



AGENDA

City Council Regular Meeting - Revised

6:30 PM - Tuesday, May 7, 2019

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
	1. Payroll: For the Period Ending April 15, 2019 For a Pay Date of April 19, 2019 in the Amount of \$427,203.88	
	2. Payroll: For the Period Ending April 30, 2019 For a Pay Date of May 3, 2019 in the Amount of \$418,329.23	
4 - 12	3. Approval: Claims For Period Ending May 7, 2019 In The Amount Of \$986,400.85 For Check No. 53764 Through 53912 View Agenda Item	
13 - 16	4. Resolution: Declaring Vehicles and Equipment as Surplus View Agenda Item	
17 - 22	5. Resolution: Appointing Members to the Sammamish Youth	

Board

[View Agenda Item](#)

- 23 - 26 6. **Resolution:** Ending the Mayor's Proclamation of Emergency in Response To the January 23, 2019, Cyber-Security Ransomware Attack on the City

[View Agenda Item](#)

- 27 - 52 7. **Contract:** Enterprise Records Management Assessment / AAKAVS Consulting

[View Agenda Item](#)

- 53 - 58 8. **Approval:** The purchase of hardware for the IT's Network Core Switching Upgrade Project

[View Agenda Item](#)

- 59 - 72 9. **Approval:** SE 4th St/CenturyLink Joint Utility Trench Agreement

[View Agenda Item](#)

- 73 - 92 10. **Approval:** Update Administrative Services Agreement between ICMA Retirement Corporation and the City of Sammamish

[View Agenda Item](#)

- 93 - 100 11. **Interlocal Agreement:** Northeast Sammamish Sewer and Water District - 2019 & 2020 Pavement Program Utility Adjustments

[View Agenda Item](#)

- 101 - 111 12. **Interlocal Agreement:** Sammamish Plateau Water - 2019 & 2020 Pavement Program Utility Adjustments

[View Agenda Item](#)

- 112 - 115 13. **Approval:** Minutes for the April 16, 2019 Regular Meeting

[View Agenda Item](#)

PRESENTATIONS / PROCLAMATIONS

7:10 pm

14. **Special Recognition:** Sammamish Business owner, Geoff Jarman, of Plateau Motors Auto Repair

- 116 15. **Proclamation:** Affordable Housing Week 2019 (May 13-17, 2019)

[View Agenda Item](#)

PUBLIC HEARINGS

7:30 pm

- 117 - 169 16. **Ordinance:** Amending Chapters 14A.05, 14A.10, And 21A.15 Of The City Of Sammamish Municipal Code Relating To Transportation Concurrency And Level Of Service For Road Segments And Corridors; Providing For Severability; And Establishing An Effective Date

[View Agenda Item](#)

UNFINISHED BUSINESS

8:30 pm

Revised: "Ordinance: Relating to Development Regulations Regarding The Design And Construction Of Short Plats And Subdivisions; Amending And Repealing Certain Sections And Subsections Of Sammamish Municipal Code Chapters 16.15, 21A.15, 21A.25, 21A.30, 21A.35 And 21A.40; Terminating Interim Development Regulations; Providing For Severability; And Establishing An Effective Date" - **Revised on 5/7/2019.**

- 170 - 214 17. **Ordinance:** Relating to Development Regulations Regarding The Design And Construction Of Short Plats And Subdivisions; Amending And Repealing Certain Sections And Subsections Of Sammamish Municipal Code Chapters 16.15, 21A.15, 21A.25, 21A.30, 21A.35 And 21A.40; Terminating Interim Development Regulations; Providing For Severability; And Establishing An Effective Date
[View Agenda Item](#)

NEW BUSINESS

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

9:00 pm

- 215 - 216 18. **Report:** Mayor Christie Malchow
[View Report](#)

CITY MANAGER REPORT

EXECUTIVE SESSION – IF NECESSARY

ADJOURNMENT

10:00 pm

LONG TERM CALENDAR

- 217 - 220 [View Calendar](#)

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



MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: May 1, 2019

Re: Claims for May 7, 2019

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51,476.80 +
 5,182.54 +
 86,498.41 +
 1,015.98 +
 378,268.76 +
 463,958.36 +
 986,400.85 *

	\$51,476.80
	\$5,182.54
	\$86,498.41
	\$1,015.98
	\$378,268.76
	\$463,958.36
Check #53764 - 53912	\$986,400.85

Top 10 Over \$10,000 Payments

Vendor	Amount	Details
Marshbank Construction	\$ 329,679.09	SE 4th St Improvement
ICMA401	\$ 54,637.19	Employee benefits
Kenyon Disend	\$ 40,926.77	Legal fees
Lynn Moberly	\$ 36,849.53	Prosecution services
Best Paking Lot Cleaning	\$ 29,141.23	Street sweeping
US Bank	\$ 28,829.65	Visa credit card
KPG Interdisciplinary Design	\$ 25,767.92	Big Rock Park
Puget Sound Energy	\$ 23,827.91	Gas/electricity charges
Hough, Beck & Baird Inc	\$ 23,457.37	Klahanie Park
ICMA457	\$ 20,133.96	Employee benefits

Accounts Payable

Check Register Totals Only

User: tcartmel
 Printed: 4/12/2019 - 11:44 AM

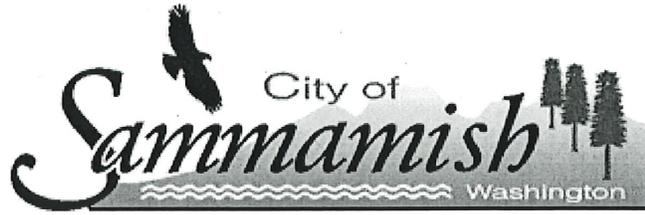


Check	Date	Vendor No	Vendor Name	Amount	Voucher
53764	04/12/2019	COMCAST3	Comcast	1,320.30	53,764
53765	04/12/2019	INVICTUS	Invictus Wireless	1,227.62	53,765
53766	04/12/2019	MAILPO	Mail Post Sammamish	3,812.18	53,766
53767	04/12/2019	NESAM	NE Sammamish Sewer & Water	992.86	53,767
53768	04/12/2019	pse	Puget Sound Energy	23,827.91	53,768
53769	04/12/2019	SAM	Sammamish Plateau Water Sewer	3,383.24	53,769
53770	04/12/2019	TEK	TEK Supply, Inc	8,576.01	53,770
53771	04/12/2019	VERIZON	Verizon Wireless	8,336.68	53,771
Check Total:				51,476.80	

Accounts Payable

Check Register Totals Only

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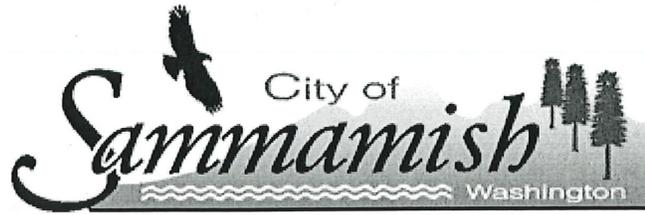


Check	Date	Vendor No	Vendor Name	Amount	Voucher
53772	04/16/2019	VOYAGER	Voyager	5,182.54	53,772
Check Total:				5,182.54	

Accounts Payable

Check Register Totals Only

User: tcartmel
 Printed: 4/19/2019 - 10:55 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
53773	04/19/2019	CASDU	California State Disbursement Unit	663.50	53,773
53774	04/19/2019	CENTURY	CenturyLink	56.55	53,774
53775	04/19/2019	REDUTIL	City of Redmond	34.70	53,775
53776	04/19/2019	WAEMP	State of Wa Employment Security Dep	2,229.43	53,776
53777	04/19/2019	FRONTIR2	Frontier	410.03	53,777
53778	04/19/2019	ICMA401	ICMA 401	54,637.19	53,778
53779	04/19/2019	ICMA457	ICMA457	20,133.96	53,779
53780	04/19/2019	NAVIA	Navia Benefits Solution	1,861.87	53,780
53781	04/19/2019	PSE	Puget Sound Energy	4,514.26	53,781
53782	04/19/2019	REPUBLIC	Republic Services #172	773.12	53,782
53783	04/19/2019	SAM	Sammamish Plateau Water Sewer	130.13	53,783
53784	04/19/2019	WASUPPOR	Wa State Support Registry	215.17	53,784
53785	04/19/2019	WATREAS	Wa State Treasurer	838.50	53,785
Check Total:				86,498.41	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
53786	04/22/2019	INCORPOR	Incorporate Massage Co	420.00	53,786
53787	04/22/2019	STAPLES	Staples Advantage	595.98	53,787
Check Total:				1,015.98	

Accounts Payable

Check Register Totals Only

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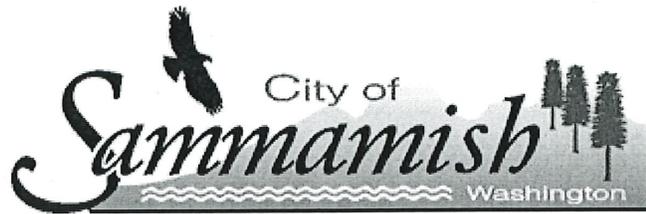


Check	Date	Vendor No	Vendor Name	Amount	Voucher
53788	04/26/2019	ALLSTREA	Allstream	2,164.55	53,788
53789	04/26/2019	BANNER	Banner Bank	16,571.61	53,789
53790	04/26/2019	CAMERA	Carlene Camera	52.80	53,790
53791	04/26/2019	LARSONRO	Robert J Larson	75.63	53,791
53792	04/26/2019	MARSHBAN	Marshbank Construction	329,679.09	53,792
53793	04/26/2019	SAM	Sammamish Plateau Water Sewer	99.21	53,793
53794	04/26/2019	us bank	U. S. Bank Corp Payment System	28,829.65	53,794
53795	04/26/2019	WEDDINGS	Jacque Wedding-Scott	422.01	53,795
53796	04/26/2019	YOUNGGRE	Gregory A Young	374.21	53,796
Check Total:				378,268.76	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
53797	05/07/2019	ADOBE	Adobe Inc.	801.30	53,797
53798	05/07/2019	ALDWORTH	Kurt Aldworth	227.28	53,798
53799	05/07/2019	ALMQUIST	Jesse Almquist	37.25	53,799
53800	05/07/2019	ALTATERR	AltaTerra Consulting LLC	1,092.00	53,800
53801	05/07/2019	ALTUS	Altus Traffic Management	1,538.36	53,801
53802	05/07/2019	AMERICAL	Americall International Inc	299.00	53,802
53803	05/07/2019	AWCCOBRA	Association of WA Cities	1,683.04	53,803
53804	05/07/2019	AUTODOC	Auto Doctor	10,136.94	53,804
53805	05/07/2019	BACKGROU	Background Source Intl	519.00	53,805
53806	05/07/2019	BADGLEY	Badgley Landscape LLC	5,869.60	53,806
53807	05/07/2019	BARTLETT	Bartlett Tree Experts	7,554.25	53,807
53808	05/07/2019	BEST	Best Parking Lot Cleaning, Inc	29,141.23	53,808
53809	05/07/2019	BMC	BMC East LLC	1,243.69	53,809
53810	05/07/2019	BOBS	Bob's Heating & Air	204.00	53,810
53811	05/07/2019	BOHANAN	Martin Bohanan	55.00	53,811
53812	05/07/2019	BRIXTON	Brixton Homes, LLC	593.00	53,812
53813	05/07/2019	BRUNDAGE	Brundage Bone Concrete Pumping Inc	2,341.97	53,813
53814	05/07/2019	BUILDERS	Builders Exchange of WA	66.00	53,814
53815	05/07/2019	CABDOW	Cabot Dow Associates	3,052.50	53,815
53816	05/07/2019	CDW	CDW Govt Inc	16,837.00	53,816
53817	05/07/2019	CERTIFIE	Certified Backflow Testing, Inc	1,800.00	53,817
53818	05/07/2019	CHIEFSE	Chief Seattle Council - BSA	205.84	53,818
53819	05/07/2019	CHOIYUN	Yun Choi	102.00	53,819
53820	05/07/2019	CLEANHAR	Clean Harbors Env Svcs Inc	528.92	53,820
53821	05/07/2019	COLINBAE	Colin Baenziger & Associates	2,500.00	53,821
53822	05/07/2019	COLVINHA	Colvin-Hallett, P.S.	775.00	53,822
53823	05/07/2019	CORT	Cort Party Rental	3,007.74	53,823
53824	05/07/2019	DAILY	Daily Journal of Commerce	699.60	53,824
53825	05/07/2019	DAVEY	Davey Resource Group	1,260.00	53,825
53826	05/07/2019	EVANS	David Evans & Associates, Inc	20,085.49	53,826
53827	05/07/2019	DEBORDDA	Daniel De Bord	95.00	53,827
53828	05/07/2019	dunham	Marlene Dunham	53.82	53,828
53829	05/07/2019	EHSF	Eastside Human Services Forum	6,000.00	53,829
53830	05/07/2019	ELTEC	Eltec Systems LLC	2,270.80	53,830
53831	05/07/2019	ESA	ESA	3,701.25	53,831
53832	05/07/2019	ESSERLUK	Luke Esser	4,000.00	53,832
53833	05/07/2019	EVERFORD	Evergreen Ford	77.99	53,833
53834	05/07/2019	EVSAN	Evergreen Sanitation, Inc	990.00	53,834
53835	05/07/2019	FARKAS	Laszlo Farkas	453.14	53,835
53836	05/07/2019	FASTENAL	Fastenal Industrial Supplies	1,004.74	53,836
53837	05/07/2019	FESER	Angie Feser	265.32	53,837
53838	05/07/2019	FIDELIS	Fidelis, Inc	3,762.70	53,838
53839	05/07/2019	FLORES	Dawn Flores	69.83	53,839
53840	05/07/2019	GEOSYNTE	Geosyntec Consulting Inc	7,102.75	53,840
53841	05/07/2019	GRAINGER	Grainger	726.62	53,841
53842	05/07/2019	GRANDEVE	Grand Event Rentals	879.66	53,842
53843	05/07/2019	HDFOWL	H. D. Fowler Company	116.65	53,843
53844	05/07/2019	HARRISWO	Harris Work Systems	3,402.19	53,844
53845	05/07/2019	HENDRIKU	Hendrikus Organics, Inc.	7,507.51	53,845
53846	05/07/2019	HERMANO	Hermanson Co LLP	1,728.09	53,846

Check	Date	Vendor No	Vendor Name	Amount	Voucher
53847	05/07/2019	HONEY	Honey Bucket	2,037.00	53,847
53848	05/07/2019	HOUGHBEC	Hough Beck & Baird Inc	23,457.37	53,848
53849	05/07/2019	IGNACIOG	Gilda Ignacio	313.70	53,849
53850	05/07/2019	INTEGRIT	Integrity Interior Solutions LLC	10,725.00	53,850
53851	05/07/2019	JAYMARC	Jaymarc AV	309.37	53,851
53852	05/07/2019	JCWILDLI	JC Wildlife Consultant	2,750.00	53,852
53853	05/07/2019	JIRSA	Barbara Jirsa	410.55	53,853
53854	05/07/2019	GALT	John E. Galt	873.75	53,854
53855	05/07/2019	JORDANCH	Chris Jordan	205.32	53,855
53856	05/07/2019	KANJIMMY	Jimmy Kan	55.00	53,856
53857	05/07/2019	KENYON2	Kenyon Disend PLLC	40,926.77	53,857
53858	05/07/2019	KINGFI	King County Finance A/R	2,037.72	53,858
53859	05/07/2019	KCRADIO	King Cty Radio Comm Svcs	1,115.40	53,859
53860	05/07/2019	KIRKBRIA	Brian Kirkland	148.49	53,860
53861	05/07/2019	KPG	KPG Interdisciplinary Design	25,767.92	53,861
53862	05/07/2019	LESSCHWA	Les Schwab Tire Center	545.91	53,862
53863	05/07/2019	LEYTON	Kimberly Leyton	831.93	53,863
53864	05/07/2019	LMGSECUR	LMG Security	8,887.50	53,864
53865	05/07/2019	LONDONNI	Nicole London	500.00	53,865
53866	05/07/2019	MERIDIAN	Meridian Center Electric	59.00	53,866
53867	05/07/2019	MICROSOFT	Microsoft	2,307.74	53,867
53868	05/07/2019	MINUTE	Minuteman Press	666.59	53,868
53869	05/07/2019	MOBERLY	Lynn Moberly	36,849.53	53,869
53870	05/07/2019	MORUP	Morup Signs Inc	315.00	53,870
53871	05/07/2019	MYER	Anjali Myer	51.74	53,871
53872	05/07/2019	NESCO	Nesco LLC	3,580.51	53,872
53873	05/07/2019	NORDEJOR	Jordan Norde	116.75	53,873
53874	05/07/2019	NETRUCK	North End Truck Equip Inc	4,019.49	53,874
53875	05/07/2019	NWPLAY	Northwest Playground Equipment	4,940.54	53,875
53876	05/07/2019	NWELECTR	NW Electric & Solar	165.00	53,876
53877	05/07/2019	OTAK	Otak	2,139.61	53,877
53878	05/07/2019	PACAIR	Pacific Air Control, Inc	1,007.14	53,878
53879	05/07/2019	PACGOLF	Pacific Golf & Turf	13,134.78	53,879
53880	05/07/2019	POA	Pacific Office Automation	1,618.55	53,880
53881	05/07/2019	PACOFF	Pacific Office Automation Inc.	184.80	53,881
53882	05/07/2019	PACSOIL	Pacific Topsoils, Inc	1,070.30	53,882
53883	05/07/2019	pbs	PBS Engineering and Environmental I	1,553.75	53,883
53884	05/07/2019	PEREYRAW	Walter Pereyra	12,575.63	53,884
53885	05/07/2019	PROCOMM	Pro-Comm	72.00	53,885
53886	05/07/2019	PROTH	Prothman Company	18,952.00	53,886
53887	05/07/2019	PSCLEAN	Puget Sound Clean Air Agency	15,380.00	53,887
53888	05/07/2019	PUGETROW	Puget Sound Energy	500.00	53,888
53889	05/07/2019	PYLE	David Pyle	47.00	53,889
53890	05/07/2019	RIGHT	Right! Systems Inc.	1,201.10	53,890
53891	05/07/2019	HALF	Robert Half	566.10	53,891
53892	05/07/2019	RWC	RWC Group	75.46	53,892
53893	05/07/2019	SAM	Sammamish Plateau Water Sewer	1,500.00	53,893
53894	05/07/2019	SEQUOYAH	Sequoyah Electric, LLC	543.50	53,894
53895	05/07/2019	SIGNARAM	Signarama-Redmond	141.08	53,895
53896	05/07/2019	SINGHANU	Anu Singh	161.00	53,896
53897	05/07/2019	sda	Site Development Associates LLC	9,656.50	53,897
53898	05/07/2019	SITEONE	Site One Landscape Supply LLC	21.32	53,898
53899	05/07/2019	SMS	SMS Cleaning, Inc	2,808.00	53,899
53900	05/07/2019	STEINLOT	Stein Lotzkar & Starr P.S. Inc	4,302.00	53,900
53901	05/07/2019	STEVENS	Andrew Stevens	170.52	53,901
53902	05/07/2019	STONESHA	StoneShare Corp	20,000.00	53,902
53903	05/07/2019	STRUIKSM	Johnny Struiksma	221.00	53,903
53904	05/07/2019	SUMNERLA	Sumner Lawn & Saw	125.30	53,904
53905	05/07/2019	SUNBELT	Sunbelt Rentals	9,591.57	53,905

Check	Date	Vendor No	Vendor Name	Amount	Voucher
53906	05/07/2019	TAGS	Tags Awards & Specialties	76.45	53,906
53907	05/07/2019	WATERSH	The Watershed Company	1,157.58	53,907
53908	05/07/2019	TRI-TEC	Tri-Tec Communications, Inc	3,028.30	53,908
53909	05/07/2019	ULINE	ULINE Shipping Supplies	2,717.17	53,909
53910	05/07/2019	VANCEKAT	Kathy Vance	13.00	53,910
53911	05/07/2019	WC3	West Coast Code Consultants, Inc	3,890.00	53,911
53912	05/07/2019	WED	Western Equipment Distributors	320.20	53,912
Check Total:				463,958.36	

Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	Resolution: Declaring Vehicles and Equipment as Surplus		
DATE SUBMITTED:	April 19, 2019		
DEPARTMENT:	Facilities & Fleet		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Approve the Resolution authorizing the surplus of vehicles and equipment.		
EXHIBITS:	1. Exhibit 1 - Resolution		
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 checked="" type="checkbox"/> Transportation	<input 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 checked="" type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Should the City surplus vehicles and equipment as specified in Exhibit 1?

KEY FACTS AND INFORMATION SUMMARY:

The City's Equipment Rental and Replacement Plan calls for the replacement of four vehicles and ten pieces of equipment owned by the City in 2019. If approved, this Resolution (Exhibit 1) declares those vehicles and equipment as surplus. The Resolution lists items that have either reached or exceeded their life cycle, are cost prohibitive to repair or are obsolete and have no value to Maintenance and Operations.

The Sammamish Municipal Code, section [2.50.010\(1\)\(i\)](#), allows the City Manager to sell surplus personal property with an estimated cumulative value of \$50,000 or less.

The attached Resolution proposes the surplus of vehicles and equipment with a cumulative estimated value of \$95,000.00, which requires the approval of the City Council. Surplus equipment of value will be sold at auction and the proceeds credited to the Equipment Rental and Replacement Fund. Items with no monetary value will be recycled or disposed of.

FINANCIAL IMPACT:

The proceeds from the sale of surplus equipment of value will be credited to the Equipment Rental and Replacement Fund.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2019-___**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL DECLARING VEHICLES AND EQUIPMENT AS
SURPLUS**

WHEREAS, the City of Sammamish has established an Equipment Rental & Replacement Plan for its vehicles and equipment; and

WHEREAS, the Equipment Rental & Replacement Plan calls for the replacement of four vehicles and ten pieces of equipment owned by the City of Sammamish in 2019;

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

The following vehicle and equipment have been replaced and are declared surplus to the needs of the City and shall be disposed of in a manner prescribed in state law:

2000 Honda Accord, V-13, Inventory Tag #33, License # 609LSP,
VIN # 1HGCG5647YA053396, estimated value of \$1000, replaced with V-73

2008 Ford F350 X-Cab Utility Body Diesel 4WD, V-27, Inventory Tag #669, License # 47804D,
VIN # 1FTWX31RX8EE58079, estimated value of \$18,000, replaced with V-74

2005 Ford Ranger XLT X-Cab 4WD Pickup, V-23, Inventory Tag #444, License # 41142D,
VIN # 1FTZR45E15PA92064, estimated value of \$5,000, replace with V-75

2009 Ford F350 X-Cab Utility Body 4WD, V-30, Inventory Tag #695, License # 47809D,
VIN # 1FDWX37R99EA94449, estimated value of \$19,000, replaced with V-76

2003 John Deere Tractor 4710, E-009, Inventory Tag #281, VIN # LV4710P175947,
estimated value of \$5000, replaced with E-195

2003 Wacke Roller RD25, Inventory Tag #285, Serial # 537484, estimated value of \$9,000,
replaced with E-193

2003 HP Exmark Mower 4820, E-103, Inventory Tag #284, Serial # 394539,
estimated value of \$500, replaced with E-196

2004 John Deere 4x4 Tractor slope mower, E-104, Inventory Tag #390,
Serial #L06420H370299, estimated value of \$20,000, replaced with E-192

2005 Varitech Anti-icer 500-gallon skid, E-115, Inventory Tag #518, Serial # N/A, estimated value of \$1000, replaced with E-194

2006 John Deere 850D utility vehicle, E-124, Inventory Tag #625, Serial #MOHP4DX043963, estimated value of \$3000, replaced with E-197

2008 All-Terrain Mower Deweze, E-125, Inventory Tag #671, Serial #72LC 04A41, estimated value of \$3000, replaced with E-198

2008 John Deere 1200A Bunker/field rake, E-126, Inventory tag 514, Serial #TC1200A145074, estimated value of \$1500, replaced with E-199

2008 John Deere 1600 Turbo Series II Mower, E-127, Inventory Tag #667, Serial #TC1600T060685, estimated value of \$5000, replaced with E-200

2012 John Deere XUV 885D Gator utility vehicle, E-145, Inventory Tag #767, Serial #1M0855D2KD061975, estimated value of \$4000, replaced with E-201

2002 Swenson Sander EV-100 5 yd sander, E-006, Inventory Tag #209, estimated value of \$4000, replaced with S-54.

2008 Meyer Snow Plow package, E-116, Inventory Tag #670, estimated value of \$500, obsolete-will not be replaced

ADOPTED BY THE CITY COUNCIL AT THEIR REGULAR MEETING THEREOF ON THE 7th DAY OF MAY 2019.

CITY OF SAMMAMISH

Mayor

ATTEST/AUTHENTICATED

Melonie Anderson, City Clerk

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk:

Passed by the Council:

Resolution No: R2019- _____

Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	Resolution: Sammamish Youth Board Appointments 2019-2020	
DATE SUBMITTED:	April 30, 2019	
DEPARTMENT:	Parks & Recreation	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	City Council appoint the recommended youth to the 2019-2020 City of Sammamish Youth Board.	
EXHIBITS:	1. Exhibit 1 - Resolution - 2019-20 SYB Appointments	
BUDGET:		
Total dollar amount	\$2,500.00	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	001-076-571-18-31-00 - Parks & Recreation Department - Recreation Programs Section - Office & Operating Supplies	<input type="checkbox"/> Budget reallocation required <input 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 type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Does the City Council approve the recommended youth to the 2019-2020 Sammamish Youth Board?

KEY FACTS AND INFORMATION SUMMARY:

This is a resolution to appoint the 2019-20 Sammamish Youth Board consisting of 52 members. A total of 60 area youth applied for positions on the 2019-20 Youth Board.

All applications were reviewed and evaluated by the six-member leadership committee of the current Youth Board and a member city staff. The recommendation from the review team is to accept all the current members who reapplied (a total of 28 applicants) and after careful review, accept 24 of the 32 new applications. The accepted practice is to objectively (no names revealed) review and score all

applicants. A score threshold is determined and some are not selected based on incomplete applications or failure to demonstrate the qualifications the Board deems as minimal requirements. The evaluation team strongly believes the size of the Board be regulated to best manage group dynamics and encourage individual relationship building.

The 2019-20 recommended board is a total of 52 members, providing a broad representation of Sammamish youth from all school districts within the city limits.

Background:

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

In the spring of each year, the City Council appoints new SYB members for the upcoming school year. The size of the SYB board varies each year and tackles a wide range of service projects each year. Some of these projects include hygiene product drives and food distribution to those in need.

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

Here is a brief overview of SYB demographics for the proposed upcoming 2019-20 school year:

Members	Zip Code
31	98074 - Sammamish
15	98075 - Sammamish
6	98029 – Klahanie

Members	School
17	Skyline High School
24	Eastlake High School
3	Tesla STEM High School
4	Eastside Catholic High School
2	International Community School
1	Beaver Lake Middle School
1	Pine Lake Middle School

Members	School District
29	Lake Washington School District
19	Issaquah School District
4	Private Schools

FINANCIAL IMPACT:

Annual amount of \$2,500 approved in the 2018-19 budget to support the SYB activities and programs.

OTHER ALTERNATIVES CONSIDERED:

If not approved, the 2019-20 Sammamish Youth Board and related activities would cease to exist for the upcoming school year.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[2018 Parks & Recreation Open Space Plan](#)

- Chapter 1 Introduction
 - Department Overview
- Chapter 8 Goals & Objectives
 - Goal 1 Engagement & Promotion
 - Goal 6 Recreation Programming

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2019-**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY
OF SAMMAMISH, WASHINGTON APPOINTING
MEMBERS TO THE SAMMAMISH YOUTH BOARD**

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

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

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

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

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

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

Whereas, the Youth Board Task Force recommended that the City Council appoint the following 52 students to the 2019-2020 Sammamish Youth Board:

Aaditya	Prasad	Tesla STEM High School	10
Abhinav	Gopinath	Skyline High School	11
Aditya	Gopinath	Skyline High School	11
Aleena	Haris	Skyline High School	12
Allison	Taylor	International Community School	8
Amrita	Vivekanandan	Skyline High School	12
Ananya	Goparaju	Skyline High School	12
Anika	Wottreng	Eastside Catholic High School	12
Anthony	Guo	Skyline High School	10
Anwei	Mi	Skyline High School	11
Arya	Jodh	Pine Lake Middle School	8

Atul	Rao	Eastlake High School	12
Aurora	Anderson	Eastside Catholic High School	12
Bridget	Wilson	Eastlake High School	12
Caia	Bornfreund	Eastlake High School	12
Chaithannya	Thandu	Tesla STEM High School	9
Connor	Brown	Eastlake High School	9
Devika	Dwivedi	Eastlake High School	10
Emily	Taylor	Eastlake High School	11
Emma	Huang	Eastlake High School	11
Gauri	Srikumar	Eastlake High School	11
Giorgio	Matessi	Eastlake High School	12
Jake	Harper	Skyline High School	11
Jeremy	Unger	Skyline High School	10
Kanwulia	Onianwa	Eastside Catholic High School	11
Kevin	Xiang	Skyline High School	11
Liam	McKorkle	Eastlake High School	12
Luli	Zhang	Eastside Catholic High School	11
Melody	Mi	Beaver Lake Middle School	8
Michelle	Kim	Eastlake High School	12
Nabrath	Sheriff	Eastlake high school	12
Nathan	Shi	Skyline High School	10
Navtej	Kathuria	Eastlake High School	11
Nicholas	Hysten	Eastlake High School	9
Olivia	Lapinsky	Skyline High School	10
Padmini	Abothu	Eastlake High School	11
Pranavi	Peddibhotla	Tesla STEM High School	11
Raj	Lakhani	Eastlake High School	12
Rian	Alam	Eastlake High School	11
Riya	Lele	Eastlake High School	11
Rohan	Thandu	Eastlake High School	12
Rohan	Krishnan	Eastlake High School	11
Shananda	Dokka	Skyline High School	10
Shaz	Hussain	Eastlake High School	10
Shivali	Ahuja	Eastlake High School	11
Shridhar	Gaur	Skyline Highschool	11
Shweta	Narayanan	Skyline High School	10
Simran	Tandon	Eastlake High School	12
Siya	Mistry	Skyline High School	10
Thevina	Dokka	Skyline High School	11
Vaibhav	Paranji	Eastlake High School	9
Vivian	Lee	International Community School	10

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

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

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____ 2019.

CITY OF SAMMAMISH

Mayor Christie Malchow

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Resolution No.: R2019 - ____

Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	Resolution: Ending the Proclamation of Emergency in Response To the January 23, 2019, Cyber-Security Ransomware Attack											
DATE SUBMITTED:	May 01, 2019											
DEPARTMENT:	Information Technology (IT)											
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
RECOMMENDATION:	Approve the Resolution ending the Proclamation of Emergency.											
EXHIBITS:	1. Exhibit 1 - Resolution											
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>N/A</td> <td><input type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>N/A</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	N/A	<input type="checkbox"/> Approved in budget	Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required			<input checked="" type="checkbox"/> No budgetary impact
Total dollar amount	N/A	<input type="checkbox"/> Approved in budget										
Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required										
		<input checked="" 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 checked="" 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 type="checkbox"/> Transportation	<input 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	
<input type="checkbox"/> Transportation	<input 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:

Should the City Council adopt a resolution ending the Proclamation of Emergency in response to the January 23, 2019 cyber-security ransomware attack.

KEY FACTS AND INFORMATION SUMMARY:

On January 23, 2019, the City of Sammamish was attacked by ransomware. In response, the City Council adopted a Proclamation of Emergency on February 5, 2019, to allow the City to suspend its normal purchasing processes so the City could respond to the attack as quickly as possible.

The conditions warranting the emergency declaration have now subsided. The adoption of this Resolution (Exhibit 1) will end the State of Emergency and allow the City to return to its normal purchasing processes.

FINANCIAL IMPACT:

N/A

OTHER ALTERNATIVES CONSIDERED:

No other alternatives have been considered or recommended.

**CITY OF SAMMAMISH
WASHINGTON**

RESOLUTION NO. R2019-_____

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ENDING THE MAYOR’S
PROCLAMATION OF EMERGENCY IN RESPONSE TO
THE JANUARY 23, 2019, CYBER-SECURITY
RANSOMWARE ATTACK ON THE CITY**

WHEREAS, on January 23, 2019, the City of Sammamish was the target of a cyber-security ransomware attack, which affected the City’s network servers; and

WHEREAS, on February 5, 2019, due to the associated threats to the City’s equipment and intellectual property, Mayor Christie Malchow issued a Proclamation of Emergency, which declared an emergency and authorized the City of Sammamish Interim Director of Emergency Services to take certain actions to respond to the cyber-attack; and

WHEREAS, the City of Sammamish Interim Director of Emergency Services has advised the City Council that the emergency conditions caused by the January 23, 2019, cyber-attack no longer exist and the Proclamation of Emergency may now be rescinded and terminated;

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

Section 1. The emergency conditions caused by the January 23, 2019, cyber-security ransomware attack on the City of Sammamish no longer exist. Accordingly, the Emergency Proclamation made by Mayor Christie Malchow on February 5, 2019, in response to the cyber-attack is hereby terminated.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 2019.**

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: May 1, 2019

Passed by the Council:

Resolution No.: R2019-_____

Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	Contract: Enterprise Records Management Assessment / AAKAVS Consulting	
DATE SUBMITTED:	April 29, 2019	
DEPARTMENT:	City Manager's Office	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to execute a contract with AAKAVS Consulting to perform an Enterprise Records Management Assessment in the amount of \$49,980, and authorize the City Manager to retain a management reserve of 10% (\$4,998) for unanticipated contract services needed to complete the project.	
EXHIBITS:	1. Exhibit 1 - Contract	
BUDGET:		
Total dollar amount	\$54,978	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	001-018-514-30-41-00 - Administrative Services Dept. - Professional Services	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input 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:
Should the City Council approve a contract with AAKAVS Consulting to perform an Enterprise Records Management Assessment?

