-of-way of the City; and

WHEREAS, Franchisee represents that it has the legal, technical, and financial qualifications to operate in the rights-of-way of the City as a wireline telephone business and a telecommunications company within the meaning of Title 80 RCW; and

WHEREAS, based on representations and information provided by Franchisee, and in response to its request for the grant of a franchise, the City Council has determined that the grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, are consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant such a nonexclusive franchises within the boundaries of the City;

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

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ARTICLE 1. DEFINITIONS.

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations where capitalized have the meanings given herein. Words not defined herein have the meaning given in Title 14 of the Sammamish Municipal Code. Words not defined herein or in Title 14 of the Sammamish Municipal Code, have the meaning given pursuant to such federal or state statutes, rules, or regulations that apply to and regulate the services provided by the Franchisee. Words not otherwise defined have their common and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation, or rule referred to herein are renumbered, then the reference is intended to refer to the renumbered provision.

“Affiliate” when used in connection with Franchisee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Franchisee.

“City” means the City of Sammamish, a municipal corporation organized as a non-charter code city, operating under the laws of the state of Washington.

“Construct” means to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, remove, or support.

“Default” means any failure of a Party to keep, observe, or perform any of its duties or obligations under this Franchise.

“Design Document(s)” means the plans and specifications for the Construction of the Facilities meeting the minimum applicable general plan submittal requirements for engineering services plan review as set forth in the City’s Design Standards manual, illustrating and describing the refinement of the design of the Telecommunications System Facilities to be Constructed, establishing the scope, relationship, forms, size and appearance of the Facilities by means of plans, sections and elevations, typical construction details, location, alignment, materials, and equipment layouts. The Design Documents include specifications that identify utilities, major material and systems, Public Right-of-Way improvements, restoration and repair, and establish in general their quality levels.

“Direct Costs” means all costs and expenses incurred by the City that are directly related to a particular activity or activities, including by way of example:

- i. All costs and expenses of materials, equipment, supplies, utilities, consumables, goods, and other items used or incorporated in connection with and in furtherance of such activity or activities, and any taxes, insurance, and interest expenses related thereto, including costs for crews and equipment;
- ii. All costs and expenses of labor inclusive of payroll benefits, non-productive time, and overhead for each of the labor classifications of the employees

performing work for the activity and determined in accordance with the City's ordinary governmental accounting procedures; and

iii. All costs and expenses to the City for any work by consultants or contractors to the extent performing work for a particular activity or activities including, by way of example and not limitation, engineering and legal services.

“Dispute” means a question or controversy that arises between the Parties concerning the observance, performance, interpretation, or implementation of any of the terms, provisions, or conditions contained in this Franchise or the rights or obligations of either Party under this Franchise.

“Effective Date” is defined at Section 4.3 herein.

“Emergency” means a sudden condition or set of circumstances that, (a) significantly disrupts or interrupts the operation of Facilities in the Public Rights-of-Way and Franchisee's ability to continue to provide services if immediate action is not taken, or (b) presents an imminent threat of harm to persons or property if immediate action is not taken.

“Environmental Law(s)” means any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health or the environment, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

“Facility” or “Facilities” means any part or all of the facilities, equipment, and appurtenances of Franchisee whether underground or overhead and located within the Public Rights-of-Way as part of the Franchisee's Telecommunications System, including but not limited to conduit, case, pipe, line, fiber, cabling, equipment, equipment cabinets and shelters, vaults, generators, conductors, poles, carriers, drains, vents, guy wires, encasements, sleeves, valves, wires, supports, foundations, anchors, transmitters, receivers, antennas, and signage.

“Franchise” means the grant, once accepted, giving general permission to the Franchisee to enter into and upon the Public Rights-of-Way to use and occupy the same for the purposes authorized in this Franchise Ordinance, all pursuant and subject to the terms and conditions as set forth herein.

“Franchisee” means MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.

“Franchise Area” means collectively or individually the Public Rights-of-Way located within the area described in Exhibit “C”.

“Franchise Ordinance” means this ordinance authorizing the Franchise.

“Hazardous Substance” means those substances which have been recognized as dangerous or potentially dangerous to health, welfare, or to the environment by any federal, municipal, state, City, or other governmental or quasi-governmental authority, and/or any department or agency thereof; those substances which use, or have as its component thereof or therein, asbestos or lead-based paint; and petroleum oil and any of its fractions; and as the term has been defined, listed, or regulated under any Environmental Law.

“Law(s)” means all present and future applicable laws, ordinances, rules, regulations, resolutions, environmental standards, orders, decrees, and requirements of all federal, state, and local governments, the departments, bureaus or commissions thereof, or other governmental authorities, including the City acting in its governmental capacity. References to Laws shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances, and regulations now in force or hereinafter enacted or amended.

“Noticed Party” means the Party in receipt of notice that it is in Default.

“Person” means any individual, corporation, partnership, association, joint-stock-company, limited liability company, political subdivision, public corporation, taxing districts, trust, or any other legal entity, but not the City or any Person under contract with the City to perform work in the Public Rights-of-Way.

“Party(ies)” means either the City or the Franchisee or both.

“Private telecommunications system” means a telecommunications system controlled by a person or entity for the sole and exclusive use of such person, entity, or affiliate thereof, including the provision of private shared telecommunications services by such person or entity. “Private telecommunications system” does not include a system offered for hire, sale, or resale to the general public.

“Public Rights-of-Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, or other public right-of-way, including any easement now or hereafter held by the City, within the corporate boundaries of the City as now or hereafter constituted for the purpose of public travel, and over which the City has authority to grant permits, licenses, or franchises for use thereof, or has regulatory authority over. “Public Rights-of-Way” excludes railroad rights-of-way, airports, harbor areas, buildings, parks, poles, conduits, and such similar facilities or property owned, maintained, or leased by the City in its proprietary capacity or as an operator of a utility.

“Public Works Director” means the Public Works Director for the City or his or her designee or such officer or person who has been assigned the duties of public works director or his or her designee.

“Regulatory Permit” means a permit issued under the regulatory authority of the City that provides specific requirements and conditions for Work to Construct Facilities

within the Public Rights-of-Way and includes, by way of example and not limitation, a construction permit, building permit, street excavation permit, barricade permit, and clearing and grading permit.

“Remedy”, “Remediate”, and “Remedial Action” have the same meaning as they are given under the Model Toxics Control Act (Chapter 70.105D RCW) and its implementing regulations at Chapter 173-340 WAC.

“Service” means the service or services authorized to be provided by the Franchisee under the terms and conditions of this Franchise.

“Telecommunications Service” means the electronic transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points. Telecommunications Service includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as voice over internet protocol services or is classified by the federal communications commission as enhanced or value added. Telecommunications Service excludes provision of broadcast television, cable service as defined in 47 U.S.C. Sec. 522(6) and commercial mobile radio service as defined in section 20.3, Title 47 C.F.R.

“Transfer” means any transaction in which all or a portion of the Telecommunications System is sold, leased, or assigned (except a sale or transfer that results in removal of a particular portion of the Telecommunications System from the Public Rights-of-Way); or the rights and/or obligations held by the Franchisee under the Franchise are transferred, sold, assigned, or leased, in whole or in part, directly or indirectly, to another Person. A transfer of control of an operator is not a Transfer as long as the same person continues to hold the Franchise both before and after the transfer of control.

“Telecommunications System” means collectively the Facilities that together with other facilities, appurtenances, and equipment of Franchisee or other Persons are used to provide Telecommunications Services.

“Work” means any and all activities of the Franchisee, or its officers, directors, employees, agents, contractors, subcontractors, volunteers, invitees, or licensees, within the Public Rights-of-Way to Construct the Facilities.

ARTICLE 2. FRANCHISE GRANT.

2.1 Public Right-of-Way Use Authorized. Subject to the terms and conditions of this Franchise, the City hereby grants to Franchisee a nonexclusive Franchise authorizing the Franchisee to Construct, maintain, repair, and operate Facilities in, along, among, upon, across, above, over, and under the Public Rights-of-Ways located within the Franchise Area.

2.2 Authorized Services. Franchisee may use the Public Rights-of-Way to Construct, maintain, repair and operate its Facilities as part of its Telecommunications System to provide Telecommunications Services. This authorization is limited and is not intended nor may it be construed as granting Franchisee or any other Person the right, duty, or privilege to use its Facilities or the Public Rights-of-Way to provide Services not specifically authorized herein. This Franchise does not prevent the City from lawfully imposing additional conditions, including additional compensation conditions, if authorized by applicable law for use of the Public Rights-of-Way, should Franchisee provide Service other than Service specifically authorized herein. However, this Franchise shall not be read as a concession by the Franchisee that it needs authorization to provide any services not otherwise authorized herein. Notwithstanding the foregoing, this Franchise does not authorize Franchisee to provide cable service as defined in 47 U.S.C. Sec. 522(6). Franchisee understands and acknowledges that a separate franchise, or amendment to this Franchise, is required for the provision of cable service.

2.3 No Rights by Implication. No rights pass to the Franchisee by implication. Without limiting the foregoing and by way of example, this Franchise does not include or substitute for:

2.3.1 Any other authorization required for the privilege of transacting and carrying on a business within the City that may be lawfully required by the Laws of the City;

2.3.2 Any Regulatory Permit required by the City for Public Rights-of-Way users in connection with operations on or in Public Rights-of-Way or public property; or

2.3.3 Any licenses, leases, easements, or other agreements for occupying any other property or infrastructure of the City or other Persons to which access is not specifically granted by this Franchise including, without limitation, agreements for placing devices on poles, light standards, in conduits, in vaults, in or on pipelines, or in or on other structures or public buildings.

2.3.4 Any permits or other authorizations that may be required under the land use code and development regulations of the City for the construction of Facilities within a particular zoning district in the City, including by way of example and not limitation, a conditional use permit or a variance.

2.4 Interest in the Public Right-of-Way/Release/Indemnity. This Franchise does not convey title, equitable or legal, in the Public Rights-of-Way. This Franchise shall not be deemed to grant more than those rights which the City has the undisputed right and power to give. The grant given herein does not confer rights other than as expressly provided in the grant and is subject to the limitations in applicable Law. Such right may not be subdivided or subleased to a person other than the Franchisee except as set forth in Section 2.8 below.

CITY DOES NOT WARRANT ITS TITLE OR PROPERTY INTEREST IN OR TO ANY FRANCHISE AREA NOR UNDERTAKE TO DEFEND FRANCHISEE IN

THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

Franchisee hereby releases City from any and all liability, cost, loss, damage or expense in connection with any claims that City lacked sufficient legal title or other authority to convey the rights described herein. If Franchisee or Franchisee's contractors are evicted by anyone owning or claiming title to, or any interest in the Franchise Area, City is not liable to Franchisee or Franchisee's contractors for any costs, losses, or damages of any Party.

2.5 Rights Subordinate. Franchisee further acknowledges that Franchisee's rights under this Franchise to Construct Facilities in the Franchise Area, are subject and subordinate to all outstanding rights and encumbrances on the City's Public Rights-of-Way.

2.6 Condition of Franchise Area. Franchisee has inspected or will inspect the Franchise Area described on the attached Exhibit C, and enters upon each such Franchise Area with knowledge of its physical condition and the danger inherent in operations conducted in, on, or near any Franchise Area. Franchisee acknowledges that Hazardous Substances or other adverse matters may affect the Franchise Area that were not revealed by Franchisee's inspection.