KEY FACTS AND INFORMATION SUMMARY:
The City Council has often expressed a desire to increase the transparency and accessibility of City records. To achieve this goal, the City Clerk's Office has been directed to develop a records management program that will ultimately provide the public and City staff with improved access to

records. Organization, retention and maintenance of records are core functions of the City, and a records management program will improve accessibility, increase the efficiency of searching for records, and will hopefully lessen the possibility of litigation in the event records cannot or are not provided.

Development of this records management program is anticipated to take at least two years to finish. The first step is to complete an assessment to evaluate current processes, systems and workflows related to the City's records management practices. This assessment will result in recommended improvements to the records management program and a prioritized plan to implement future improvements. This initial assessment would likely be completed by October 2019.

Earlier this year, staff conducted a Request for Qualifications process to find a consultant to complete the assessment. Three firms responded, and AAKAVS Consulting was selected based on their detailed scope of work and positive reference checks. The draft contract with AAKAVS Consulting is included as Exhibit 1.

Following completion of the assessment, the City can solicit proposals from vendors to provide an Enterprise Content Management System (the software) or hire a consultant to complete the records management project on an ad-hoc basis as needed. This determination will be made based on the results of the assessment and the consultant's recommendation.

FINANCIAL IMPACT:

A records management assessment was budgeted in the 2019-2020 Administrative Services Department - Professional Services budget. The assessment will cost \$49,980, and staff are requesting an additional management reserve of 10% (\$4,998) for unanticipated contract services needed to complete the project. Therefore, the total cost of the assessment is not to exceed \$54,978.

OTHER ALTERNATIVES CONSIDERED:

If the City Council prefers, Staff could be directed to recruit for a limited-term Project Manager. It will take several extra months to hire and bring the employee up to speed. The current staffing does not allow for the Clerk's Office to manage this project without additional staff. Alternatively, the City Council could decide not to move forward with this project, in which case no further improvements to our Records Management System would occur until additional staff or a consultant was hired to help with the project.



CONTRACT NUMBER

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

AGREEMENT FOR SERVICES

	Yes	No	
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If Yes – See Paragraph 6

This Agreement is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: AAKAVS Consulting hereinafter referred to as the "Consultant."

Project Description: Enterprise Records Management Assessment

Commencing: (date)

Terminating: (date)

WHEREAS, the City desires to have certain services performed for its citizens; and
 WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;
 NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

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

2. Contract Documents. The Agreement consists of the following documents, which are all incorporated by reference:

- a) This Agreement and all exhibits attached thereto;
- b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
- c) The submitted project quote, bid or proposal
- d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
- e) W-9 Request for Taxpayer Identification #
- f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<u>The City shall pay the Consultant:</u>	Fill in applicable method of payment	
	YES	NO
According to the rates set forth in "Exhibit A"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$	
Other (ex. Hourly):	\$ Per Exhibit A	



3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, ap@sammamish.us for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

4. Termination

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

5. Indemnification/Hold Harmless.

5.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

The City shall defend, indemnify and hold the Consultant, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the City in performance of this Agreement, except for injuries and damages caused by the negligence of the Consultant.

5.2 Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.



5.3 It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Insurance. (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

6.1 No Limitation. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

6.2 Minimum Scope of Insurance. Consultant required insurance shall be of the types and coverage as stated below:

- a) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#).
- b) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- c) Professional Liability insurance appropriate to the Consultant's profession.

6.3 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- a) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- b) Worker's Compensation insurance at the limits established by the State of Washington.
- c) Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

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



6.7 Verification of Coverage. Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

6.8 Notice of Cancellation. The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.9 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

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

8. Non-Discrimination. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

9. Non-Endorsement: As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City. However, the Consultant may freely refer to the work done at the City publicly, and use the City as a reference for other customers without any written consent of the City.

10. Non-Collusion: By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

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

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

13. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

15. Confidentiality. All information regarding the City obtained by the Consultant, and vice versa in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant or the City shall be grounds for immediate termination unless such disclosure is required by law or court

order.



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

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

18. Record Keeping and Reporting.

18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

18.5 The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

19. Ownership of Documents On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.



20. Notices. Notices to the City of Sammamish shall be sent to the following address:
 City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone number: (425) 295-0500

Project Manager: Melonie Anderson, City Clerk

Email: manderson@sammamish.us

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

Company Name: AAKVAS Consulting
 Contact Name: Arnab Bhowmick
 Street Address: 24919 SE 41st Drive Sammamish, WA 98029
 Phone Number: (425) 245-3569
 Email: arnab@aakavs.com

21. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

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

22. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.



By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON:

By:	Date:
Print Name:	Title:

CONSULTANT:

By: <i>Arnav Bhowmik</i>	Date: 05/03/19
Print Name: ARNAV BHOWMIK	Title: FOUNDER & CEO

ATTEST/AUTHENTICATED:

By:	Date:
Print Name:	City Clerk

APPROVED TO AS FORM:

By:	Date:
Print Name:	City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

Enterprise Records Management Assessment

Submitted to

Melonie Anderson
City Clerk
City of Sammamish, WA



Tuesday, April 30, 2019

Submitted by



AAKAVS CONSULTING
24919 SE 41st Dr,
Sammamish, WA 98029



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1. LETTER OF INTEREST

April 30, 2019

Melonie Anderson
 City Clerk
 City of Sammamish, WA

Subject: Proposal for Enterprise Records Management Assessment

Dear Ms. Anderson,

Aakavs Consulting (Aakavs or "we" or "us") is pleased to submit this proposal to provide professional services for the subject project to support the City of Sammamish's (CITY) citywide records management efforts. Following are some strategic advantages that the CITY could leverage by using our team.

- We have extensive experience in researching and developing documentation around evaluations, assessments, benchmarking, peer reviews, best practices, complex enterprise data and records/ content architectures, inter-departmental workflows, records management processes, work plans, presentations, software and platform evaluation and assessment, technical scope of work authoring, design documents, business plans, operations manuals etc. Our background and knowledge on data and records management systems will be directly put to work in this project.
- We have worked with many similar cities and other government organizations in similar scope and capacity to assess and evaluate business processes, workflows, data, and records (paper, digital, human based etc.) and help them acquire and implement software platforms and tools to address their goals and purposes. We will be using that knowledgebase of spatial and aspatial data and records management, SaaS (Software as a Service) applications, cloud repositories, marts and warehouses including the industry standards and best practices in this project.
- We are local and literally located in your backyard. It will be a great honor to serve our own City and help migrate it to the cutting edge twenty-first century technologies. Being local, our customer service and support will be unparalleled. We can be at any meetings within shortest of notice times. Moreover, we will not charge for any travel, rentals, per diem, food, hotels, incidentals etc. The whole budget can be focused on getting actual work done.
- We already know and understand Enterprise Records Management discipline and practices, related business processes and industry standards, platform and system specifications, technical writing related to records management, and the technical/ business needs to manage records appropriately. Our past work on numerous enterprise level projects over the years provides us with the ability to step right in and be productive from day one.
- Our team has extensive technical expertise on cutting edge content and records management methods, systems and technologies including marts on localized servers, web, mobile and cloud – this is one of our prime focus areas of business. We have extensive experience designing, documenting, and publishing technical materials, presentations, and reports for a variety of audience including management and executives related to enterprise records management and



beyond on premises and on cloud (including big data). We expect that various levels of users – from executives to board members to departmental heads to supervisors to citizens – will have different needs related to their roles. We are also well versed with the need and purpose of variety of spatial and non-spatial data that may be required to be produced, hosted, published, or archived, and will work with CITY to develop appropriate records handling methods.

- Our flagship product (under our product wing) is a mobile GIS based cloud SaaS Enterprise Asset Management software(Aktivov). Various local govt. and utilities use this software that manages immense amount of spatial and non spatial data and records indigenously or integrate with various records and content management third party software and systems. This is just an example of our in depth knowledge on secure records management protocols and systems that we deal with every day. IT security is also a major line of business for us as we specialize in secure mobile and cloud products and deployments, data center designs to manage content and records, etc. All these knowledge will be leveraged in this project.
- Our pricing on all of our projects have been very competitive and affordable, with good quality work being delivered. Moreover, we will not charge for any travel related expenses (airfare, rental cars, hotels, food, per diem etc.) as we are local. This will ensure all your budget goes towards actual work, and not travel and incidentals. We will strive to live up to our already established good reputation in the market, and keep delivering good quality work and deliverables at a very affordable price.
- We always walk the extra mile for the success of our customers. We believe in building long term partnerships and be vested in your success. We consider ourselves as a strategic partner on this project rather than just a vendor. This type of partnership is key to the success of critical assessment, planning and evaluation projects, such as the one to be completed under this contract. This also helps ensure long term success is guaranteed as we work on different phases of this project progressively.

Aakavs is a local, woman owned, minority, small business consulting firm dedicated to developing long term partnerships with our customers. We are looking forward to this opportunity and we fully appreciate the effort CITY has made to dive into systematic and programmatic records and content management. Our proposal seeks to complement CITY’s commitment to this important project by providing knowledgeable, high-value consulting services at an affordable price and in a manner that meets or exceeds all of CITY’s critical milestones. I will be managing and executing this project from our Sammamish office, and will be responsible for all technical and financial terms as the designated authority of Aakavs and our team. Please contact me for any and all contract, technical, and financial matters. I look forward to hearing from you. Thank you.

Sincerely,
Aakavs Consulting

Arnab Bhowmick
24919 SE 41st Dr,
Sammamish, WA 98029
Cell:425.245.3569, arnab@aakavs.com

2. PROJECT APPROACH

2.1 INTRODUCTION

Aakavs takes pride in providing a "One-Stop-Shop" for our customers by delivering technology services, records and data management, Cyber Security, asset management, document and content management, IT and GIS services, and enterprise technology consulting solutions. We are a multi-disciplinary firm and provide end-to-end consulting services for your enterprise as trusted systems integrator. Our consultants have successfully delivered world class professional services and solutions to local governments and private sector industries. Relevant to this project, we possess extensive expertise on enterprise records management on different hardware, software, and systems on localized server, web, mobile, and cloud platforms. Being platform and software vendor agnostic (we do not resell any records/content/document management products), we mostly work with our customers and identify software and systems that suit their enterprise and business needs. This product-neutral approach also helps us to act effectively as your agent and work for your best interests rather than for any software vendor. We receive no kick back, commission, or any monetary compensation from any software vendor for the subject project/ domain; hence our approach will be acting in your best interests to ensure your success.

2.2 PROJECT UNDERSTANDING AND METHODOLOGY

The scope of work requested by the CITY is to perform an assessment and evaluation of the current processes, systems, and workflows related to the records management practices, and recommend improvements as well as develop a strategic plan to implement prioritized future improvements. The CITY wishes to review its records management business processes and workflows, records types and contents, completeness and accuracy related to records, and enterprise level IT systems within and across departments to create, manage, access, archive records. The following major issues have been already identified within the CITY that will be further investigated during the project, plus more:

- Multiple inefficient systems and databases, complex business processes, stand-alone “silos” of data and records (sometimes duplicate and inaccurate repositories/ folders/ files), paper and digital formats of records, and some archaic systems/ workflows have organically developed over the years of operations within the CITY since its inception. There is not enough cross-departmental understanding or integration to create, manage, access, archive records in a systematic and programmatic manner.
- The maintenance, access, and knowledge of the right kind of records at the right time are increasingly becoming routine challenges with the increasing number of inter-departmental applications and systems creating records; different formats of records are also being created by various internal and external stakeholders. Information “silos” holds various records within departments/ functions of the CITY while collaboration becomes harder and duplication becomes prevalent. Currency of records become questionable without version controls and proper workflows.
- There is no real content or records management system within the CITY. Dated workflows and technologies also exist including paper trails and formats of records. Lots of labor intensive human based interactions may also add to the complexity as records cannot be tracked using systems or



applications. Localized and human based knowledge on currency of records and repository locations poses threat to business continuity and succession planning.

- Most of the systems and workflows within the CITY consume a lot of records and produce even more records. This is a huge problem from the management standpoint. Lot of records about business processes resides within individual human knowledge base or personal computers, and are not documented or tracked programmatically and systematically anywhere within the CITY. This may result into loss of records and vital information, lawsuits and litigations etc.
- Lack of general information management, e-governance, and IT policies across the CITY appears to be another big issue. The CITY needs to understand what IT systems need to be used and how for what purposes, and how to handle information across departments in an integrated self served way. Though this is out of scope for this project, it's worth noting and bringing it to the CITY's attention.
- The CITY also expressed concerns that enough training and support on systems and workflows for all the users and stakeholders across the CITY may not have been imparted with respect to records management. Training and support are keys to the success of the users. Systems rollouts will be unsuccessful without proper training, adoption, usage, and support. The users will not use a workflow or any IT system unless they are comfortable with it. Lack of training and support encourages users to build their own comfortable "silo" systems, folders, repositories, workflows, and databases. Lack of standardized workflows and systems around records management may have led staff to develop their "own" local systems without proper understanding of its "enterprise readiness".

We propose to develop an overall strategic framework to enable the CITY manage its records in an efficient way following industry standards and best practices to meet its business goals and requirements as detailed below.

2.3 DETAILED TECHNICAL APPROACH

We will bring our extensive knowledgebase on overall local government business and also specific to records and content management in this project. Note that we are proposing a phased implementation approach as follows.

- Phase I – This phase consists of the current project scope as described in this proposal. We envision this phase to be the "inception" phase to build the foundation for an enterprise records management system implementation. The focus in Phase I is to survey, assess, document, identify, and recommend appropriate needs, requirements, workflows, specification, and implementation plan for an enterprise records management system. A recommendations and specifications report, and a strategic implementation plan with tasks, scope, cost and schedule will be developed to provide the CITY with a roadmap of future phases. The idea in this phase is to deliver the CITY everything that it would need in the future phases to work independently without necessarily engaging an external consultant, if the CITY chooses to do so provided it has subject matter experts, and multiple resources with necessary skill sets, knowledgebase, and time to devote to the future phases of intense work without external consultant help.
- Phase II – This phase consists of procuring the enterprise records management software in the future. A request for proposal (RFP) must be developed and used to identify and procure



appropriate software. The CITY has the following options about how to conduct this phase, and the scope/ budget/ timeline for this phase can be developed as a deliverable from Phase I.

- Option 1: The CITY authors the RFP without any external consulting help. No external budget will be needed in this case. The CITY will have sufficient materials from Phase I to do this on its own if the CITY has the required staff, skill sets, knowledge base and time to devote.
- Option 2: The CITY hires a consultant on an ad hoc/ on call basis to assist the CITY in developing the RFP. The CITY will take up the maximum load and the consultant will advise, review, comment, suggest the CITY in the process. Limited budget is needed in this case.
- Option 3: The CITY hires a consultant to develop and author the RFP. The consultant will take up the maximum load and the CITY will advise, review, comment, suggest the consultant in the process. More budget is needed in this case.
- Phase III – Actual implementation of the procured software will happen in this phase following the strategic implementation plan developed in the Phase I. Some of the Phase I deliverables may need to be refined further in this phase along with the records management software vendor depending on what software was chosen. This phase cannot be detailed now due to lack of information and will depend on how this project unfolds and develops in Phase I. The CITY has the following options about how to conduct this phase, and the scope/ budget/ timeline for this phase can be developed as a deliverable from Phase I.
 - Option 1: The CITY may do the implementation on its own if it has resources and subject matter experts with necessary project management and technical skill sets, knowledgebase, and time to oversee such complex implementation.
 - Option 2: The CITY may choose to hire a consultant to oversee the implementation and act as the CITY’s agent to protect the CITY’s interests.

2.4 TASK DETAILS

2.4.1 Task 1 – Kick Off

We will facilitate a project kickoff and planning meeting (3-4 hours of meeting plus preparation time) with the CITY’s Project Manager and key stakeholders (identified by the CITY). The kickoff meeting will be used to start gathering relevant information about the project as follows:

- Discuss and refine the whole project outline, goals and objectives, tasks, schedule, deliverables and milestones
- Identify key stakeholders and participants meetings and workshops; check availability of participants
- Discuss feasibility and format for initial survey questionnaire (e.g. simple MS Word or MS Excel forms, or online instruments like surveymonkey.com) conducted remotely
- Discuss draft questions and structure for initial survey questionnaire



- Identify and schedule dates and times for initial surveys, meetings, and workshops; the idea here is to start with an initial survey questionnaire, follow up with “in-person” interviews, and then present results and build consensus in group workshops that will include all key stakeholders.
- Review and finalize detail agenda for interviews and workshop.
- Establish project communication protocol
- Discuss project risks and mitigation strategies
- Identify necessary background documents, processes, sample records of each record class, and information related to this project; the CITY will help identify these documents and provide us for review.

Deliverables:

- Project preparation, kickoff, and facilitation of the meeting

2.4.2 Task 2 – Review Documentation and Samples

We will review and evaluate relevant background documentation and identified records samples and repositories of record classes to develop an initial understanding of, including but not limited to, the following items:

- How/ what records are collected, created or developed, disseminated, managed etc. by whom (internal, external, public etc.)
- How/ what records are utilized, manipulated, analyzed for internal and external usage
- How/ what records are published, shared, retained, purged etc.
- Policies around records or the lack thereof
- What record classes are internal only vs. external and are made available for public access
- Standard vs. non-standard records and record classes and who can make those requests and how
- What business processes and tasks involve records creation, update, management, search and retrieval, archival etc.
- How tabular and non spatial data is used and managed in general
- What are the sources and mix-ratio of paper vs. digital records
- Public records and legal records needs.

This initial evaluation will reflect the weaknesses and opportunities within the existing workflows that contribute to downstream recommendations, specifications, and policies in CITY’s business operations.

Deliverables:

- Review relevant documentation and records samples

2.4.3 Task 3 – Information Gathering

We will first provide a survey with questions based on our findings from the previous tasks, and then meet with key stakeholders to follow up and develop further understanding on needs, gaps, and requirements. We will work with the CITY very closely in this task to ensure the success of the project. Emphasis will be given to build excellent relationships with the key stakeholders to make them comfortable to discuss their

issues, and be open to new ideas. We will perform the following in this task:

- Finalize the initial survey questionnaire with the CITY (draft and final), and provide that to the CITY's Project Manager for circulation to key stakeholders
- Gather and collate responses from all key stakeholders in a matrix form for easy review and analysis
- Perform analysis on the gathered responses and identify further investigation areas for the follow up interviews. We will review the analysis and findings with the CITY.
- Conduct "in-person" interviews (30-60 mins each) with the key stakeholders to gather in-depth information. We may also conduct interviews in logically relevant groups rather than solo interviews.
- Gather and collate information from all "in-person" interviews for analysis, and review the findings with the CITY
- Follow up, as required, with key stakeholders to complete the information gathering and finalize the findings

Deliverables:

- Draft and Final questionnaire for initial survey
- Conduct all "in-person" meetings
- Collate findings, analyze them, and review those with the CITY

2.4.4 Task 4 – Benchmark Analysis

Benchmarking is most effective when the benchmark organizations have successes to emulate and are comparable to the CITY's own unique situation. We have extensive experience in benchmark analysis methods and facilitating the benchmarking process. We will build on the existing knowledgebase that we already have from working with other local government clients and provide meaningful benchmarking "lessons to learn". Moreover, our asset management software leverages integration with various third party records and content management software; this has provided us with invaluable knowledge about records and content management software functions and their integration readiness within the enterprise.

The first activity will be to select the best organizations for the benchmarking with similar "terroir" - cultural, geographical, size, economic origins. We have some candidate suggestions but this decision will be made in consultation with the CITY. We are proposing to select 3 cities for benchmarking. We will perform telephonic/ Web interviews (1-2 hours each) with the key records management or IT staff in those 3 cities. Benchmarking analysis in terms of their issues and solutions regarding their records management systems, business processes, workflows, pricing, serviceability, architecture and framework, support etc. will be lessons learned that will help the CITY in this project. Insights, success stories, lessons learned, and solution options of how they implemented will be instrumental in defining solutions options for the CITY.

Deliverables:

- Conduct benchmark interviews and follow ups with the 3 cities

2.4.5 Task 5 – Gap Analysis Workshop

We will examine unmet and future needs in light of the CITY's purpose and goals of records management, guided by industry best practices and standards. It is important to first identify how the CITY should manage records better in the future, and then identify workflows and technology solutions to support that. We will use a method called "Backcasting" to assess the gap between current workflows and business processes and the needs they meet vs. desired future scenarios and vision. The Backcasting method differs significantly from Forecasting method. Forecasting first analyses the past and present, and then projects the future based on past and present trends. So, if forecasting is used (which we will not use), the CITY will get at best a model or solution that seems feasible based on its past and present. In the contrary, Backcasting first establishes among the stakeholder groups the future vision of success based on feasible sustainable principles, and then works backwards to deliver the future successfully. Backcasting defines what needs to be done to achieve a common desired future goal, instead of just what may be done based on what has been achieved in the past and present. In Backcasting methodology, we will use the future agreed upon vision of a strategic enterprise framework as the goal, and identify the gaps between present and future. The programmatic recommendations and steps to bridge the gaps will be handled in later tasks. We will work with the CITY very closely in this task to ensure clarity and appropriate communication.

We will perform the following in this task:

- Perform a "Gap Analysis" review using Backcasting method based on the gathered information in previous tasks, and review findings with the CITY Project Manager.
- Prepare to present the finalized findings in a "Gap Analysis" workshop; prepare the agenda and presentation materials with the CITY Project Manager
- Facilitate the "Gap Analysis" group workshop (4 hours) with specific focus to:
 - Present all the gathered information from the initial surveys, "in-person" interviews to the group, and interpretations of gathered information
 - Present the gaps, efficiencies, and deficiencies.
 - Build consensus on the gaps and prioritize them using Related Matrix Approach (RMA). This is a proprietary method used by us to perform weighted criteria analysis on candidate items. The criteria and weights are defined by the stakeholders in advance and then the RMA is used to prioritize items. As a result, all the stakeholders already have a "buy-in" with the outcomes of the analysis from the start.

Deliverables:

- Draft and Final findings report from "Gap Analysis"; this will be a basic report in matrix format. All information from this matrix will be eventually used in Task , 8, and 9.
- Facilitate half day (4 hours) "Gap Analysis" workshop to ensure stakeholder "buy-in", and prioritize the gaps and deficiencies



2.4.6 Task 6 – Solution Options Workshop

Factors considered in the solution options analysis will include general features and functions, costs, benefits, business process improvements, seamless integration across departments, existing records migration, IT systems leverage, ease of use, training and support, and other stakeholder-defined criteria. We will perform the following in this task:

- Perform a “Solution Options Analysis” review to bridge the gaps according to their priorities, and review the solution recommendations with the CITY Project Manager.
- Prepare to present the finalized findings in a “Solution Options” workshop; prepare the agenda and presentation materials with the CITY Project Manager
- Facilitate the “Solution Options” group workshop (4 hours) with specific focus to:
 - Present all the solution options to bridge the identified gaps according to the priorities
 - Present the efficiencies of the solution options e.g. business processes, coverage and accuracy for records and records classes, information access, cross-departmental integration, mobile and cloud options, efficiencies and productivity, costs, information dissemination etc.
 - Build consensus on the preferred solution option for each identified gap and prioritize them using RMA.

Deliverables:

- Draft and Final findings from “ Solution Options” analysis and workshop; this will be a basic report in matrix format. All information from this matrix will be eventually used in Task , 8, and 9.
- Facilitate half day (4 hours) “Solution Options” workshop to ensure stakeholder “buy-in”, and prioritize the solution options

2.4.7 Task 7 – Programmatic Recommendations and Specifications

We will first conduct a broad market swath to find potential COTS (Commercial Off The Shelf) software vendors, and compare them against the prioritized requirements based on the findings, needs, gaps, and solutions options. We will share the findings in a matrix format with the CITY and jointly shortlist top 3 candidates. We will coordinate with the top 3 records management COTS software vendors and facilitate their demos either onsite at the CITY or online. We will be revising recommendations and specifications as appropriate using the findings from the demos in this task and subsequent tasks.

We will identify and recommend practical combination options of business process improvements and compatible technology solutions. The resulting programmatic recommendations will be presented as a comprehensive set of technology investments, workflow realignments, business process improvements, and change management with priorities – all of these will have confirmation, consensus, and “buy-in” from the key stakeholders. Textual and tabular information may be supplemented by appropriate artifacts e.g. future workflows, IT system architecture and functions/ features etc. The outcome of this task will be a set of recommendations that may be used as specifications by the CITY to author the RFP for procuring the records management software. Note that this task may occur in parallel to the “Task 8: Strategic



Implementation Plan” so that these two tasks are in synchronization of solutions proposed and specified, and how to implement them. The recommendations and specifications may also be refined during the future phases as needed.

We will submit this report to the CITY within 20 business days from the completion of the preceding relevant task(s). The CITY will review the report and provide one consolidated feedback in the same word document with “track changes” within 10 business days of receiving the initial draft document. We will discuss with the CITY, incorporate the CITY’s comments, and deliver the final version of the document within 15 business days of receiving the CITY’s consolidated comments. The CITY will issue an acceptance (via email is ok) of the final report on receiving it.

Deliverables:

- Perform market research to shortlist top 3 COTS vendor candidates; review findings with the CITY in a matrix format
- Coordinate and Facilitate top 3 shortlisted records management COTS vendor demos
- Draft and Final Report

2.4.8 Task 8 – Strategic Implementation Plan

Aakavs will develop a phased implementation plan that will outline tasks, activities, responsibilities, schedule, and budget including appropriate internal CITY resource loading. The plan may also provide a phased roadmap to guide the implementation itself, and possible integration with all relevant workflows and systems (including SharePoint and internet project), training, policies (including document localization issues), sponsorships, business continuity and succession planning, resource availability and needs (including internal City staff ownership of operating and maintaining records management system), business process and workflow changes, system administration and support, project communications, and risk management. Note that this task will occur in parallel to the “Task 7: Programmatic Recommendations and Specifications” so that these two tasks are in synchronization of solutions proposed and specified, and how to implement them.

We will submit this report to the CITY within 20 business days from the completion of the preceding relevant task(s). The CITY will review the report and provide one consolidated feedback in the same word document with “track changes” within 10 business days of receiving the initial draft document. We will discuss with the CITY, incorporate the CITY’s comments, and deliver the final version of the document within 15 business days of receiving the CITY’s consolidated comments. The CITY will issue an acceptance (via email is ok) of the final report on receiving it.

Deliverables:

- Draft and Final Strategic Implementation Plan

2.4.9 Task 9 – Final Presentation

We will prepare and facilitate a final presentation and Q&A session (2 hours) to present the work that has

been performed in Phase I including the methodology and the outcomes, and outline the roadmap for the upcoming phases. Key stakeholders and participants will be required to be present during this task. This task is important to present the consensus that has been built during the project and confirm a final “buy-in”. The presentation will be done at the preferred CITY facility. We will review the presentation with the CITY’s Project Manager beforehand to ensure appropriate materials are covered. We would also encourage the CITY Project Manager to do certain parts of the presentation with us, if comfortable.

Deliverables:

- Review Draft presentation with the CITY Project Manager
- Final Presentation onsite

2.4.10 Task 10 – Project Management

We will manage the project to meet project goals and objectives by critical schedule milestones within the allocated project budget. We recognize the importance of moving this program forward in a timely manner in the most economic way. Due to the unfolding nature of the work, which will be defined in more detail through each task, the project cost accounting and invoicing will be managed on a time and materials basis. We will notify the CITY at 25%, 50%, and 75% budget consumption milestones and compare that with task completion percentage. Figure 1 presents a summary of the project schedule. Table 1 provides the cost structure.

As part of project management, we will:

- Communicate with the CITY’s Project Manager on a regular basis as needed to ensure timely and effective completion of tasks.
- Ensure deliverables are submitted on a timely manner
- Manage all tasks within budget and schedule by resolving conflicts and managing risks
- Conform the quality of deliverables to industry standards
- Verbally report via a scheduled telephone call or “in-person” to the CITY’s Project Manager on a bi-weekly basis regarding status and issues. Ad hoc calls and meetings can be done as needed.
- Prepare a monthly written status report to accompany the monthly invoice. The report will cover activities by task, scope, schedule, and budget compliance.

Note that no contingency is planned for this phase; any enhancements or scope increases should be handled by change orders.

Major Assumptions

Following are the major assumptions:

- The CITY will help us in terms of information gathering, meeting scheduling, stakeholder participation, and coordination of the whole project



- The CITY will provide assistance in order to mitigate any risk during the project
- The CITY will ensure all reviews with comments are provided to us on a timely manner
- The CITY will provide us with appropriate access to infrastructure and stakeholders as required to execute each task successfully
- The CITY will help us to keep the scope from creeping in order to finish the Phase I on time and within budget. Scope creeps in this type of inception phases of projects are quite common as we get into discovery, assessment, and analysis. Both the CITY and us have to collectively control scope and document wish list items.

2.5 PROJECT PRICE AND SCHEDULE

Following table and figure presents the cost and proposed schedule for this project. Note that there is no tax as this is a professional services project, and no travel related expenses as we are local. Also note that we can move hours between our tasks and resources as needed during the project.

City of Sammamish		Project Director/ Lead Consultant	Solutions Analyst	Labor	Total
	Hourly Rates	165	90	Hours	
Work Breakdown Structure					
Task 1 - Project Kick-Off		6		6	990
Task 2 - Review Documentation and Samples		16	4	20	3,000
Task 3 - Information Gathering		26		26	4,290
Task 4 - Benchmark Analysis		6	8	14	1,710
Task 5 - Gap Analysis Workshop		27		27	4,455
Task 6 - Solution Options Workshop		27	8	35	5,175
Task 7 - Programmatic Recommendations and Specifications		90		90	14,850
Task 8 - Strategic Implementation Plan		80		80	13,200
Task 9 - Final Presentation		4		4	660
Task 10 - Project Management		10		10	1,650
Total		292	20	312	49,980

Table 1: Costs

The tentative start date for the project is Monday May 20, 2019, and the project will be finished within 5 months. Note that all the dates presented in the schedule below are tentative; depending on when the CITY actually wants to start the project and the availability of CITY resources, all dates will be adjusted likewise. Note that the “Green” color tasks are led by the CITY while the blues ones are led by us.



Records Management Assessment – Proposal

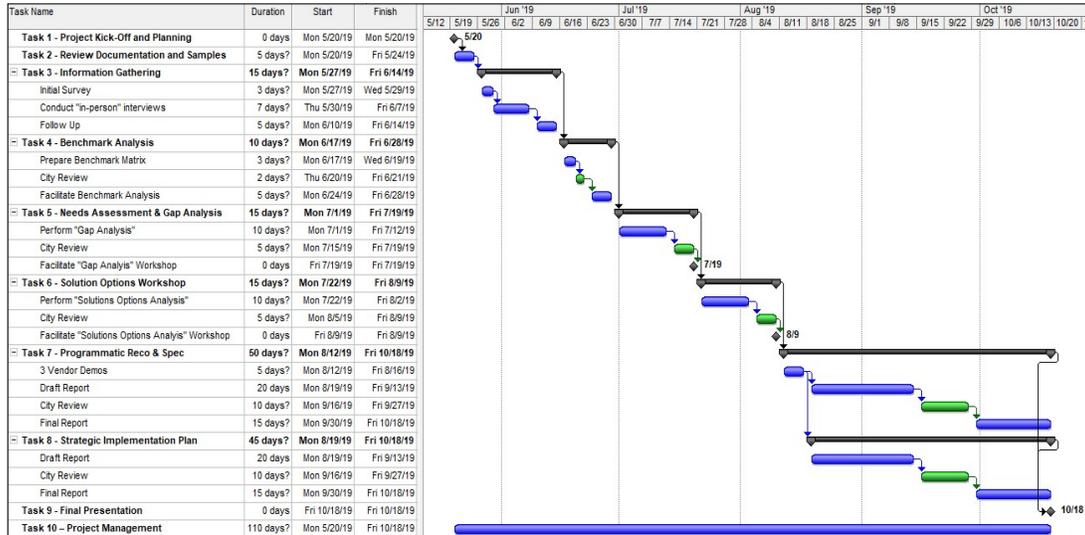


Figure 1: Schedule

3. TEAM QUALIFICATIONS AND EXPERIENCE

3.1 RELEVANT PROJECT DESCRIPTIONS

In each of the projects described below, we have scoped, designed, developed, and implemented enterprise level assessments and evaluation with many more functions and system beyond just records management over several project phases and years. Our recommendations are still being implemented in various projects till date.

City of Issaquah, WA: Mr. Arnab Bhowmick is leading this multi-year multi-phase strategic enterprise project, IT systems development and integration project as the enterprise architect, project manager and lead integration specialist. We are into the fifth phase now with the city enhancing and integrating city-wide Asset Management Program and Work Order system. In the first phase, we conducted a similar but much broader scope of work involving all systems and department functions city-wide (not just records management) for software, workflows, and efficiencies. An inventory of existing IT systems and databases, business processes, inter-departmental integration issues, efficiencies, and deficiencies were documented. Multiple online and in-person surveys/interviews and group workshops were conducted to gather data and build consensus. Key stakeholders within each city department were interviewed in terms of their systems and integration needs, business process improvement requirements, and data needs. A comprehensive assessment was conducted based on gathered information and through an involved and interactive process. Benchmark analysis and Solutions Options analysis were also performed to identify appropriate software and data solutions for the city. Enterprise systems acquisitions were strategically planned to serve as the business intelligence backbone to manage data and services. All specialized software and systems in each department including Development Services, Engineering, Public Works, Finance, City Clerk, Parks, Natural Resource and Sustainability, Police, HR, Sustainability, Physical Security, including Cameras, Communications, Mayor’s Office, etc., leveraged the common enterprise architecture for

integration and communication. Programmatic recommendations and multi-year implementation plan were developed as part of strategic planning. Multiple web/ cloud/ mobile applications were acquired, developed and integrated within the city's functions over the years. Chris, the then IT Manager, has retired. Bret, the Public Works Director, has been involved since the beginning of our engagement with the city and has seen our work over the last 8+ years. We are still working with Bret in the scope of asset management implementations.

City of Port Angeles, WA: Mr. Arnab Bhowmick led this enterprise level project and all the multiple projects inside the program. We are in planning stages right now to move the city to cloud based operations with all the data hosted on cloud and managed services. In the past, Arnab served as the project manager, enterprise architect and lead integration specialist during all the phases. In the first phase, we conducted the systems infrastructure study and assessment, departmental business processes analysis, development of enterprise architecture, needs evaluation for each CITY department, and enterprise IT architecture design. Weaknesses and gaps were identified and appropriate COTS software solutions were recommended. In the second phase, an implementation plan was developed including budget, milestones and schedule. Integrating the financial system (Sunguard) and their document management system (LaserFiche) was critical during the implementation. In the third phase, we developed custom operations and management dashboards to monitor the CITY's Key Performance Indicators (KPIs) regarding asset management and real time data feed from SCADA systems.

City of Renton, WA: Mr. Arnab Bhowmick led this multi-year, multi-phase enterprise systems development and integration project that includes Data Management, Records and Content Management, Asset Management, Survey Monument preservation, and GIS. He played the role of the enterprise architect, project manager, and lead integration specialist. In the first phase, an inventory of existing systems, workflows and business processes, inter-departmental integration issues, and programmatic deficiencies was documented. Each city department and key stakeholders were interviewed in terms of their systems, functional, and integration needs, business process improvement requirements, and data needs. A comprehensive assessment was conducted based on gathered information, and a strategic plan and solution options were identified. Programmatic recommendations were made and implementation plan was developed with appropriate COTS software and custom development solutions. In the second phase, various programs was revamped, which included some data development. Technology services programs were refined and streamlined within the city. Bob McOnie and J.D.Wilson who worked with us closely to manage various projects have both retired but available for reference.

3.2 TEAM STRUCTURE & RESOURCE RESUMES

We propose to use proven professionals who have extensive experience relevant to the subject project. We have had held senior positions in professional organizations, received professional awards, and are invited speakers at professional meetings and conferences.

Arnab Bhowmick, B.Engg., M.S., GISP, LEED AP – Project Director/ Manager, Enterprise Architect

Arnab will be lead this project to completion. He was the lead a variety of enterprise level management programs in the last 21+ years. He has extensive technical and managerial experience in information systems, strategic planning and assessment, systems architecture, application, data/ records, and implementation and management of IT projects. He has led numerous projects involving user needs, benchmarking, and gap and options analyses, strategic planning and governance, comprehensive assessments, recommendations development, cost justification, systems architecture, data conversion,



Records Management Assessment – Proposal

applications development, and systems integration and administration. His domain expertise includes mainly federal, state, local government, with some private sector customers.

Arnab has received several certificates and honors including:

- “iManage” Document Management System – Certified Systems Engineer
- Served as a “Voyager” - prestigious leadership and management program within Weston Solutions
- Certification in Strategic Sustainable Development – Blekinge Institute of Technology, Sweden
- LEED (AP) Certification
- GISP Certification from GISCI
- Special Achievement Award in GIS by ESRI at the ESRI International User Conference
- Numerous ESRI Certifications on GIS systems including architecture and design
- ISO and JRDQV Quality Awards in India

Arnab had a project management and lead role in various enterprise level assessment, evaluation, and implementation of projects over his career nationally and internationally; a small selection of those customers are: CITY of Issaquah (WA), CITY of Port Angeles (WA), CITY of Renton (WA), CITY of Sultan (WA), CITY of Bellevue (WA), CITY of Edmonds (WA), CITY of Seattle (WA), Seattle Public Utilities (WA), Seattle CITY Lights (WA), King County Roads Division (WA), King County Water and Sewer Districts (WA), Mukilteo (WA), Coal Creek (WA), Alameda County (CA), State of New Mexico CIO Office (NM), Cucamonga Valley Water District (CA), State of Wyoming Water Rights (WY), CITY and County of Walla Walla (WA), County of Josephine (OR), Oregon Department of Administrative Services (OR), CITY of Encinitas (CA), Bonneville Power Administration (OR), NATO (US and Europe), Nokia Siemens (WA), Amazon Inc. (WA), CenturyTel Telecom (WA), Geological Survey of India (India), State of West Bengal (India), Calcutta Metropolitan Development Authority (India).

Adam Mouton, M.S. – Solutions Analyst

Adam has more than 15 years of technical and managerial experience in analysis, databases and records management, information systems, resource management, technology projects and management consulting. He has worked in various private sector (e.g. Microsoft) and government projects (e.g. NOAA), has extensive understanding about local govt. processes and issues, and will be assisting Arnab during the project.

3.3 REFERENCES

<p>Bret Heath Director of Public Works City of Issaquah, WA breth@issaquahwa.gov (425) 837-3470</p>	<p>Bill Hale GIS/ IT Analyst City of Port Angeles, WA bhale@CITYofpa.us (360) 417-4810</p>	<p>Robert T. Mac Onie Jr., PLS CED/ Planning Department City of Renton, WA 253.632.1780</p>
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Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	Authorization to purchase hardware for the IT's Network Core Switching Upgrade Project.	
DATE SUBMITTED:	April 30, 2019	
DEPARTMENT:	Information Technology (IT)	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the Acting City Manager to sign an agreement to purchase the materials needed for the Network Core Switching Upgrade Project from Right Systems in an amount not to exceed \$38,350 plus Washington State Sales tax.	
EXHIBITS:	1. Exhibit 1 - Vendor Quotes	
BUDGET:		
Total dollar amount	\$538,000	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	502-000-518-81-48-00 - Technology Replacement Fund - Repair and Maintenance	<input type="checkbox"/> Budget reallocation required <input 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 City Council authorize the Acting City Manager to purchase the necessary equipment for the Network Core Switching Upgrade Project?

KEY FACTS AND INFORMATION SUMMARY:

This set of hardware is part of the Network Core Switching Upgrade project. The current main City switch is at the end of its life and the end of technical support. The current switch is also a single point of failure - if this device fails, all City services will be unavailable. The proposed equipment will be what

is referred to as a "stackable switch." Five independent switches will act as one, if one of the five fails, the others will pick up the load fail-over, in other words, automatic recovery of service.

FINANCIAL IMPACT:

The quotes were solicited from three vendors. Based on price and the type of equipment being provided, the decision was made to purchase the equipment from Right Systems, who provided the lowest responsive quote.

OTHER ALTERNATIVES CONSIDERED:

The current equipment is at the end of its useful life. The stacked network switch solutions follows IT's best business process.



Right! Systems, Inc.
 11911 NE 1st Street
 Suite 212
 Bellevue, WA 98005
 Phone: (425) 732-6272

QUOTE	
Date	04/29/19
Quote #	RSIQ44784-04
SalesRep	Maddison Small (425) 732-6272
Prepared By	Jared Luther 800-571-1717
Customer Contact	Steve Schommer (425) 295-0554 SSchommer@sammamish.us

Customer	Bill To	Ship To
City of Sammamish Steve Schommer (425) 295-0554 486 228th Ave NE Sammamish, WA 98074 United States	City of Sammamish Steve Schommer (425) 295-0554 486 228th Ave NE Sammamish, WA 98074 United States	City of Sammamish Steve Schommer (425) 295-0554 486 228th Ave NE Sammamish, WA 98074 United States

Terms: NET 30	Ship Via: Ground
Special Instructions:	Description: Network Architecture & Upgrade (Meraki Switches) - HQ Project

#	Description	Part #	Qty	Unit Price	Ext. Price
1	Meraki MS250 Switches				
2	Cisco Meraki Cloud Managed MS250-48FP - Switch - L3 - managed - 48 x 10/100/1000 (PoE+) + 4 x SFP+ - desktop, rack-mountable - PoE+ (740 W)	MS250-48FP-HW	5	\$6,147.80	\$30,739.00
3	Cisco Meraki Enterprise - Subscription license (7 years) + 7 Years Enterprise Support - 1 switch - for P/N: MS250-48FP-HW	LIC-MS250-48FP-7YR	5	\$1,351.10	\$6,755.50
4	Connectivity				
5	Cisco Meraki - Stacking cable - QSFP to QSFP - 1.6 ft	MA-CBL-40G-50CM	4	\$59.00	\$236.00
6	Cisco Meraki - Stacking cable - QSFP to QSFP - 10 ft	MA-CBL-40G-3M	1	\$177.00	\$177.00
7	Cisco Meraki - Direct attach cable - SFP+ (M) to SFP+ (M) - 10 ft	MA-CBL-TA-3M	5	\$88.50	\$442.50
Sub Total					\$38,350.00

Authorized Signature _____ Title _____ Date _____

By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

Terms and Conditions

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.



My Cart Detail

	Product	Unit Price	Qty	Total
	Cisco Meraki MS250-48FP Enterprise License and 7-Years Support Virtual delivery Item#: 33759507 Mfg. Part#: LIC-MS250-48FP-7YR	\$1,668.95	5	\$8,344.75
	Cisco Meraki Cloud Managed MS250-48FP 1U RM L3 Managed Switch 48xGbE PoE+ 4x10GbE uplink 1xPSU Call for next available delivery Item#: 33253872 Mfg. Part#: MS250-48FP-HW	\$7,592.95	5	\$37,964.75
	Cisco Meraki 40GbE QSFP Stacking Cable, 0.5m Call for next available delivery Item#: 30895546 Mfg. Part#: MA-CBL-40G-50CM	\$72.95	4	\$291.80
	Cisco Meraki 40GbE QSFP Stacking Cable, 3m Call for next available delivery Item#: 30895562 Mfg. Part#: MA-CBL-40G-3M	\$218.95	1	\$218.95
	Cisco Meraki SFP+ Twinaxial Cable, 3m Call for next available delivery Item#: 31070263 Mfg. Part#: MA-CBL-TA-3M	\$109.95	5	\$549.75

Subtotal:	\$47,370.00
Shipping & Handling: Best Way - Ground	\$95.19
Tax:	\$0.00
Total:	\$47,465.19



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Shopping Cart

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800.808.4239

Add Item to Cart

Enter CDW # or MFG #

Item	Availability	Price	Quantity	Item Total
 <p>Proline 10GBase direct attach cable – 10 ft – TAA Compliant MFG Part: MA-CBL-TA-3M-PRO CDW Part: 3131800 UNSPSC: 26121609</p> <p>- Top Recommendations</p>	In Stock Ships today if ordered within 1 hrs 9 mins	\$61.84 Advertised Price		\$309.20
 <p>Proline 40GBase direct attach cable – 10 ft – black MFG Part: MA-CBL-40G-3M-PRO CDW Part: 4401056 UNSPSC: 26121609</p> <p>+ Top Recommendations</p>	In Stock Ships today if ordered within 1 hrs 9 mins	\$157.60 Advertised Price		\$157.60
 <p>Proline 40GBase direct attach cable – 1.6 ft – TAA Compliant MFG Part: MA-CBL-40G-50CM-PRO CDW Part: 4309682 UNSPSC: 26121609</p>	In Stock Ships today if ordered within 1 hrs 9 mins	\$61.84 Advertised Price		\$247.36

Order Summary

Subtotal: \$45,377.11

Tax and Shipping calculated at checkout.

Lease Option Pricing ?
\$1,227.45 / Month



[+ Top Recommendations](#)



**Cisco Meraki Enterprise
– subscription license (7
years) + 7 Years Enterpri**

In Stock

~~\$2,290.00~~

\$1,536.14

Advertised Price

\$7,680.70



MFG Part: LIC-MS250-48FP-7YR
CDW Part: 4406732
UNSPSC: 43233204

[+ Top Recommendations](#)



**Cisco Meraki Cloud
Managed MS250-48FP
– switch – 48 ports –
managed – rack-**

5-7 days

Orders placed today
will ship within 5-7
days

~~\$10,420.00~~

\$7,396.45

Advertised Price

\$36,982.25



MFG Part: MS250-48FP-HW
CDW Part: 4403895
UNSPSC: 43222612

[+ Top Recommendations](#)

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Agenda Bill
 City Council Regular Meeting
 May 07, 2019



SUBJECT:	SE 4th St CenturyLink Joint Utility Trench Agreement											
DATE SUBMITTED:	April 30, 2019											
DEPARTMENT:	Public Works											
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
RECOMMENDATION:	Authorize the Acting City Manager to execute an agreement with CenturyLink to install underground utilities as part of the City's SE 4th St Project.											
EXHIBITS:	1. Exhibit 1 - SE 4th St CenturyLink JUT Agreement 2. Exhibit 2 - SE 4th Project Vicinity Map											
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$298,000 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 type="checkbox"/> No budgetary impact</td> </tr> </table>			Total dollar amount	\$298,000 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 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										
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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 checked="" type="checkbox"/> Financial Sustainability</td> </tr> </table>			<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability	
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<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation											
<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability											

NEEDED FROM COUNCIL:
 Should the City of Sammamish enter into agreement with CenturyLink to install a joint utility trench to relocate and underground aerial CenturyLink 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 CenturyLink for the purpose of reimbursement for the associated portion of the joint utility trench and underground CenturyLink facilities. The utilities needed to be relocated as part of the SE 4th St construction project. In order to seek reimbursement

for the cost of undergrounding of utilities, the City needs to enter into individual agreements with each utility purveyor.

FINANCIAL IMPACT:

The cost to install a joint utility trench is included in the 340 fund (Streets Capital) for the SE 4th Street project. Centurylink will reimburse the City for their proportionate share of the joint utility trench. The estimated reimbursement from CenturyLink is \$298,000.

OTHER ALTERNATIVES CONSIDERED:

The alternatives are to keep utilities above ground which conflict with street lighting and landscaping; or to require CenturyLink 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 CENTURYLINK 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 Qwest Corporation d/b/a CenturyLink QC (“CENTURYLINK”). 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. CENTURYLINK provides telecommunications and other related communications services in the CITY.

C. The Project includes relocation of facilities that are currently located along the corridor and owned by CENTURYLINK 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 by reference.

E. The Relocation requires trenching within the right-of-way for placement of facilities of utilities service providers, including CENTURYLINK, the CITY and others into a Joint Utility Trench (“JUT”).

F. CENTURYLINK desires to secure the services of the CITY to install conduit and utility vaults underground (“Work”) and CENTURYLINK 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 Project Plans 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 service providers, including as a minimum but not limited to: the CITY, CENTURYLINK, Comcast 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 CENTURYLINK 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 CENTURYLINK’s participation in the Project, CENTURYLINK will arrange for the purchase and delivery of such materials to the Contractor. Specific materials to be purchased and delivered by CENTURYLINK 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 CENTURYLINK 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 CENTURYLINK 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 CENTURYLINK Plans, the parties mutually agree to work together to resolve such discrepancy between said plans.

(b) CENTURYLINK Responsibilities.

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

(2) *Coordination.* CENTURYLINK will maintain continued coordination with the CITY regarding installation of CENTURYLINK’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. CENTURYLINK 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 CENTURYLINK will attend each meeting and provide weekly progress reports. The CENTURYLINK 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) CENTURYLINK will furnish all materials required for the installation of CENTURYLINK 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 CENTURYLINK 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 CENTURYLINK notice in accordance with Section 3(a) (2). The CITY will provide a reasonable location to CENTURYLINK to which the materials will be delivered.
- (iv) CENTURYLINK 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. CENTURYLINK's inspector will not direct the Contractor in any manner; the CENTURYLINK 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 CENTURYLINK, CENTURYLINK 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. CENTURYLINK'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* CENTURYLINK or its contractor will provide traffic control when CENTURYLINK 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 CENTURYLINK or its contractor will be coordinated with traffic control established for the Project.

(4) *Installation Not in Right-of-Way.* The installation of any CENTURYLINK facilities not in CITY right-of-way, including but not limited to cable, conduit, and pedestals, will be the sole responsibility of CENTURYLINK. CENTURYLINK 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 CENTURYLINK and shall be done in a manner so as not to delay or otherwise impact the construction of the Project;

4. Compensation.

(a) CENTURYLINK 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 CENTURYLINK'S proportionate share of trench usage, and to pay for CENTURYLINK lateral trenches. For planning purposes, an estimate of the costs to be reimbursed by CENTURYLINK to the CITY for the Work is \$298,115.05, as set forth in further detail on Attachment A to this agreement. This compensation covers a pro rata share of certain costs and the pro rata share formula as set forth on Attachment A. Costs will be finalized after completion of construction and will be subject to final review and approval by CENTURYLINK, which approval shall not be unreasonably withheld. CENTURYLINK agrees to pay the CITY for its portion of the actual construction costs approved by CENTURYLINK based on the pro rata share formula set forth on Attachment A;

(b) *Share of additional expenses.* CENTURYLINK 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.* CENTURYLINK agrees to pay all uncontested amounts to the CITY within sixty (60) days of being invoiced by the CITY. CENTURYLINK'S responsibility for payment of contested amounts shall be resolved under the Dispute Resolution provisions set forth in Section 9 below. A Final Contract Voucher Certification completed by the Contractor 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 request for final payment is made.

(d) *Defective or Unauthorized Work.* CENTURYLINK 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 CENTURYLINK 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 CENTURYLINK'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 CENTURYLINK 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 CENTURYLINK of the price. CENTURYLINK 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) CENTURYLINK will reimburse the CITY for its share of negotiated costs associated with any change, including associated engineering and inspection costs. CENTURYLINK will not pay for any share of additional expenses incurred due 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 CENTURYLINK prior to beginning construction activities.

7. Notices.

All notices will be in writing and 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:

CENTURYLINK
 1550 Newport Way NW
 Issaquah, WA 98027
 Attn: Amy Alliston

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.

Any controversy or claim, whether based on contract, statute, tort, fraud misrepresentation or other theory, related directly or indirectly to this agreement between CENTURYLINK and the CITY will be resolved by negotiation between the parties. 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, and the City shall cause the Contractor to, defend, indemnify and hold harmless CENTURYLINK, 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 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 or Contractor and each of their respective directors, 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 CENTURYLINK 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.

CENTURYLINK will defend, indemnify and hold harmless the CITY, its directors, officials, officers, employees, representatives and agents from and against any and all Liabilities to the extent they arise from or in connection with: (a) the performance of any Work required under this Agreement by CENTURYLINK, its directors, officers, employees, agents, subcontractors and/or representatives (each, a "CENTURYLINK 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 CENTURYLINK Indemnifying Party to comply with any term of this Agreement or any applicable local, state, or federal law or regulation.

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.

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) Business Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned 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. Evidence of CENTURYLINK's insurance is available at all times at centurylink.com/moi Upon request, the CITY shall provide evidence of coverage in accordance with this section 12.

(e) Contractors. CENTURYLINK 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 CENTURYLINK.

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 CENTURYLINK. The CITY agrees that it and its subcontractors will give access to the authorized representatives of CENTURYLINK, 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 CENTURYLINK if access is sought. Upon request, the CITY will provide CENTURYLINK 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 CENTURYLINK, where appropriate.

(b) CENTURYLINK reserves the right to shut down the CENTURYLINK part of work operation 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 CENTURYLINK property.

(c) This or a substantially similar Section will appear in all of the CITY’s contracts and subcontracts.

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, CENTURYLINK 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 CENTURYLINK, 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 the 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.

CENTURYLINK:

CITY:

By: 

By: _____

Printed Name: STEPHANIE A. RYBICKI

Printed Name: _____

Title: DIRECTOR, LOCAL NETWORK

Title: _____

Date Signed: 4/16/19

Date Signed: _____

Attachment A

**SE 4th St Improvements - 218th Ave SE to 228th Ave SE
Agreement For Construction Services**

City of Sammamish and CenturyLink

___/___/2018

Cost to be reimbursed by Comcast to the City of Sammamish

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

Table 1 - Proportionate Summary of Total Project

Item	Cost	Portion
Total Amount Bid Schedule A - Roadway Improvements	\$ 8,893,666.20	71.3%
Total Amount Bid Schedule B - SPW Water Improvements	\$ 565,251.50	4.5%
Total Amount Bid Schedule C - SPW Sanitary Sewer Improvements	\$ 2,000,847.20	16.0%
Proportionate Utility Trenching Costs = \$465,080 (See Table 3)		
PSE Electric	\$ 185,107.53	1.5%
PSE Gas	\$ 10,164.86	0.1%
Centurylink	\$ 142,843.10	1.1%
Comcast	\$ 96,298.72	0.8%
City	\$ 30,665.79	0.2%
Total Amount Bid Schedule D - PSE (Less Trench Costs, Table 3)	\$ 218,790.00	1.8%
Total Amount Bid Schedule E- Comcast	\$ 237,710.00	1.9%
Total Amount Bid Schedule F - CenturyLink	\$ 97,900.00	0.8%
	\$ 12,479,244.90	100%

Table 2 - Proportionate 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%

Attachment A

Table 3 - Proportionate 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)	4,000.00	CY	\$ 62.00	\$ 248,000.00
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)	3,500.00	TON	\$ 14.00	\$ 49,000.00
D-5	Backfill For Sand Drains (S.P. 8-20)	2,800.00	TON	\$ 28.00	\$ 78,400.00
	Sales Tax (10%)				\$ 42,280.00

Total Trench Cost \$ 465,080.00

CenturyLink Trench Portion 30.7%

CenturyLink's Trench Cost \$ 142,843.10

Table 4 - CenturyLink Material Installation Costs

Item No.	Item With Unit Priced Bid	Est. Quantity	Unit	Unit Price	Total Amount
F-1	Conduit 4 In. Diam. Install (S.P. 8-20)	13,350.00	LF	\$ 5.00	\$ 49,000.00
F-2	Precast CenturyLink 467-TA Vault Install (S.P. 8-20)	4.00	EA	\$ 2,800.00	\$ 11,200.00
F-3	CenturyLink Pedestal Install (S.P. 8-20)	16.00	EA	\$ 1,800.00	\$ 28,800.00
-	Schedule F Sales Tax (10%)	1.00	-		\$ 8,900.00

CenturyLink's Material Costs \$ 97,900.00

Table 5 - Proportionate Additional Project 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

CenturyLink's Shared Project Portion 1.9%

CenturyLink's Shared Project Cost \$ 57,371.95

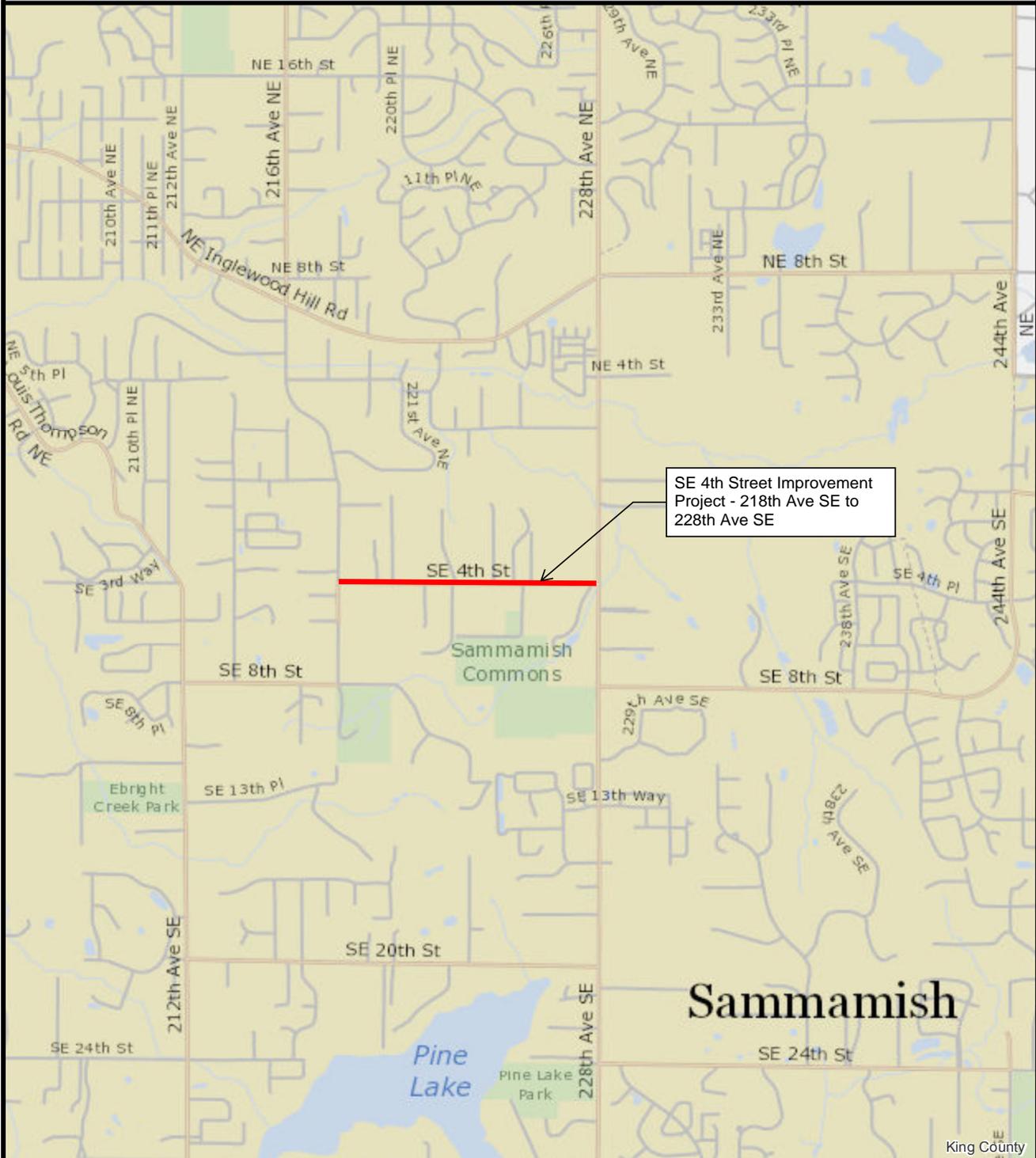
CenturyLink's Trench Costs \$ 142,843.10

CenturyLink's Material Costs \$ 97,900.00

CenturyLink's Shared Project Cost \$ 57,371.95

CenturyLink's Total Costs \$ 298,115.05

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



King County
GIS CENTER

King County

Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	Update Administrative Services Agreement between ICMA Retirement Corporation and the City of Sammamish.		
DATE SUBMITTED:	April 29, 2019		
DEPARTMENT:	Finance		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Approve an updated Administrative Services Agreement with ICMA Retirement Corporation.		
EXHIBITS:	1. Exhibit 1 - Administrative Services Agreement 2. Exhibit 2 - Vantage Trust Funds Fund Fee Disclosure		
BUDGET:			
Total dollar amount	N/A	<input type="checkbox"/>	Approved in budget
Fund(s)	N/A	<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 type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Shall the city sign an updated agreement with the ICMA Retirement Corporation that would result in lower administrative and investment fees for the employees participating in the city's 401a and 457 retirement plans administered by ICMA?

KEY FACTS AND INFORMATION SUMMARY:

City employees may contribute to deferred compensation retirement plans through the International City Manager's Association (ICMA) or the Washington State Deferred Compensation Program (DCP). As part of a recent fiduciary review of these two deferred compensation plan providers conducted by the city's Finance Department, it was noted certain investment and administrative fees charged to employees by ICMA were higher than similar fees charged by DCP. The city requested a fee review

from ICMA which resulted in an updated Administrative Services Agreement with lower fees that is projected to save employees, as a whole, approximately \$110,000 per year based on current invested assets. The city does not directly pay any fees to either of the providers, therefore the updated agreement has no direct impact on city finances. However, this does provide more cost competitive options for city employees, which improves the City's position when competing for talent in the municipal government market.

FINANCIAL IMPACT:

No financial impact to the city.

OTHER ALTERNATIVES CONSIDERED:

Do not sign the updated agreement, continuing the higher fees for employees participating in the ICMA plans.

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Sammamish

Type: 401

Account #: 107355

Type: 457

Account #: 304993

Plan number 107355, 304993

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of the _____ day of _____, 20____ between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Sammamish (“Employer”), a city organized and existing under the laws of the State of Washington with an office at 801 228th Avenue, SE, Sammamish, Washington 98075.

RECITALS

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

Plan number 107355, 304993

AGREEMENTS1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Plan number 107355, 304993

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

5. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.
- (c)(ii) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal

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law; provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan

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and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (f) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) ICMA-RC's compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that ICMA-RC, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a

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VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (d) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment in this Section will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October
- Agreement received by December 20 – Effective February

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet ICMA-RC's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

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9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

10. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend 5 years from that date. This Agreement will renew twice (two times) automatically for a one year period each, unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

If the Agreement is not renewed, ICMA-RC will provide an orderly transition of assets and records to the new record keeper. A transition letter will be provided to the Employer which outlines the process and the responsibilities of ICMA-RC after the transition of assets and records has been completed.

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.