CITY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF THE FRANCHISE AREA, INCLUDING THE ENVIRONMENTAL CONDITION OF THE FRANCHISE AREA, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PUBLIC RIGHT-OF-WAY, OR THE CONFORMITY OF ANY PART OF THE PUBLIC RIGHT-OF-WAY TO ITS INTENDED USES. CITY IS NOT RESPONSIBLE TO FRANCHISEE OR ANY OF FRANCHISEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PART OF THE PUBLIC RIGHT-OF-WAY PRESENT ON OR CONSTITUTING ANY FRANCHISE AREA, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES, EXCEPT TO THE EXTENT ANY DAMAGES RELATING TO THE CONDITION, QUALITY, OR SAFETY OF ANY PART OF THE PUBLIC RIGHT-OF-WAY ARISE FROM THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2.7 Franchise Nonexclusive. This Franchise IS nonexclusive. Subject to the terms and conditions herein, the City may at any time grant authorization to others to use the Public Rights-of-Way for any lawful purpose on terms and conditions that are competitively neutral and nondiscriminatory among similarly situated franchisees. No other Person holding a valid franchise has superior rights to Franchisee to use and occupy the space within the Public Right-of-Way lawfully occupied by Franchisee Facilities, except as provided pursuant to Section 7.8 (Facility Relocation) hereof.

2.8 Transfer. Franchisee may Transfer this Franchise after prior written notice to the City and Transferee's written commitment, in substantially the form of the agreement attached hereto as Exhibit "B", delivered to the City, that transferee(s) will thereafter be responsible for all obligations of Franchisee with respect to the Franchise and guaranteeing performance under the terms and conditions of the Franchise and that transferees will be bound by all the conditions of the Franchise and will assume all the obligations of its predecessor. Such a Transfer shall relieve the Franchisee of any further obligations under the Franchise, including any obligations not fulfilled by Franchisee's Transferee; but the Transfer shall not in any respect relieve the Franchisee, or any of its successors in interest, of responsibility for acts or omissions, known or unknown, or the consequences thereof, which acts or omissions occur prior to the time of the Transfer. This Franchise may not be transferred without filing or establishing with the City the insurance certificates, security fund, and performance bond as required pursuant to this Franchise and paying all Direct Costs to the City related to the Transfer.

Notwithstanding the foregoing, notice to the City is not required for a mortgage, hypothecation, or an assignment of Franchisee's interest in the Franchise in order to secure indebtedness.

Franchisee may, without the prior written notice to or consent of the City: (i) lease the Telecommunications System, or any portion thereof, to another Person; (ii) grant an Indefeasible Right of User Interest in the Telecommunications System, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Telecommunications System to another Person; provided that, Franchisee at all times retains exclusive ownership of and authority to determine whether any affiliate or third party may attach equipment to its Telecommunications System and remains responsible for Constructing its Facilities pursuant to the terms and conditions of this Franchise, and provided further that, Franchisee may grant no rights to any such Person that are greater than any rights Franchisee has pursuant to this Franchise; such Persons shall not be construed to be a third-party beneficiary hereunder; and, no such Person may use the Telecommunications System for any purpose not authorized herein.

2.9 Street Vacation. If any Public Right-of-Way or portion thereof used by Franchisee is to be vacated during the term of this Franchise, unless as a condition of such vacation the Franchisee is granted the right to continue to occupy the vacated Public Right-of-Way, Franchisee shall, without delay or expense to City, remove its Facilities from such Public Right-of-Way, and restore, repair, or reconstruct the Public Right-of-Way where such removal has occurred, and place the Public Right-of-Way in such condition as it existed prior to Franchisee's removal of its Facilities. Nothing herein is intended to operate as a waiver of Franchisee's right or entitlement under state law or City ordinance to receive notice of or to object to vacation of the Public Right-of-Way occupied by Franchisee Facilities.

2.10 Reservation of City Use of Public Right-of-Way. Nothing in this Franchise prevents the City from constructing sanitary or storm sewers; grading, changing grade, paving, repairing, widening or otherwise altering any Public Right-of-Way; laying down, repairing or removing water mains; or installing conduit or fiber optic cable.

ARTICLE 3. COMPLIANCE WITH LAWS/ORDER OF PRECEDENCE.

3.1 Alteration of Material Terms and Conditions. Subject to federal and State preemption, the material rights, benefits, obligations or duties as specified in this Franchise may not be unilaterally altered or impaired by the City through subsequent amendments to, or enactment of, any ordinance, regulation, resolution, or other enactment of the City. Notwithstanding the foregoing, the City specifically reserves its right to make and enforce those laws that are within the lawful exercise of the City's police power.

3.2 Compliance with Laws. Except as provided herein pursuant to Section 3.1, the Franchisee agrees to comply with all applicable Laws as now or hereafter in effect, and any lawful orders from regulatory agencies or courts with jurisdiction over Franchisee and its Facilities, or over the City and the Public Rights-of-Way.

3.3 Reservation of Rights/Wavier. The City expressly reserves all of its rights, authority, and control arising from any relevant provisions of federal, State, or local Laws granting the City rights, authority, or control over the Public Rights-of-way or the activities of the Franchisee.

3.4 Change in Form of Government. Any change in the form of government of the City shall not affect the validity of this Franchise. Any governmental unit succeeding the City shall, without the consent of Franchisee, succeed to all of the rights and obligations of the City provided in this Franchise.

ARTICLE 4. ACCEPTANCE.

4.1 Acceptance. Within thirty (30) days after the passage and approval of this Franchise by the City Council, Franchisee must accept this Franchise by filing with the City Clerk during regular business hours, or to the City Attorney, three originals of this Franchise with its original signed and notarized written acceptance of all of the terms, provisions, and conditions of this Franchise in conformance with Exhibit "A", together with the following items, or else this Franchise is void:

4.1.1 Payment in readily available funds of the administrative costs for issuance of the Franchise in conformance with the requirements of Section 5.6 herein.

4.1.2 Submission of proof of financial security in accordance with Section 5.3 herein.

4.1.3 Submission of an insurance certificate in accordance with Section 5.2 herein.

4.1.4 Payment of the costs of publication of this Franchise Ordinance in conformance with the requirements of Section 8.18 herein.

In the event that the thirtieth day falls on a Saturday, Sunday or legal holiday during which the City is closed for business, the filing date shall fall on the last business day before such Saturday, Sunday or legal holiday.

4.2 Failure to Timely File Acceptance. Franchisee's failure to timely file its written acceptance will be deemed a rejection by Franchisee, and this Franchise will then be void.

4.3 Effective Date; Term.

4.3.1 Effective Date. Except as provided pursuant to Section 4.2 of this Franchise, this Ordinance and Franchise take effect at 12:01 a.m. on the day following Franchisee's acceptance under Section 4.1, or on the sixth day after the City Council's adoption of this Franchise Ordinance, whichever occurs later ("Effective Date").

4.3.2 Term. The Term of this Franchise is ten (10) years from the Effective Date, unless sooner terminated, revoked, or rendered void. No more than one hundred eighty (180) days prior to expiration, the Parties may mutually agree in writing to extend the term of this Franchise for an additional five (5) year term upon the same terms and conditions as provided herein. The City Manager is authorized to execute such an extension on behalf of the City without further action or approval by the City Council.

4.4 Effect of Acceptance. By accepting the Franchise the Franchisee:

4.4.1 Accepts and agrees to comply with and abide by all of the lawful terms and conditions of this Franchise;

4.4.2 Acknowledges and agrees that it has carefully read the terms and conditions of this Franchise; it unconditionally accepts all of the terms and conditions of this Franchise; it unconditionally agrees to abide by the same; it has relied upon its own investigation of all relevant facts; it has had the assistance of counsel; it was not induced to accept a Franchise; and this Franchise represents the entire agreement between the Franchisee and the City;

4.4.3 Warrants that Franchisee has full right and authority to enter into and accept this Franchise in accordance with the terms hereof, and by entering into or performing this Franchise, Franchisee is not in violation of its charter or by-laws, or any law, regulation, or agreement by which it is bound or to which it is subject; and

4.4.4 Warrants that Franchisee has full right and authority to enter into and accept this Franchise in accordance with the terms hereof, that the signatories for Franchisee hereto are authorized to sign the Franchise acceptance, and that the joinder or consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Franchise.

4.5 Effect of Expiration/Termination. Upon expiration, revocation or termination of the Franchise without renewal or other authorization, Franchisee will no longer be authorized to operate the Facilities within the Franchise Area and shall, to the extent it may lawfully do so, cease operation of the Facilities. Forthwith thereafter, except as provided in this Section, or as otherwise provided by ordinance, Franchisee shall: (1) remove its Facilities from the Public Rights-of-Ways and restore the Public Right-of-Way in accordance with Section 7.12.1 (Restoration of Public Rights-of-Way) hereof; (2) sell its Facilities to another entity authorized to operate Facilities within the Franchise Area (which may include the City) in accordance with the transfer provisions under Section 2.8; or (3) abandon any Facilities in place in the Public Rights-of-Way in accordance with Section 7.14 (Abandonment of Facilities) hereof.

ARTICLE 5. PROTECTION OF THE CITY AND PUBLIC.

5.1 Limitation of Liability.

5.1.1 INDEMNITY/RELEASE/DEFENSE. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE RELEASES, INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS THE CITY AND THE CITY'S SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS (ELECTED OR APPOINTED), EMPLOYEES, VOLUNTEERS, AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM, AND AGAINST ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES, AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

5.1.1.1 FRANCHISEE'S OCCUPATION AND USE OF THE PUBLIC RIGHT-OF-WAY;

5.1.1.2 FRANCHISEE'S OPERATION OF THE TELECOMMUNICATIONS SYSTEM;

5.1.1.3 ENVIRONMENTAL CONTAMINATION OF THE PUBLIC RIGHTS-OF-WAY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY FRANCHISEE OR ITS CONTRACTORS, SUBCONTRACTORS, OR AGENTS (BUT ONLY TO THE EXTENT OF SUCH AGGRAVATION OR CONTRIBUTION); AND

5.1.1.4 ANY ACT OR OMISSION OF FRANCHISEE OR FRANCHISEE'S CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS, OFFICERS, OR EMPLOYEES IN CONNECTION WITH WORK IN THE PUBLIC RIGHTS-OF-WAY.

THE ONLY LIABILITIES WITH RESPECT TO WHICH FRANCHISEE'S OBLIGATION TO RELEASE AND INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF AN INDEMNITEE OR FOR LIABILITIES THAT BY LAW THE INDEMNITEES CANNOT BE INDEMNIFIED FOR.

This covenant of indemnification includes, but is not limited to, Liabilities arising (1) as a result of the negligent acts or omissions of Franchisee, its agents, servants, officers, or employees in barricading, instituting trench safety systems, or providing warnings of any excavation, construction, or work in any public Rights-of-Way or other public place in performance of work or services Permitted under this Franchise; and (2) solely by virtue of the City's ownership or control of the Public Rights-of-Way or other public properties occupied or used by Franchisee.

The fact that Franchisee carries out any activities under this Franchise through independent contractors is not a defense to Franchisee's duties of defense and indemnification under this Section 5.1.

5.1.2 Tender of Defense. Upon written notice from the City, Franchisee agrees to assume the defense of any lawsuit, claim, or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Franchise for which Franchisee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Franchisee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments. Further, said indemnification obligations shall extend to claims that are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend and may participate in the defense of a claim and, in any event, Franchisee may not agree to any settlement of claims financially affecting the City without the City's prior written approval which shall not be unreasonably withheld. If separate representation to fully protect the interests of both Parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, Franchisee shall select additional counsel with no conflict with the City. Franchisee's indemnification obligations do not apply to any lawsuit, claim, or proceeding, including any settlement or compromise of a claim that is not reduced to a suit, if the City fails to provide timely notice to Franchisee and the delay in providing notice causes prejudice to Franchisee, or if City enters into a settlement or compromise, or consents to entry of judgment, without Franchisee's prior written consent.

5.1.3 Refusal to Accept Tender. If Franchisee refuses the tender of defense in any suit or claim, the tender having been made pursuant to the indemnification clauses contained herein, and the refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the Parties agree to decide the matter) to have been a wrongful refusal on the part of Franchisee, then Franchisee shall pay all of the City's

costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

5.1.4 Title 51 Waiver. THE FRANCHISEE WAIVES IMMUNITY UNDER RCW TITLE 51 AND AFFIRMS THAT THE CITY AND THE FRANCHISEE HAVE SPECIFICALLY NEGOTIATED THIS PROVISION, AS REQUIRED BY RCW 4.24.115, TO THE EXTENT IT MAY APPLY.

5.1.5 Inspection. Inspection or acceptance by the City of any Work performed by Franchisee at the time of completion of construction is not grounds for avoidance of any of these covenants of indemnification.

5.2 Insurance Requirements. See Attached Exhibit "D".

5.3 Financial Security. See Attached Exhibit "E".

5.4 Contractors/Subcontractors. Franchisee contractors and subcontractors performing Work in the Public Rights-of-Way shall comply with such bond, indemnity, and insurance requirements as may be required by City code or regulations, or other applicable Law. If no such requirements are set forth in the City code or regulations, the Franchisee contractors and subcontractors shall comply with the requirements set forth in attached Exhibit "F".

5.5 Liens. In the event that any City property becomes subject to any claims for mechanics', artisans', or materialmen's liens, or other encumbrances chargeable to or through Franchisee which Franchisee does not contest in good faith, Franchisee shall promptly, and in any event within 30 days from receipt of written notice of such lien, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit, or other means), without cost to the City, and shall indemnify the City against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Franchisee after first giving Franchisee five business days' advance notice of its intention to do so. Nothing herein precludes Franchisee's or the City's contest of a claim for lien or other encumbrance chargeable to or through Franchisee or the City, or of a contract or action upon which the same arose.

5.6 Financial Conditions.

5.6.1 Franchise Fees. During the term of this Franchise, should federal and/or state Law change or the statutory prohibition or limitation upon assessment of Franchise fees be invalidated, amended, or modified allowing revenues derived by Franchisee from any Services provided by Franchisee using the Franchise Area to be subject to a Franchise fee or other fee in lieu of a Franchise fee that was otherwise prohibited or limited on the Effective Date, the City and Franchisee shall in good faith endeavor to negotiate a reasonable Franchise fee or other fee or other consideration in lieu

of a Franchise fee, consistent with federal and/or state Law. The fee or other consideration shall be comparable to Franchise or similar fees received by the City, or other cities of comparable population or assessed property value, for other similar uses of the Public Rights-of-Way by similar users.

5.6.2 Reimbursement of Direct Costs of Application, Negotiation, Amendment, Administration, and Renewal. In addition to an initial application fee of \$5,000, Franchisee shall reimburse the City for all other Direct Costs of the City relating to the negotiation, amendment (if requested by or for the benefit of the Franchisee), and administration of this Franchise; but Franchisee's annual reimbursement of Direct Costs shall not exceed \$3,000 in any calendar year of the initial ten (10) year term of this Franchise. In the event of renewal, the Parties shall renegotiate the annual reimbursement cap on the City's Direct Costs.

5.6.3 Reimbursement of Direct Costs of Design Review and Inspection. City approvals and inspections, as provided for in this Franchise, are for the sole purpose of protecting the City's rights as the owner or manager of the road Public Rights-of-Way and are separate and distinct from the approvals and inspections and fees that may be required pursuant to a Regulatory Permit. Therefore, Franchisee shall reimburse to the City, its Direct Costs of approvals and inspections, to the extent that such Direct Costs are not included in the costs for issuance of and compliance with a Regulatory Permit. Approvals and inspection include, by way of example and not limitation, review of design documents and inspection for compliance with Standards and Design Document submittal.

5.6.4 Franchisee Responsibility for Costs. Except as expressly provided otherwise in this Franchise, any act that Franchisee or its contractors or subcontractors are required to perform under this Franchise shall be performed at their sole cost and expense.

5.6.5 Franchisee Work Performed by the City. Any work performed by the City that Franchisee has failed to perform as required pursuant to this Franchise and which is performed by the City in accordance with the terms of this Franchise, shall be performed at the cost and expense of the Franchisee. Franchisee shall pay the Direct Costs to the City for performing such work.

5.6.6 Costs to be Borne by Franchisee. Franchisee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, contemporaneous with its acceptance of this Franchise.

5.6.7 Taxes and Fees. Nothing contained in this Franchise Agreement exempts Franchisee from Franchisee's obligation to pay any utility tax, business tax, or ad valorem property tax, now or hereafter levied, as authorized by applicable laws, against real or personal property within the City, or against any local improvement assessment imposed on Franchisee. Any fees, charges, and/or fines provided for in the City Municipal Code and consistent with applicable laws or any other City ordinance, whether pecuniary or in-kind, are separate from, and additional to, any and all federal, state, local, and City taxes as may be levied, imposed, or due from Franchisee.

5.6.8 Itemized Invoice. Upon request and as a condition of payment by the Franchisee of Direct Costs payable by Franchisee under this Franchise, City shall submit an itemized billing so as to specifically identify the Direct Costs incurred by the City for each project for which the City claims reimbursement.

5.6.9 Time for Payment. All non-contested amounts owing shall be due and paid within sixty (60) days of receipt of invoice, or itemized invoice if requested; provided that, in the event that an itemized invoice is not provided at the time of receipt of invoice and the City receives a request from Franchisee for an itemized invoice within thirty (30) days of receipt of invoice, such amounts shall be due and paid within sixty (60) days of receipt of the itemized invoice.

5.6.10 Overdue Payments. Any amounts payable under this Franchise by Franchisee which are not paid upon the due date thereof shall bear interest at the lower of (x) the maximum interest rate allowed by law, and (y) a rate of twelve (12%) percent per annum.

5.6.11 Contesting charges. Franchisee may contest all or parts of amounts owed within sixty (60) days of receipt of any invoice. The City will investigate Franchisee's contest and will make appropriate adjustments to the invoice, if necessary, and resubmit the invoice to Franchisee. Franchisee shall pay any amounts owing as itemized in the resubmitted invoice which amounts shall be due within thirty (30) days of receipt of the resubmitted invoice. However, Franchisee does not waive its rights to further dispute resolution processes pursuant to Section 6.1 of this Franchise. Submittal of a dispute over amounts owing pursuant to Section 6.1 does not relieve the Franchisee of its obligation to pay amounts due under the resubmitted invoice.

5.6.12 Receivables. Either Party hereto may assign any monetary receivables due them under this Franchise upon notice to the other, but (i) such transfer will not relieve the assignor of any of its rights or obligations under this Franchise, and (ii) Franchisee will have no notice obligation with respect to any receivables other than those owed by the City.

ARTICLE 6. ENFORCEMENT AND REMEDIES.

6.1 Communication and Discussion. The Parties are fully committed to working with each other throughout the term of this Franchise and agree to communicate regularly with each other at all times so as to avoid or minimize Disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a Dispute. The Parties each commit to resolving a Dispute in an amicable, professional and expeditious manner.

The Parties further agree that in the event a Dispute arises, they will attempt to resolve it through discussions between representatives of each Party. Each Party will exchange relevant information that will assist the Parties in resolving the Dispute.

6.2 Remedies. The Parties have the right to seek any and all remedies, in equity, at law, or in contract. Remedies are cumulative; the exercise of one does not foreclose the exercise of others. No provision of this Franchise bars either Party from seeking appropriate judicial relief.

Neither the existence of other remedies identified in this Franchise nor the exercise thereof bar or otherwise limit the right of either Party to recover monetary damages, as allowed under applicable Law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief, or mandate, or to commence an action for equitable or other relief and/or proceed against the other Party and any guarantor for all direct monetary damages, costs, and expenses, including reasonable attorneys' fees.

The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation, or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law.

6.3 Right to Cure Default.

6.3.1 Notice. If a Party believes that the other Party is in Default, such Party shall give written notice to the Noticed Party stating with reasonable specificity the nature of the alleged default. The Noticed Party will then have thirty (30) days, or such greater time as specified in the notice or such lesser time as specified in the event that there is an imminent threat of harm to the public health, safety, or welfare resulting from the Default, from the receipt of such notice to:

6.3.1.1 Respond to the other Party, contesting that Party's assertion that a Default has occurred; or

6.3.1.2 Cure the Default; or

6.3.1.3 Notify the other Party that the Noticed Party cannot cure the Default within the time provided in the notice, because of the nature of the Default. In the event the Default cannot be cured within the time provided in the notice, the Noticed Party shall promptly take all reasonable steps to begin to cure the Default and notify the other Party in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the other Party may set a meeting to determine whether additional time beyond the time provided in the notice is indeed needed, and whether the Noticed Party's proposed completion schedule and steps are reasonable.

6.3.2 Time to Cure. When specifying the time period for cure, the Party giving notice shall take into account: the nature and scope of the alleged Default; the nature and scope of the work required to cure the Default; whether the Default has created or will allow to continue an unsafe condition; the extent to which delay in implementing a cure will result in adverse financial consequences or other harm to the Party giving notice; and whether delay in implementing a cure will result in a violation of Law or Default of contract.

6.3.3 Failure to Cure. If the Noticed Party fails to promptly commence and diligently pursue cure of a Default to completion to the reasonable satisfaction of the Party giving notice and in accordance with the agreed upon time line or the time provided for in the Notice of Default, then the parties may pursue any remedies available to them.

6.4 Termination/Revocation. In addition to the remedies available to the City as provided at Law, in equity, or elsewhere in this Franchise, upon a Default without timely and satisfactory cure, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in accordance with the following:

6.4.1 Notice. Prior to termination of the Franchise, the City shall give written notice to the Franchisee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the Default. If Franchisee objects to such termination, Franchisee shall object in writing within thirty (30) days, stating its reasons for objection and providing any explanation.

6.4.2 Hearing. The City may then seek a termination/revocation of the Franchise in accordance with this Subsection.

6.4.2.1 The City Council, or its designee, shall conduct a public hearing to determine if termination/revocation of the Franchise is warranted.

6.4.2.2 At least fourteen (14) days prior to the public hearing, the City shall issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing; provide the time, date, and location of the hearing; provide that the hearing examiner shall hear any Persons interested therein; and provide that the Franchisee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to question witnesses. The public hearing notice shall be provided to Franchisee in accordance with Section 8.13 hereof and public notice of the hearing shall be provided in the same manner as notice is provided for regular meetings of the City Council.