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- (b) ICMA-RC may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

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The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF SAMMAMISH

By _____
Signature/Date

By _____
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By  _____
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Electronically to PlanAdoptionServices@icmarc.org, or
- (b) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

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Exhibit A**Administrative Services**

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access, TextAccess and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software

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and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) Guided Pathways Advisory Services – ICMA-RC's participant advice service, "Fund Advice", and asset allocation service, "Asset Class Guidance" may be made available through a third party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

VantageTrust Funds Fund Fee Disclosure Data as of March 31, 2019

Fund Name	Class	Morningstar Category ¹	Gross Expense	Waiver	Net Expense	Waiver Expiration Date	Redemption Fee ²	Trading Restriction ³
Stable Value/Cash Management								
Vantagepoint PLUS Fund ⁴	R5	Stable Value	0.81%	0.00%	0.81%	---	---	90-day Wash
VT Cash Management Fund ⁵	R5	Money Market	0.44%	0.00%	0.44%	---	---	---
Bond Funds								
Vantagepoint Low Duration Bond	R5	Short-Term Bond	0.61%	0.00%	0.61%	---	---	---
Vantagepoint Core Bond Index Fund ⁶	R5	Intermediate-Term Bond	0.24%	0.05%	0.19%	October 31, 2019	---	---
VT Western Assets Core Plus Bond Fund ^{6,7}	R5	Intermediate-Term Bond	0.52%	0.07%	0.45%	December 31, 2019	---	---
Vantagepoint Inflation Focused Fund ⁵	R5	Inflation-Protected Bond	0.61%	0.00%	0.61%	---	---	---
VT PIMCO High Yield Fund ^{7,8}	R5	High Yield Bond	0.82%	0.00%	0.82%	---	---	---
Guaranteed Lifetime Income Funds								
VT Retirement Income Advantage Fund ⁹	R5	N/A	1.70%	0.00%	1.70%	---	---	90-day Wash
Asset Allocation/Balanced Funds								
Vantagepoint Milestone Retirement Income Fund ¹⁰	R5	Target-Date Retirement	0.73%	0.07%	0.66%	---	---	---
Vantagepoint Milestone 2010 Fund ¹⁰	R5	Target-Date 2000-2010	0.75%	0.09%	0.66%	---	---	---
Vantagepoint Milestone 2015 Fund ¹⁰	R5	Target-Date 2015	0.76%	0.06%	0.70%	---	---	---
Vantagepoint Milestone 2020 Fund ¹⁰	R5	Target-Date 2020	0.78%	0.06%	0.72%	---	---	---
Vantagepoint Milestone 2025 Fund ¹⁰	R5	Target-Date 2025	0.81%	0.07%	0.74%	---	---	---
Vantagepoint Milestone 2030 Fund ¹⁰	R5	Target-Date 2030	0.83%	0.07%	0.76%	---	---	---
Vantagepoint Milestone 2035 Fund ¹⁰	R5	Target-Date 2035	0.85%	0.08%	0.77%	---	---	---
Vantagepoint Milestone 2040 Fund ¹⁰	R5	Target-Date 2040	0.86%	0.07%	0.79%	---	---	---
Vantagepoint Milestone 2045 Fund ¹⁰	R5	Target-Date 2045	0.88%	0.09%	0.79%	---	---	---
Vantagepoint Milestone 2050 Fund ¹⁰	R5	Target-Date 2050	0.88%	0.09%	0.79%	---	---	---
Vantagepoint Milestone 2055 Fund ¹⁰	R5	Target-Date 2055	0.91%	0.12%	0.79%	---	---	---
Vantagepoint Model Port Conser Growth Fund	R5	Allocation--30% to 50% Eqty	0.78%	0.00%	0.78%	---	---	---
Vantagepoint Model Port Tradit Growth Fund	R5	Allocation--50% to 70% Eqty	0.81%	0.00%	0.81%	---	---	---
Vantagepoint Model Port Long-Term Grwth Fund	R5	Allocation--70% to 85% Eqty	0.82%	0.00%	0.82%	---	---	---
Vantagepoint Model Port Gbl Eqty Grwth Fund ¹⁶	R5	World Stock	0.89%	0.00%	0.89%	---	---	---
VT Puritan® Fund ^{7,11}	R5	Allocation--50% to 70% Eqty	0.54%	0.00%	0.54%	---	---	---
U.S. Stock Funds								
Vantagepoint Equity Income Fund ¹²	R5	Large Value	0.71%	0.00%	0.71%	---	---	---
VT Invesco Diversified Dividend ^{7,12}	R5	Large Value	0.57%	0.01%	0.56%	June 30, 2020	---	31 days, any \$
VT MFS Value ^{7,12}	R5	Large Value	0.58%	0.00%	0.58%	---	---	---
Vantagepoint 500 Stock Index Fund	R5	Large Blend	0.24%	0.05%	0.19%	October 31, 2019	---	---
Vantagepoint Broad Market Index Fund	R5	Large Blend	0.24%	0.05%	0.19%	October 31, 2019	---	---
VT Parnassus Core Equity Fund	R5	Large Blend	0.87%	0.00%	0.87%	---	---	---
Vantagepoint Growth & Income Fund	R5	Large Blend	0.63%	0.00%	0.63%	---	---	---
VT Oppenheimer Main Street Fund ⁷	R5	Large Blend	0.67%	0.00%	0.67%	---	---	---
Vantagepoint Growth Fund ¹²	R5	Large Growth	0.75%	0.00%	0.75%	---	---	---
VT ContraFund® ^{7,11,12}	R5	Large Growth	0.82%	0.00%	0.82%	---	---	---
VT T. Rowe Price® Growth Stock Fund ^{7,12,13}	R5	Large Growth	0.92%	0.00%	0.92%	---	---	30 days, any \$
Vantagepoint Select Value Fund ^{12,14}	R5	Mid-Cap Value	0.91%	0.00%	0.91%	---	---	---
VT Victory Sycamore Established Value ^{7,12,14}	R5	Mid-Cap Value	0.62%	0.00%	0.62%	---	---	---
Vantagepoint Aggressive Opportunities Fund ^{12,14}	R5	Mid-Cap Growth	0.77%	0.00%	0.77%	---	---	---
VT AMG TimesSquare Mid Cap Growth ^{7,12,14}	R5	Mid-Cap Growth	1.18%	0.00%	1.18%	---	---	---
VT Carillon Eagle Mid Cap Growth ^{7,12,14}	R5	Mid-Cap Growth	0.75%	0.00%	0.75%	---	---	---
VT LSV Small Cap Value ^{7,12,15}	R5	Small-Cap Value	1.06%	0.00%	1.06%	---	---	---
Vantagepoint Mid /Small Co Inx Fund ¹⁵	R5	Small Blend	0.25%	0.05%	0.20%	October 31, 2019	---	---

VantageTrust Funds Fund Fee Disclosure Data as of March 31, 2019

Fund Name	Class	Morningstar Category ¹	Gross Expense	Waiver	Net Expense	Waiver Expiration Date	Redemption Fee ²	Trading Restriction ³
Vantagepoint Discovery Fund ¹⁵	R5	Small Blend	0.76%	0.00%	0.76%	---	---	---
VT Oppenheimer Discovery Fund ^{7,12,15}	R5	Small Growth	0.84%	0.00%	0.84%	---	---	---
International/Global Stock Funds								
VT ClearBridge International Value ^{7,12,16}	R5	Foreign Large Value	1.00%	0.09%	0.91%	December 31, 2020		
Vantagepoint International Fund ¹⁶	R5	Foreign Large Blend	1.01%	0.00%	1.01%	---	---	91 days, any \$
Vantagepoint Overseas Index Fund ¹⁶	R5	Foreign Large Blend	0.28%	0.05%	0.23%	October 31, 2019	---	91 days, any \$
VT Diversified Int'l Fund ^{7,12,16}	R5	Foreign Large Growth	0.81%	0.00%	0.81%	---	1%, 30 days	---
Vantagepoint Emerging Markets	R5	Diversified Emerging Markets	1.17%	0.00%	1.17%	---	---	---
Specialty								
VT Nuveen Real Estate Secs Fund ^{7,17}	R5	Real Estate	1.04%	0.00%	1.04%	---	---	---

Before investing, please read the applicable Fund Fact Sheet(s) and the Fund's Disclosure Memorandum carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling 800-669-7400.

ICMA-RC's identified fund line-up is not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change.

¹ Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category. The source for this information is Morningstar, Inc. Copyright © 2019 Morningstar, Inc. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Morningstar, Inc. is a global investment research firm that is not affiliated with ICMA-RC. ICMA-RC does not independently verify Morningstar data.

² Funds or underlying funds may charge a redemption fee. Information about redemption fees, if any, will be contained in the fund's or underlying fund's prospectus or disclosure materials. To request a prospectus or disclosure materials, you may contact us by calling 800-669-7400, or log in at www.icmarc.org.

³ Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds or underlying funds are monitored for frequent trading. Certain funds or underlying funds may impose fees or restrictions to deter frequent trading. Current information about these fees or restrictions can be found in a fund's or underlying fund's prospectus or disclosure materials, and is available when you log in at www.icmarc.org or by calling 800-669-7400. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

⁴ Direct transfers from a stable value fund to competing funds are restricted. Competing funds may include, but are not limited to money market mutual funds, certificates of deposit, stable value funds, investment options that offer guarantees of principal or income, certain short-term bond funds and self-directed brokerage accounts. Certain restrictions may apply when you want to transfer money from a stable value fund to a competing fund. These restrictions generally include waiting periods before transfers can be made back into a stable value fund. For additional information on the Vantagepoint PLUS Fund restrictions on transfers to competing funds, please refer to the Fund's Fact Sheet and Funds' Disclosure Memorandum.

⁵ The Fund is invested in a single registered mutual fund, the Fidelity Money Market Government Portfolio. Investments in the fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. It is possible to lose money by investing in the fund.

⁶ A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.

⁷ The source for this information is Morningstar, Inc. Copyright © 2017 Morningstar, Inc. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Morningstar, Inc. is a global investment research firm that is not affiliated with ICMA-RC. ICMA-RC does not independently verify Morningstar data.

⁸ Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.

**VantageTrust Funds
Fund Fee Disclosure
Data as of March 31, 2019**

⁹ Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate ICMA-RC for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. ©2018 Prudential, the Prudential logo, and the Rock symbol and Bring Your Challenges are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VT Retirement IncomeAdvantage Fund must first receive and read the VT Retirement IncomeAdvantage Fund Important Considerations document, before investing.

¹⁰ The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement. Selecting the Fund does not guarantee that you will have adequate savings for retirement.

¹¹ PURITAN and CONTRAFUND are registered service marks of FMR LLC. Used with permission.

¹² Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.

¹³ T. Rowe Price is a registered trademark of T. Rowe Price Group, Inc. – all rights reserved.

¹⁴ Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.

¹⁵ Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.

¹⁶ Funds that invest in foreign securities are exposed to the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs. Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar. The risk of investing in foreign securities may be greater with respect to securities of companies located in emerging market countries. The value of developing or emerging market currencies may fluctuate more than the currencies of companies with more mature markets.

¹⁷ Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.

VantageTrust Funds
Fund Revenue Disclosure
Data as of March 31, 2019

Fund Name	Class	Morningstar Category ¹	Recordkeeping Revenue ²	ICMA-RC Investment Management Revenue	Total ICMA-RC Revenue ²
Stable Value/Cash Management					
Vantagepoint PLUS Fund	R5	Stable Value	0.25%	0.30%	0.55%
VT Cash Management Fund ³	R5	Money Market	0.35%	0.00%	0.35%
Bond Funds					
Vantagepoint Low Duration Bond	R5	Short-Term Bond	0.26%	0.20%	0.46%
Vantagepoint Core Bond Index Fund ⁴	R5	Intermediate-Term Bond	0.05%	0.10%	0.15%
VT Western Assets Core Plus Bond Fund ⁴	R5	Intermediate-Term Bond	0.35%	0.00%	0.35%
Vantagepoint Inflation Focused Fund ⁴	R5	Inflation-Protected Bond	0.25%	0.20%	0.45%
VT PIMCO High Yield Fund ⁵	R5	High Yield Bond	0.25%	0.00%	0.25%
Guaranteed Lifetime Income Funds					
VT Retirement Income Advantage Fund ⁶	R5	N/A	0.45%	0.05%	0.50%
Asset Allocation/Balanced Funds					
Vantagepoint Milestone Retirement Income Fund ⁷	R5	Target-Date Retirement	0.25%	0.19%	0.44%
Vantagepoint Milestone 2010 Fund ⁷	R5	Target-Date 2000-2010	0.25%	0.18%	0.43%
Vantagepoint Milestone 2015 Fund ⁷	R5	Target-Date 2015	0.25%	0.21%	0.46%
Vantagepoint Milestone 2020 Fund ⁷	R5	Target-Date 2020	0.25%	0.22%	0.47%
Vantagepoint Milestone 2025 Fund ⁷	R5	Target-Date 2025	0.25%	0.22%	0.47%
Vantagepoint Milestone 2030 Fund ⁷	R5	Target-Date 2030	0.25%	0.22%	0.47%
Vantagepoint Milestone 2035 Fund ⁷	R5	Target-Date 2035	0.25%	0.22%	0.47%
Vantagepoint Milestone 2040 Fund ⁷	R5	Target-Date 2040	0.25%	0.22%	0.47%
Vantagepoint Milestone 2045 Fund ⁷	R5	Target-Date 2045	0.25%	0.20%	0.45%
Vantagepoint Milestone 2050 Fund ⁷	R5	Target-Date 2050	0.25%	0.20%	0.45%
Vantagepoint Milestone 2055 Fund ⁷	R5	Target-Date 2055	0.25%	0.20%	0.45%
Vantagepoint Model Port Conser Growth Fund	R5	Allocation--30% to 50% Equity	0.25%	0.30%	0.55%
Vantagepoint Model Port Tradit Growth Fund	R5	Allocation--50% to 70% Equity	0.25%	0.29%	0.54%
Vantagepoint Model Port Long-Term Growth Fund	R5	Allocation--70% to 85% Equity	0.25%	0.29%	0.54%
Vantagepoint Model Port Gbl Eqty Growth Fund ¹³	R5	World Stock	0.25%	0.30%	0.55%
VT Puritan® Fund ⁸	R5	Allocation--50% to 70% Equity	0.25%	0.00%	0.25%
U.S. Stock Funds					
Vantagepoint Equity Income Fund ⁹	R5	Large Value	0.25%	0.20%	0.45%
VT Invesco Diversified Dividend ⁹	R5	Large Value	0.25%	0.00%	0.25%
VT MFS Value ⁹	R5	Large Value	0.25%	0.00%	0.25%
Vantagepoint 500 Stock Index Fund	R5	Large Blend	0.05%	0.10%	0.15%
Vantagepoint Broad Market Index Fund	R5	Large Blend	0.05%	0.10%	0.15%
VT Parnassus Core Equity Fund	R5	Large Blend	0.25%	0.00%	0.25%
Vantagepoint Growth & Income Fund	R5	Large Blend	0.25%	0.20%	0.45%
VT Oppenheimer Main Street Fund	R5	Large Blend	0.25%	0.00%	0.25%
Vantagepoint Growth Fund ⁹	R5	Large Growth	0.25%	0.20%	0.45%
VT ContraFund® ^{8,9}	R5	Large Growth	0.25%	0.00%	0.25%
VT T. Rowe Price® Growth Stock Fund ^{9,10}	R5	Large Growth	0.40%	0.00%	0.40%
Vantagepoint Select Value Fund ^{9,11}	R5	Mid-Cap Value	0.25%	0.20%	0.45%
VT Victory Sycamore Established Value ^{9,11}	R5	Mid-Cap Value	0.25%	0.00%	0.25%
Vantagepoint Aggressive Opportunities Fund ^{9,11}	R5	Mid-Cap Growth	0.25%	0.20%	0.45%
VT AMG TimesSquare Mid Cap Growth ^{9,11}	R5	Mid-Cap Growth	0.25%	0.00%	0.25%
VT Carillon Eagle Mid Cap Growth ^{9,11}	R5	Mid-Cap Growth	0.25%	0.00%	0.25%
VT LSV Small Cap Value ^{9,12}	R5	Small-Cap Value	0.25%	0.00%	0.25%
Vantagepoint Mid /Small Co Inx Fund ¹²	R5	Small Blend	0.05%	0.10%	0.15%

VantageTrust Funds Fund Revenue Disclosure Data as of March 31, 2019

Fund Name	Class	Morningstar Category ¹	Recordkeeping Revenue ²	ICMA-RC Investment Management Revenue	Total ICMA-RC Revenue ²
Vantagepoint Discovery Fund ¹²	R5	Small Blend	0.25%	0.20%	0.45%
VT Oppenheimer Discovery Fund ^{9,12}	R5	Small Growth	0.25%	0.00%	0.25%
International/Global Stock Funds					
VT ClearBridge International Value ^{12,13}	R5	Foreign Large Value	0.40%	0.00%	0.40%
Vantagepoint International Fund ¹³	R5	Foreign Large Blend	0.25%	0.20%	0.45%
Vantagepoint Overseas Index Fund ¹³	R5	Foreign Large Blend	0.05%	0.10%	0.15%
VT Diversified Int'l Fund ^{12,13}	R5	Foreign Large Growth	0.25%	0.00%	0.25%
Vantagepoint Emerging Markets ¹³	R5	Diversified Emerging Markets	0.25%	0.28%	0.53%
Specialty Funds					
VT Nuveen Real Estate Secs Fund ¹⁴	R5	Real Estate	0.25%	0.00%	0.25%

Before investing, please read the applicable Fund Fact Sheet(s) and the Fund's Disclosure Memorandum carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling 800-669-7400.

ICMA-RC's identified fund line-up is not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change.

¹ Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category. The source for this information is Morningstar, Inc. Copyright © 2019 Morningstar, Inc. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Morningstar, Inc. is a global investment research firm that is not affiliated with ICMA-RC. ICMA-RC does not independently verify Morningstar data.

² ICMA-RC or its affiliates receive payments from third-party mutual funds that underlie certain Vantagepoint Funds. These payments are for services rendered by ICMA-RC or its affiliates to plans and participants, and are in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided by ICMA-RC or its affiliates. The revenue amounts listed for Vantagepoint Funds include all compensation paid by the fund to ICMA-RC and/or its affiliates. This amount includes compensation for investment advisory, transfer agency, and plan/participant services that is included in the daily NAV calculation. Revenue is subject to change at the discretion of the fund company and is received at various times throughout the course of a year based on the policies of the individual fund companies.

³ The Fund is invested in a single registered mutual fund, the Fidelity Money Market Government Portfolio. Investments in the fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. It is possible to lose money by investing in the fund.

⁴ A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.

⁵ Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.

**VantageTrust Funds
Fund Revenue Disclosure
Data as of March 31, 2019**

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Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	2019 & 2020 Pavement Program Utility Adjustments - Interlocal Agreement with Northeast Sammamish Sewer and Water District		
DATE SUBMITTED:	April 29, 2019		
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 approve the Interlocal Agreement with Northeast Sammamish Sewer and Water District for the adjustment of manholes and valve box castings associated with Sammamish's 2019 and 2020 Pavement Program projects.		
EXHIBITS:	1. Exhibit 1 - Pavement Program Interlocal Agreement with Northeast Sammamish Sewer and Water District		
BUDGET:			
Total dollar amount	\$0	<input type="checkbox"/>	Approved in budget
Fund(s)	Overlay & Pavement Preservation - Roadway, 101-000-542-30-48-51	<input type="checkbox"/>	Budget reallocation required
		<input checked="" 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 type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Shall the Council authorize the City Manager to sign the Interlocal Agreement (ILA) with Northeast Sammamish Sewer and Water District for reimbursement for work related to water and sewer utility adjustments on the 2019 and 2020 Pavement Program projects?

KEY FACTS AND INFORMATION SUMMARY:

Northeast Sammamish Sewer and Water District (NESSWD) operates and maintains the sanitary sewers and water mains located within the limits of the annual street paving projects. Sanitary sewer manholes and water valve boxes need to be adjusted to the finished road surface elevation. A pay

item for this type of work is included in the City's contract specifications for the paving projects and is publicly bid. This Interlocal Agreement allows the City to pay for the work to adjust the utility structures and submit the costs of the work to NESSWD for reimbursement. By combining the work under one contract, impacts to the traveling public are minimized and overall cost savings realized by Sammamish rate payers.

FINANCIAL IMPACT:

The City shall be reimbursed by the District for construction bid items related to water and sewer utility adjustments. Reimbursement will be based on unit bid costs awarded by the City construction contract.

OTHER ALTERNATIVES CONSIDERED:

Council may choose to not enter into an ILA with Northeast Sammamish Sewer and Water District for the Pavement Program projects and be responsible for the full cost of the utility adjustments or delay experienced by the public to allow NESSWD to raise the utilities.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Transportation Comprehensive Plan](#)

- **Goal T.3:** Operations, Maintenance, Management and Safety

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAMMAMISH AND
THE NORTHEAST SAMMAMISH SEWER WATER DISTRICT FOR THE
ADJUSTMENT OF MANHOLE AND VALVE BOX CASTINGS ASSOCIATED WITH
THE CITY OF SAMMAMISH 2019 & 2020 PAVEMENT PRESERVATION PROGRAM
PROJECTS**

This Agreement ("Agreement") is made and entered into by and between the City of Sammamish, a municipal corporation (the "City") and the Northeast Sammamish Sewer Water District, a municipal corporation (the "District" or "NESSWD") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

WHEREAS, the City will prepare plans and specifications ("Plans and Specifications") for the City's various projects, included as part of the 2019 & 2020 Pavement Preservation Program ("Projects"); and

WHEREAS, the City will publicly bid the Project and award the Project to the lowest responsible bidder ("Contractor"); and

WHEREAS, the District provides water and sewer services in the general area of the Project; and

WHEREAS, the District has manhole castings, valve box castings, and meter boxes within the limits of the Project that will need to be adjusted to final grade following the City's pavement work; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public interest by adjusting the District's manhole and valve box castings during construction of the Project (hereinafter the "District Work"); and

WHEREAS, the City and the District have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

I. BIDDING

- A. The City shall incorporate the District Work, including specifications on how to complete the District Work, into the contract bid documents for the Project as a deductive alternate in such manner as to allow, to the extent possible, identification of cost allocations between the Parties.
- B. The City shall furnish the District with the bid prices for the District Work for the District's approval. Within two weeks of receiving the bid prices, the District shall notify the City, in writing, that the District either approves or rejects their portion of the contract to be awarded by the City. The City shall not proceed with the

District Work until the City has received approval from the District. If bids are received which, in the estimation of the District, are not acceptable for, all or a portion of the District Work, then as rejected by the District that portion of the District's Work shall not be included in the contract awarded by the City. Bid awards shall be made to the lowest responsible bidder for the total Project, subject to applicable laws and regulations.

- C. If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work. In that event the terms of this Agreement shall not apply except for the following:
 - 1. The District shall require its contractor to coordinate all District Work located within the Project site with the City's Contractor, without unreasonably interfering with or delaying the City's Contractor. The District shall notify its contractor of such requirement, and shall provide written notice to the City and the City's Contractor ten days prior to beginning the District Work.
 - 2. If the District's contractor unreasonably delays or impacts the City's Contractor, the District agrees to defend, indemnify, and hold City harmless from and against any such unreasonable delay or impact if a claim is presented by the City's Contractor, provided the City shall give the District prompt notice of any potential claim as soon as the City has received knowledge thereof.
 - 3. As part of any asphalt pavement overlay work, the City shall have its Contractor provide surface divots or pavement markers on any casting encountered during the City's overlay work.

II. CONTRACT ADMINISTRATION

- A. City Responsibilities
 - 1. The City shall provide the administrative and clerical services necessary for the execution of the District Work.
 - 2. The City shall include in the contract plans, engineering specifications and details provided by the District.
 - 3. The City will notify the District in writing of any changes required by the City which substantially change the nature of the District's Work and shall obtain the District's approval prior to such changes. Such approval shall not be unreasonably withheld by the District. Written notification by the City shall be given to the District prior to the commencement of the work.
 - 4. Upon written notice from the District of any changes to the District Work needed during construction, the City shall make such changes, if feasible, to the City's contract with the Contractor as part of the contract's standard change order process.
 - 5. The City shall provide the District with the Contractor's proposed schedule for the District Work and written notice when the Contractor begins the District Work.

6. The City will make monthly progress payments to the Contractor for District Work accepted by the District as complete.
7. The City will submit the paid monthly invoices to the District for reimbursement of District Work completed and accepted by the District.
8. The City will not grant the Contractor final acceptance until the District has provided the City with written notice that the District's Work is complete and approved for final acceptance.

B. District Responsibilities

1. The District shall provide engineering specifications and details.
2. The District shall provide inspection to verify proper compliance with requirements in the Project contract Plans and Specifications while the Contractor is doing the District Work and shall provide the City with a written summary of pay item quantities to be included in the City's monthly progress payments to the Contractor.
3. The District shall promptly provide the City with written documentation describing any change(s) in the District Work required during construction.
4. The District shall promptly provide a response to the City three (3) working days after the District is notified of any changes required by the City that substantially change the nature of the District Work per section A. 3. above.
5. The District shall provide the Contractor with a new casting to replace any casting that was damaged prior to the Project.
6. Upon written notice from the City that the District Work is complete, the District shall, within ten working days, complete a final inspection of the completed District Work, and provide to the City a list of the accepted work and/or provide an itemized and detailed response as to why any portion of the District Work cannot be given acceptance.
7. The District shall assist in the approximate location of all castings to be adjusted. However, the Contractor shall be responsible for determining the exact location of the casting with a metal detector.

III. PAYMENT

- A. The District shall reimburse the City at the unit bid prices for each NESSWD manhole casting, NESSWD valve box casting and NESSWD meter box adjusted. The District shall also reimburse the City for providing traffic control associated with the District Work, as bid by the Contractor for the Project.

The following pay items will pertain to the District Work:

1. Flaggers and Spotters
2. Adjust NESSWD Manhole
3. Adjust NESSWD Valve Box

4. Adjust NESSWD Meter Box

The measurement of Flaggers and Spotters will be based on those actual hours incurred while completing only the District Work, or based on a percentage of the District Work completed to the total number of utilities raised. Other District Work pay items may be added by Project specific engineering details and specifications provided by the District and included in the City's contract documents.

- B. The District shall reimburse the City at the unit bid prices bid for any other work approved by the District and completed by the Contractor for the District Work in accordance with the Project Specifications, or in conformance with a District approved and City executed change order.
- C. In the event the Contractor uncovers any materials, while doing work solely related to completion of the District Work, that require special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste, or contaminated soil) the District will be responsible for all costs incurred in handling and/or disposing of such materials.
- D. All payments shall be due within forty-five (45) days from the date the City invoices the District for the District Work performed on the Project, and when due shall accrue simple interest at the rate of one percent (1%) per month.

IV. INDEMNIFICATION AND HOLD HARMLESS

- A. Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.
- B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only with respect to the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

- D. The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

V. INDEMNIFICATION OF UTILITY AND INSURANCE

- A. The City shall require the Contractor building the Project to have the District named as an additional insured on all policies of insurance to be maintained by Contractor(s) under the terms of any Project contract(s); and any Project contract shall require Contractor to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation and provide satisfactory proof thereof prior to commencing construction.
- B. The City shall require that Contractor defend, indemnify and hold the District, its officers, officials, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, arising out of or in connection with the Contractor's participation in the Project, except for injuries and damages caused by the sole negligence of the District. The City shall require that the selected Contractor waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, solely for the purposes of the indemnification.
- C. The City shall contractually require the Contractor to be solely and completely responsible for the safety and safety conditions at the job site, including the safety of all persons and property during the Project. The Contractor shall be contractually required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

VI. OTHER PROVISIONS

- A. The City agrees to require in its contract with the Contractor for the District Work to be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the contract bid documents.
- B. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.
- C. Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.
- D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both Parties.

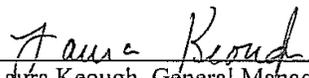
- E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.
- F. This Agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.
- G. The individuals signing this Agreement on behalf of the respective Party represent and warrant they have the power and authority to do so.
- H. The recitals set forth above are incorporated herein by this reference.
- I. This Agreement shall remain in effect for the duration of the 2019 & 2020 Pavement Preservation Program Project. Provided, however, that if the District rejects the City's lowest responsible bidder only the terms in section I.C. above will remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below ("Effective Date").

CITY OF SAMMAMISH

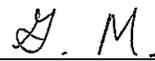
NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT

Aaron Antin, Acting City Manager



Laura Keough, General Manager

Date



Date

Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	2019 & 2020 Pavement Program Utility Adjustments - Interlocal Agreement with Sammamish Plateau Water		
DATE SUBMITTED:	April 24, 2019		
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 approve the Interlocal Agreement with Sammamish Plateau Water for the adjustment of manholes and valve box castings associated with Sammamish's 2019 and 2020 Pavement Program projects.		
EXHIBITS:	1. Exhibit 1 - Pavement Program Interlocal Agreement with Sammamish Plateau Water and Sewer District		
BUDGET:			
Total dollar amount	\$0	<input type="checkbox"/>	Approved in budget
Fund(s)	Overlay & Pavement Preservation - Roadway, 101-000-542-30-48-51	<input type="checkbox"/>	Budget reallocation required
		<input checked="" 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 type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Shall the Council authorize the City Manager to sign the Interlocal Agreement (ILA) with Sammamish Plateau Water for reimbursement for work related to water and sewer utility adjustments on the 2019 and 2020 Pavement Program projects?

KEY FACTS AND INFORMATION SUMMARY:

Sammamish Plateau Water and Sewer District (SPWSD) operates and maintains the sanitary sewers and water mains located within the limits of the annual street paving projects. Sanitary sewer manholes and water valve boxes need to be adjusted to the finished road surface elevation. A pay item

for this type of work is included in the City's contract specifications for the paving projects and is publicly bid. This Interlocal Agreement allows the City to pay for the work to adjust the utility structures and submit the costs of the work to SPWSD for reimbursement. By combining the work under one contract, impacts to the traveling public are minimized and overall cost savings realized by Sammamish rate payers.

FINANCIAL IMPACT:

The City shall be reimbursed by the District for construction bid items related to water and sewer utility adjustments. Reimbursement will be based on unit bid costs awarded by the City construction contract.

OTHER ALTERNATIVES CONSIDERED:

Council may choose to not enter into an ILA with Sammamish Plateau Water and Sewer District for the Pavement Program projects and be responsible for the full cost of the utility adjustments or delay experienced by the public to allow SPWSD to raise the utilities.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Transportation Comprehensive Plan](#)

- **Goal T.3:** Operations, Maintenance, Management and Safety

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 4865

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF SAMMAMISH FOR THE ADJUSTMENT OF MANHOLE AND VALVE BOX CASTINGS AS PART OF THE CITY OF SAMMAMISH'S 2019 AND 2020 PAVEMENT PRESERVATION PROGRAMS

WHEREAS, the City will prepare Plans and Specifications for the City's various projects included as part of the 2019 and 2020 Pavement Preservation Programs ("Projects"), and will publicly bid the Projects, and award the Projects to the lowest responsible bidder ("Contractor"); and

WHEREAS, the Projects include unit bid items to adjust manhole castings, valve box castings, and meter boxes, to grade, and to provide traffic control; and

WHEREAS, the District provides water and sewer services in the general area of the Project in accord with applicable Washington State and City laws and regulations; and

WHEREAS, the District has manhole and valve box castings, and meter boxes, within the limits of the Projects that need to be adjusted to final grade following the City's pavement work; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public's interest by adjusting the District's manhole and valve box castings during construction of the Project; and

WHEREAS, the City and the District have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW; and,

WHEREAS, the City and the District have prepared the Interlocal Agreement between the City of Sammamish and Sammamish Plateau Water and Sewer District for the adjustment of manholes and valve box castings associated with the City of Sammamish 2019 and 2020 Pavement Preservation Program Projects, which is included as Attachment A; now, therefore,

Resolution No. 4865

Page 1

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

The Interlocal Agreement between the City of Sammamish and Sammamish Plateau Water and Sewer District for the adjustment of manholes and valve box castings associated with the City of Sammamish 2019 and 2020 Pavement Preservation Program Projects, included herein as Attachment A, is hereby approved, and that John C. Krauss, District General Manager, is hereby authorized and directed to execute such contract on behalf of the District

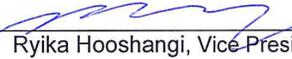
ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 15th day of April 2019.

**Individual Commissioner's
Vote on this Resolution:**

Approved: _____
 Opposed: _____
 Abstained: _____
 Absent: _____


 Lloyd Warren, President and Commissioner

Approved: W _____
 Opposed: _____
 Abstained: _____
 Absent: _____


 Ryika Hooshangi, Vice President and Commissioner

Approved: MS _____
 Opposed: _____
 Abstained: _____
 Absent: _____


 Mary Shustov, Secretary and Commissioner

Approved: _____
 Opposed: _____
 Abstained: _____
 Absent: _____


 Mahbulul Islam, Commissioner

Approved: ✓ _____
 Opposed: _____
 Abstained: _____
 Absent: _____


 Tom Hafman, Commissioner

ATTACHMENT A
2019 AND 2020 PAVEMENT PRESERVATION PROGRAM
INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAMMAMISH AND THE
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR THE ADJUSTMENT
OF MANHOLE AND VALVE BOX CASTINGS ASSOCIATED WITH THE CITY OF
SAMMAMISH'S 2019 AND 2020 PAVEMENT PRESERVATION PROGRAM
PROJECTS**

This Agreement ("Agreement") is made and entered into by and between the City of Sammamish, a municipal corporation (the "City") and the Sammamish Plateau Water and Sewer District, a municipal corporation (the "District" or "SPWSD") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

WHEREAS, the City will prepare plans and specifications ("Plans and Specifications") for the City's various projects, included as part of the 2019 and 2020 Pavement Preservation Program ("Project"); and

WHEREAS, the City will publicly bid the Project and award the Project to the lowest responsible bidder ("Contractor"); and

WHEREAS, the District provides water and sewer services in the general area of the Project; and

WHEREAS, the District has manhole castings, valve box castings, and meter boxes within the limits of the Project that will need to be adjusted to final grade following the City's pavement work; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public interest by adjusting the District's manhole and valve box castings during construction of the Project (hereinafter the "District Work"); and

WHEREAS, the City and the District have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

I. BIDDING

- A. The City shall incorporate the District Work, including specifications on how to complete the District Work, into the contract bid documents for the Project as a deductive alternate in such manner as to allow, to the extent possible, identification of cost allocations between the Parties.
- B. The City shall furnish the District with the bid prices for the District Work for the District's approval. Within two weeks of receiving the bid prices, the District shall notify the City, in writing, that the District either approves or rejects their portion of the contract to be awarded by the City. The City shall not proceed with the

District Work until the City has received approval from the District. If bids are received which, in the estimation of the District, are not acceptable for, all or a portion of the District Work, then as rejected by the District that portion of the District's Work shall not be included in the contract awarded by the City. Bid awards shall be made to the lowest responsible bidder for the total Project, subject to applicable laws and regulations.

- C. If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work. In that event; the terms of this Agreement shall not apply except for the following:
 - 1. The District shall require its contractor to coordinate all District Work located within the Project site with the City's Contractor, without unreasonably interfering with or delaying the City's Contractor. The District shall notify its contractor of such requirement, and shall provide written notice to the City and the City's Contractor ten days prior to beginning the District Work.
 - 2. If the District's contractor unreasonably delays or impacts the City's Contractor, the District agrees to defend, indemnify, and hold City harmless from and against any such unreasonable delay or impact if a claim is presented by the City's Contractor, provided the City shall give the District prompt notice of any potential claim as soon as the City has received knowledge thereof.
 - 3. As part of any asphalt pavement overlay work, the City shall have its Contractor provide surface divots or pavement markers on any casting encountered during the City's overlay work.

II. CONTRACT ADMINISTRATION

- A. City Responsibilities
 - 1. The City shall provide the administrative and clerical services necessary for the execution of the District Work.
 - 2. The City shall include in the contract plans, engineering specifications and details provided by the District.
 - 3. The City will notify the District in writing of any changes required by the City which substantially change the nature of the District's Work and shall obtain the District's approval prior to such changes. Such approval shall not be unreasonably withheld by the District. Written notification by the City shall be given to the District prior to the commencement of the work.
 - 4. Upon written notice from the District of any changes to the District Work needed during construction, the City shall make such changes, if feasible, to the City's contract with the Contractor as part of the contract's standard change order process.
 - 5. The City shall provide the District with the Contractor's proposed schedule for the District Work and written notice when the Contractor begins the District Work.