6.4.2.3 Within sixty (60) days after the close of the hearing, the City Council shall issue a written decision regarding the termination/revocation of the Franchise. If the City Council has designated another body or hearing examiner to conduct the public hearing, the hearing body or examiner shall make a recommendation to the City Council within thirty (30) days following the close of the public hearing, and the City Council shall make a decision upon the recommendation of the hearing body or examiner after a closed record hearing and within sixty (60) days following receipt of the recommendation of the hearing body or examiner. The decision of the City Council shall be final. The Parties recognize that a decision to terminate/revoke a Franchise is not a land use decision that is subject to appeal pursuant to the Land Use Petition Act (Chapter 36.70C RCW). Failure to render a decision within the required time period is not a basis for invalidation of the decision that is made. Any appeal to which the Franchisee may be entitled (e.g., constitutional or

statutory writ of review) shall be filed within 30 calendar days of issuance of the final decision of the City Council.

6.4.3 Decision to Terminate. The City Council may consider one or more of the following when determining whether or not to terminate/revoke the Franchise based upon a material Default:

6.4.3.1 The history of repeated non-compliance by Franchisee with material terms and conditions of this Franchise;

6.4.3.2 Whether other remedies will achieve compliance with this Franchise;

6.4.3.3 Whether the Franchisee has acted in good faith;

6.4.3.4 Whether the acts or omissions that gave rise to the Default were willful or indifferent to the requirements of the Franchise;

6.4.3.5 Whether the type of services provided by the Franchisee will be available to the general public through other providers;

6.4.3.6 Whether services provided by the Franchisee are essential public services or regulated utilities;

6.4.3.7 The impact or potential impact of the Default upon the public health, safety, and welfare;

6.4.3.8 The economic risk the City is exposed to as a result of the Default;

6.4.3.9 Whether consent, permission, adjudication, or an order or other authorization of a governmental agency or body is required as a condition precedent to the City ordering the Franchisee to abandon or remove Facilities from the Public Rights-of-Way or to cease operations (temporarily or otherwise) of the Facilities.

6.4.3.10 Such other facts and circumstances that are relevant to the controversy that gave rise to the Default and/or to whether or not the continued presence and operation of the Facilities with the Franchise Area will be harmful to the public health, safety, or welfare.

6.5 Receivership. At the option of the City, subject to applicable law and lawful orders of courts of competent jurisdiction, this Franchise may be revoked after the appointment of a receiver or trustee to take over and conduct the business of Franchisee whether in a receivership, reorganization, bankruptcy, or other action or proceeding, unless:

6.5.1 The receivership or trusteeship is timely vacated; or

6.5.2 The receiver or trustee has timely and fully complied with all the terms and provisions of this Franchise, and has remedied all defaults under the Franchise. Additionally, the receiver or trustee shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver or trustee assumes and agrees to be bound by each and every term, provision, and limitation of this Franchise.

ARTICLE 7. CONDITIONS UPON USE OF PUBLIC RIGHTS-OF-WAY.

7.1 Regulatory Permit. If Franchisee has submitted an application for a Regulatory Permit to perform work in the Public Rights-of-Way, the City shall, to the extent practicable, consider such application contemporaneously with the design review requirements hereunder.

7.2 Submission/Approval of Design Documents.

7.2.1 Submission. At the time of application for a Regulatory Permit, or in the event that Franchisee seeks to alter or change the location of Facilities within the Franchise Area, Franchisee shall submit its Design Documents to the City for review and approval in accordance with the City's plan review process.

7.2.2 Use of Public Rights-of-Way. Within parameters reasonably related to the City's role in protecting the public health, safety, and welfare, and except as may be otherwise preempted by Law, the City may require that Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to the proposed Franchise Area and may deny access if Franchisee is not willing to comply with such requirements. The City may require removal of any Facility that is not installed in compliance with the Standards (defined in Section 7.3 below) or that is installed without prior City approval of the time, place, or manner of installation.

7.2.3 Approval of Plans. Work may not commence without prior approval by the City of the Design Documents submitted by the Franchisee, which approval will not be unreasonably withheld, conditioned, or delayed. The City may review and approve the Franchisee's Design Documents with respect to:

7.2.3.1 Location/Alignment/Depth;

7.2.3.2 The manner in which the Facility is to be installed;

7.2.3.3 Measures to be taken to preserve safe and free flow of traffic;

7.2.3.4 Structural integrity, functionality, appearance, and compatibility with and impact upon roadways, bridges, sidewalks, planting strips, signals, traffic control signs, intersections, or other facilities and structures in the Public Rights-of-Way;

7.2.3.5 Ease of future road maintenance and appearance of the roadway;

7.2.3.6 Compliance with applicable Standards (as defined below) and codes; and

7.2.3.7 Compliance and compatibility with the City's comprehensive plan, six-year transportation plan, capital improvements plan, and regional transportation improvement plans.

7.3 Compliance with Standards/Codes. Except as may be preempted by federal or state Laws, all Facilities shall conform to and all Work shall be performed in compliance with the following "Standards" as now or may be hereafter revised, updated, amended, or re-adopted:

7.3.1 Standards for Public Works Engineering and Construction. The most current edition of the City Standards for Public Works Engineering and Construction as adopted from time to time by the City. This document includes the City Design Standards Manual, Design Standards Detail, and appendixes, and the most recently City-adopted edition of the Standard Specifications for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation ("WSDOT") and the Washington State Chapter of American Public Works Association ("APWA");

7.3.2 MUTCD. The Washington State Department of Transportation Manual of Uniform Traffic Control Devices ("MUTCD");

7.3.3 Special Conditions. Requirements and standards set forth as additional conditions in a Regulatory Permit.

7.3.4 City Regulations. City ordinances, codes, and regulations establishing standards for placement of Facilities in Public Rights-of-Way, including by way of example and not limitation, the specific location of Facilities in the Public Rights-of-Way.

7.3.5 Other Regulatory Requirements. Applicable requirements of federal or state governmental authorities that have regulatory authority over the placement, construction, or design of Franchisee Facilities;

7.3.6 Industry Standards. All Facilities shall be durable and Constructed in accordance with good engineering practices and standards promulgated by the government and industry for placement, Construction, design, type of materials, and operation of Franchisee Facilities;

7.3.7 Safety Codes and Regulations. Franchisee Facilities and Work shall comply with all applicable federal, State, and City safety requirements, rules, regulations, Laws, and practices. By way of illustration and not limitation, Franchisee shall comply with the National Electrical Safety Code and the Occupational Safety and Health Administration (OSHA) Standards; and

7.3.8 Building Codes. Franchisee Facilities and Work shall comply with all applicable City Building Codes.

7.4 Conditions Precedent to Work. Except as may be otherwise required by applicable City code, rule, regulation, or Standard, Franchisee shall comply with the following as a condition precedent to Work:

7.4.1 Regulatory Permits Required. Except in the event of an Emergency, prior to performing any Work in the Public Right-of-Way requiring a Regulatory Permit, Franchisee shall apply for and obtain in advance, such appropriate Regulatory Permits from the City as are required by ordinance or rule. Franchisee shall pay all generally applicable and lawful fees for the requisite City Regulatory Permits.

7.4.2 Compliance with Franchise. Franchisee shall be in material compliance with the Franchise.

7.5 Work in the Public Rights-of-Way.

7.5.1 Least Interference. Work in the Public Rights-of-Way shall be done in a manner that does not unnecessarily hinder or obstruct the free use of the Public Rights-of-Way or other public property and which causes the least interference with the rights and reasonable convenience of property owners, businesses, and residents along the Public Rights-of-Way. Franchisee Facilities shall be designed, located, aligned, and Constructed so as not to disturb or impair the use or operation of any street improvements, utilities, and related facilities of City or City's existing lessees, licensees, permittees, franchisees, easement beneficiaries, or lien holders, without prior written consent of City or the Parties whose improvements are interfered with and whose consent is required pursuant to agreements with the City existing prior to the Effective Date.

7.5.2 Work Subject to Inspection. The City may observe or inspect the Construction Work, or any portion thereof, at any time to ensure compliance with applicable Regulatory Permits, this Franchise, applicable Law, the applicable approved Design Documents, and the Standards, and to ensure the Work is not being performed in an unsafe or dangerous manner.

7.5.4 Notice to the Public. Except in the case of an Emergency, City retains the right to require the Franchisee to notify the public prior to commencing any significant planned Construction that Franchisee reasonably anticipates will materially disturb or disrupt public property or have the potential to present a danger or affect the safety of the public generally.

7.5.5 Work of Contractors and Subcontractors. Franchisee's contractors and subcontractors performing Work in the Franchise Area shall be licensed and bonded in accordance with the City's and State's applicable regulations and requirements. Any contractors or subcontractors performing Work within the Public Rights-of-Way on behalf of the Franchisee shall be deemed servants and agents of the Franchisee for the purposes of this Franchise and are subject to the same restrictions, limitations, and conditions as if the Work were performed by Franchisee. Franchisee is responsible for all Work performed by its contractors and subcontractors and others performing Work on its behalf as if the Work were performed by it, and shall ensure that all such Work is performed in compliance with this Franchise and other applicable laws, and is jointly and severally liable for all damages and correcting all damage caused by them. It is Franchisee's responsibility to ensure that contractors, subcontractors, or other Persons performing Work on Franchisee's behalf are familiar with the requirements of this Franchise and other applicable Laws governing the Work performed by them.

7.5.6 Emergency Permits. In the event that Emergency repairs are necessary, Franchisee shall perform such Work, provide such notices, and obtain Regulatory Permits in conformance with applicable Standards.

7.5.7 Stop Work. On notice from the City that any Work does not comply with the Franchise, the approved Design Documents for the Work, the Standards, or other applicable Law, or is being performed in an unsafe or dangerous manner as reasonably determined by the City, the City may immediately order a stop to the non-compliant Work. The stop-work order shall be in writing, be given to the Person doing the Work, be posted on the Work site, indicate the nature of the alleged violation or unsafe condition, and establish conditions under which Work may be resumed. If so ordered, Franchisee shall cease and shall cause its contractors and subcontractors to cease such activity until the City is reasonably satisfied that Franchisee is in compliance. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable Law, may order Franchisee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes in its reasonable discretion. The City has the right to inspect, repair, and correct the unsafe condition if Franchisee fails to do so, and to reasonably charge Franchisee for the costs incurred to perform such inspection, repair, or correction. Payment by Franchisee will be made in accordance with Section 5.6.9. The authority and remedy set forth herein in this section is in addition to, and not a substitute for, any authority the City may otherwise have to take enforcement action for violation of City Codes or Standards.

7.5.8 Discovery of Hazardous Substances/Indemnity. In the event that the Work of the Franchisee in, on, and upon the Franchise Area results in the discovery of the presence of Hazardous Substances ("**Discovered Matters**") in, on, or upon the areas excavated or otherwise opened or exposed by Franchisee within the Franchise Area (the "**Excavated Areas**"), the Franchisee shall immediately notify the City and take whatever other reporting action is required by applicable Environmental Law as it relates to the Discovered Matters in the Excavated Areas.

In the event the Franchisee's Work in, on, or upon the Franchise Area within the Excavated Areas results in a release (as determined under applicable Environmental Laws) of Hazardous Substances which were, before such activities, confined to areas within the Excavated Areas, but which after such activities by Franchisee are released beyond the Excavated Areas, and if the release is caused in whole or in part by the Franchisee, then the Franchisee shall indemnify, defend, and hold the City harmless from the costs of all necessary Remedial Actions required under the applicable Environmental Laws, to the extent of Franchisee's share of the liability for the release as determined by a final non-appealable decision by a court of competent jurisdiction, or as provided in a final non-appealable administrative order issued by the Environmental Authority, or by a consent decree entered by Franchisee and the Environmental Authority.

7.6 Alterations. Except as may be shown in the Design Documents or Regulatory Permits approved by the City or the record drawings, or as may be necessary to respond to an Emergency, neither Franchisee nor Franchisee's contractors or subcontractors may make any material alterations to the Franchise Area, or permanently affix anything to the Franchise Area, without the City's prior written consent. Material alteration includes by way of example and not limitation a change in the dimension or height of the above ground Facilities. If Franchisee desires to change the location of any Facilities or otherwise materially deviate from the approved design of any of the Facilities, Franchisee shall submit such change to the City in writing for its approval pursuant to Section 7.2 of this Franchise. Franchisee may not commence any such change until after Franchisee has received the City's approval in writing.

7.7 General Conditions.

7.7.1 Right-of-Way Meetings. If provided reasonable advance notice, Franchisee will attend and participate in meetings of the City regarding Right-of-Way issues that may impact the Telecommunications System.

7.7.2 Compliance Inspection. Franchisee's Facilities are subject to the City's right of periodic inspection upon at least seventy-two (72) hours' notice, or, in case of an emergency, upon demand without prior notice, to determine compliance with the provisions of this Franchise or other applicable Law over which the City has jurisdiction. Franchisee shall respond to reasonable requests for information regarding its Telecommunications System as the City may from time to time issue in writing to determine compliance with this Franchise, including requests for information regarding the Franchisee's plans for Construction and the purposes for which the Facility is being Constructed.

7.7.3 One Call. If Franchisee places Facilities underground, Franchisee shall, at its own expense, continuously be a member of the State of Washington one-number locator service under Chapter 19.122 RCW or an approved equivalent, and shall comply with all such applicable rules and regulations. The Franchisee shall locate and field mark its Facilities for the City at no charge.

7.7.4 Graffiti Removal. Within five (5) business days after notice from the City, Franchisee shall remove any graffiti on any part of its Telecommunications System, including, by way of example and not limitation, equipment cabinets. If the Franchisee fails to do so within 5 business days, or in the City's discretion and subject to advance communication with the Franchisee, the City may remove the graffiti and bill the Franchisee for the reasonable cost thereof.

7.7.5 Dangerous Conditions, Authority for City to Abate. Whenever Construction of Facilities has caused or contributed to a condition that in the reasonable opinion of the City Engineer substantially impairs the lateral support of the adjoining Public Right-of-Way, street, or public place, or endangers the public, any utilities, or City-owned property, the City may reasonably require the Franchisee to take action to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities. Such action may include compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if Emergency conditions exist which require immediate action, the City may, to the extent it may lawfully do so, take such actions as are necessary to protect the Public Right-of-Way, the public, adjacent public places, City-owned property, streets, and utilities, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Franchisee shall be liable to the City for the reasonable costs thereof to the extent Franchisee is the proximate cause of such condition.

7.7.6 No Duty. Notwithstanding the right of the City to inspect the Work, issue a stop-work order, and order or make repairs or alterations, the City has no duty or obligation to observe or inspect, or to halt Work on, the applicable Facilities, it being solely Franchisee's responsibility to ensure that the Facilities are Constructed and operated in strict accordance with this Franchise, the approved Design Documents, the Standards, and applicable Law. Neither the exercise nor the failure by the City to exercise any right set forth in this Article 7 alters the liability allocation set forth in this Franchise.

7.7.7 Roadside Hazard. All of Franchisee's Facilities shall be kept by Franchisee at all times in a safe and hazard-free condition. Franchisee shall ensure that Facilities within the Public Rights-of-Way do not become or constitute an unacceptable roadside obstacle and do not interfere with or create a hazard to maintenance of and along the Public Rights-of-Way. Franchisee shall take prompt action to correct any such obstacles or hazards. In the event that the City determines that a Facility within the Public Rights-of-Way has become or constitutes an unacceptable roadside obstacle or may interfere with or create a hazard to maintenance of and along the Public Rights-of-Way, following written notice explaining with reasonable specificity the nature of any such matter and a reasonable opportunity to cure of not less than thirty (30) days, the Franchisee shall take corrective action. Nothing in this Franchise relieves the Franchisee from keeping its Facilities at all times in safe and hazard-free condition.

Franchisee, at all times, shall employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public or to Franchisee's agents or employees. Franchisee, at its own expense, shall repair, renew, change, and improve its Facilities from time to time as may be necessary to accomplish this purpose. Franchisee shall use suitable barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of such Work in or affecting such Public Rights-of-Way or property. All excavations made by Franchisee in the Public Rights-of-Way shall be properly safeguarded for the prevention of accidents.

7.7.8 Verification of Alignment/Depth. Upon at least thirty (30) days' written notice by the City, in order to facilitate the location, alignment, and design of Public Improvements (defined below), the Franchisee agrees to locate and, if reasonably determined necessary by the City, to excavate and expose portions of its Facilities for inspection so that the location of same may be taken into account in the Public Improvement design, but only if Franchisee's record drawings and maps of its Facilities submitted pursuant to Section 7.11 of this Franchise are reasonably determined by the City to be inadequate for purposes of this paragraph.

7.8 Facility Relocation at Request of the City.

7.8.1 Public Improvement. The City may require Franchisee to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the Public Rights-of-Way for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, by way of example but not limitation: Public Rights-of-Way construction; Public Rights-of-Way repair (including resurfacing or widening); change of Public Rights-of-Way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, communication lines, or any other type of government-owned communications, utility, transportation system, public work, public facility, or improvement of any government-owned utility; Public Rights-of-Way vacation; and the Construction of any public improvement or structure by any governmental agency acting in a governmental capacity for the public benefit.

7.8.2 Alternatives. If the City requires Franchisee to relocate its Facilities, the City shall make a reasonable effort to provide Franchisee with an alternate location within the Public Right-of-Way. The Franchisee may, after receipt of written notice requesting a relocation of its Facilities, propose design alternatives that would mitigate or lessen the impact upon Franchisee's Facilities. The City shall provide a full and fair evaluation of such proposed design alternatives to determine whether, in the reasonable judgment of the City, such alternatives would impair, interfere with, or materially alter the scope, purpose, or functioning of the Public Improvement or increase the anticipated public costs of the Public Improvement. If so requested by the City, Franchisee will submit additional information to assist the City in making such evaluation. In the event that the

City reasonably determines that it does not have available resources within the existing Public Improvement budget to fully and fairly evaluate Franchisee's proposal, the City is not obligated to further consider such proposal unless and until the Franchisee funds the additional costs to the City to complete its evaluation.

7.8.3 Notice. The City shall notify Franchisee in writing as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. Except in case of Emergency, such notice shall be no less than one hundred and eighty (180) days. In calculating the date that relocation must be completed, City shall consult with Franchisee and consider the extent of Facilities to be relocated, the service requirements, and the construction sequence for the relocation, within the overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the date specified unless the City, or a reviewing court, establishes a later date for completion, after a showing by the Franchisee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

7.8.4 Coordination of Work. Franchisee acknowledges and understands that any delay by Franchisee in performing the Work to alter, adjust, relocate, or protect in place its Facilities within the Public Rights-of-Way may delay, hinder, or interfere with the work performed by the City and its contractors and subcontractors in furtherance of construction, alteration, repair, or improvement of the Public Improvement, and result in damage to the City and/or its contractors, including but not limited to, delay and disruption claims. Franchisee shall cooperate with the City and its contractors and subcontractors to coordinate such Franchisee Work to accommodate the Public Improvement project and project schedules to avoid delay, hindrance, or disruption of such project.

7.8.5 Assignment of Rights. In addition to any other rights of assignment the City may have, the City may from time to time assign or transfer to its contractors or subcontractors its rights under Section 7.10 of this Franchise.

7.8.6 Reimbursement for Costs. Notwithstanding the cost allocation provisions set forth in this Franchise, Franchisee does not waive its right(s) to and shall be entitled to seek reimbursement of its relocation costs as may be otherwise specifically set forth and authorized by Law, including in statute RCW 35.99.060. Further, if the City reimburses or pays the relocation costs of a similarly situated franchisee for a given Public Improvement project, the City shall reimburse or pay Franchisee's relocation costs on the same basis

7.9 Movement of Facilities for Others.

7.9.1 Private Benefit. If any alteration, adjustment, temporary relocation, or protection in place of the Telecommunications System is required solely to accommodate the Construction of facilities or equipment that are not part of a Public Improvement project, Franchisee shall, after at least one hundred eighty (180) days' advance written notice, take action to effect the necessary changes requested by the responsible Person, but only if (a) the

Person requesting the same pays for the Franchisee's time, design, engineering, and material costs associated with the requested work; (b) the alteration, adjustment, relocation, or protection in place is reasonably necessary to accommodate such work; (c) Franchisee's services are not interrupted; and (d) such alteration, adjustment, or relocation is not requested for the purpose of obtaining a competitive advantage over the Franchisee.

7.9.2 Temporary Changes for Other Franchisees. At the request of any Person holding a valid permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower, or remove its wires as necessary to permit the moving of a building, vehicle, equipment, or other item. The expense of such temporary changes must be paid by the permit holder. Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

7.10 Movement of Facilities During Emergencies.

7.10.1 Immediate Threat. In the event of an unforeseen event, condition, or circumstance that creates an immediate threat to the public safety, health, or welfare, the City shall have the right to require Franchisee to shut down, relocate, remove, replace, modify, or temporarily disconnect Franchisee's Facilities located in the Public Rights-of-Way at the expense of the Franchisee without regard to the cause or causes of the immediate threat.

7.10.2 Emergency. In the event of an Emergency, or where a Facility creates or is contributing to an imminent danger to health, safety, or property, the City retains the right and privilege to protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System located within the Public Rights-of-Way, as the City may determine to be reasonably necessary, appropriate, or useful in response to any public health or safety Emergency and charge the Franchisee for costs incurred.

7.10.3 Notice. During Emergencies the City shall endeavor to, as soon as practicable, provide notice to Franchisee of such Emergency at a designated Emergency response contact number, to allow Franchisee the opportunity to respond and rectify the problem without disrupting Telecommunications Service. If after providing notice, there is no immediate response, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System located within the Public Rights-of-Way in accordance with this Section 7.10.

7.10.4 Limitation on Liability. The City shall not be liable for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section.

7.11 Record of Installations.

7.11.1 Map/Record Drawing of Telecommunications System. Upon request by the City, Franchisee shall search for and provide the City with the most accurate and available maps and record drawings in a form and content reasonably prescribed by the City reflecting the horizontal and vertical location and configuration of its

Telecommunications System within the Public Rights-of-Way and upon City property in a format reasonably acceptable to the City. Franchisee shall provide the City with updated record drawings and maps within a reasonable period of time following receipt of written request.