6. The City will make monthly progress payments to the Contractor for District Work accepted by the District as complete.
7. The City will submit the paid monthly invoices to the District for reimbursement of District Work completed and accepted by the District.
8. The City will not grant the Contractor final acceptance until the District has provided the City with written notice that the District's Work is complete and approved for final acceptance.

B. District Responsibilities

1. The District shall provide engineering specifications and details.
2. The District shall provide inspection to verify proper compliance with requirements in the Project contract Plans and Specifications while the Contractor is doing the District Work and shall provide the City with a written summary of pay item quantities to be included in the City's monthly progress payments to the Contractor.
3. The District shall promptly provide the City with written documentation describing any change(s) in the District Work required during construction.
4. The District shall promptly provide a response to the City, three (3) working days, after the District is notified of any changes required by the City that substantially change the nature of the District Work per section A. 3. above.
5. The District shall provide the Contractor with a new casting to replace any casting that was damaged prior to the Project.
6. Upon written notice from the City that the District Work is complete, the District shall, within ten working days, complete a final inspection of the completed District Work, and provide to the City a list of the accepted work and/or provide an itemized and detailed response as to why any portion of the District Work cannot be given acceptance.
7. The District shall assist in the approximate location of all castings to be adjusted. However, the Contractor shall be responsible for determining the exact location of the casting with a metal detector.

III. PAYMENT

- A. The District shall reimburse the City at the unit bid prices for each SPWSD manhole casting, SPWSD valve box casting, and SPWSD meter box adjusted. The District shall also reimburse the City for providing traffic control associated with the District Work, as bid by the Contractor for the Project.

The following pay items will pertain to the District Work:

1. Flaggers and Spotters
2. Adjust SPWSD Manhole
3. Adjust SPWSD Valve Box

4. Adjust SPWSD Meter Box

The measurement of Flaggers and Spotters will be based on those actual hours incurred while completing only the District Work, or based on a percentage of the District Work completed to the total number of utilities raised. Other District Work pay items may be added by Project specific engineering details and specifications provided by the District and included in the City's contract documents.

- B. The District shall reimburse the City at the unit bid prices bid for any other work approved by the District and completed by the Contractor for the District Work in accordance with the Project Specifications, or in conformance with a District approved and City executed change order.
- C. In the event the Contractor uncovers any materials, while doing work solely related to completion of the District Work, that require special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste, or contaminated soil) the District will be responsible for all costs incurred in handling and/or disposing of such materials.
- D. All payments shall be due within forty-five (45) days from the date the City invoices the District for the District Work performed on the Project, and when due shall accrue simple interest at the rate of one percent (1%) per month.

IV. INDEMNIFICATION AND HOLD HARMLESS

- A. Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.
- B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only with respect to the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

- D. The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

V. INDEMNIFICATION OF UTILITY AND INSURANCE

- A. The City shall require the Contractor building the Project to have the District named as an additional insured on all policies of insurance to be maintained by Contractor(s) under the terms of any Project contract(s); and any Project contract shall require Contractor to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation and provide satisfactory proof thereof prior to commencing construction.
- B. The City shall require that Contractor defend, indemnify and hold the District, its officers, officials, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, arising out of or in connection with the Contractor's participation in the Project, except for injuries and damages caused by the sole negligence of the District. The City shall require that the selected Contractor waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification.
- C. The City shall contractually require the Contractor to be solely and completely responsible for the safety and safety conditions at the job site, including the safety of all persons and property during the Project. The Contractor shall be contractually required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

VI. OTHER PROVISIONS

- A. The City agrees to require in its contract with the Contractor for the District Work to be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the contract bid documents.
- B. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.
- C. Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.
- D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both Parties.

- E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.
- F. This Agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.
- G. The individuals signing this Agreement on behalf of the respective Party represent and warrant they have the power and authority to do so.
- H. The recitals set forth above are incorporated herein by this reference.
- I. This Agreement shall remain in effect for the duration of the 2019 and 2020 Pavement Preservation Program Project. Provided, however, that if the District rejects the City's lowest responsible bidder only the terms in section I.C. above will remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below ("Effective Date").

CITY OF SAMMAMISH

SAMMAMISH PLATEAU
WATER AND SEWER DISTRICT

Larry Patterson, Interim City Manager

John C. Krauss, General Manager

Date

Date

Draft



MINUTES

City Council Regular Meeting

6:30 PM - April 16, 2019

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:

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

Councilmember Excused:

Mayor Christie Malchow

Staff Present:

City Manager Larry Patterson
Director of Community Development Jeff Thomas
Deputy Director of Public Works Cheryl Paston
City Engineer Andrew Zagars
Management Analyst Mike Sugg
City Clerk Melonie Anderson
City Attorney Michael Kenyon

ROLL CALL

Roll was called.

MOTION: Deputy Mayor Karen Moran moved to excuse Mayor Malchow. Councilmember Chris Ross seconded. Motion carried unanimously 6-0 with Mayor Christie Malchow absent.

PLEDGE OF ALLEGIANCE

Councilmember Ritchie led the pledge.

APPROVAL OF AGENDA

Councilmember Hornish requested to remove Item 8 - Transportation Master Plan Amendment/Fehr & Peers and Item 11 - Letter on Growth Pattern Alternatives for VISION 2050 from the Consent Agenda.

Draft

MOTION: Councilmember Ramiro Valderrama moved to approve the agenda as amended. Councilmember Pam Stuart seconded. Motion carried 5-1 with Councilmember Pam Stuart dissenting, Mayor Christie Malchow absent.

Councilmember Hornish removed Items 8 and 11.

PUBLIC COMMENT

Michelle Bun, 3437 207 Place NE, spoke regarding unsafe crosswalks at Pine Lake Park.

Mark Cross, 247 208 Avenue NE, spoke regarding the Zackuse Creek Basin.

Peyton Stever, 16696 NE 84 St, spoke regarding gondolas as an alternative to bus transit. Showed a presentation, available upon request to the City Clerk, [Melonie Anderson](#).

Scott Jarvis, 3825 Issaquah Pine Lake Road SE, spoke seeking final plat approval for Meadowleaf subdivision.

Deb Sogge, Sammamish Chamber of Commerce, update the Council on what the Chamber has been doing.

Harry Shedd, 2313 Sahalee Drive, spoke regarding Puget Sound Regional Council's (PRSC) 2050 Plan.

Mary Wictor, 408 208 Avenue NE, spoke regarding drainage in historic Inglewood plat. Showed a presentation, available upon request to the City Clerk, [Melonie Anderson](#).

Paul Stickney, 22626 NE Inglewood Hill Road, spoke on several topics.

CONSENT CALENDAR

Payroll: For the Period Ending March 31, 2019 For a Pay Date of April 5, 2019 in the Amount of \$469,246.61

Approval: Claims For Period Ending April 16, 2019 In The Amount Of \$1,843,135.71 For Check No. 53615 Through 53763

Resolution: Granting Final Plat Approval Of The Meadowleaf Subdivision Phase II

Approval Bid Award: 2019 Curb Ramp Retrofit and Sidewalk Repair Project/RRJ Company LLC

Contract: Issaquah-Pine Lake Road SE Improvements, Phase 1 - Engineering Design

Approval: 2019-2021 Right of Way Landscape Maintenance Contract/At Work!

Approval: Sammamish-WSDOT-King County ITS Improvement Project: Engineering Design Contract/DKS Assoc.

~~**Approval:** Transportation Master Plan Contract Amendment/Fehr & Peers~~

Approval : Contract for 2019 Landscape Maintenance Services for City Parks/Kirkland Land Care

Grant Acceptance: Stormwater Outreach/King Conservation District

Draft

~~**Approval:** Letter on Growth Pattern Alternatives for VISION 2050~~

Approval: Notes for the April 1, 2019 Study Session

Approval: Minutes for the April 2, 2019 Regular Meeting

Approval: Notes for the April 9, 2019 Study Session

PRESENTATIONS / PROCLAMATIONS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

Approval: Transportation Master Plan Contract Amendment/Fehr & Peers

MOTION: Councilmember Tom Hornish moved to authorize the City Manager to approve Fehr & Peers' contract amendment in the amount of \$21,435 for the Transportation Master Plan Project, and to administer a management reserve of \$50,000. Councilmember Ramiro Valderrama seconded. Motion carried unanimously 6-0 with Mayor Christie Malchow absent.

Approval: Letter on Growth Pattern Alternatives for VISION 2050

MOTION: Councilmember Pam Stuart moved to approve letter as amended for Puget Sound Regional Council.

Councilmember Stuart asked that language be added that Sammamish would hope and expect to not have any less support for transit services in the future.

Councilmember Chris Ross seconded. Motion carried unanimously 6-0 with Mayor Christie Malchow absent.

NEW BUSINESS

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

Report: Mayor Christie Malchow

Report: Councilmember Jason Ritchie

Report: Councilmember Valderrama reported on a meeting with Eastside Fire and Rescue and a PRSC meeting.

Discussion: Federal Legislation Regarding Tractor Trailers

Mike Sugg, Management Analyst gave the staff report.

Draft

MOTION: Councilmember Pam Stuart moved to direct the City Manager to contact AWC for further information on this issue. Councilmember Ramiro Valderrama seconded. Motion carried unanimously 6-0 with Mayor Christie Malchow absent.

CITY MANAGER REPORT

Report: Interim City Manager Larry Patterson

Republic Services has requested reopening the Contract for Solid Waste Rates. This will be placed on a future Study Session.

MOTION: Councilmember Jason Ritchie moved to send the letter to the Governor regarding legislation on the Parks District Annexation. Councilmember Pam Stuart seconded. Motion carried unanimously 6-0 with Mayor Christie Malchow absent.

MOTION: Councilmember Pam Stuart moved to approve a part time employee position to accept passports. Deputy Mayor Karen Moran seconded. Motion carried unanimously 6-0 with Mayor Christie Malchow absent.

ADJOURNMENT

The meeting adjourned at 7:40 pm.

MOTION: Councilmember Pam Stuart moved to adjourn. Deputy Mayor Karen Moran seconded. Motion carried unanimously 6-0 with Mayor Christie Malchow absent.

Melonie Anderson, City Clerk

Christie Malchow, Mayor



Sammamish, Washington
Proclamation
Affordable Housing Week
May 13- 17, 2019



WHEREAS, all people should have access to safe, healthy, and affordable homes within communities of opportunity; and

WHEREAS, studies have found that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% Increase in homelessness in nearby suburbs and rural areas; and

WHEREAS, the most recent Point In Time Count found 6,320 people in King County sleeping outdoors without shelter in January of 2018, and 782 families are considered “housing insecure,” because they are spending more than half of their income on rent & utilities; and

WHEREAS, the combined cost burden of housing plus transportation can be substantially reduced by locating affordable housing opportunities in proximity to transit; and

WHEREAS, the All Home community identifies affordable housing as a critical component of making homelessness rare, brief, and one-time; and

WHEREAS, everyone benefits from affordable housing, including the people who reside in these properties, their neighbors, businesses, employers, and the community as a whole; and

WHEREAS, the Association of Washington Cities determined that enhancing efforts address housing shortages and affordability was a critical priority for the 2019 Legislative Session; and

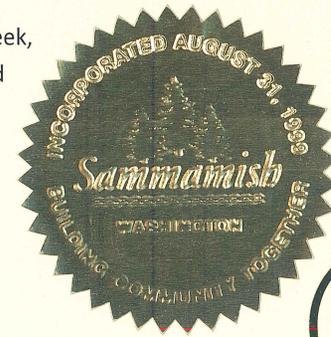
WHEREAS, united in an effort to raise public awareness, communities throughout King County are participating in local Affordable Housing Week efforts to inform the public of the critical need to preserve and increase affordable housing in our communities; and

WHEREAS, the City of Sammamish endorses the goals, objectives, and purposes of Affordable Housing Week, and in doing so, recommits itself to ensuring that our community thrives with opportunity, and that all people in it live with dignity in safe, healthy, and affordable homes;

NOW THEREFORE BE IT RESOLVED that the City of Sammamish does hereby proclaim the week of
 May 13-17, 2019, as **Affordable Housing Week.**

 Mayor Christie Malchow

 Date



Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	Public Hearing and consideration of Roadway Volume to Capacity Concurrency Level of Service standards.	
DATE SUBMITTED:	May 03, 2019	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Open Public Hearing and consider adoption of an ordinance amending Chapters 14A.05, 14A.10 and 21A.15 of the Sammamish Municipal Code (SMC) to make permanent the Roadway Volume to Capacity Concurrency Level of Service Standards.	
EXHIBITS:	1. Exhibit 1 - Ordinance Amend Chapters 14A.05 14A.10 and 21A.15 SMC 2. Attachment A - Chapters 14A and 21A SMC Redlined 3. Exhibit 2 - 20181114 Fehr&Peers HCM Mod Capacity Methods memo - final 4. Exhibit 3 - Proposed Code Amendments - Chapters 14A and 21A SMC CLEAN 5. Exhibit 4 - 20190328 - PC Recommendation Letter Final - signed 6. Exhibit 5 - O2018-477 - V C LOS 14A 21A Emergency Ord 7. Exhibit 6 - 20190507 CC Pub Hearing - V C LOS Presentation	
BUDGET:		
Total dollar amount	N/A	<input type="checkbox"/> Approved in budget
Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required
		<input checked="" 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:

Shall the City Council adopt an Ordinance to amend Chapters 14A.05, 14A.10 and 21A.15 SMC?

KEY FACTS AND INFORMATION SUMMARY:Summary

On [November 20, 2018](#), Council adopted emergency ordinance [O2018-477](#) (Exhibit 5), which established interim regulations by amending Chapters 14A.05, 14A.10 and 21A.15 of the Sammamish Municipal Code (SMC). The ordinance established road segment and corridor level of service (LOS) standards as the volume to capacity (V/C) ratios of up to and including 1.4 for segments and 1.1 for corridors, for the City's principal and minor arterials. The roadway standards shall be applied per the AM and PM peak hours as defined by the City traffic model in each direction. East Lake Sammamish Parkway NE and East Lake Sammamish Parkway SE segments and corridors were not included in this LOS assessment.

The proposed amendments (Exhibit 1 Attachment A [redlined]; Exhibit 3 [clean]) will make these interim regulations, with the addition of clean-up amendments, permanent development regulations. The interim regulations will expire on June 1, 2019 if no action is taken to adopt permanent regulations.

Background

After much analysis and discussion, in February, 2018 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. 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](#). At that time, Council also directed staff to return in October 2018 to discuss three options to establish roadway LOS standards to be included in the concurrency program.

The project team met with Council on [October 1, 2018](#), [October 16, 2018](#), [October 22, 2018](#), and [November 13, 2018](#) to further discuss the Council's options for establishing a LOS for road corridors and segments and answer questions. Over the course of those meetings, Council directed staff to:

- Use principal and minor arterial corridors and segments as defined in the 2017 draft Comp Plan update and to exclude East Lake Sammamish Parkway NE or East Lake Sammamish Parkway SE.
- Modify the HCM, 6th Edition method by incorporating the Florida DOT's adjustments to the HCM's base capacity if left turn pockets, right turn lanes, medians, flashing yellow arrows, or Intelligent Transportation System technologies are present (Exhibit 2)
- Set the V/C LOS standard ratio of up to and including 1.1 for corridors and 1.4 for segments.

The City Council adopted emergency ordinance [O2018-477](#) to establish the above regulations on an interim basis. City Council then held a public hearing on the emergency ordinance on January 15, 2019 to obtain public testimony. Written comment letters provided to the Council at the public hearing are linked below as follows:

- [Paul Stickney](#)

- [Don Gerend](#)
- [Kevin Jones, Transpo Group](#)
- [Master Builders Association of King and Snohomish Counties](#)

The proposed code amendments (Exhibit 1 Attachment A) are substantially the same as the interim regulations adopted by O2018-477; however, staff also recommend the additional language highlighted in grey to further clarify code and comprehensive plan references, remove outdated references to land use actions, and to add a subsection requiring that an applicant schedule and complete a pre-application meeting prior to filing an application for a certificate of concurrency. The City Attorney has also suggested legal edits to deal with the current situation of running the concurrency test for each application to deal with an existing deficiency (See SMC 14A.10.040 in Exhibit 1 Attachment A).

Staff presented the proposed interim corridor and segment LOS standards and explained the traffic concurrency methodology to the Planning Commission on [December 6, 2018](#). Planning Commission then held a public hearing on [March 7, 2019](#) to provide opportunity for further public testimony on the proposed permanent code amendments. Following the hearing, the Planning Commission recommended that City Council adopt the proposed amendments (Exhibit 4).

Sahalee Way - 228th Ave North Corridor Failure

The V/C thresholds for road segments and corridors, 1.4 V/C and 1.1 V/C respectively, will create a failure of the Sahalee Way - 228th Avenue North Corridor, which has a V/C exceeding the 1.1 V/C threshold for corridors. The failure of this corridor is not addressed in the City's 6-year Transportation Improvement Projects Plan (TIP) and the City must now address it.

With direction from City staff, the City's traffic modeler, David Evans and Associates (DEA), tested the effects of seven strategies to improve operations on the failing corridor. The following table illustrates the strategies the City could implement and their impact on the V/C for the failing corridor. Only the AM Peak Hour Northbound is shown as that is when the corridor is most congested.

		<i>Before</i>		<i>After</i>	
<i>No.</i>	<i>Intersection Strategy</i>	<i>Pass/Fail</i>	<i>2024 Pipeline Intersection LOS</i>	<i>Pass/Fail</i>	<i>2024 Pipeline Intersection LOS</i>
1	Installation of a traffic signal at Sahalee Way NE and NE 28th Street *	Fail	LOS F	Pass	LOS B (AM), A (PM)
<i>AM Peak Hour Northbound</i>					
<i>No.</i>	<i>Roadway Corridor Strategy</i>	<i>Pass/Fail</i>	<i>2024 Pipeline Corridor V/C</i>	<i>Pass/Fail</i>	<i>2024 Pipeline Corridor V/C</i>
2	Removal of the NE 42nd Street Barricade as a proxy for a north-south connection to SR 202	Fail	1.16	Fail	1.13
3	Connecting NE 22nd Street from 244th Avenue NE to 236th Avenue NE	Fail	1.16	Fail	1.13
4	Improvement of the SE 8th Street/218th Avenue SE/216th Avenue NE corridor to a 3-lane collector arterial	Fail	1.16	Fail	1.16
5	Widen Sahalee Way NE to a 3-lane section with a median and right-turn pockets from NE 12th Street to the city limits	Fail	1.16	Pass	1.07
6	Install bus pullouts along the Sahalee Way/228th Avenue corridor	Fail	1.16	Fail	1.16
7	Combination of Strategies 3 and 5	Fail	1.16	Pass	1.04
* Intersection concurrency measured by average delay					

In addition to the above strategies, the City Council could choose to raise the V/C standard for the Sahalee corridor, exclude it from concurrency measurement similar to East Lake Sammamish Parkway, or identify a capital project(s) on the TIP that increases capacity on the corridor. Should the City Council desire to add one or more of the strategies in the table above to the TIP, a decision needs to be made no later than June 4th so staff has enough time to assemble the materials for the June 18th Council meeting as State law requires the TIP be adopted by June 30th. Staff will present the draft 2020-2025 TIP to Council on May 21, 2019 and June 4, 2019 for consideration.

Next Steps

The City Council will hold a Public Hearing on these proposed code amendments and then continue it to the Council's next regular meeting on May 14 (if needed) and on May 21, 2019.

FINANCIAL IMPACT:

The full financial impact is unknown until City Council determines how it prefers to address the Sahalee Way - 228th Avenue North corridor failure.

OTHER ALTERNATIVES CONSIDERED:

None.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Comprehensive Plan](#) - [Transportation Element](#)

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2019-**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING CHAPTERS 14A.05, 14A.10, AND
21A.15 OF THE CITY OF SAMMAMISH MUNICIPAL CODE
RELATING TO TRANSPORTATION CONCURRENCY AND
LEVEL OF SERVICE FOR ROAD SEGMENTS AND
CORRIDORS; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Chapters 14A.05, 14A.10, and 21A.15 of the Sammamish Municipal Code (“SMC”) contain definitions and regulations for public works and transportation; these regulations must be consistent with the City’s Comprehensive Plan and particularly its Transportation Element; and

WHEREAS, on November 20, 2018, City Council Ordinance O2018-477, which established interim regulations by amending Chapters 14A.05, 14A.10 and 21A.15 SMC, and adopted road segment and corridor level of service (LOS) standards as the volume to capacity (V/C) ratios of up to and including 1.4 for segments and 1.1 for corridors; and

WHEREAS, the interim regulations expire on June 1, 2019, pursuant to the limits established in RCW 36.70A.390; and

WHEREAS, on January 15, 2019, the City Council held a public hearing on Ordinance O2018-477 pursuant to RCW 36.70A.390; and

WHEREAS, an environmental review of the proposed amendments was conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), including submittal of a SEPA checklist, which included *Transportation Issue Paper*, containing analysis of the potential environmental impacts associated with amended policy language in the Transportation Element; and

WHEREAS, on June 19, 2018, a SEPA threshold determination of non-significance (“DNS”) was issued and no appeals were filed; and

WHEREAS, The City of Sammamish issued a SEPA addendum on September 13, 2018 to document the revised SEPA checklist pursuant to WAC 197-11-625. The lead agency determined that there are no substantial changes to the proposal such that it might have significant adverse environmental impacts; therefore, the DNS issued on June 19, 2018 stands; and

WHEREAS, on March 12, 2019, the City submitted the proposed code amendments and to the Washington State Department of Commerce in accordance with RCW 36.70A.106; and

WHEREAS, on March 7, 2019, the Planning Commission held a public hearing on the proposed code amendments, considered public comment, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council has determined that the proposed code amendments meet the City’s goals and objectives for transportation concurrency and level of service for road segments and corridors; and

WHEREAS, on May 7, 2019, the City Council held a public hearing on the proposed amendments to Chapters 14A.05, 14A.10, and 21A.15 SMC to provide further opportunity for public comment and participation.

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

Section 2. Chapters 14A.05, 14A.10, and 21A.15 Sammamish Municipal Code, Amended. Chapters 14A.05, 14A.10, and 21A.15 SMC are hereby amended as shown in Attachment A, attached and incorporated herein by this reference.

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

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF _____ 2019.

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: _____

First Reading: _____

Passed by the City Council: _____

Date of Publication: _____

Effective Date: _____

**Chapter 14A.05
DEFINITIONS**

14A.05.010 Definitions.

The following words and terms are defined pursuant to RCW 82.02.090 and shall have the following meanings for the purposes of this title, unless the context clearly requires otherwise. The following words, terms, and definitions shall apply to all portions of this title, except as specifically superseded by definitions set forth elsewhere in this title.

“Concurrency test” means the determination of an applicant’s impact on transportation facilities by the comparison of the City’s adopted level of service standards to the projected level of service at intersections or road corridors, or road segments with the proposed development.

...

“Level of service standards” means the City’s defined performance standards for its adopted concurrency intersections, and road corridors, and road segments, as defined in the City’s Comprehensive Plan SMC 14A.10.050.

**Chapter 14A.10
CONCURRENCY**

14A.10.010 Concurrency requirement.

(1) In accordance with RCW 36.70A.070(6)(b), the City must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards defined in SMC 14A.10.050, adopted in the transportation element of the City’s comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development. These strategies may include increased public transportation service, ride sharing programs, demand management, and other transportation systems management strategies. For the purposes of the City’s concurrency requirement, “concurrent with the development” shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years.

(2) The City shall not issue a development permit until:

- (a) A certificate of concurrency has been issued; or
- (b) The applicant has executed a concurrency test deferral affidavit where specifically allowed; or
- (c) The applicant has been determined to be exempt from the concurrency test as provided in SMC 14A.10.030(1).

14A.10.020 Application for certificate of concurrency.

(1) Each applicant for requesting a comprehensive plan site-specific land use map amendment requesting property redesignation or zone reclassification, except as provided in SMC 14A.10.030(1), shall elect one of the following options:

- (a) Apply for a certificate of concurrency; or
- (b) Execute a concurrency test deferral affidavit.

(2) Each applicant for a planned action, subdivision (including a preliminary plat, short plat, or binding site plan and revisions or alterations which increase the number of dwelling units or trip generation), mobile home park, a master site plan, urban planned development unified zone development plan, conditional use permit, or site development permit shall apply for a certificate of concurrency, unless a certificate has been issued for the same parcel in conjunction with a comprehensive plan site-specific land use map amendment or zone reclassification, or except as provided in SMC 14A.10.030(1).

(3) Each applicant for a building permit or certificate of occupancy for a change in use shall apply for a certificate of concurrency, unless a certificate has been issued for the same parcel in conjunction with subsections (1) or (2) of this section, or except as provided in SMC 14A.10.030(1).

~~(3)(4)~~ Each applicant filing under subsection (1) and (2) of this section shall contact the department to schedule a preapplication conference as defined in SMC 20.05.030 and 14A.05.010, that shall be held prior to filing an application for a certificate of concurrency. The Director may waive the requirement for a preapplication conference if it is determined to be unnecessary for review of an application.

~~(4)(5)~~ Applicants for a certificate of concurrency may designate the density and intensity of development to be tested for concurrency, provided such density and intensity shall not exceed the maximum allowed for the parcel. If the applicant designates the density and intensity of development, the concurrency test will be based on and applicable to only the applicant's designated density and intensity. If the applicant does not designate density and intensity, the concurrency test will be based on the maximum allowable density and intensity.

14A.10.030 Exemptions from concurrency test.

(1) The following developments are exempt from this chapter, and applicants may submit applications, obtain development permits and commence development without a certificate of concurrency:

(a) Any development permit for the following development because it creates insignificant and/or temporary additional impacts on any public facility:

- (i) Right-of-way use;
- (ii) Street improvements, including new streets constructed by the City of Sammamish;
- (iii) Street use permits;
- (iv) Utility facilities which do not impact public facilities, such as pump stations, transmission or collection systems, and reservoirs;
- (v) Expansion of an existing nonresidential structure that results in the addition of 100 square feet or less of gross floor area and does not add residential units or accessory dwelling units as defined in SMC 21A.15.345 to 21A.15.370;
- (vi) Expansion of a residential structure provided the expansion does not result in the creation of an additional dwelling unit or accessory dwelling unit as defined in SMC 21A.15.345 to 21A.15.370;
- (vii) Miscellaneous non-traffic generating improvements, including, but not limited to, fences, walls, swimming pools, sheds, and signs;
- (viii) Demolition or moving of a structure; or
- (ix) Tenant improvements that do not generate additional trips.

14A.10.040 Concurrency test.

(1) The City shall perform a concurrency test for each application for a certificate of concurrency. The public works director, or his/her designee, shall use the following methods to conduct the concurrency test ~~for each type of public facility~~:

(a) For individual single-family residential building permit applications on existing lots, or other land use permits that generate less than 10 trips during an individual peak hour, the City will run a concurrency test after permit applications have been received that collectively result in 10 or more trips during an individual peak hour; provided, however, that a concurrency certificate can be issued without conducting the concurrency test when fewer than 10 accumulated trips have been generated since the last concurrency test. The City may run the concurrency test when less than 10 accumulated trips have been generated since the last test when there are existing public transportation facility circumstances that necessitate the concurrency test be performed in the order received for single-family residential building permit applications on existing lots. ~~or~~

- (b) For all other development, review of each application as received in subsection (4) compared to the capacity of the public facilities in accordance with the provisions of this chapter.
- (2) If the impact of the development does not cause the level of service to decline below the standards set forth in SMC 14A.10.050, the concurrency test is passed, and the applicant shall receive a certificate of concurrency.
- (3) If the impact of the development will cause the level of service to decline below the standards set forth in SMC 14A.10.050, the concurrency test is not passed, and the applicant may select one of the following options:
 - (a) Accept a 90-day reservation of public facilities that are available, and within the same 90-day period amend the application to meet the level of service standard set forth in SMC 14A.10.050, or
 - (b) Appeal the denial of the application for a certificate of concurrency, pursuant to the provisions of SMC 14A.10.080; or
 - (c) Arrange to provide for public facilities that are not otherwise available and that cause the level of service to rise to the standards set forth in SMC 14A.10.050.
- (4) The City shall conduct the concurrency test, as needed, in the order that completed applications are received and proposed trip generation estimates are approved by the City.
- (5) A concurrency test, and any resulting certificate of concurrency, shall be administrative actions of the City that are categorically exempt from the State Environmental Policy Act.

14A.10.050 Level of service standards.

(1) In conducting the concurrency test in accord with Chapter 14A.10 SMC, the intersection LOS standards adopted in the Transportation Element of the Comprehensive Plan are LOS D for intersections that include principal arterials and LOS C for intersections that include minor arterials or collector arterials. The LOS for intersections with principal arterials may be reduced to E for intersections that require more than three approach lanes in any direction. The intersection standards shall be applied to both the morning and afternoon peak hours. The LOS standard for the higher road classification shall be the standard applied.

(2) In conducting the concurrency test in accord with Chapter 14A.10 SMC, the road corridor and segment LOS standards are volume to capacity ratio of up to and including 1.1 for corridors and 1.4 for segments, respectively, for the City's principal and minor arterials. The roadway standards shall be applied per the City's traffic model's AM and PM peak hours in each direction. The 2016 and 2024 corridor and segment capacities and LOS standards are shown in Figure 1. The capacity was calculated by modifying the Highway Capacity Manual, 6th Edition methodology as described in the Measuring Concurrency for Segments and Corridors: HCM 6th Edition, Modified memo, dated November 16, 2018 by Kendra Breiland and Bianca Popescu, Fehr & Peers.