7.11.2 Maps/Record Drawings of Improvements. After Construction involving the locating or relocating of Facilities, the Franchisee shall provide the City with accurate copies of all record drawings and maps showing the horizontal and vertical location and configuration of all located or relocated Facilities within the Public Rights-of-Way. These record-drawings and maps shall be provided at no cost to the City, and shall include hard copies and digital copies in a format reasonably specified by the City.

7.12 Restoration of Public Rights-of-Way, Public and Private Property.

7.12.1 Restoration after Construction. Franchisee shall, after completion of Construction of any part of its Telecommunications System, leave the Public Rights-of-Way and other property disturbed thereby, in as good or better condition in all respects as it was in before the commencement of such Construction. Franchisee agrees to promptly complete restoration work to the reasonable satisfaction of the City and in conformance with City Standards, including, by way of example and not limitation, backfilling and restoration requirements as set forth in City Standards.

7.12.2 Notice. If Franchisee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public or private property, the Franchisee shall promptly notify the property owner within twenty-four (24) hours.

7.12.3 Duty to Restore. If Franchisee's Work causes unplanned, unapproved, or unanticipated disturbance of or alteration or damage to Public Rights-of-Way or other public property, it shall promptly remove any obstructions therefrom and restore such Public Rights-of-Way and property to the reasonable satisfaction of the City and in accordance with City Standards.

7.12.4 Temporary Restoration. If weather or other conditions do not allow the complete restoration required by this Section, Franchisee shall temporarily restore the affected Public Right-of-Way or property. Franchisee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

7.12.5 Survey Monuments. All survey monuments which are disturbed or displaced by any Work shall be referenced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, state, and local standards and specifications.

7.12.6 Approval. The City Engineer, or his designee, shall be responsible for observation and final approval of the condition of the Public Rights-of-Way and City

property following any restoration activities therein. Franchisee is responsible for all testing and monitoring of restoration activities.

7.12.7 Warranty. Franchisee shall warrant any restoration work performed by Franchisee in the Public Rights-of-Way or on other public property for two (2) years, normal wear and tear excepted, unless a longer period is required by applicable City Standards. If restoration of the Public Rights-of-Way or public property is not satisfactorily and timely performed by the Franchisee, the City may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create an imminent risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Franchisee. Franchisee shall pay the City for such costs in accordance with Section 5.6.9.

7.12.8 Restoration of Private Property. When Franchisee does any Work in the Public Rights-of-Way that affects, disturbs, alters, or damages any adjacent private property, it shall, at its own expense, be responsible for restoring such private property to the reasonable satisfaction of the private property owner.

7.13 Approvals. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Franchisee's Design Documents or to ascertain whether Franchisee's proposed or actual Construction is adequate or sufficient or in conformance with the Design Documents reviewed and approved by the City. No approval given, inspection made, or review or supervision performed by the City pursuant to or under authority of this Franchise shall constitute or be construed as a representation or warranty express or implied by the City that such item reviewed, approved, inspected, or supervised, complies with applicable Laws or this Franchise or meets any particular Standard, code, or requirement, or is in conformance with the approved Design Documents, and no liability shall attach to the City with respect thereto. City approvals and inspections as provided herein, are for the sole purpose of protecting the City's rights as the owner and/or manager of the Public Rights-of-Way and shall not constitute any representation or warranty, express or implied, as to the adequacy of the design or Construction of the Facilities or Telecommunications System, suitability of the Franchise Area for Construction, or any obligation on the part of the City to insure that Work or materials are in compliance with any requirements imposed by a governmental entity. The City is under no obligation or duty to supervise the design, Construction, or operation of the Telecommunications System.

7.14 Abandonment of Facilities. Except as may be otherwise provided by Law, Franchisee may abandon in place any Facilities in the Public Rights-of-Way upon written notice to the City, which notice shall include a description of the Facilities it intends to abandon, the specific location in the Public Rights-of-Way of such Facilities, and the condition of such Facilities. However, if the City determines within 180 days of the receipt of notice of abandonment from the Franchisee, that the safety, appearance, functioning, or use of the Public Rights-of-Way and other facilities in the Public Rights-of-Way, including without limitation, utilities and related facilities, will be adversely affected, the operator must remove its abandoned Facilities by a date specified by the City and restore the Public

Rights-of-Way in accordance with City Standards. Franchisee shall be and remain responsible in perpetuity for any Facilities abandoned in the Public Rights-of-Way.

ARTICLE 8. MISCELLANEOUS.

8.1 Headings. Titles to articles and sections of this Franchise are not a part of this Franchise and have no effect upon the construction or interpretation of any part hereof.

8.2 Entire Agreement. This Franchise contains all covenants and agreements between the City and the Franchisee relating in any manner to the Franchise, use, and occupancy of the Public Rights-of-Way, and other matters set forth in this Franchise. No prior agreements or understanding pertaining to the same, written or oral, are valid or of any force or effect, and the covenants and agreement of this Franchise may not be altered, modified, or added to except in writing signed by the City and Franchisee and approved by the City in the same manner as the original Franchise was approved.

8.3 Incorporation of Exhibits. All exhibits annexed hereto at the time of execution of this Franchise or in the future as contemplated herein, are hereby incorporated by reference as though fully set forth herein.

8.4 Calculation of Time. Except where a period of time refers to “business days,” all periods of time referred to herein include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period extends to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Washington. The Effective Date, however, shall be determined as provided at Section 4.3 of this Franchise.

8.5 Time Limits Strictly Construed. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, that time is intended to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a Default of this Franchise.

8.6 No Joint Venture. Nothing in this Franchise creates or is intended to create any partnership, joint venture, or principal-agent relationship or other arrangement between Franchisee and the City. Neither Party is authorized to, nor may either Party act toward third Persons or the public in any manner that would indicate any such relationship with the other. The Parties intend that the rights, obligations, and covenants in this Franchise and its collateral instruments are enforceable exclusively by the City and Franchisee, and their successors and assigns. No term or provision of this Franchise has been included for the benefit of any Person not a Party hereto, and no such Person has a right or cause of action hereunder, unless explicitly provided herein. Further, Franchisee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City. Nothing in this Section 8.6 precludes an assignment as provided for at Sections 2.8 or 7.8.5 of this Franchise.

8.7 Approval Authority. Except as may be otherwise provided by Law or in this Franchise, any approval or authorization required to be given by the City shall be given by the Public Works Director or his successor or designee.

8.8 Binding Effect upon Successors and Assigns. All of the provisions, conditions, and requirements contained in this Franchise are binding upon the heirs, successors, executors, administrators, receivers, trustees, legal representatives, transferees, and assigns of the Franchisee; and all privileges, as well as all obligations and liabilities of the Franchisee inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

8.9 Waiver. No failure by either Party to insist upon the performance of any of the terms of this Franchise or to exercise any right or remedy consequent upon a Default thereof, constitutes a waiver of any such Default or of any of the terms of this Franchise. None of the terms of this Franchise to be kept, observed, or performed by either Party, and no Default thereof, may be waived, altered, or modified except by a written instrument executed by the injured Party. No waiver of any Default affects or alters this Franchise, and each of the terms of this Franchise will remain in full force and effect with respect to any other then existing or subsequent Default thereof. No waiver of any default of the defaulting Party hereunder may be implied from any omission by the injured Party to take any action on account of such default if such default persists or is repeated, and no express waiver will affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by the injured Party does not constitute a waiver of a subsequent Default of the same covenant, term, or condition.

8.10 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, or sentence set forth herein, or its application to any person or circumstance (collectively referred to as "Term"), is found by a court or agency of competent jurisdiction to be illegal, invalid, or unconstitutional for any reason, the remaining Terms of the Franchise shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties hereunder.

8.11 Signs. No signs or advertising are permitted in the Franchise Area except as may be required by Law or as may be required by the City for the protection of the public health, safety, and welfare, to the extent it has authority to do so.

8.12 Discriminatory Practices Prohibited. Throughout the term of this Franchise, Franchisee shall fully comply with all equal employment and nondiscrimination provisions of applicable Law.

8.13 Notice. Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and is effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) or when delivered by a nationally recognized overnight mail

delivery service, to the Party and at the address specified below, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, properly sealed and addressed as follows:

Franchisee's address:	Verizon Access Transmission Services 600 Hidden Ridge Irving, TX 75038 Attn: Franchise Manager
With a copy (except for invoices) to:	Verizon Business Services 1320 N. Courthouse Road, Suite 900 Arlington, VA 22201 Attn: General Counsel, Network & Technology
The City's Address:	City of Sammamish 801 228 th Avenue SE Sammamish, WA 98075 Attention: Director of Administrative Services
With a copy to:	Kenyon Disend, PLLC 11 Front Street South Issaquah, WA 98027 Attention: Michael R. Kenyon, City Attorney

The City and Franchisee may designate such other address from time to time by giving written notice to the other, but notice cannot be required to more than two addresses, except by mutual agreement.

8.14 Survival of Terms. Upon the expiration, termination, revocation, or forfeiture of the Franchise, the Franchisee will no longer have the right to occupy the Franchise Area for the purpose of providing services authorized herein. However, the Franchisee's obligations under this Franchise to the City survive the expiration, termination, revocation, or forfeiture of these rights according to its terms for so long as the Franchisee's Telecommunications System or any part thereof remain in whole or in part in the Public Rights-of-Way, or until such time as the Franchisee transfers ownership of all Facilities in the Franchise Area to the City or a third-Party, or until such time as the Franchisee abandons said Facilities in place, all as provided herein. Said obligations include, by way of illustration and not limitation, Franchisee's obligations to indemnify, defend, and protect the City, to provide insurance, to relocate its Facilities, and to reimburse the City for its costs to perform Franchisee's Work.

8.15 Force Majeure. In the event Franchisee is prevented or delayed in the performance of any of its obligations herein due to unforeseen circumstances beyond its control, including, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, severe weather conditions,

employee strikes, and unforeseen labor conditions not attributable to Franchisee's employees, Franchisee may not be held in Default or subject to liability for delay and associated damages of any provisions of this Franchise affected thereby.

If Franchisee believes that circumstances beyond its control or by reason of a force majeure occurrence have prevented or delayed its compliance with the provisions of this Franchise, Franchisee shall provide documentation as reasonably required by the City to substantiate the Franchisee's claim. Franchisee may thereafter have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is reasonably satisfactory to the City, but Franchisee shall nonetheless perform to the maximum extent it is able to perform and shall take reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible and bring itself back into compliance with the Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, Public Rights-of-Way, public property, or private property.

8.16 Attorneys' Fees. If a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to enforce any express or implied provisions of this Franchise or determine its application to any person or circumstance, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as allowed by Washington law and as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by Law. This provision includes costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8.17 Venue/Choice of Law. This Franchise is governed by and shall be construed under the laws of the State of Washington, excluding its choice-of-law rules. Any action arising out of or relating in any way to this Franchise shall be initiated in the Superior Court of King County, Washington or the Federal Court of the Western District of Washington.

8.18 Publication. This ordinance, or a summary thereof, shall be published in the official newspaper of the City, the expense of which shall be borne by Franchisee, and shall take effect and be in full force in accordance with Section 4.3 herein.

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ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE ____ DAY OF _____, 20____, AND SIGNED IN
AUTHENTICATION OF ITS PASSAGE THIS ____ DAY OF _____, 20____.

CITY OF SAMMAMISH

Christie Malchow, Mayor

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:
Ordinance No.
Date of Publication:

EXHIBIT "A"

(Acceptance of Franchise)

Franchise issued pursuant to Ordinance No. _____.

I, Timothy Sikkink, am the Engr IV-Ntwk Eng+Ops, and am the authorized representative to accept the above-referenced Franchise on behalf of McMetro Access Transmission Services Corp. In my capacity as Engr IV-Ntwk Eng+Ops, and not individually, I certify that this Franchise and all terms and conditions thereof are accepted by McMetro Access Transmission Services Corp. without qualification or reservation and that McMetro Access Transmission Services Corp. unconditionally guarantee(s) performance of all such terms and conditions.

DATED this 3rd day of October, 2018.

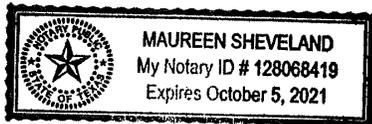
Timothy Sikkink
By Timothy Sikkink
Its Engr IV-Ntwk Eng+Ops
Tax Payer ID# 52-2102063

STATE OF TEXAS
County of Dallas CITY OF _____ | ss.

I certify that I know or have satisfactory evidence that Timothy Sikkink is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it (as the Engr IV-Ntwk Eng+Ops of McMetro Access Transmission Services Corp. a Delaware corporation), to be the free and voluntary act of such corporation/individual for the uses and purposes mentioned in the instrument.

Dated this 3rd day of October, 2018.

Maureen Sheveland
(Signature of Notary)
MAUREEN SHEVELAND



Print Name
Notary public in and for the state of TEXAS, residing at IRVING, TEXAS
My appointment expires 10/5/2021

EXHIBIT "B"

(Form of Transfer Agreement)

THIS TRANSFER AGREEMENT ("Agreement") is made this ___ day of _____, 20___, by and between:

1. PARTIES.

1.1 City of Sammamish, a legal subdivision of the state of Washington ("City").

1.2 _____ ("Franchisee").

1.3 _____ ("Transferee").

RECITALS

WHEREAS the City has issued a single Franchise (the "Franchise") to Franchisee, which was authorized on the ___ day of _____, 20___, pursuant to Ordinance No. _____, and

WHEREAS Franchisee has reached an agreement with Transferee on a *(describe transaction, example: conveyance of benefited property)*

_____ with Transferee, to *(example: acquire from Franchisee its facilities and equipment located in the Public Rights-of-Way)* _____, and

WHEREAS Franchisee and Transferee have requested that the City approve a transfer of the Franchise from Franchisee to Transferee, and

WHEREAS, as a result of the transfer of the Franchise, Transferee will assume all rights, duties, and obligations that Franchisee has under the Franchise, will be responsible for full compliance with the Franchise, and will meet or exceed all applicable and lawful federal, state, and local requirements, and

WHEREAS, relying on the representations made by the Transferee and Franchisee, the City, on the ___ day of _____, 20___, has, pursuant to Resolution No. _____ and the Franchise, approved the transfer upon the terms and conditions as stated herein;

NOW, THEREFORE, in consideration of the City's approval of the transfer, subject to the terms and conditions of this Agreement, THE PARTIES DO HEREBY AGREE as follows:

2. TRANSFER. Transfer of the Franchise shall be effective upon the last in time of the following conditions precedent:

2.1 Receipt by the City of the fully executed acceptance of Franchise attached hereto as Exhibit B-1 together with all required certificates of insurance, security fund and performance bond;

2.2 Payment to the City of the Transfer fees; and

2.3 The date of closing of the sale/conveyance of the property benefited by this Franchise and/or the Facilities located in the Franchise Area or upon a date as mutually agreed to by the City, Franchisee and Transferee as follows: _____

3. ACCEPTANCE OF FRANCHISE OBLIGATIONS.

3.1 The Franchisee and Transferee hereby accept, acknowledge, and agree that neither the proposed transaction between Franchisee and Transferee nor the City's approval of this Agreement diminishes or affects the existing and continuing commitments, duties, or obligations, present, continuing, and future, of the Franchisee and Transferee embodied in the Franchise.

3.2 Transferee and Franchisee agree that neither the transfer nor the City's approval of this Agreement and the resulting transfer in any respect relieves Franchisee, or any of its successors in interest, of any obligation or liability arising from acts or omissions occurring prior to the transfer of the Franchise, whether known or unknown, or the consequences thereof.

3.3 The transfer is not intended and may not be construed to authorize the Franchisee to take any position or exercise any right that could not have been exercised prior to the Transfer.

3.4 Notwithstanding anything to the contrary herein, Transferee is not responsible for any of Franchisee's financial liabilities and obligations (under the Franchise or pursuant to the City code, rules, and regulations) that accrued before the Transfer of the Franchise, and Franchisee is not responsible for any financial liabilities and obligations (under the Franchise or pursuant to the City code, rules, and regulations) that accrue on or after the Transfer of the Franchise.

3.5 The City waives none of its rights with respect to the Franchisee's or Transferee's compliance with the terms, conditions, requirements, and obligations set forth in the Franchise. The City's approval of this Agreement in no way constitutes a

representation by the City that Franchisee is in compliance with all of Franchisee's obligations under the Franchise.

3.6 Franchisee and Transferee acknowledge and agree that the City's approval and acceptance of this Agreement and the resulting transfer is made in reliance upon the representations, documents, and information provided by the Franchisee and Transferee in connection with the request for Transfer.

4. MISCELLANEOUS PROVISIONS.

4.1 Conditions Precedent. The Agreement becomes effective and binding upon the signatories once it has been signed by all signatories so long as, within 30 days of execution of the Agreement by all of the signatories, Transferee has provided to the City the following: (1) all fees required for this Transfer, (2) its acceptance of the Franchise in substantially the form of the document attached hereto as Exhibit B-1; (3) its insurance certificate in conformance with the requirements of the Franchise; (4) a performance bond or cash deposit in conformance with the requirements of the Franchise.

4.2 Entire Agreement. The Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein. No statements, promises, or inducements inconsistent with the Agreement made by any Party are valid or binding, unless in writing and executed by all Parties.

4.3 Binding Acceptance. The Agreement binds and benefits the Parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns, and the promises and obligations herein survive the expiration date hereof. Any purported transfer of the Agreement is void without the express written consent of the signatories.

4.4 Severability. In the event that any provision of the Agreement is, to any extent, held to be invalid, preempted, or unenforceable, the remainder remains valid in all other respects and continues to be effective.

4.5 Defined Terms. Terms not defined in this Agreement have the same meaning as given in the Franchise.

4.6 Governing Law. The Agreement is governed in all respects by the laws of the state of Washington, excluding its choice-of-law rules.

4.7 Notice. Pursuant to Section 8.13 of the Franchise, Notices to Transferee shall be delivered to:

Transferee's address: **
 **
 **
 **

And to:

**
**
**
**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

CITY:

FRANCHISEE:

By: City Manager

By: _____
Title: _____

TRANSFEEE:

By: _____
Title: _____

Tax Id. No. _____

TRANSFER EXHIBIT B-1

Acceptance of Franchise

Franchise issued pursuant to Ordinance No. _____ and accepted _____,
20____; Transfer authorized pursuant to Resolution No. _____, effective _____,
20____.

I, _____, am the _____,
and am the authorized representative to accept the above-referenced Franchise on behalf
of _____. In my capacity as
_____, and not individually, I certify that this Franchise and
all terms and conditions thereof are accepted by _____, without
qualification or reservation and that _____ unconditionally
guarantee(s) performance of all such terms and conditions.

DATED this _____ day of _____, 20____.

By _____
Its _____

Tax Payer ID# _____

STATE OF _____ |
CITY OF _____ | ss.

I certify that I know or have satisfactory evidence that
_____ is the person who appeared before me, and said person
acknowledged that said person signed this instrument, on oath stated that said person was
authorized to execute the instrument and acknowledged it (as the
_____ of _____, a _____
corporation), to be the free and voluntary act of such corporation/individual for the uses
and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

Print Name
Notary public in and for the state of _____, residing at _____
My appointment expires: _____

EXHIBIT "C"

(Description of Franchise Area)

The incorporated area (entire existing territorial limits) of the City of Sammamish and such additional areas as may be included in the corporate (territorial) limits of the City of Sammamish during the term of this Franchise.

EXHIBIT "D"

(Insurance Requirements)

1. General Requirement. Franchisee shall have adequate insurance at all times while Franchisee owns or operates Facilities in the Public Rights-of-Way, to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from, or are connected with the Work, the Facilities, or the activities of Franchisee, its employees, agents, representatives, or contractors or subcontractors and their employees, within the Franchise Area.

2. Minimum Insurance Limits. The Franchisee shall maintain the following minimum insurance coverages and limits:

2.1 Commercial General Liability: insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis, and shall provide coverage for any and all costs, including reasonable defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Such insurance shall include broad form and blanket contractual coverage, including coverage for the Franchise as now or hereafter amended. Coverage must be written with at least the following limits of liability:

\$2,000,000 per occurrence,
\$4,000,000 general aggregate and
\$1,000,000 products/completed operations aggregate.

2.2 Automobile Liability: shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least \$2,000,000 per occurrence.

2.3 Workers Compensation Insurance: shall be maintained during the life of this Franchise to comply with statutory limits for all employees, and in the case any work is subcontracted, the Franchisee shall require its contractors and subcontractors similarly to provide workers' compensation insurance for all of their employees. The Franchisee shall also maintain, during the life of this policy, employer's liability insurance with limits of \$1,000,000 each occurrence.

2.4 Excess or Umbrella Liability: \$5,000,000 each occurrence and \$5,000,000 policy limit.

3. Endorsements. Franchisee Commercial General Liability insurance policies shall contain, or be endorsed to contain, the following:

3.1 The Franchisee's insurance coverage is primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Franchisee's insurance and shall not contribute to it.

3.2 Franchisee, through policy endorsement, waives its rights of subrogation against the City for all claims and suits.

3.3 That the coverage applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.4 The Franchisee's insurance shall name the City as an additional insured, to protect or insure as an additional insured, from and against Liabilities arising out of work performed in the Public Rights-of-Way under a grant of authority of the City.

3.5 The Franchisee's insurance shall include a requirement that the "railroad exclusion" be deleted or may include, in the alternative, ISO endorsement CG 24 17 or the equivalent.

3.6 The insurance coverages and limits provided herein shall not be canceled without thirty (30) days' prior written notice first being given to the City, with the exception that ten (10) days' notice is required for cancellation resulting from non-payment of premium. If the insurance is canceled or reduced in coverage, Franchisee shall provide a replacement policy.

4. Acceptability of Insurers. Each insurance policy obtained pursuant to this Franchise shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial strength rating at all times during coverage of no less than an "A-" and in a financial size category of no less than "VII", in the latest edition of "Best's Rating Guide" published by A.M. Best Company. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Franchisee shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

5. Verification of Coverage. The Franchisee shall furnish the City with signed certificates of insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the Automobile Liability, Commercial General Liability, and Umbrella or Excess insurance of the Franchisee upon acceptance of this Franchise. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

6. Deductible. Commercial General Liability Insurance policies and coverage required herein may include a deductible, but if Franchisee elects to include any deductible, Franchisee shall itself directly cover, in lieu of insurance, any and all City Liabilities that would otherwise in accordance with the provisions of this Franchise be covered by Franchisee insurance if Franchisee elected not to include a deductible. Such direct

coverage by Franchisee shall be in an amount equal to the amount of Franchisee's actual deductible.