Figure 1: 2016 HCM Modified Methodology								
Segment*		AM Volume	PM Volume	Capacities	AM V/C	PM V/C	AM	PM
					2016 HCM Mod	2016 HCM Mod	2016 HCM Mod	Corridor ≤1.1 Segment ≤1.4
East Lake Sammamish Parkway North Corridor	NB				1.52	0.78	Fail	Pass
	SB				0.44	1.55	Pass	Fail
1 E Lk Sammamish Pkwy, City limits - 196th Ave NE (Weber Pl) ¹	NB	1,145	586	705	1.62	0.83	Fail	Pass
	SB	365	1,238		0.52	1.76	Pass	Fail
2 E Lk Sammamish Pkwy, 196th Ave NE - NE 26th Pl	NB	1,198	614	705	1.70	0.87	Fail	Pass
	SB	309	1,167		0.44	1.65	Pass	Fail
3 E Lk Sammamish Pkwy, NE 26th Pl - NE Inglewood Hill Rd	NB	1,202	623	969	1.24	0.64	Pass	Pass
	SB	358	1,209		0.37	1.25	Pass	Pass
East Lake Sammamish Parkway Central Corridor	NB				0.61	0.65	Pass	Pass
	SB				0.47	0.77	Pass	Pass
4 E Lk Sammamish Pkwy, Inglewood Hill Rd - Louis Thompson Rd	NB	649	529	925	0.70	0.57	Pass	Pass
	SB	363	759		0.39	0.82	Pass	Pass
5 E Lk Sammamish Pkwy, Louis Thompson Rd NE - SE 8th St	NB	385	454	705	0.55	0.64	Pass	Pass
	SB	335	546		0.48	0.77	Pass	Pass
6 E Lk Sammamish Pkwy, SE 8th St - SE 24th Way	NB	345	523	705	0.49	0.74	Pass	Pass
	SB	378	494		0.54	0.70	Pass	Pass

East Lake Sammamish Parkway South Corridor				NB			0.53	1.02	Pass	Pass
				SB			0.87	0.80	Pass	Pass
7	E Lk Sammamish Pkwy, SE 24th Way – 212th Ave SE		705	NB	331	545	0.47	0.77	Pass	Pass
				SB	450	545	0.64	0.77	Pass	Pass
8	E Lk Sammamish Pkwy, 212th Ave SE – South City Limit		749	NB	429	881	0.57	1.18	Pass	Pass
				SB	750	620	1.00	0.83	Pass	Pass
Sahalee Way–228th Avenue North Corridor				NB			1.12	0.67	Fail	Pass
				SB			0.56	1.03	Pass	Pass
9	Sahalee Way/228th Ave NE, City Limit – NE 37th Way		951	NB	1,256	573	1.32	0.60	Pass	Pass
				SB	471	1,102	0.50	1.16	Pass	Pass
10	Sahalee Way/228th Ave NE, NE 37th Way - NE 36th St ²		906	NB	1,043	547	1.15	0.60	Pass	Pass
				SB	474	989	0.52	1.09	Pass	Pass
11	Sahalee Way/228th Ave NE, NE 36th St - 223rd Ave NE ²		906	NB	1,023	531	1.13	0.59	Pass	Pass
				SB	457	947	0.50	1.04	Pass	Pass
12	Sahalee Way/228th Ave NE, 223rd Ave NE – NE 25th Way		906	NB	950	545	1.05	0.60	Pass	Pass
				SB	450	840	0.50	0.93	Pass	Pass
13	228th Ave, NE 25th Way – NE 12th Pl ³		906	NB	711	790	0.78	0.87	Pass	Pass
				SB	660	796	0.73	0.88	Pass	Pass
228th Avenue Central Corridor				NB			0.54	0.68	Pass	Pass
				SB			0.58	0.66	Pass	Pass
14	228th Ave, NE 12th Pl – NE 8th St/Inglewood Hill Rd		969	NB	727	894	0.75	0.92	Pass	Pass
				SB	807	870	0.83	0.90	Pass	Pass
15	228th Ave, NE 8th St/Inglewood Hill Rd – Main St		1,861	NB	808	1,058	0.43	0.57	Pass	Pass
				SB	1,024	1,052	0.55	0.57	Pass	Pass
16	228th Ave, Main St - SE 8th St ⁴		1,861	NB	923	1,085	0.50	0.58	Pass	Pass
				SB	820	1,148	0.44	0.62	Pass	Pass
17	228th Ave, SE 8th St – SE 10th St		1,861	NB	854	1,209	0.46	0.65	Pass	Pass
				SB	954	1,078	0.51	0.58	Pass	Pass
18	228th Ave, Se 10th St – SE 20 th St		1,861	NB	1,086	1,303	0.58	0.70	Pass	Pass
				SB	1,087	1,233	0.58	0.66	Pass	Pass
228th Avenue South Corridor				NB			0.55	0.83	Pass	Pass
				SB			0.70	0.66	Pass	Pass
19	228th Ave, SE 20th St – Issaquah Pine Lake Rd SE		1,949	NB	1,128	1,426	0.58	0.73	Pass	Pass
				SB	1,136	1,341	0.58	0.69	Pass	Pass
20	228th Ave, Issaquah Pine Lake Rd SE – SE 43rd Way		969	NB	454	953	0.47	0.98	Pass	Pass
				SB	827	565	0.85	0.58	Pass	Pass
244th Avenue North Corridor				NB			0.39	0.40	Pass	Pass
				SB			0.48	0.42	Pass	Pass
21	244th Ave NE, NE 30th Pl - NE 20th St		705	NB	295	293	0.42	0.42	Pass	Pass
				SB	313	320	0.44	0.45	Pass	Pass
22	244th Ave NE, NE 20th St - NE 8th St		705	NB	320	334	0.45	0.47	Pass	Pass
				SB	467	350	0.66	0.50	Pass	Pass
23	244th Ave NE, NE 8th St – E Main St		925	NB	369	306	0.40	0.33	Pass	Pass
				SB	295	375	0.32	0.41	Pass	Pass
24	244th Ave NE/SE, E Main St - SE 8th St		881	NB	189	342	0.21	0.39	Pass	Pass
				SB	371	291	0.42	0.33	Pass	Pass
NE Inglewood Hill Road Corridor				EB			0.31	0.79	Pass	Pass
				WB			0.77	0.39	Pass	Pass
25	NE Inglewood Hill Rd, E Lk Sammamish Pkwy – 216th Ave		705	EB	180	678	0.25	0.96	Pass	Pass
				WB	681	288	0.97	0.41	Pass	Pass
26	NE Inglewood Hill Rd, 216th Ave NE – 228th Ave NE ⁴		969	EB	334	560	0.34	0.58	Pass	Pass
				WB	480	364	0.50	0.38	Pass	Pass
NE 8th Street Corridor				EB			0.35	0.52	Pass	Pass
				WB			0.46	0.34	Pass	Pass
27	NE 8 th St, 228 th Ave NE – 235 th Ave NE		969	EB	385	554	0.40	0.57	Pass	Pass
				WB	461	344	0.48	0.36	Pass	Pass
28	NE 8 th St, 235 th Ave NE – 244 th Ave NE		881	EB	228	393	0.26	0.45	Pass	Pass
				WB	384	288	0.44	0.33	Pass	Pass
SE 8th Street Corridor				EB			0.28	0.40	Pass	Pass
				WB			0.63	0.32	Pass	Pass
29	SE 8 th St, 228 th Ave SE – 244 th Ave SE		925	EB	257	372	0.28	0.40	Pass	Pass
				WB	585	292	0.63	0.32	Pass	Pass
Issaquah-Pine Lake Road Corridor				EB/SB			0.97	0.83	Pass	Pass
				WB/NB			0.54	1.06	Pass	Pass
30	Issaquah-Pine Lk Rd, 228 th Ave SE - SE 32 nd Way ³		969	EB	467	802	0.48	0.83	Pass	Pass
				WB	589	613	0.61	0.63	Pass	Pass
31	Issaquah-Pine Lk Rd, SE 32 nd Way - SE Klahanie Blvd		881	NB	505	747	0.57	0.85	Pass	Pass
				SB	610	754	0.69	0.86	Pass	Pass
32	Issaquah-Pine Lk Rd, SE Klahanie Blvd – SE 46 th St		881	NB	391	990	0.44	1.12	Pass	Pass
				SB	979	742	1.11	0.84	Pass	Pass
33	Issaquah-Pine Lk Rd, SE 46th St - SE 48th St		881	NB	444	1,207	0.50	1.37	Pass	Pass
				SB	1,078	717	1.22	0.81	Pass	Pass

SE 32nd Way/Street - Issaquah-Beaver Lake Road Corridor				EB	WB		0.25	0.56	Pass	Pass
				WB			0.46	0.41	Pass	Pass
34	SE 32 nd Way, Issaquah-Pine Lk Rd – 235 th Place SE	EB	178	475	705		0.25	0.67	Pass	Pass
				WB			0.55	0.47	Pass	Pass
35	SE 32 nd Way, 235 th Place SE – 244 th Ave SE	EB	173	381	705		0.25	0.54	Pass	Pass
				WB			0.40	0.37	Pass	Pass
36	SE 32 nd Way, 244 th Ave SE – E Beaver Lake Dr SE	EB	216	439	705		0.31	0.62	Pass	Pass
				WB			0.52	0.47	Pass	Pass
37	Issaquah-Beaver Lk Rd, E Beaver Lk Dr – SE Duthie Hill Rd	EB	171	282	881		0.19	0.32	Pass	Pass
				WB			0.29	0.32	Pass	Pass
Issaquah-Fall City Road Corridor				NB/EB	SB/WB		0.26	0.91	Pass	Pass
				SB/WB			0.94	0.54	Pass	Pass
38	SE Issaquah-Fall City Rd, Issaquah-Pine Lk Rd – 245 th Pl SE ⁶	EB	532	1,271	1,772		0.30	0.72	Pass	Pass
				WB			0.67	0.42	Pass	Pass
39	SE Issaquah-Fall City Rd, 245th Ave SE - Klahanie Dr SE	EB	149	1,160	881		0.17	1.32	Pass	Pass
				WB			1.43	0.76	Fail	Pass
40	SE Issaquah-Fall City Rd, Klahanie Dr SE - SE Duthie Hill Rd	EB	237	746	881		0.27	0.85	Pass	Pass
				WB			0.74	0.55	Pass	Pass
41	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – SE Issaquah-Fall City Rd ⁶	NB	203	521	881		0.23	0.59	Pass	Pass
				SB			0.68	0.30	Pass	Pass
Duthie Hill Road Corridor				NB/EB	SB/WB		0.32	0.93	Pass	Pass
				SB/WB			0.90	0.63	Pass	Pass
42	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – 266th Ave SE	NB	254	769	725		0.35	1.06	Pass	Pass
				SB			1.03	0.72	Pass	Pass
43	SE Duthie Hill Rd, 266th Ave SE – Trossachs Blvd SE ⁶	EB	262	713	906		0.29	0.79	Pass	Pass

Notes

Corridor V/C ratios are volume weighted.

* ELSP corridors are shown for information purposes only as they are excluded from concurrency.

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

⁶ Segment is partially outside of Sammamish City Limits.

2024 HCM Modified Methodology											
Segment*		AM Volume	PM Volume	Capacities	2024 HCM Mod	AM V/C	2024 HCM Mod	PM V/C	2024 HCM Mod	AM	PM
										Corridor ≤1.1 Segment ≤1.4	
East Lake Sammamish Parkway North Corridor				NB		1.52	0.82	Fail	Pass		
				SB		0.54	1.61	Pass	Fail		
1	E Lk Sammamish Pkwy, City limits - 196th Ave NE (Weber Pl) ¹	NB	1,144	611	705	1.62	0.87	Fail	Pass		
				SB	442	1,285	0.63	1.82	Pass	Fail	
2	E Lk Sammamish Pkwy, 196th Ave NE - NE 26th Pl	NB	1,198	642	705	1.70	0.91	Fail	Pass		
				SB	385	1,215	0.55	1.72	Pass	Fail	
3	E Lk Sammamish Pkwy, NE 26th Pl - NE Inglewood Hill Rd	NB	1,201	653	969	1.24	0.67	Pass	Pass		
				SB	433	1,258	0.45	1.30	Pass	Pass	
East Lake Sammamish Parkway Central Corridor				NB		0.63	0.67	Pass	Pass		
				SB		0.50	0.78	Pass	Pass		
4	E Lk Sammamish Pkwy, Inglewood Hill Rd – Louis Thompson Rd	NB	678	541	943	0.72	0.57	Pass	Pass		
				SB	383	762	0.41	0.81	Pass	Pass	
5	E Lk Sammamish Pkwy, Louis Thompson Rd NE – SE 8th St	NB	415	475	705	0.59	0.67	Pass	Pass		
				SB	361	557	0.51	0.79	Pass	Pass	
6	E Lk Sammamish Pkwy, SE 8th St – SE 24th Way	NB	374	541	705	0.53	0.77	Pass	Pass		
				SB	404	501	0.57	0.71	Pass	Pass	
East Lake Sammamish Parkway South Corridor				NB		0.52	0.99	Pass	Pass		
				SB		0.85	0.72	Pass	Pass		
7	E Lk Sammamish Pkwy, SE 24th Way – 212th Ave SE	NB	362	567	881	0.41	0.64	Pass	Pass		
				SB	487	546	0.55	0.62	Pass	Pass	
8	E Lk Sammamish Pkwy, 212th Ave SE – South City Limit	NB	451	904	749	0.60	1.21	Pass	Pass		
				SB	781	610	1.04	0.81	Pass	Pass	
Sahalee Way–228th Avenue North Corridor				NB		1.16	0.66	Fail	Pass		
				SB		0.55	1.05	Pass	Pass		
9	Sahalee Way/228th Ave NE, City Limit – NE 37th Way	NB	1,382	582	1,015	1.36	0.57	Pass	Pass		
				SB	485	1,178	0.48	1.16	Pass	Pass	
10	Sahalee Way/228th Ave NE, NE 37th Way - NE 36th St ²	NB	1,164	571	969	1.20	0.59	Pass	Pass		
				SB	495	1,071	0.51	1.11	Pass	Pass	
11	Sahalee Way/228th Ave NE, NE 36th St - 223rd Ave NE ²	NB	1,139	561	969	1.18	0.58	Pass	Pass		
				SB	474	1,033	0.49	1.07	Pass	Pass	
12	Sahalee Way/228th Ave NE, 223rd Ave NE – NE 25th Way	NB	1,047	585	969	1.08	0.60	Pass	Pass		
				SB	470	911	0.49	0.94	Pass	Pass	
13	228th Ave, NE 25th Way – NE 12th Pl ³	NB	810	836	969	0.84	0.86	Pass	Pass		
				SB	683	872	0.71	0.90	Pass	Pass	

	228th Avenue Central Corridor	NB				0.58	0.71	Pass	Pass
		SB				0.59	0.70	Pass	Pass
14	228th Ave, NE 12th Pl – NE 8th St/Inglewood Hill Rd	NB	825	937	987	0.84	0.95	Pass	Pass
		SB	858	924		0.87	0.94	Pass	Pass
15	228th Ave, NE 8th St/Inglewood Hill Rd – Main St	NB	884	1,099	1,896	0.47	0.58	Pass	Pass
		SB	973	1,124		0.51	0.59	Pass	Pass
16	228th Ave, Main St – SE 8th St	NB	984	1,159	1,896	0.52	0.61	Pass	Pass
		SB	788	1,237		0.42	0.65	Pass	Pass
17	228th Ave, SE 8th St – SE 10th St	NB	948	1,344	1,896	0.50	0.71	Pass	Pass
		SB	1,032	1,249		0.54	0.66	Pass	Pass
18	228th Ave, Se 10th St – SE 20 th St	NB	1,127	1,408	1,896	0.59	0.74	Pass	Pass
		SB	1,130	1,350		0.60	0.71	Pass	Pass
	228th Avenue South Corridor	NB				0.59	0.87	Pass	Pass
		SB				0.73	0.70	Pass	Pass
19	228th Ave, SE 20th St – Issaquah Pine Lake Rd SE ⁴	NB	1,190	1,504	1,949	0.61	0.77	Pass	Pass
		SB	1,203	1,424		0.62	0.73	Pass	Pass
20	228th Ave, Issaquah Pine Lake Rd SE – SE 43rd Way	NB	526	997	969	0.54	1.03	Pass	Pass
		SB	861	608		0.89	0.63	Pass	Pass
	244th Avenue North Corridor	NB				0.35	0.39	Pass	Pass
		SB				0.43	0.40	Pass	Pass
21	244th Ave NE, NE 30th Pl - NE 20th St	NB	303	332	881	0.34	0.38	Pass	Pass
		SB	318	351		0.36	0.40	Pass	Pass
22	244th Ave NE, NE 20th St - NE 8th St	NB	330	374	881	0.37	0.42	Pass	Pass
		SB	474	382		0.54	0.43	Pass	Pass
23	244th Ave NE, NE 8th St – E Main St	NB	370	320	925	0.40	0.35	Pass	Pass
		SB	298	375		0.32	0.41	Pass	Pass
24	244th Ave NE/SE, E Main St - SE 8th St	NB	195	368	881	0.22	0.42	Pass	Pass
		SB	391	299		0.44	0.34	Pass	Pass
	NE Inglewood Hill Road Corridor	EB				0.28	0.83	Pass	Pass
		WB				0.74	0.39	Pass	Pass
25	NE Inglewood Hill Rd, E Lk Sammamish Pkwy – 216th Ave	EB	236	734	705	0.33	1.04	Pass	Pass
		WB	654	320		0.93	0.45	Pass	Pass
26	NE Inglewood Hill Rd, 216th Ave NE – 228th Ave NE	EB	227	554	1,013	0.22	0.55	Pass	Pass
		WB	479	335		0.47	0.33	Pass	Pass
	NE 8th Street Corridor	EB				0.32	0.52	Pass	Pass
		WB				0.44	0.36	Pass	Pass
27	NE 8 th St, 228 th Ave NE – 235 th Ave NE	EB	375	585	1,013	0.37	0.58	Pass	Pass
		WB	470	373		0.46	0.37	Pass	Pass
28	NE 8 th St, 235 th Ave NE – 244 th Ave NE	EB	230	415	925	0.25	0.45	Pass	Pass
		WB	385	316		0.42	0.34	Pass	Pass
	SE 8th Street Corridor	EB				0.28	0.43	Pass	Pass
		WB				0.65	0.33	Pass	Pass
29	SE 8 th St, 228 th Ave SE – 244 th Ave SE	EB	256	396	925	0.28	0.43	Pass	Pass
		WB	600	304		0.65	0.33	Pass	Pass
	Issaquah-Pine Lake Road Corridor	EB/SB				0.94	0.80	Pass	Pass
		WB/NB				0.50	1.02	Pass	Pass
30	Issaquah-Pine Lk Rd, 228 th Ave SE - SE 32 nd Way ⁷	EB	422	845	987	0.43	0.86	Pass	Pass
		WB	509	629		0.52	0.64	Pass	Pass
31	Issaquah-Pine Lk Rd, SE 32 nd Way - SE Klahanie Blvd	NB	540	778	987	0.55	0.79	Pass	Pass
		SB	682	782		0.69	0.79	Pass	Pass
32	Issaquah-Pine Lk Rd, SE Klahanie Blvd – SE 46 th St	NB	408	1,020	943	0.43	1.08	Pass	Pass
		SB	1,015	751		1.08	0.80	Pass	Pass
33	Issaquah-Pine Lk Rd, SE 46th St - SE 48th St	NB	456	1,236	943	0.48	1.31	Pass	Pass
		SB	1,107	723		1.17	0.77	Pass	Pass
	SE 32nd Way/Street - Issaquah-Beaver Lake Road Corridor	EB				0.34	0.62	Pass	Pass
		WB				0.51	0.44	Pass	Pass
34	SE 32 nd Way, Issaquah-Pine Lk Rd – 235 th Place SE	EB	255	524	749	0.34	0.70	Pass	Pass
		WB	458	363		0.61	0.49	Pass	Pass
35	SE 32 nd Way, 235 th Place SE – 244 th Ave SE	EB	228	449	705	0.32	0.64	Pass	Pass
		WB	326	281		0.46	0.40	Pass	Pass
36	SE 32 nd Way, 244 th Ave SE – E Beaver Lake Dr SE	EB	286	479	705	0.41	0.68	Pass	Pass
		WB	401	365		0.57	0.52	Pass	Pass
37	Issaquah-Beaver Lk Rd, E Beaver Lk Dr – SE Duthie Hill Rd	EB	242	298	881	0.27	0.34	Pass	Pass
		WB	274	295		0.31	0.34	Pass	Pass
	Issaquah-Fall City Road Corridor	NB/EB				0.25	0.83	Pass	Pass
		SB/WB				0.79	0.44	Pass	Pass
38	SE Issaquah-Fall City Rd, Issaquah-Pine Lk Rd – 245 th Pl SE ³	EB	532	1,494	1,772	0.30	0.84	Pass	Pass
		WB	1,353	787		0.76	0.44	Pass	Pass
39	SE Issaquah-Fall City Rd, 245th Ave SE - Klahanie Dr SE	EB	147	1,385	1,861	0.08	0.74	Pass	Pass
		WB	1,430	721		0.77	0.39	Pass	Pass
40	SE Issaquah-Fall City Rd, Klahanie Dr SE - SE Duthie Hill Rd	EB	237	951	925	0.26	1.03	Pass	Pass
		WB	795	528		0.86	0.57	Pass	Pass
41	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – SE Issaquah-Fall City Rd ⁸	NB	211	585	881	0.24	0.66	Pass	Pass
		SB	693	287		0.79	0.33	Pass	Pass

Duthie Hill Road Corridor				NB/EB		0.34	1.02	Pass	Pass
				SB/WB		0.96	0.66	Pass	Pass
42	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – 266th Ave SE	NB	271	839	725	0.37	1.16	Pass	Pass
		SB	794	544		1.09	0.75	Pass	Pass
43	SE Duthie Hill Rd, 266th Ave SE – Trossachs Blvd SE ⁶	EB	278	787	906	0.31	0.87	Pass	Pass
		WB	733	520		0.81	0.57	Pass	Pass

Notes

Corridor V/C ratios are volume weighted.

* ELSP corridors are shown for information purposes only as they are excluded from concurrency.

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 228th/IPLR: No FYA; 228th/SE 24th: No FYA during peak hours; 228th/SE 20th: FYA. Since the FYA is not in operation during peak hours for the majority of the major intersections, the segment overall doesn't experience increased capacity due to FYAs during peak hours.

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.

(23) In conducting the concurrency test in accord with SMC Chapter 14A.10.040, the City shall apply the level of service standards for the concurrency intersections as designated in SMC 14A.10.010(1) ~~in the Comprehensive Plan and for the concurrency corridors and segments in SMC 14A.10.050(2)~~. If ~~no any~~ intersections, corridor or segment operates ~~at or below~~ better than the level of service standards, the concurrency certificate shall be granted. If any concurrency intersection, corridor or segment operates ~~worse than~~ below the level of service standards, the concurrency certificate will be denied, or the applicant may select one of the options described in SMC 14A.10.040(3) ~~choose to accept a 90 day reservation as described in SMC 14A.10.040(4)(a) or provide public facilities as described in SMC 14A.10.040(4)(e)~~.

(34) In conducting the concurrency test, the City shall find that the impact of development occurs, and therefore the level of service standards for intersections, corridors and segments shall be achieved and maintained, no later than six years from the date of the development.

(45) In the event that the applicant is required to construct a public facility, the development cannot be occupied until the public facility is completed, or the applicant provides the City with a performance bond that is acceptable to the City.

(56) The City shall determine which additional public facilities are needed to be included in the Capital Facilities Plan Element of the Comprehensive Plan to achieve the adopted level of service standards. Such additional public facilities shall be underwritten by a financial commitment.

**Chapter 21A.15
TECHNICAL TERMS AND LAND USE DEFINITIONS**

21A.15.685 Level of service (LOS), traffic.

“Level of service (LOS), traffic” means the City’s defined performance standards for its adopted concurrency intersections, road corridors, and road segments, as defined in the City’s Comprehensive Plan and development regulations.

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MEMORANDUM

Date: November 16, 2018
To: Cheryl Paston, City of Sammamish
From: Kendra Breiland and Bianca Popescu, Fehr & Peers
Subject: **Measuring Concurrency for Segments and Corridors: HCM 6th Edition, Modified**

SE17-0536

Over the past several months, we have worked with the staff and Council to update the City's concurrency program. The Council adopted a program based on AM and PM peak hour delay at intersections at the September 18th meeting. This system recognizes that intersections are the main pinch points in Sammamish's transportation system that cause congestion.

Several Councilmembers continued to be concerned about not including road capacities in the concurrency program; so at the October 22nd Council meeting, staff were provided direction to develop a methodology for evaluating segment and corridor performance, based on volume-to-capacity (V/C) ratios measured by direction during the AM and PM peak hours.¹ The methodology, as directed by Council, leverages the default values provided in the Highway Capacity Manual (HCM), 6th Edition², but also makes adjustments to better account for roadway characteristics like the presence of turn lanes and medians. At the November 13th Council meeting, staff were provided additional direction to incorporate capacity considerations for the presence of intelligent transportation systems (ITS), such as adaptive traffic signal controls, and flashing yellow arrows (FYAs). This updated methodology, which is described in more detail below, is referred to as "HCM Modified" for the remainder of this memo.

Using the HCM Modified methodology, staff evaluated how corridors and individual segments perform based on the V/C thresholds determined by Council during the November 13th meeting. These V/C thresholds apply to all segments and corridors along principal and minor arterials in the City except for the East Lake Sammamish Parkway corridors, which Council has excluded from concurrency:

¹ AM peak hour is 7-8AM on a Tuesday-Thursday; PM peak hour is 4:45-5:45PM on a Tuesday-Thursday.

² Att B: Table 16-16

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- **Corridors:** V/C ratio cannot exceed 1.1
- **Individual segments:** V/C ratio cannot exceed 1.4

The analysis was performed using both 2016 count volumes as well as the 2024 forecast, which were developed using the City's pipeline model that considers growth in traffic expected by 2024 based on development applications received by the City, regional growth and implementation of the City's 2019-2024 Transportation Improvement Program. The results of this technical analysis for all segments and corridors in the City are included as **Attachment A** to this memo.

HCM MODIFIED METHODOLOGY

The HCM Modified methodology leverages Table 16-16 of the HCM, 6th Edition, which was presented to Council at the October 16th and 22nd meetings (see **Attachment B**). Identified advantages of leveraging data from Table 16-16 are that it is from the newest edition of the HCM and is fairly straightforward to implement. The generic nature of the capacities provided in Table 16-16, which consider few roadway characteristics that impact capacity, was identified as a shortcoming.

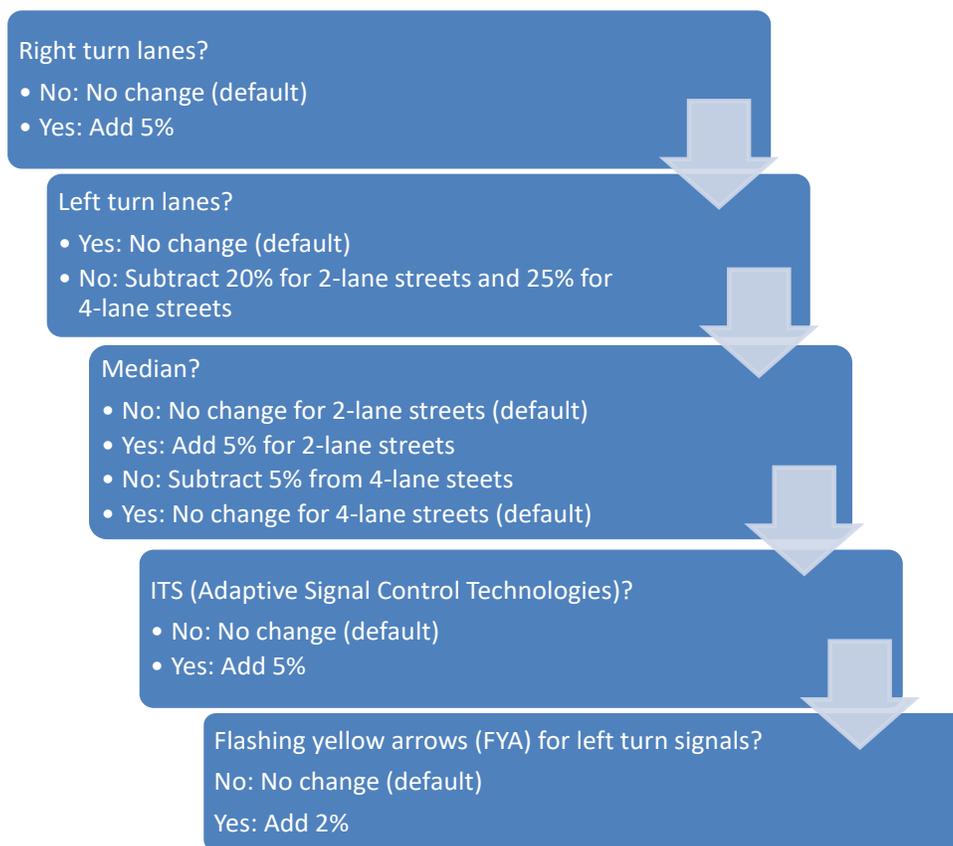
To address this shortcoming, Council directed staff to develop an HCM Modified methodology. This methodology includes the base capacities provided in Table 16-16 plus adjustments to account for the presence of turn lanes, medians, adaptive signal control (ITS), and flashing yellow arrows (FYA) for left turn signals. **Figure 1** below describes the HCM Modified methodology, which pivots from the default assumptions listed in Table 16-16 to adjust for individual roadway characteristics.



FIGURE 1: HCM MODIFIED ADJUSTMENTS

The following steps were followed to determine a segment's capacity:

1. To determine the base HCM flow rate, use Attachment B: Table 16-16, K-Factor = 0.09, D-Factor=0.55 and assume that the 30 mph figures apply to all segments with posted speed limits less than 45 mph.
2. Using the flow chart below, determine which adjustments apply.



3. Add up and apply the total percentage reduction/addition, if any, to the base capacity to calculate the adjusted segment capacity.

The turn lane and median adjustments generally follow the guidance from the Florida Department of Transportation (FDOT) tables for similar facility types (see **Attachment C**). The

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adaptive signal control and FYA adjustments reflect the improved capacity offered by these treatments. While no hard data exists on the appropriate capacity adjustment, other cities and the National Highway Administration have recognized that adaptive control can reduce delays and improve corridor travel times by up to 10%³. We have conservatively assigned a 5% capacity bump for segments and corridors, where adaptive signal control is in place. Similarly, there is no literature that definitively recommends a capacity increase for FYAs, however, FYAs allow for more efficient use of the roadway, including fewer delays for left turns and more efficient signal phasing. Similar to adaptive control, we provided a 2% capacity increase in locations featuring FYAs.

³ <https://www.fhwa.dot.gov/innovation/everydaycounts/edc-1/asct.cfm>

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ATTACHMENT A: 2016 AND 2024 CORRIDOR AND SEGMENT RESULTS

Figure 1: 2016 HCM Modified Methodology								
Segment*		AM Volume	PM Volume	Capacities	AM V/C	PM V/C	AM	PM
					2016 HCM Mod	2016 HCM Mod	2016 HCM Mod	Corridor ≤1.1 Segment ≤1.4
East Lake Sammamish Parkway North Corridor	NB				1.52	0.78	Fail	Pass
	SB				0.44	1.55	Pass	Fail
1 E Lk Sammamish Pkwy, City limits - 196th Ave NE (Weber Pl) ¹	NB	1,145	586	705	1.62	0.83	Fail	Pass
	SB	365	1,238		0.52	1.76	Pass	Fail
2 E Lk Sammamish Pkwy, 196th Ave NE - NE 26th Pl	NB	1,198	614	705	1.70	0.87	Fail	Pass
	SB	309	1,167		0.44	1.65	Pass	Fail
3 E Lk Sammamish Pkwy, NE 26th Pl - NE Inglewood Hill Rd	NB	1,202	623	969	1.24	0.64	Pass	Pass
	SB	358	1,209		0.37	1.25	Pass	Pass
East Lake Sammamish Parkway Central Corridor	NB				0.61	0.65	Pass	Pass
	SB				0.47	0.77	Pass	Pass
4 E Lk Sammamish Pkwy, Inglewood Hill Rd – Louis Thompson Rd	NB	649	529	925	0.70	0.57	Pass	Pass
	SB	363	759		0.39	0.82	Pass	Pass
5 E Lk Sammamish Pkwy, Louis Thompson Rd NE – SE 8th St	NB	385	454	705	0.55	0.64	Pass	Pass
	SB	335	546		0.48	0.77	Pass	Pass
6 E Lk Sammamish Pkwy, SE 8th St – SE 24th Way	NB	345	523	705	0.49	0.74	Pass	Pass
	SB	378	494		0.54	0.70	Pass	Pass
East Lake Sammamish Parkway South Corridor	NB				0.53	1.02	Pass	Pass
	SB				0.87	0.80	Pass	Pass
7 E Lk Sammamish Pkwy, SE 24th Way – 212th Ave SE	NB	331	545	705	0.47	0.77	Pass	Pass
	SB	450	545		0.64	0.77	Pass	Pass
8 E Lk Sammamish Pkwy, 212th Ave SE – South City Limit	NB	429	881	749	0.57	1.18	Pass	Pass
	SB	750	620		1.00	0.83	Pass	Pass
Sahalee Way–228th Avenue North Corridor	NB				1.12	0.67	Fail	Pass
	SB				0.56	1.03	Pass	Pass
9 Sahalee Way/228th Ave NE, City Limit – NE 37th Way	NB	1,256	573	951	1.32	0.60	Pass	Pass
	SB	471	1,102		0.50	1.16	Pass	Pass
10 Sahalee Way/228th Ave NE, NE 37th Way - NE 36th St ²	NB	1,043	547	906	1.15	0.60	Pass	Pass
	SB	474	989		0.52	1.09	Pass	Pass
11 Sahalee Way/228th Ave NE, NE 36th St - 223rd Ave NE ²	NB	1,023	531	906	1.13	0.59	Pass	Pass
	SB	457	947		0.50	1.04	Pass	Pass
12 Sahalee Way/228th Ave NE, 223rd Ave NE – NE 25th Way	NB	950	545	906	1.05	0.60	Pass	Pass
	SB	450	840		0.50	0.93	Pass	Pass
13 228th Ave, NE 25th Way – NE 12th Pl ³	NB	711	790	906	0.78	0.87	Pass	Pass
	SB	660	796		0.73	0.88	Pass	Pass
228th Avenue Central Corridor	NB				0.54	0.68	Pass	Pass
	SB				0.58	0.66	Pass	Pass
14 228th Ave, NE 12th Pl – NE 8th St/Inglewood Hill Rd	NB	727	894	969	0.75	0.92	Pass	Pass
	SB	807	870		0.83	0.90	Pass	Pass
15 228th Ave, NE 8th St/Inglewood Hill Rd – Main St	NB	808	1,058	1,861	0.43	0.57	Pass	Pass
	SB	1,024	1,052		0.55	0.57	Pass	Pass
16 228th Ave, Main St - SE 8th St ⁴	NB	923	1,085	1,861	0.50	0.58	Pass	Pass
	SB	820	1,148		0.44	0.62	Pass	Pass
17 228th Ave, SE 8th St – SE 10th St	NB	854	1,209	1,861	0.46	0.65	Pass	Pass
	SB	954	1,078		0.51	0.58	Pass	Pass
18 228th Ave, Se 10th St – SE 20 th St	NB	1,086	1,303	1,861	0.58	0.70	Pass	Pass
	SB	1,087	1,233		0.58	0.66	Pass	Pass
228th Avenue South Corridor	NB				0.55	0.83	Pass	Pass
	SB				0.70	0.66	Pass	Pass
19 228th Ave, SE 20th St – Issaquah Pine Lake Rd SE	NB	1,128	1,426	1,949	0.58	0.73	Pass	Pass
	SB	1,136	1,341		0.58	0.69	Pass	Pass
20 228th Ave, Issaquah Pine Lake Rd SE – SE 43rd Way	NB	454	953	969	0.47	0.98	Pass	Pass
	SB	827	565		0.85	0.58	Pass	Pass
244th Avenue North Corridor	NB				0.39	0.40	Pass	Pass
	SB				0.48	0.42	Pass	Pass
21 244th Ave NE, NE 30th Pl - NE 20th St	NB	295	293	705	0.42	0.42	Pass	Pass
	SB	313	320		0.44	0.45	Pass	Pass
22 244th Ave NE, NE 20th St - NE 8th St	NB	320	334	705	0.45	0.47	Pass	Pass
	SB	467	350		0.66	0.50	Pass	Pass
23 244th Ave NE, NE 8th St – E Main St	NB	369	306	925	0.40	0.33	Pass	Pass
	SB	295	375		0.32	0.41	Pass	Pass
24 244th Ave NE/SE, E Main St - SE 8th St	NB	189	342	881	0.21	0.39	Pass	Pass
	SB	371	291		0.42	0.33	Pass	Pass
NE Inglewood Hill Road Corridor	EB				0.31	0.79	Pass	Pass
	WB				0.77	0.39	Pass	Pass
25 NE Inglewood Hill Rd, E Lk Sammamish Pkwy – 216th Ave	EB	180	678	705	0.25	0.96	Pass	Pass
	WB	681	288		0.97	0.41	Pass	Pass
26 NE Inglewood Hill Rd, 216th Ave NE – 228th Ave NE ⁴	EB	334	560	969	0.34	0.58	Pass	Pass
	WB	480	364		0.50	0.38	Pass	Pass

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				EB			0.35	0.52	Pass	Pass
NE 8th Street Corridor				WB			0.46	0.34	Pass	Pass
27	NE 8 th St, 228 th Ave NE – 235 th Ave NE		969	EB	385	554	0.40	0.57	Pass	Pass
				WB	461	344	0.48	0.36	Pass	Pass
28	NE 8 th St, 235 th Ave NE – 244 th Ave NE		881	EB	228	393	0.26	0.45	Pass	Pass
				WB	384	288	0.44	0.33	Pass	Pass
SE 8th Street Corridor				EB			0.28	0.40	Pass	Pass
SE 8 th St, 228 th Ave SE – 244 th Ave SE				WB			0.63	0.32	Pass	Pass
29			925	EB	257	372	0.28	0.40	Pass	Pass
				WB	585	292	0.63	0.32	Pass	Pass
Issaquah-Pine Lake Road Corridor				EB/SB			0.97	0.83	Pass	Pass
				WB/NB			0.54	1.06	Pass	Pass
30	Issaquah-Pine Lk Rd, 228 th Ave SE – SE 32 nd Way ³		969	EB	467	802	0.48	0.83	Pass	Pass
				WB	589	613	0.61	0.63	Pass	Pass
31	Issaquah-Pine Lk Rd, SE 32 nd Way – SE Klahanie Blvd		881	NB	505	747	0.57	0.85	Pass	Pass
				SB	610	754	0.69	0.86	Pass	Pass
32	Issaquah-Pine Lk Rd, SE Klahanie Blvd – SE 46 th St		881	NB	391	990	0.44	1.12	Pass	Pass
				SB	979	742	1.11	0.84	Pass	Pass
33	Issaquah-Pine Lk Rd, SE 46 th St – SE 48 th St		881	NB	444	1,207	0.50	1.37	Pass	Pass
				SB	1,078	717	1.22	0.81	Pass	Pass
SE 32nd Way/Street – Issaquah-Beaver Lake Road Corridor				EB			0.25	0.56	Pass	Pass
				WB			0.46	0.41	Pass	Pass
34	SE 32 nd Way, Issaquah-Pine Lk Rd – 235 th Place SE		705	EB	178	475	0.25	0.67	Pass	Pass
				WB	390	329	0.55	0.47	Pass	Pass
35	SE 32 nd Way, 235 th Place SE – 244 th Ave SE		705	EB	173	381	0.25	0.54	Pass	Pass
				WB	285	264	0.40	0.37	Pass	Pass
36	SE 32 nd Way, 244 th Ave SE – E Beaver Lake Dr SE		705	EB	216	439	0.31	0.62	Pass	Pass
				WB	364	333	0.52	0.47	Pass	Pass
37	Issaquah-Beaver Lk Rd, E Beaver Lk Dr – SE Duthie Hill Rd		881	EB	171	282	0.19	0.32	Pass	Pass
				WB	257	285	0.29	0.32	Pass	Pass
Issaquah-Fall City Road Corridor				NB/EB			0.26	0.91	Pass	Pass
				SB/WB			0.94	0.54	Pass	Pass
38	SE Issaquah-Fall City Rd, Issaquah-Pine Lk Rd – 245 th Pl SE ⁴		1,772	EB	532	1,271	0.30	0.72	Pass	Pass
				WB	1,186	744	0.67	0.42	Pass	Pass
39	SE Issaquah-Fall City Rd, 245 th Ave SE – Klahanie Dr SE		881	EB	149	1,160	0.17	1.32	Pass	Pass
				WB	1,263	669	1.43	0.76	Fail	Pass
40	SE Issaquah-Fall City Rd, Klahanie Dr SE – SE Duthie Hill Rd		881	EB	237	746	0.27	0.85	Pass	Pass
				WB	653	488	0.74	0.55	Pass	Pass
41	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – SE Issaquah-Fall City Rd ⁵		881	NB	203	521	0.23	0.59	Pass	Pass
				SB	599	264	0.68	0.30	Pass	Pass
Duthie Hill Road Corridor				NB/EB			0.32	0.93	Pass	Pass
				SB/WB			0.90	0.63	Pass	Pass
42	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – 266 th Ave SE		725	NB	254	769	0.35	1.06	Pass	Pass
				SB	745	520	1.03	0.72	Pass	Pass
43	SE Duthie Hill Rd, 266 th Ave SE – Trossachs Blvd SE ⁶		906	EB	262	713	0.29	0.79	Pass	Pass

Notes

Corridor V/C ratios are volume weighted.