7. No Limitation. Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee to the coverage provided in the insurance policies, or otherwise limit the City's recourse to any other remedy available at law or in equity.

EXHIBIT "E"*(Financial Security)*1. Performance Bond.

1.1 Franchisee shall provide to the City a faithful performance and payment bond in the initial amount of **\$50,000** to ensure the full and faithful performance of all of its responsibilities under this Franchise and applicable Laws, including, by way of example and not limitation, its obligations to relocate and remove its Facilities, to restore the Public Rights-of-Way and other property when damaged or disturbed, to reimburse the City for its Direct Costs, and to keep Franchisee's insurance in full force.

1.2 The performance bond shall be in a form with terms and conditions reasonably acceptable to the City and reviewed and approved by the City Attorney.

1.3 The performance bond shall be with a surety with a rating no less than "A-VII" in the latest edition of "Bests Rating Guide," published by A.M. Best Company.

1.4 The Franchisee shall pay all premiums or costs associated with maintaining the performance and payment bond, and shall keep the same in full force and effect at all times. If Franchisee fails to provide or maintain the bond, then the City, in its sole discretion, may require Franchisee to substitute an equivalent cash deposit as described below in lieu of the bond.

1.5 Franchisee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Franchisee, or limit the liability of Franchisee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

1.6 The amount of the bond may, in the reasonable discretion of the City, be adjusted by the City to take into account (1) cumulative inflation, (2) increased risk to the City, (3) the experiences of the Parties regarding Franchisee compliance with its obligations under the Franchise, and (4) issuance of Site Specific Permits for installation of new Facilities. Prior to adjusting the amount of the bond, the City shall provide reasonable notice to the Franchisee and an opportunity to provide comments, and the City shall review and consider such comments that are timely made.

2. Cash Deposit/Irrevocable Letter of Credit in Lieu of Bond.

Franchisee may, at its election, substitute an equivalent cash deposit with an escrow agent approved by the City or an irrevocable letter of credit in form and content reasonably approved by the City Attorney, instead of a performance and payment bond. This cash deposit or irrevocable letter of credit shall ensure the full and faithful performance of all of Franchisee's responsibilities hereto under this Franchise and all applicable Laws. This

includes but, is not limited to, its obligations to relocate or remove its facilities, restore the Public Rights-of-Way and other property to their original condition, reimburse the City for its costs, and keep Franchisee's insurance in full force.

In the event that the Franchisee fails to cure a Default as provided in Section 6 of the Franchise, the City may, at its option, draw upon the cash deposit or letter of credit up to the amount of the City's costs incurred to cure Franchisee's default. Upon the City's cure of Franchisee's default, the City shall notify Franchisee in writing of such cure.

In the event that the City draws upon the cash deposit or letter of credit, Franchisee shall thereupon replenish the cash deposit or letter of credit to the full amount as specified herein or provide a replacement performance and payment bond.

EXHIBIT "F"*(Contractor/Subcontractor Insurance Requirements)*

1. General Requirement. Prior to commencing and during the period of Work performed within the Franchise Area, Franchisee's contractors and subcontractors (hereafter the "Contractors") must have in place adequate insurance to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from, or are connected with this such Work.

2. Minimum Insurance Limits. The Contractors shall maintain the following minimum insurance coverages and limits:

2.1 Commercial General Liability: insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis, and shall provide coverage for any and all costs, including reasonable defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Coverage must be written with the following limits of liability:

\$1,000,000 per occurrence,
\$2,000,000 general aggregate and
\$1,000,000 products/completed operations aggregate.

2.2 Automobile Liability: shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least \$1,000,000 per occurrence.

2.3 Workers Compensation Insurance: shall be maintained during the period of such Work to comply with statutory limits for all employees.

3. Endorsements. Commercial General Liability insurance policies shall contain, or be endorsed to contain, the following:

3.1 The Contractor's insurance coverage is primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to it.

3.2 Contractor, through policy endorsement, waives its rights of subrogation against the City for all claims and suits.

3.3 That the coverage applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.4 The Contractor's insurance shall name the City as an additional insured, to protect or insure as an additional insured, from and against Liabilities arising out of Work performed in the Public Rights-of-Way under a grant of authority of the City.

3.5 The Contractor's insurance shall include a requirement that the "railroad exclusion" be deleted or may include, in the alternative, ISO endorsement CG 24 17 or equivalent.

3.6 The insurance coverages and limits provided herein shall not be canceled without thirty (30) days written notice first being given to the City, with the exception that ten (10) days' notice is required for cancellation resulting from non-payment of premium. If the insurance is canceled or reduced in coverage, Franchisee shall provide a replacement policy.

4. Acceptability of Insurers. Each insurance policy required herein shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial strength rating at all times during coverage of no less than an "A-" and in a financial size category of no less than "VII", in the latest edition of "Best's Rating Guide" published by A.M. Best Company. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Contractor shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

5. Verification of Coverage. The Franchisee shall furnish the City with Contractors' signed certificates of insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability policies of the Contractors. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices.

6. No Limitation. Contractor's maintenance of insurance policies required herein shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee or contractor to the coverage provided in the insurance policies, or otherwise limit the City's recourse to any other remedy available at law or in equity.

CHRISTIE MALCHOW – COUNCIL REPORT

OCTOBER 16, 2018

Discussion: SCA Committee applications

- Current committee placement
 - Christie Malchow: Domestic Violence Task Force, PSRC Executive Board (Alternate)
 - Karen Moran: King Co. Flood Control District (Alternate)
 - Ramiro Valderrama: Regional Law, Safety & Justice Committee
 - Pam Stuart: GMPC (Alternate)
- Applications are due to SCA by October 31st. Please email the form to submit your desired committee(s)
- Link to form Mike Sugg put together: <https://1drv.ms/x/s!AraSowfUQWoxgQrmaPYEeTZiOo5Q>

Discussion: SCA Legislative Priorities 2019

- Redline version was emailed on 10/11/18, please refer to the PDF & provide any feedback at the meeting.

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
Nov 2018				
Mon 11/05	10/29	6:30 pm	Study Session	Presentation: King County Transit Community Connections Discussion: 2019-20 Budget (30-minutes)
Tues 11/06	10/29	6:30 pm	Regular Meeting	Public Hearing/Ordinance: Interim Development Regulations (90-minutes) Public Hearing/Resolution: Housing Strategy Update (15-minutes) Public Hearing/Ordinance: 2019 School Impact Fee Update (15-minutes) Public Hearing/Ordinance: First Reading of the 2019-20 Budget Public Hearing/Ordinance: First Reading for the 2019 Property Tax Levy Ordinance <u>Consent:</u> Contract: Big Rock Park Site B Phase I Improvements/KPG Resolution: ELSP/SE 33 rd Crosswalk Project Acceptance
Tues 11/13	11/05	6:30 pm	Joint Study Session w/Park & Rec Com.	Discussion: King County Parks Levy Funding Development & Land Conservation Initiative (30 minutes) Discussion: Lower Commons Master Plan/Town Center Plaza (45 minutes) Update Update: Issaquah Pine Lake Road Design Presentations: Public Works Standards Annual Update
Tues 11/20	11/12	6:30 pm	Regular Meeting	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 <u>Consent:</u> Proclamation: Small Business Saturday Contract: ITS Phase 2 Design/TBD Resolution: Sahalee Way Stormwater Tightline Project Acceptance
Dec 2018				
Mon 12/03	11/26	6:30 pm	Study Session	Discussion: 2019 Comprehensive Plan Amendments – Docket Requests (60-minutes)

Last printed 10/12/18

Tues 12/04	11/26	6:30 pm	Regular Meeting	<p>Public Hearing/Resolution: 2019 Comprehensive Plan Amendments – Docket Requests (30-minutes) Ordinance: Final Reading Annual Amendments to the Comprehensive Plan (30-minutes) Resolution: Adopting the Police Services Study</p> <p><u>Consent:</u> 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 Contract: Park Landscaping/Badgleys Landscape Contract: ROW Landscaping/Badgleys Landscap Contract: Parks Street Cleaning/Best Parking Lot Contract: Fence Repair/Industrial Solutions Contract ROW Slope Mowing/Plantscapes Contract: Janitorial/Patriot Maintenance Contract: Stormwater System Cleaning/Pro Vac Contract: Traffic Control/Altus Traffic Contract: Bark Services/Pacific Topsoil Contract: Pressure Washing/Durham Painting Contract: Door Access/Western Entrance Contract: Pond Mowing/AtWork! Contract: Excavation/May Valley Contract: HVAC Monitoring/Ecotone Contract: HVAC Repair/Pacific Air Contract: 2019-2020 City-wide Water Quality Monitoring - Consultant Services/TBD Resolution: Flashing Yellow Arrow Installation Project Acceptance Resolution: Minor Intersection Improvements Project Acceptance Resolution: 212th Way SE Project Acceptance Resolution: East Lake Sammamish Parkway Ditch Maintenance Project Acceptance</p>
Tues 12/11	12/03	6:30 pm	Study Session	
Tues 12/18	12/10	6:30 pm	Regular Meeting	<u>Consent:</u>
Jan 2019				
Mon 1/7	1/2	6:30 pm	Study Session	
Tues 1/8	1/2	6:30 pm	Regular Meeting	
Tues 1/15	1/9	6:30 pm	Study Session	

Last printed 10/12/18

Tue 1/22	1/16	6:30 pm	Regular Meeting	Council Retreat Week (tentative)		
Feb 2019						
Mon 2/4	1/30	6:30 pm	Study Session			
Tues 2/5	1/30	6:30 pm	Regular Meeting			
Tues 2/12	1/6	6:30 pm	Study Session			
Tue 2/19	1/13	6:30 pm	Regular Meeting			
Mar 2019						
Mon 3/4	2/27	6:30 pm	Study Session			
Tues 3/5	2/27	6:30 pm	Regular Meeting			
Tues 3/12	3/6	6:30 pm	Study Session			
Tue 3/19	3/13	6:30 pm	Regular Meeting			
Apr 2019						
Mon 4/1	3/27	6:30 pm	Study Session			
Tues 4/2	3/27	6:30 pm	Regular Meeting			
Tues 4/9	4/3	6:30 pm	Study Session			
Tue 4/16	4/10	6:30 pm	Regular Meeting			
			To Be Scheduled	To Be Scheduled	Parked Items	
			<ul style="list-style-type: none"> Lk. Sammamish Water Level Growth Centers Internet Usage & Social Media Policies Indexing the impact fee rates Small Cell Facility Technology <u>Discussion</u>: Issaquah Pine Lake Road Phase 1- Project Update (moved to 2019) Discussion: Transportation Master Plan Update and Traffic Impact Fee Update (60-minutes) 	<ul style="list-style-type: none"> Special Events Ordinance Maintenance Safety Program Adoption M&O Strategic Plan Fleet Management Policy Roadway Funding Strategy Maintenace & Fire Station Facility Assessment Franchise Agreement/SPWS Comprehensive Solid Waste Plan Bid Award: Citywide Guardrail Repair/TBD 	<ul style="list-style-type: none"> Inner City Bus Service Good Samaritan Law Plastic Bags Policy on Drones in Parks Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes. Contract: Beaver Lake Park Phase 1 Improvements, Design/TBD 	