* ELSP corridors are shown for information purposes only as they are excluded from concurrency.

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

⁶ Segment is partially outside of Sammamish City Limits.

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2024 HCM Modified Methodology									
Segment*		AM Volume	PM Volume	Capacities	AM V/C		PM V/C		Corridor ≤1.1 Segment ≤1.4
					2024 HCM Mod	2024 HCM Mod	2024 HCM Mod	2024 HCM Mod	
East Lake Sammamish Parkway North Corridor						1.52	0.82	Fail	Pass
	NB					0.54	1.61	Pass	Fail
	SB								
1	E Lk Sammamish Pkwy, City limits - 196th Ave NE (Weber Pl) ¹	NB 1,144	611	705		1.62	0.87	Fail	Pass
	SB	442	1,285			0.63	1.82	Pass	Fail
2	E Lk Sammamish Pkwy, 196th Ave NE - NE 26th Pl	NB 1,198	642	705		1.70	0.91	Fail	Pass
	SB	385	1,215			0.55	1.72	Pass	Fail
3	E Lk Sammamish Pkwy, NE 26th Pl - NE Inglewood Hill Rd	NB 1,201	653	969		1.24	0.67	Pass	Pass
	SB	433	1,258			0.45	1.30	Pass	Pass
East Lake Sammamish Parkway Central Corridor						0.63	0.67	Pass	Pass
	NB					0.50	0.78	Pass	Pass
	SB								
4	E Lk Sammamish Pkwy, Inglewood Hill Rd – Louis Thompson Rd	NB 678	541	943		0.72	0.57	Pass	Pass
	SB	383	762			0.41	0.81	Pass	Pass
5	E Lk Sammamish Pkwy, Louis Thompson Rd NE – SE 8th St	NB 415	475	705		0.59	0.67	Pass	Pass
	SB	361	557			0.51	0.79	Pass	Pass
6	E Lk Sammamish Pkwy, SE 8th St – SE 24th Way	NB 374	541	705		0.53	0.77	Pass	Pass
	SB	404	501			0.57	0.71	Pass	Pass
East Lake Sammamish Parkway South Corridor						0.52	0.99	Pass	Pass
	NB					0.85	0.72	Pass	Pass
	SB								
7	E Lk Sammamish Pkwy, SE 24th Way – 212th Ave SE	NB 362	567	881		0.41	0.64	Pass	Pass
	SB	487	546			0.55	0.62	Pass	Pass
8	E Lk Sammamish Pkwy, 212th Ave SE – South City Limit	NB 451	904	749		0.60	1.21	Pass	Pass
	SB	781	610			1.04	0.81	Pass	Pass
Sahalee Way–228th Avenue North Corridor						1.16	0.66	Fail	Pass
	NB					0.55	1.05	Pass	Pass
	SB								
9	Sahalee Way/228th Ave NE, City Limit – NE 37th Way	NB 1,382	582	1,015		1.36	0.57	Pass	Pass
	SB	485	1,178			0.48	1.16	Pass	Pass
10	Sahalee Way/228th Ave NE, NE 37th Way - NE 36th St ²	NB 1,164	571	969		1.20	0.59	Pass	Pass
	SB	495	1,071			0.51	1.11	Pass	Pass
11	Sahalee Way/228th Ave NE, NE 36th St - 223rd Ave NE ²	NB 1,139	561	969		1.18	0.58	Pass	Pass
	SB	474	1,093			0.49	1.07	Pass	Pass
12	Sahalee Way/228th Ave NE, 223rd Ave NE – NE 25th Way	NB 1,047	585	969		1.08	0.60	Pass	Pass
	SB	470	911			0.49	0.94	Pass	Pass
13	228th Ave, NE 25th Way – NE 12th Pl ³	NB 810	836	969		0.84	0.86	Pass	Pass
	SB	683	872			0.71	0.90	Pass	Pass
228th Avenue Central Corridor						0.58	0.71	Pass	Pass
	NB					0.59	0.70	Pass	Pass
	SB								
14	228th Ave, NE 12th Pl – NE 8th St/Inglewood Hill Rd	NB 825	937	987		0.84	0.95	Pass	Pass
	SB	858	924			0.87	0.94	Pass	Pass
15	228th Ave, NE 8th St/Inglewood Hill Rd – Main St	NB 884	1,099	1,896		0.47	0.58	Pass	Pass
	SB	973	1,124			0.51	0.59	Pass	Pass
16	228th Ave, Main St - SE 8th St	NB 984	1,159	1,896		0.52	0.61	Pass	Pass
	SB	788	1,237			0.42	0.65	Pass	Pass
17	228th Ave, SE 8th St – SE 10th St	NB 948	1,344	1,896		0.50	0.71	Pass	Pass
	SB	1,032	1,249			0.54	0.66	Pass	Pass
18	228th Ave, Se 10th St – SE 20 th St	NB 1,127	1,408	1,896		0.59	0.74	Pass	Pass
	SB	1,130	1,350			0.60	0.71	Pass	Pass
228th Avenue South Corridor						0.59	0.87	Pass	Pass
	NB					0.73	0.70	Pass	Pass
	SB								
19	228th Ave, SE 20th St – Issaquah Pine Lake Rd SE ⁴	NB 1,190	1,504	1,949		0.61	0.77	Pass	Pass
	SB	1,203	1,424			0.62	0.73	Pass	Pass
20	228th Ave, Issaquah Pine Lake Rd SE – SE 43rd Way	NB 526	997	969		0.54	1.03	Pass	Pass
	SB	861	608			0.89	0.63	Pass	Pass
244th Avenue North Corridor						0.35	0.39	Pass	Pass
	NB					0.43	0.40	Pass	Pass
	SB								
21	244th Ave NE, NE 30th Pl - NE 20th St	NB 303	332	881		0.34	0.38	Pass	Pass
	SB	318	351			0.36	0.40	Pass	Pass
22	244th Ave NE, NE 20th St - NE 8th St	NB 330	374	881		0.37	0.42	Pass	Pass
	SB	474	382			0.54	0.43	Pass	Pass
23	244th Ave NE, NE 8th St – E Main St	NB 370	320	925		0.40	0.35	Pass	Pass
	SB	298	375			0.32	0.41	Pass	Pass
24	244th Ave NE/SE, E Main St - SE 8th St	NB 195	368	881		0.22	0.42	Pass	Pass
	SB	391	299			0.44	0.34	Pass	Pass
NE Inglewood Hill Road Corridor						0.28	0.83	Pass	Pass
	EB					0.74	0.39	Pass	Pass
	WB								
25	NE Inglewood Hill Rd, E Lk Sammamish Pkwy – 216th Ave	EB 236	734	705		0.33	1.04	Pass	Pass
	WB	654	320			0.93	0.45	Pass	Pass
26	NE Inglewood Hill Rd, 216th Ave NE – 228th Ave NE	EB 227	554	1,013		0.22	0.55	Pass	Pass
	WB	479	335			0.47	0.33	Pass	Pass
NE 8th Street Corridor						0.32	0.52	Pass	Pass
	EB					0.44	0.36	Pass	Pass
	WB								
27	NE 8 th St, 228 th Ave NE – 235 th Ave NE	EB 375	585	1,013		0.37	0.58	Pass	Pass
	WB	470	373			0.46	0.37	Pass	Pass
28	NE 8 th St, 235 th Ave NE – 244 th Ave NE	EB 230	415	925		0.25	0.45	Pass	Pass
	WB	385	316			0.42	0.34	Pass	Pass

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SE 8th Street Corridor				EB				0.28	0.43	Pass	Pass
				WB				0.65	0.33	Pass	Pass
29	SE 8 th St, 228 th Ave SE – 244 th Ave SE			EB	256	396	925	0.28	0.43	Pass	Pass
				WB	600	304		0.65	0.33	Pass	Pass
Issaquah-Pine Lake Road Corridor				EB/SB				0.94	0.80	Pass	Pass
				WB/NB				0.50	1.02	Pass	Pass
30	Issaquah-Pine Lk Rd, 228 th Ave SE - SE 32 nd Way ³			EB	422	845	987	0.43	0.86	Pass	Pass
				WB	509	629		0.52	0.64	Pass	Pass
31	Issaquah-Pine Lk Rd, SE 32 nd Way - SE Klahanie Blvd			NB	540	778	987	0.55	0.79	Pass	Pass
				SB	682	782		0.69	0.79	Pass	Pass
32	Issaquah-Pine Lk Rd, SE Klahanie Blvd – SE 46 th St			NB	408	1,020	943	0.43	1.08	Pass	Pass
				SB	1,015	751		1.08	0.80	Pass	Pass
33	Issaquah-Pine Lk Rd, SE 46 th St - SE 48 th St			NB	456	1,236	943	0.48	1.31	Pass	Pass
				SB	1,107	723		1.17	0.77	Pass	Pass
SE 32nd Way/Street - Issaquah-Beaver Lake Road Corridor				EB				0.34	0.62	Pass	Pass
				WB				0.51	0.44	Pass	Pass
34	SE 32 nd Way, Issaquah-Pine Lk Rd – 235 th Place SE			EB	255	524	749	0.34	0.70	Pass	Pass
				WB	458	363		0.61	0.49	Pass	Pass
35	SE 32 nd Way, 235 th Place SE – 244 th Ave SE			EB	228	449	705	0.32	0.64	Pass	Pass
				WB	326	281		0.46	0.40	Pass	Pass
36	SE 32 nd Way, 244 th Ave SE – E Beaver Lake Dr SE			EB	286	479	705	0.41	0.68	Pass	Pass
				WB	401	365		0.57	0.52	Pass	Pass
37	Issaquah-Beaver Lk Rd, E Beaver Lk Dr – SE Duthie Hill Rd			EB	242	298	881	0.27	0.34	Pass	Pass
				WB	274	295		0.31	0.34	Pass	Pass
Issaquah-Fall City Road Corridor				NB/EB				0.25	0.83	Pass	Pass
				SB/WB				0.79	0.44	Pass	Pass
38	SE Issaquah-Fall City Rd, Issaquah-Pine Lk Rd – 245 th Pl SE ³			EB	532	1,494	1,772	0.30	0.84	Pass	Pass
				WB	1,353	787		0.76	0.44	Pass	Pass
39	SE Issaquah-Fall City Rd, 245 th Ave SE - Klahanie Dr SE			EB	147	1,385	1,861	0.08	0.74	Pass	Pass
				WB	1,430	721		0.77	0.39	Pass	Pass
40	SE Issaquah-Fall City Rd, Klahanie Dr SE - SE Duthie Hill Rd			EB	237	951	925	0.26	1.03	Pass	Pass
				WB	795	528		0.86	0.57	Pass	Pass
41	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – SE Issaquah-Fall City Rd ⁶			NB	211	585	881	0.24	0.66	Pass	Pass
				SB	693	287		0.79	0.33	Pass	Pass
Duthie Hill Road Corridor				NB/EB				0.34	1.02	Pass	Pass
				SB/WB				0.96	0.66	Pass	Pass
42	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – 266 th Ave SE			NB	271	839	725	0.37	1.16	Pass	Pass
				SB	794	544		1.09	0.75	Pass	Pass
43	SE Duthie Hill Rd, 266 th Ave SE – Trossachs Blvd SE ⁶			EB	278	787	906	0.31	0.87	Pass	Pass
				WB	733	520		0.81	0.57	Pass	Pass

Notes

Corridor V/C ratios are volume weighted.

* ELSP corridors are shown for information purposes only as they are excluded from concurrency.

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 228th/IPLR: No FYA; 228th/SE 24th: No FYA during peak hours; 228th/SE 20th: FYA. Since the FYA is not in operation during peak hours for the majority of the major intersections, the segment overall doesn't experience increased capacity due to FYAs during peak hours.

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.

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Attachment B: HCM, 6th Edition Table 16-16⁴

K-Factor	D-Factor	Daily Service Volume by Lanes, LOS, and Speed (1,000 veh/day)														
		Two-Lane Streets					Four-Lane Streets					Six-Lane Streets				
		LOS	B	C	D	E	LOS	B	C	D	E	LOS	B	C	D	E
<i>Posted Speed = 30 mi/h</i>																
0.09	0.55	NA	1.7	11.8	17.8	NA	2.2	24.7	35.8	NA	2.6	38.7	54.0			
	0.60	NA	1.6	10.8	16.4	NA	2.0	22.7	32.8	NA	2.4	35.6	49.5			
0.10	0.55	NA	1.6	10.7	16.1	NA	2.0	22.3	32.2	NA	2.4	34.9	48.6			
	0.60	NA	1.4	9.8	14.7	NA	1.8	20.4	29.5	NA	2.2	32.0	44.5			
0.11	0.55	NA	1.4	9.7	14.6	NA	1.8	20.3	29.3	NA	2.1	31.7	44.1			
	0.60	NA	1.3	8.9	13.4	NA	1.7	18.6	26.9	NA	2.0	29.1	40.5			
<i>Posted Speed = 45 mi/h</i>																
0.09	0.55	NA	7.7	15.9	18.3	NA	16.5	33.6	36.8	NA	25.4	51.7	55.3			
	0.60	NA	7.1	14.5	16.8	NA	15.1	30.8	33.7	NA	23.4	47.4	50.7			
0.10	0.55	NA	7.0	14.3	16.5	NA	14.9	30.2	33.1	NA	23.0	46.5	49.7			
	0.60	NA	6.4	13.1	15.1	NA	13.6	27.7	30.3	NA	21.0	42.7	45.6			
0.11	0.55	NA	6.3	13.0	15.0	NA	13.5	27.5	30.1	NA	20.9	42.3	45.2			
	0.60	NA	5.8	11.9	13.8	NA	12.4	25.2	27.6	NA	19.1	38.8	41.5			

Notes: NA = not applicable; LOS cannot be achieved with the stated assumptions.
 General assumptions include no roundabouts or all-way stop-controlled intersections along the facility; coordinated, semiactuated traffic signals; Arrival Type 4; 120-s cycle time; protected left-turn phases; 0.45 weighted average *g/C* ratio; exclusive left-turn lanes with adequate queue storage provided at traffic signals; no exclusive right-turn lanes provided; no restrictive median; 2-mi facility length; 10% of traffic turns left and 10% turns right at each traffic signal; peak hour factor = 0.92; and base saturation flow rate = 1,900 pc/h/ln.
 Additional assumptions for 30-mi/h facilities: signal spacing = 1,050 ft and 20 access points/mi.
 Additional assumptions for 45-mi/h facilities: signal spacing = 1,500 ft and 10 access points/mi.

K-Factor = Proportion of the annual avg daily traffic occurring in the analysis period.

D-Factor = Density of vehicles/hr

For the purposes of these calculations, base HCM peak hour directional capacities are based on the number of lanes and the roadway's posted speed limit. If a roadway's posted speed limit is under 45 miles per hour, the capacities from the "Posted Speed = 30 mi/h" section of the table is used. If the roadway's posted speed limit is 45 miles per hour or greater, the "Posted Speed = 45 mi/h" section is applied. To translate daily two-way service volumes capacities to peak hour direction service volume capacities, the daily service volumes provided for K-Factor of 0.09 and D-Factor of 0.55 are applied and then multiplied by 0.09 (K-Factor) and 0.55 (D-Factor). However, because the hourly flow rates are based on lanes and posted vehicle speeds, there is very little difference in which K- and D-Factors are applied, so long as they are applied consistently.

⁴ Highway Capacity Manual, 6th Edition Generalized Daily Service Volumes for Urban Street Facilities

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For example, a two-way roadway with a posted speed of 30 miles per hour has the same hourly capacity no matter which K- and D-factor are applied:

17,800 vehicles per day * .09 K-Factor *.55 D-Factor = 881 vehicles per hour per direction.

16,400 vehicles per day * .09 K-Factor *.60 D-Factor = 885 vehicles per hour per direction.

16,100 vehicles per day * .10 K-Factor *.55 D-Factor = 886 vehicles per hour per direction.

14,700 vehicles per day * .10 K-Factor *.60 D-Factor = 882 vehicles per hour per direction.

14,600 vehicles per day * .11 K-Factor *.55 D-Factor = 883 vehicles per hour per direction.

13,400 vehicles per day * .11 K-Factor *.60 D-Factor = 884 vehicles per hour per direction.



ATTACHMENT C: FDOT PEAK DIRECTIONAL VOLUMES FOR URBANIZED AREAS

INTERRUPTED FLOW FACILITIES					
STATE SIGNALIZED ARTERIALS					
Class I (40 mph or higher posted speed limit)					
Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**
Class II (35 mph or slower posted speed limit)					
Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420
Non-State Signalized Roadway Adjustments					
(Alter corresponding state volumes by the indicated percent.)					
Non-State Signalized Roadways - 10%					
Median & Turn Lane Adjustments					
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors	
1	Divided	Yes	No	+5%	
1	Undivided	No	No	-20%	
Multi	Undivided	Yes	No	-5%	
Multi	Undivided	No	No	-25%	
-	-	-	Yes	+5%	
One-Way Facility Adjustment					
Multiply the corresponding directional volumes in this table by 1.2					

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Chapter 14A.05
DEFINITIONS

14A.05.010 Definitions.

The following words and terms are defined pursuant to RCW 82.02.090 and shall have the following meanings for the purposes of this title, unless the context clearly requires otherwise. The following words, terms, and definitions shall apply to all portions of this title, except as specifically superseded by definitions set forth elsewhere in this title.

“Concurrency test” means the determination of an applicant’s impact on transportation facilities by the comparison of the City’s adopted level of service standards to the projected level of service at intersections or road corridors, or road segments with the proposed development.

...

“Level of service standards” means the City’s defined performance standards for its adopted concurrency intersections, road corridors, and road segments, as defined in SMC 14A.10.050.

Chapter 14A.10
CONCURRENCY

14A.10.010 Concurrency requirement.

(1) In accordance with RCW 36.70A.070(6)(b), the City must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards defined in SMC 14A.10.050, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development. These strategies may include increased public transportation service, ride sharing programs, demand management, and other transportation systems management strategies. For the purposes of the City’s concurrency requirement, “concurrent with the development” shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years.

(2) The City shall not issue a development permit until:

- (a) A certificate of concurrency has been issued; or
- (b) The applicant has executed a concurrency test deferral affidavit where specifically allowed; or
- (c) The applicant has been determined to be exempt from the concurrency test as provided in SMC 14A.10.030(1).

14A.10.020 Application for certificate of concurrency.

(1) Each applicant requesting a comprehensive plan site-specific land use map amendment or zone reclassification, except as provided in SMC 14A.10.030(1), shall elect one of the following options:

- (a) Apply for a certificate of concurrency; or
- (b) Execute a concurrency test deferral affidavit.

(2) Each applicant for a planned action, subdivision (including a preliminary plat, short plat, or binding site plan and revisions or alterations which increase the number of dwelling units or trip generation), mobile home park, unified zone development plan, conditional use permit, or site development permit shall apply for a certificate of concurrency, unless a certificate has been issued for the same parcel in conjunction with a comprehensive plan site-specific land use map amendment or zone reclassification, or except as provided in SMC 14A.10.030(1).

(3) Each applicant for a building permit or certificate of occupancy for a change in use shall apply for a certificate of concurrency, unless a certificate has been issued for the same parcel in conjunction with subsections (1) or (2) of

this section, or except as provided in SMC 14A.10.030(1).

(4) Each applicant filing under subsection (1) and (2) of this section shall contact the department to schedule a preapplication conference as defined in SMC 20.05.030 and 14A.05.010, that shall be held prior to filing an application for a certificate of concurrency. The Director may waive the requirement for a preapplication conference if it is determined to be unnecessary for review of an application.

(5) Applicants for a certificate of concurrency may designate the density and intensity of development to be tested for concurrency, provided such density and intensity shall not exceed the maximum allowed for the parcel. If the applicant designates the density and intensity of development, the concurrency test will be based on and applicable to only the applicant's designated density and intensity. If the applicant does not designate density and intensity, the concurrency test will be based on the maximum allowable density and intensity.

14A.10.030 Exemptions from concurrency test.

(1) The following developments are exempt from this chapter, and applicants may submit applications, obtain development permits and commence development without a certificate of concurrency:

(a) Any development permit for the following development because it creates insignificant and/or temporary additional impacts on any public facility:

- (i) Right-of-way use;
- (ii) Street improvements, including new streets constructed by the City of Sammamish;
- (iii) Street use permits;
- (iv) Utility facilities which do not impact public facilities, such as pump stations, transmission or collection systems, and reservoirs;
- (v) Expansion of an existing nonresidential structure that results in the addition of 100 square feet or less of gross floor area and does not add residential units or accessory dwelling units as defined in SMC 21A.15.345 to 21A.15.370;
- (vi) Expansion of a residential structure provided the expansion does not result in the creation of an additional dwelling unit or accessory dwelling unit as defined in SMC 21A.15.345 to 21A.15.370;
- (vii) Miscellaneous non-traffic generating improvements, including, but not limited to, fences, walls, swimming pools, sheds, and signs;
- (viii) Demolition or moving of a structure; or
- (ix) Tenant improvements that do not generate additional trips.

14A.10.040 Concurrency test.

(1) The City shall perform a concurrency test for each application for a certificate of concurrency. The public works director, or his/her designee, shall use the following methods to conduct the concurrency test:

(a) For individual single-family residential building permit applications on existing lots, or other land use permits that generate less than 10 trips during an individual peak hour, the City will run a concurrency test after permit applications have been received that collectively result in 10 or more trips during an individual peak hour; provided, however, that a concurrency certificate can be issued without conducting the concurrency test when fewer than 10 accumulated trips have been generated since the last concurrency test. The City may run the concurrency test when less than 10 accumulated trips have been generated since the last test when there are existing public transportation facility circumstances that necessitate the concurrency test be performed in the order received for single-family residential building permit applications on existing lots.

(b) For all other development, review of each application as received in subsection (4).

(2) If the impact of the development does not cause the level of service to decline below the standards set forth in

SMC 14A.10.050, the concurrency test is passed, and the applicant shall receive a certificate of concurrency.

(3) If the impact of the development will cause the level of service to decline below the standards set forth in SMC 14A.10.050, the concurrency test is not passed, and the applicant may select one of the following options:

(a) Accept a 90-day reservation of public facilities that are available, and within the same 90-day period amend the application to meet the level of service standard set forth in SMC 14A.10.050, or

(b) Appeal the denial of the application for a certificate of concurrency, pursuant to the provisions of SMC 14A.10.080; or

(c) Arrange to provide for public facilities that are not otherwise available and that cause the level of service to rise to the standards set forth in SMC 14A.10.050.

(4) The City shall conduct the concurrency test, as needed, in the order that completed applications are received and proposed trip generation estimates are approved by the City.

(5) A concurrency test, and any resulting certificate of concurrency, shall be administrative actions of the City that are categorically exempt from the State Environmental Policy Act.

14A.10.050 Level of service standards.

(1) In conducting the concurrency test in accord with Chapter 14A.10 SMC, the intersection LOS standards adopted in the Transportation Element of the Comprehensive Plan are LOS D for intersections that include principal arterials and LOS C for intersections that include minor arterials or collector arterials. The LOS for intersections with principal arterials may be reduced to E for intersections that require more than three approach lanes in any direction. The intersection standards shall be applied to both the morning and afternoon peak hours. The LOS standard for the higher road classification shall be the standard applied.

(2) In conducting the concurrency test in accord with Chapter 14A.10 SMC, the road corridor and segment LOS standards are volume to capacity ratio of up to and including 1.1 for corridors and 1.4 for segments, respectively, for the City's principal and minor arterials. The roadway standards shall be applied per the City's traffic model's AM and PM peak hours in each direction. The 2016 and 2024 corridor and segment capacities and LOS standards are shown in Figure 1. The capacity was calculated by modifying the Highway Capacity Manual, 6th Edition methodology as described in the *Measuring Concurrency for Segments and Corridors: HCM 6th Edition, Modified* memo, dated November 16, 2018 by Kendra Breiland and Bianca Popescu, Fehr & Peers.

Figure 1: 2016 HCM Modified Methodology

Segment*		AM Volume	PM Volume	Capacities	AM V/C		PM V/C		Corridor ≤1.1 Segment ≤1.4	
					2016 HCM Mod	2016 HCM Mod	2016 HCM Mod	2016 HCM Mod	AM	PM
East Lake Sammamish Parkway North Corridor	NB				1.52	0.78	Fail	Pass		
	SB				0.44	1.55	Pass	Fail		
1 E Lk Sammamish Pkwy, City limits - 196th Ave NE (Weber Pl) ¹	NB	1,145	586	705	1.62	0.83	Fail	Pass		
	SB	365	1,238		0.52	1.76	Pass	Fail		
2 E Lk Sammamish Pkwy, 196th Ave NE - NE 26th Pl	NB	1,198	614	705	1.70	0.87	Fail	Pass		
	SB	309	1,167		0.44	1.65	Pass	Fail		
3 E Lk Sammamish Pkwy, NE 26th Pl - NE Inglewood Hill Rd	NB	1,202	623	969	1.24	0.64	Pass	Pass		
	SB	358	1,209		0.37	1.25	Pass	Pass		
East Lake Sammamish Parkway Central Corridor	NB				0.61	0.65	Pass	Pass		
	SB				0.47	0.77	Pass	Pass		
4 E Lk Sammamish Pkwy, Inglewood Hill Rd - Louis Thompson Rd	NB	649	529	925	0.70	0.57	Pass	Pass		
	SB	363	759		0.39	0.82	Pass	Pass		
5 E Lk Sammamish Pkwy, Louis Thompson Rd NE - SE 8th St	NB	385	454	705	0.55	0.64	Pass	Pass		
	SB	335	546		0.48	0.77	Pass	Pass		
6 E Lk Sammamish Pkwy, SE 8th St - SE 24th Way	NB	345	523	705	0.49	0.74	Pass	Pass		
	SB	378	494		0.54	0.70	Pass	Pass		

East Lake Sammamish Parkway South Corridor				NB			0.53	1.02	Pass	Pass
				SB			0.87	0.80	Pass	Pass
7	E Lk Sammamish Pkwy, SE 24th Way – 212th Ave SE		705	NB	331	545	0.47	0.77	Pass	Pass
				SB	450	545	0.64	0.77	Pass	Pass
8	E Lk Sammamish Pkwy, 212th Ave SE – South City Limit		749	NB	429	881	0.57	1.18	Pass	Pass
				SB	750	620	1.00	0.83	Pass	Pass
Sahalee Way–228th Avenue North Corridor				NB			1.12	0.67	Fail	Pass
				SB			0.56	1.03	Pass	Pass
9	Sahalee Way/228th Ave NE, City Limit – NE 37th Way		951	NB	1,256	573	1.32	0.60	Pass	Pass
				SB	471	1,102	0.50	1.16	Pass	Pass
10	Sahalee Way/228th Ave NE, NE 37th Way - NE 36th St ²		906	NB	1,043	547	1.15	0.60	Pass	Pass
				SB	474	989	0.52	1.09	Pass	Pass
11	Sahalee Way/228th Ave NE, NE 36th St - 223rd Ave NE ²		906	NB	1,023	531	1.13	0.59	Pass	Pass
				SB	457	947	0.50	1.04	Pass	Pass
12	Sahalee Way/228th Ave NE, 223rd Ave NE – NE 25th Way		906	NB	950	545	1.05	0.60	Pass	Pass
				SB	450	840	0.50	0.93	Pass	Pass
13	228th Ave, NE 25th Way – NE 12th Pl ³		906	NB	711	790	0.78	0.87	Pass	Pass
				SB	660	796	0.73	0.88	Pass	Pass
228th Avenue Central Corridor				NB			0.54	0.68	Pass	Pass
				SB			0.58	0.66	Pass	Pass
14	228th Ave, NE 12th Pl – NE 8th St/Inglewood Hill Rd		969	NB	727	894	0.75	0.92	Pass	Pass
				SB	807	870	0.83	0.90	Pass	Pass
15	228th Ave, NE 8th St/Inglewood Hill Rd – Main St		1,861	NB	808	1,058	0.43	0.57	Pass	Pass
				SB	1,024	1,052	0.55	0.57	Pass	Pass
16	228th Ave, Main St - SE 8th St ⁴		1,861	NB	923	1,085	0.50	0.58	Pass	Pass
				SB	820	1,148	0.44	0.62	Pass	Pass
17	228th Ave, SE 8th St – SE 10th St		1,861	NB	854	1,209	0.46	0.65	Pass	Pass
				SB	954	1,078	0.51	0.58	Pass	Pass
18	228th Ave, Se 10th St – SE 20 th St		1,861	NB	1,086	1,303	0.58	0.70	Pass	Pass
				SB	1,087	1,233	0.58	0.66	Pass	Pass
228th Avenue South Corridor				NB			0.55	0.83	Pass	Pass
				SB			0.70	0.66	Pass	Pass
19	228th Ave, SE 20th St – Issaquah Pine Lake Rd SE		1,949	NB	1,128	1,426	0.58	0.73	Pass	Pass
				SB	1,136	1,341	0.58	0.69	Pass	Pass
20	228th Ave, Issaquah Pine Lake Rd SE – SE 43rd Way		969	NB	454	953	0.47	0.98	Pass	Pass
				SB	827	565	0.85	0.58	Pass	Pass
244th Avenue North Corridor				NB			0.39	0.40	Pass	Pass
				SB			0.48	0.42	Pass	Pass
21	244th Ave NE, NE 30th Pl - NE 20th St		705	NB	295	293	0.42	0.42	Pass	Pass
				SB	313	320	0.44	0.45	Pass	Pass
22	244th Ave NE, NE 20th St - NE 8th St		705	NB	320	334	0.45	0.47	Pass	Pass
				SB	467	350	0.66	0.50	Pass	Pass
23	244th Ave NE, NE 8th St – E Main St		925	NB	369	306	0.40	0.33	Pass	Pass
				SB	295	375	0.32	0.41	Pass	Pass
24	244th Ave NE/SE, E Main St - SE 8th St		881	NB	189	342	0.21	0.39	Pass	Pass
				SB	371	291	0.42	0.33	Pass	Pass
NE Inglewood Hill Road Corridor				EB			0.31	0.79	Pass	Pass
				WB			0.77	0.39	Pass	Pass
25	NE Inglewood Hill Rd, E Lk Sammamish Pkwy – 216th Ave		705	EB	180	678	0.25	0.96	Pass	Pass
				WB	681	288	0.97	0.41	Pass	Pass
26	NE Inglewood Hill Rd, 216th Ave NE – 228th Ave NE ⁴		969	EB	334	560	0.34	0.58	Pass	Pass
				WB	480	364	0.50	0.38	Pass	Pass
NE 8th Street Corridor				EB			0.35	0.52	Pass	Pass
				WB			0.46	0.34	Pass	Pass
27	NE 8 th St, 228 th Ave NE – 235 th Ave NE		969	EB	385	554	0.40	0.57	Pass	Pass
				WB	461	344	0.48	0.36	Pass	Pass
28	NE 8 th St, 235 th Ave NE – 244 th Ave NE		881	EB	228	393	0.26	0.45	Pass	Pass
				WB	384	288	0.44	0.33	Pass	Pass
SE 8th Street Corridor				EB			0.28	0.40	Pass	Pass
				WB			0.63	0.32	Pass	Pass
29	SE 8 th St, 228 th Ave SE – 244 th Ave SE		925	EB	257	372	0.28	0.40	Pass	Pass
				WB	585	292	0.63	0.32	Pass	Pass
Issaquah-Pine Lake Road Corridor				EB/SB			0.97	0.83	Pass	Pass
				WB/NB			0.54	1.06	Pass	Pass
30	Issaquah-Pine Lk Rd, 228 th Ave SE - SE 32 nd Way ³		969	EB	467	802	0.48	0.83	Pass	Pass
				WB	589	613	0.61	0.63	Pass	Pass
31	Issaquah-Pine Lk Rd, SE 32 nd Way - SE Klahanie Blvd		881	NB	505	747	0.57	0.85	Pass	Pass
				SB	610	754	0.69	0.86	Pass	Pass
32	Issaquah-Pine Lk Rd, SE Klahanie Blvd – SE 46 th St		881	NB	391	990	0.44	1.12	Pass	Pass
				SB	979	742	1.11	0.84	Pass	Pass
33	Issaquah-Pine Lk Rd, SE 46th St - SE 48th St		881	NB	444	1,207	0.50	1.37	Pass	Pass
				SB	1,078	717	1.22	0.81	Pass	Pass

SE 32nd Way/Street - Issaquah-Beaver Lake Road Corridor				EB	WB		0.25	0.56	Pass	Pass
							0.46	0.41	Pass	Pass
34	SE 32 nd Way, Issaquah-Pine Lk Rd – 235 th Place SE	EB	178	475	705	0.25	0.67	Pass	Pass	
		WB	390	329		0.55	0.47	Pass	Pass	
35	SE 32 nd Way, 235 th Place SE – 244 th Ave SE	EB	173	381	705	0.25	0.54	Pass	Pass	
		WB	285	264		0.40	0.37	Pass	Pass	
36	SE 32 nd Way, 244 th Ave SE – E Beaver Lake Dr SE	EB	216	439	705	0.31	0.62	Pass	Pass	
		WB	364	333		0.52	0.47	Pass	Pass	
37	Issaquah-Beaver Lk Rd, E Beaver Lk Dr – SE Duthie Hill Rd	EB	171	282	881	0.19	0.32	Pass	Pass	
		WB	257	285		0.29	0.32	Pass	Pass	
Issaquah-Fall City Road Corridor				NB/EB	SB/WB		0.26	0.91	Pass	Pass
							0.94	0.54	Pass	Pass
38	SE Issaquah-Fall City Rd, Issaquah-Pine Lk Rd – 245 th Pl SE ⁶	EB	532	1,271	1,772	0.30	0.72	Pass	Pass	
		WB	1,186	744		0.67	0.42	Pass	Pass	
39	SE Issaquah-Fall City Rd, 245th Ave SE - Klahanie Dr SE	EB	149	1,160	881	0.17	1.32	Pass	Pass	
		WB	1,263	669		1.43	0.76	Fail	Pass	
40	SE Issaquah-Fall City Rd, Klahanie Dr SE - SE Duthie Hill Rd	EB	237	746	881	0.27	0.85	Pass	Pass	
		WB	653	488		0.74	0.55	Pass	Pass	
41	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – SE Issaquah-Fall City Rd ⁶	NB	203	521	881	0.23	0.59	Pass	Pass	
		SB	599	264		0.68	0.30	Pass	Pass	
Duthie Hill Road Corridor				NB/EB	SB/WB		0.32	0.93	Pass	Pass
							0.90	0.63	Pass	Pass
42	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – 266th Ave SE	NB	254	769	725	0.35	1.06	Pass	Pass	
		SB	745	520		1.03	0.72	Pass	Pass	
43	SE Duthie Hill Rd, 266th Ave SE – Trossachs Blvd SE ⁶	EB	262	713	906	0.29	0.79	Pass	Pass	

Notes

Corridor V/C ratios are volume weighted.

* ELSP corridors are shown for information purposes only as they are excluded from concurrency.

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

⁶ Segment is partially outside of Sammamish City Limits.

2024 HCM Modified Methodology										
Segment*		AM Volume	PM Volume	Capacities	AM V/C	PM V/C	AM	PM	Corridor ≤ 1.1 Segment ≤ 1.4	
									2024 HCM Mod	2024 HCM Mod
East Lake Sammamish Parkway North Corridor						1.52	0.82	Fail	Pass	
						0.54	1.61	Pass	Fail	
1	E Lk Sammamish Pkwy, City limits - 196th Ave NE (Weber Pl) ¹	NB	1,144	611	705	1.62	0.87	Fail	Pass	
		SB	442	1,285		0.63	1.82	Pass	Fail	
2	E Lk Sammamish Pkwy, 196th Ave NE - NE 26th Pl	NB	1,198	642	705	1.70	0.91	Fail	Pass	
		SB	385	1,215		0.55	1.72	Pass	Fail	
3	E Lk Sammamish Pkwy, NE 26th Pl - NE Inglewood Hill Rd	NB	1,201	653	969	1.24	0.67	Pass	Pass	
		SB	433	1,258		0.45	1.30	Pass	Pass	
East Lake Sammamish Parkway Central Corridor						0.63	0.67	Pass	Pass	
						0.50	0.78	Pass	Pass	
4	E Lk Sammamish Pkwy, Inglewood Hill Rd – Louis Thompson Rd	NB	678	541	943	0.72	0.57	Pass	Pass	
		SB	383	762		0.41	0.81	Pass	Pass	
5	E Lk Sammamish Pkwy, Louis Thompson Rd NE – SE 8th St	NB	415	475	705	0.59	0.67	Pass	Pass	
		SB	361	557		0.51	0.79	Pass	Pass	
6	E Lk Sammamish Pkwy, SE 8th St – SE 24th Way	NB	374	541	705	0.53	0.77	Pass	Pass	
		SB	404	501		0.57	0.71	Pass	Pass	
East Lake Sammamish Parkway South Corridor						0.52	0.99	Pass	Pass	
						0.85	0.72	Pass	Pass	
7	E Lk Sammamish Pkwy, SE 24th Way – 212th Ave SE	NB	362	567	881	0.41	0.64	Pass	Pass	
		SB	487	546		0.55	0.62	Pass	Pass	
8	E Lk Sammamish Pkwy, 212th Ave SE – South City Limit	NB	451	904	749	0.60	1.21	Pass	Pass	
		SB	781	610		1.04	0.81	Pass	Pass	
Sahalee Way–228th Avenue North Corridor						1.16	0.66	Fail	Pass	
						0.55	1.05	Pass	Pass	
9	Sahalee Way/228th Ave NE, City Limit – NE 37th Way	NB	1,382	582	1,015	1.36	0.57	Pass	Pass	
		SB	485	1,178		0.48	1.16	Pass	Pass	
10	Sahalee Way/228th Ave NE, NE 37th Way - NE 36th St ²	NB	1,164	571	969	1.20	0.59	Pass	Pass	
		SB	495	1,071		0.51	1.11	Pass	Pass	
11	Sahalee Way/228th Ave NE, NE 36th St - 223rd Ave NE ²	NB	1,139	561	969	1.18	0.58	Pass	Pass	
		SB	474	1,033		0.49	1.07	Pass	Pass	
12	Sahalee Way/228th Ave NE, 223rd Ave NE – NE 25th Way	NB	1,047	585	969	1.08	0.60	Pass	Pass	
		SB	470	911		0.49	0.94	Pass	Pass	
13	228th Ave, NE 25th Way – NE 12th Pl ³	NB	810	836	969	0.84	0.86	Pass	Pass	
		SB	683	872		0.71	0.90	Pass	Pass	

	228th Avenue Central Corridor	NB				0.58	0.71	Pass	Pass
		SB				0.59	0.70	Pass	Pass
14	228th Ave, NE 12th Pl – NE 8th St/Inglewood Hill Rd	NB	825	937	987	0.84	0.95	Pass	Pass
		SB	858	924		0.87	0.94	Pass	Pass
15	228th Ave, NE 8th St/Inglewood Hill Rd – Main St	NB	884	1,099	1,896	0.47	0.58	Pass	Pass
		SB	973	1,124		0.51	0.59	Pass	Pass
16	228th Ave, Main St – SE 8th St	NB	984	1,159	1,896	0.52	0.61	Pass	Pass
		SB	788	1,237		0.42	0.65	Pass	Pass
17	228th Ave, SE 8th St – SE 10th St	NB	948	1,344	1,896	0.50	0.71	Pass	Pass
		SB	1,032	1,249		0.54	0.66	Pass	Pass
18	228th Ave, Se 10th St – SE 20 th St	NB	1,127	1,408	1,896	0.59	0.74	Pass	Pass
		SB	1,130	1,350		0.60	0.71	Pass	Pass
	228th Avenue South Corridor	NB				0.59	0.87	Pass	Pass
		SB				0.73	0.70	Pass	Pass
19	228th Ave, SE 20th St – Issaquah Pine Lake Rd SE ⁴	NB	1,190	1,504	1,949	0.61	0.77	Pass	Pass
		SB	1,203	1,424		0.62	0.73	Pass	Pass
20	228th Ave, Issaquah Pine Lake Rd SE – SE 43rd Way	NB	526	997	969	0.54	1.03	Pass	Pass
		SB	861	608		0.89	0.63	Pass	Pass
	244th Avenue North Corridor	NB				0.35	0.39	Pass	Pass
		SB				0.43	0.40	Pass	Pass
21	244th Ave NE, NE 30th Pl - NE 20th St	NB	303	332	881	0.34	0.38	Pass	Pass
		SB	318	351		0.36	0.40	Pass	Pass
22	244th Ave NE, NE 20th St - NE 8th St	NB	330	374	881	0.37	0.42	Pass	Pass
		SB	474	382		0.54	0.43	Pass	Pass
23	244th Ave NE, NE 8th St – E Main St	NB	370	320	925	0.40	0.35	Pass	Pass
		SB	298	375		0.32	0.41	Pass	Pass
24	244th Ave NE/SE, E Main St - SE 8th St	NB	195	368	881	0.22	0.42	Pass	Pass
		SB	391	299		0.44	0.34	Pass	Pass
	NE Inglewood Hill Road Corridor	EB				0.28	0.83	Pass	Pass
		WB				0.74	0.39	Pass	Pass
25	NE Inglewood Hill Rd, E Lk Sammamish Pkwy – 216th Ave	EB	236	734	705	0.33	1.04	Pass	Pass
		WB	654	320		0.93	0.45	Pass	Pass
26	NE Inglewood Hill Rd, 216th Ave NE – 228th Ave NE	EB	227	554	1,013	0.22	0.55	Pass	Pass
		WB	479	335		0.47	0.33	Pass	Pass
	NE 8th Street Corridor	EB				0.32	0.52	Pass	Pass
		WB				0.44	0.36	Pass	Pass
27	NE 8 th St, 228 th Ave NE – 235 th Ave NE	EB	375	585	1,013	0.37	0.58	Pass	Pass
		WB	470	373		0.46	0.37	Pass	Pass
28	NE 8 th St, 235 th Ave NE – 244 th Ave NE	EB	230	415	925	0.25	0.45	Pass	Pass
		WB	385	316		0.42	0.34	Pass	Pass
	SE 8th Street Corridor	EB				0.28	0.43	Pass	Pass
		WB				0.65	0.33	Pass	Pass
29	SE 8 th St, 228 th Ave SE – 244 th Ave SE	EB	256	396	925	0.28	0.43	Pass	Pass
		WB	600	304		0.65	0.33	Pass	Pass
	Issaquah-Pine Lake Road Corridor	EB/SB				0.94	0.80	Pass	Pass
		WB/NB				0.50	1.02	Pass	Pass
30	Issaquah-Pine Lk Rd, 228 th Ave SE - SE 32 nd Way ⁷	EB	422	845	987	0.43	0.86	Pass	Pass
		WB	509	629		0.52	0.64	Pass	Pass
31	Issaquah-Pine Lk Rd, SE 32 nd Way - SE Klahanie Blvd	NB	540	778	987	0.55	0.79	Pass	Pass
		SB	682	782		0.69	0.79	Pass	Pass
32	Issaquah-Pine Lk Rd, SE Klahanie Blvd – SE 46 th St	NB	408	1,020	943	0.43	1.08	Pass	Pass
		SB	1,015	751		1.08	0.80	Pass	Pass
33	Issaquah-Pine Lk Rd, SE 46th St - SE 48th St	NB	456	1,236	943	0.48	1.31	Pass	Pass
		SB	1,107	723		1.17	0.77	Pass	Pass
	SE 32nd Way/Street - Issaquah-Beaver Lake Road Corridor	EB				0.34	0.62	Pass	Pass
		WB				0.51	0.44	Pass	Pass
34	SE 32 nd Way, Issaquah-Pine Lk Rd – 235 th Place SE	EB	255	524	749	0.34	0.70	Pass	Pass
		WB	458	363		0.61	0.49	Pass	Pass
35	SE 32 nd Way, 235 th Place SE – 244 th Ave SE	EB	228	449	705	0.32	0.64	Pass	Pass
		WB	326	281		0.46	0.40	Pass	Pass
36	SE 32 nd Way, 244 th Ave SE – E Beaver Lake Dr SE	EB	286	479	705	0.41	0.68	Pass	Pass
		WB	401	365		0.57	0.52	Pass	Pass
37	Issaquah-Beaver Lk Rd, E Beaver Lk Dr – SE Duthie Hill Rd	EB	242	298	881	0.27	0.34	Pass	Pass
		WB	274	295		0.31	0.34	Pass	Pass
	Issaquah-Fall City Road Corridor	NB/EB				0.25	0.83	Pass	Pass
		SB/WB				0.79	0.44	Pass	Pass
38	SE Issaquah-Fall City Rd, Issaquah-Pine Lk Rd – 245 th Pl SE ³	EB	532	1,494	1,772	0.30	0.84	Pass	Pass
		WB	1,353	787		0.76	0.44	Pass	Pass
39	SE Issaquah-Fall City Rd, 245th Ave SE - Klahanie Dr SE	EB	147	1,385	1,861	0.08	0.74	Pass	Pass
		WB	1,430	721		0.77	0.39	Pass	Pass
40	SE Issaquah-Fall City Rd, Klahanie Dr SE - SE Duthie Hill Rd	EB	237	951	925	0.26	1.03	Pass	Pass
		WB	795	528		0.86	0.57	Pass	Pass
41	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – SE Issaquah-Fall City Rd ⁸	NB	211	585	881	0.24	0.66	Pass	Pass
		SB	693	287		0.79	0.33	Pass	Pass

Duthie Hill Road Corridor		NB/EB		0.34	1.02	Pass	Pass		
		SB/WB		0.96	0.66	Pass	Pass		
42	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – 266th Ave SE	NB	271	839	725	0.37	1.16	Pass	Pass
		SB	794	544		1.09	0.75	Pass	Pass
43	SE Duthie Hill Rd, 266th Ave SE – Trossachs Blvd SE ⁶	EB	278	787	906	0.31	0.87	Pass	Pass
		WB	733	520		0.81	0.57	Pass	Pass

Notes

Corridor V/C ratios are volume weighted.

* ELSP corridors are shown for information purposes only as they are excluded from concurrency.

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 228th/IPLR: No FYA; 228th/SE 24th: No FYA during peak hours; 228th/SE 20th: FYA. Since the FYA is not in operation during peak hours for the majority of the major intersections, the segment overall doesn't experience increased capacity due to FYAs during peak hours.

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.

(3) In conducting the concurrency test in accord with Chapter 14A.10., the City shall apply the level of service standards for the concurrency intersections as designated in SMC 14A.10.010(1) and for the concurrency corridors and segments in SMC 14A.10.050(2). If any intersection, corridor or segment operates at or better than the level of service standards, the concurrency certificate shall be granted. If any concurrency intersection, corridor or segment operate worse than the level of service standards, the concurrency certificate will be denied, or the applicant may select one of the options described in SMC 14A.10.040(3).

(4) In conducting the concurrency test, the City shall find that the impact of development occurs, and therefore the level of service standards for intersections, corridors and segments shall be achieved and maintained, no later than six years from the date of the development.

(5) In the event that the applicant is required to construct a public facility, the development cannot be occupied until the public facility is completed, or the applicant provides the City with a performance bond that is acceptable to the City.

(6) The City shall determine which additional public facilities are needed to be included in the Capital Facilities Plan Element of the Comprehensive Plan to achieve the adopted level of service standards. Such additional public facilities shall be underwritten by a financial commitment.

**Chapter 21A.15
TECHNICAL TERMS AND LAND USE DEFINITIONS**

21A.15.685 Level of service (LOS), traffic.

“Level of service (LOS), traffic” means the City’s defined performance standards for its adopted concurrency intersections, road corridors, and road segments, as defined in the City’s Comprehensive Plan and development regulations.



Planning Commission

801 228th Avenue SE ■ Sammamish, WA 98075 ■ phone: 425-295-0500 ■ fax: 295-295-0600 ■ web: www.sammamish.us

Date: March 28, 2019
To: Mayor Malchow and the Sammamish City Council
From: Mark Baughman, Planning Commission Chair
 Eric Brooks, Planning Commission Vice Chair
Re: Planning Commission Recommendation on Development Regulation Amendments –
 Chapters 14A.05, 14A.10 and 21A.15 SMC

On November 20, 2018, City Council adopted Ordinance O2018-477 amending Chapters 14A.05, 14A.10, and 21A.15 of the Sammamish Municipal Code (SMC) for a six-month period. The proposed amended development regulations for corridor and segment level of service (LOS) standards as the volume to capacity (V/C) ratios of up to and including 1.1 for corridors and 1.4 for segments, respectively, for the City's arterials (i.e. Principal, Minor, and Collector). The Interim Development Regulations implemented by Ordinance O2018-477 will expire on June 1, 2019 if no action is taken to adopt permanent changes to the City's Development Regulations by that time.

The proposed amendments include the following changes to the City's Development Regulations:

1. Modify the HCM, 6th Edition method by incorporating the following adjustments to the HCM's base capacity if left turn pockets, right turn lanes, medians, flashing yellow arrows, or Intelligent Transportation System technologies are present.
2. Set the V/C LOS standard of up to and including 1.1 for corridors and 1.4 for segments for all arterials, except for East Lake Sammamish Parkway NE and East Lake Sammamish Parkway SE.

Staff also proposed additional amendments to further clarify development regulation and Comprehensive Plan references, remove outdated references to land use actions, and to add a subsection requiring that an applicant schedule and complete a pre-application meeting prior to filing an application for a certificate of concurrency.

Following an in-depth review of the proposed amendments, the Planning Commission recommends the City Council adopt amendments to Chapters 14A.05, 14A.10, and 21A.15 SMC, as outlined above and as presented in Exhibit 1.

Sincerely,


 Mark Baughman, Planning Commission Chair

Apr 7, 2019

Date


 Eric Brooks, Planning Commission Vice Chair

Apr 7, 2019

Date

20190328 - PC Recommendation Letter_Final

Final Audit Report

2019-04-07

Created:	2019-03-29
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Adobe Sign

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. 02018-477

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS REGARDING THE TRANSPORTATION CONCURRENCY AND LEVEL OF SERVICE FOR ROAD CORRIDORS AND SEGMENTS 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 regarding transportation concurrency, which require that adequate public facilities are in place to serve new development as it occurs or within a specified time period as required by the Growth Management Act; and

WHEREAS, the City has determined that development regulations for the City's transportation concurrency and level of service policies as currently codified in Sammamish Municipal Code ("SMC") Chapters 14A.05, 14A.10 and 21A.15 are not fully accomplishing the goals set forth in the Sammamish Comprehensive Plan regarding level of service standards for road corridors and segments; and

WHEREAS, the City has determined that interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary to allow adequate time for the City to effectively analyze and determine if current development regulations are sufficient to address transportation concurrency and level of service within the City;

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim development regulations adopted herein. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 of this Ordinance.

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 14A.05, 14A.10, and 21A.15 SMC.

Section 3. Effective Duration of Interim Development Regulations. The interim development regulations set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 4. Public Hearing. The City Council will hold a public hearing at the City Council's regular meeting on January 8, 2019, or as soon thereafter as the business of the City Council shall permit, in order to take public testimony and to consider adopting further findings of fact.

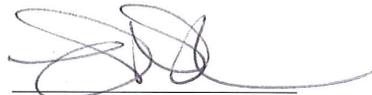
Section 5. Referral to the City Manager. The City Council requests that the City Manager and his staff work diligently with the City Council to formulate and adopt permanent regulations.

Section 6. 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 7. 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 SPECIAL MEETING THEREOF ON THE 20th DAY OF NOVEMBER, 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: October 11, 2018
Passed by the City Council: November 20, 2018
Date of Publication: November 26, 2018
Effective Date: December 1, 2018

Attachment A

Chapter 14A.05
DEFINITIONS**14A.05.010 Definitions.**

The following words and terms are defined pursuant to RCW 82.02.090 and shall have the following meanings for the purposes of this title, unless the context clearly requires otherwise. The following words, terms, and definitions shall apply to all portions of this title, except as specifically superseded by definitions set forth elsewhere in this title.

“Concurrency test” means the determination of an applicant’s impact on transportation facilities by the comparison of the City’s adopted level of service standards to the projected level of service at intersections or road corridors or segments with the proposed development.

...

“Level of service standards” means the City’s defined performance standards for its adopted concurrency intersections and road corridors and segments, as defined in ~~the City’s Comprehensive Plan section 14A.10.050~~.

Chapter 14A.10
CONCURRENCY**14A.10.010 Concurrency requirement.**

(1) In accordance with RCW 36.70A.070(6)(b), the City must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards defined in section 14A.10.050 adopted in the transportation element of the City’s comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development. These strategies may include increased public transportation service, ride sharing programs, demand management, and other transportation systems management strategies. For the purposes of the City’s concurrency requirement, “concurrent with the development” shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years.

(2) The City shall not issue a development permit until:

- (a) A certificate of concurrency has been issued; or
- (b) The applicant has executed a concurrency test deferral affidavit where specifically allowed; or
- (c) The applicant has been determined to be exempt from the concurrency test as provided in SMC 14A.10.030(1).

14A.10.020 Application for certificate of concurrency.

(1) Each applicant for a comprehensive plan amendment requesting property redesignation or zone reclassification, except as provided in SMC 14A.10.030(1), shall elect one of the following options:

- (a) Apply for a certificate of concurrency; or
- (b) Execute a concurrency test deferral affidavit.

(2) Each applicant for a planned action, subdivision (including a preliminary plat, short plat, or binding site plan and revisions or alterations which increase the number of dwelling units or trip generation), mobile home park, a master site plan, urban planned development, conditional use permit, or site development permit shall apply for a certificate

of concurrency, unless a certificate has been issued for the same parcel in conjunction with a comprehensive plan amendment or zone reclassification, or except as provided in SMC 14A.10.030(1).

(3) Each applicant for a building permit or certificate of occupancy for a change in use shall apply for a certificate of concurrency, unless a certificate has been issued for the same parcel in conjunction with subsections (1) or (2) of this section, or except as provided in SMC 14A.10.030(1).

(4) Applicants for a certificate of concurrency may designate the density and intensity of development to be tested for concurrency, provided such density and intensity shall not exceed the maximum allowed for the parcel. If the applicant designates the density and intensity of development, the concurrency test will be based on and applicable to only the applicant's designated density and intensity. If the applicant does not designate density and intensity, the concurrency test will be based on the maximum allowable density and intensity.

14A.10.030 Exemptions from concurrency test.

(1) The following developments are exempt from this chapter, and applicants may submit applications, obtain development permits and commence development without a certificate of concurrency:

(a) Any development permit for the following development because it creates insignificant and/or temporary additional impacts on any public facility:

(i) Right-of-way use;

(ii) Street improvements, including new streets constructed by the City of Sammamish;

(iii) Street use permits;

(iv) Utility facilities which do not impact public facilities, such as pump stations, transmission or collection systems, and reservoirs;

(v) Expansion of an existing nonresidential structure that results in the addition of 100 square feet or less of gross floor area and does not add residential units or accessory dwelling units as defined in SMC 21A.15.345 to 21A.15.370;

(vi) Expansion of a residential structure provided the expansion does not result in the creation of an additional dwelling unit or accessory dwelling unit as defined in SMC 21A.15.345 to 21A.15.370;

(vii) Miscellaneous non-traffic generating improvements, including, but not limited to, fences, walls, swimming pools, sheds, and signs;

(viii) Demolition or moving of a structure; or

(ix) Tenant improvements that do not generate additional trips.

14A.10.040 Concurrency test.

(1) The City shall perform a concurrency test for each application for a certificate of concurrency. The public works director, or his/her designee, shall use the following methods to conduct the concurrency test for each type of public facility:

(a) For individual single-family residential building permit applications on existing lots, or other land use permits that generate less than 10 trips during an individual peak hour, the city will run a concurrency test after permit applications have been received that collectively result in 10 or more trips during an individual peak hour; provided, however, that a concurrency certificate can be issued without conducting the concurrency test when fewer than 10 accumulated trips have been generated since the last concurrency test; or

(b) For all other development, review of each application compared to the capacity of the public facilities in accordance with the provisions of this chapter.

- (2) If the impact of the development does not cause the level of service to decline below the standards set forth in SMC 14A.10.050, the concurrency test is passed, and the applicant shall receive a certificate of concurrency.
- (3) If the impact of the development will cause the level of service to decline below the standards set forth in SMC 14A.10.050, the concurrency test is not passed, and the applicant may select one of the following options:
 - (a) Accept a 90-day reservation of public facilities that are available, and within the same 90-day period amend the application to meet the level of service standard set forth in SMC 14A.10.050, or
 - (b) Appeal the denial of the application for a certificate of concurrency, pursuant to the provisions of SMC 14A.10.080; or
 - (c) Arrange to provide for public facilities that are not otherwise available and that cause the level of service to rise to the standards set forth in SMC 14A.10.050.
- (4) The City shall conduct the concurrency test, as needed, in the order that completed applications are received by the City.
- (5) A concurrency test, and any resulting certificate of concurrency, shall be administrative actions of the City that are categorically exempt from the State Environmental Policy Act.

14A.10.050 Level of service standards.

(1) In conducting the concurrency test in accord with chapter 14A.10, the intersection LOS standards adopted in the Transportation Element of the Comprehensive Plan are LOS D for intersections that include principal arterials and LOS C for intersections that include minor arterials or collector arterials. The LOS for intersections with principal arterials may be reduced to E for intersections that require more than three approach lanes in any direction. The intersection standards shall be applied to both the morning and afternoon peak hours. The LOS standard for the higher road classification shall be the standard applied.

(2) In conducting the concurrency test in accord with chapter 14A.10, the road corridor and segment LOS standards are volume to capacity ratio of up to and including 1.1 for corridors and 1.4 for segments, respectively, for the City's principal and minor arterials. The roadway standards shall be applied per the City's traffic model's AM and PM peak hours in each direction. The 2016 and 2024 corridor and segment capacities and LOS standards are shown in Figure 1. The capacity was calculated by modifying the Highway Capacity Manual, 6th Edition methodology as described in the *Measuring Concurrency for Segments and Corridors: HCM 6th Edition, Modified memo, dated November 16, 2018 by Kendra Breiland and Bianca Popescu, Fehr & Peers.*

Figure 1: 2016 HCM Modified Methodology								
Segment*		AM Volume	PM Volume	Capacities	AM V/C	PM V/C	AM	PM
					2016 HCM Mod	2016 HCM Mod	2016 HCM Mod	Corridor <1.1
East Lake Sammamish Parkway North Corridor	NB				1.52	0.78	Fail	Pass
	SB				0.44	1.55	Pass	Fail
1 E Lk Sammamish Pkwy, City limits - 196th Ave NE (Weber Pl) [†]	NB	1,145	586	705	1.62	0.83	Fail	Pass
	SB	965	1,238		0.52	1.76	Pass	Fail
2 E Lk Sammamish Pkwy, 196th Ave NE - NE 26th Pl	NB	1,198	614	705	1.70	0.87	Fail	Pass
	SB	309	1,167		0.44	1.65	Pass	Fail
3 E Lk Sammamish Pkwy, NE 26th Pl - NE Inglewood Hill Rd	NB	1,202	623	969	1.24	0.64	Pass	Pass
	SB	358	1,209		0.37	1.25	Pass	Pass
East Lake Sammamish Parkway Central Corridor	NB				0.61	0.65	Pass	Pass
	SB				0.47	0.77	Pass	Pass
4 E Lk Sammamish Pkwy, Inglewood Hill Rd - Louis Thompson Rd	NB	649	529	925	0.70	0.57	Pass	Pass
	SB	363	759		0.39	0.82	Pass	Pass
5 E Lk Sammamish Pkwy, Louis Thompson Rd NE - SE 8th St	NB	385	454	705	0.55	0.64	Pass	Pass
	SB	335	546		0.48	0.77	Pass	Pass
6 E Lk Sammamish Pkwy, SE 8th St - SE 24th Way	NB	345	523	705	0.49	0.74	Pass	Pass
	SB	378	494		0.54	0.70	Pass	Pass

East Lake Sammamish Parkway South Corridor				NB			0.53	1.02	Pass	Pass
				SB			0.87	0.80	Pass	Pass
7	E Lk Sammamish Pkwy, SE 24th Way – 212th Ave SE	NB	331	545	705		0.47	0.77	Pass	Pass
		SB	450	545		0.64	0.77	Pass	Pass	
8	E Lk Sammamish Pkwy, 212th Ave SE – South City Limit	NB	429	881	749		0.57	1.18	Pass	Pass
		SB	750	620		1.00	0.83	Pass	Pass	
Sahalee Way–228th Avenue North Corridor				NB			1.12	0.67	Fail	Pass
				SB			0.56	1.03	Pass	Pass
9	Sahalee Way/228th Ave NE, City Limit – NE 37th Way	NB	1,256	573	951		1.32	0.60	Pass	Pass
		SB	471	1,102		0.50	1.16	Pass	Pass	
10	Sahalee Way/228th Ave NE, NE 37th Way - NE 36th St ²	NB	1,043	547	906		1.15	0.60	Pass	Pass
		SB	474	989		0.52	1.09	Pass	Pass	
11	Sahalee Way/228th Ave NE, NE 36th St - 223rd Ave NE ²	NB	1,023	531	906		1.13	0.59	Pass	Pass
		SB	457	947		0.50	1.04	Pass	Pass	
12	Sahalee Way/228th Ave NE, 223rd Ave NE – NE 25th Way	NB	950	545	906		1.05	0.60	Pass	Pass
		SB	450	840		0.50	0.93	Pass	Pass	
13	228th Ave, NE 25th Way – NE 12th Pl ³	NB	711	790	906		0.78	0.87	Pass	Pass
		SB	660	796		0.73	0.88	Pass	Pass	
228th Avenue Central Corridor				NB			0.54	0.68	Pass	Pass
				SB			0.58	0.66	Pass	Pass
14	228th Ave, NE 12th Pl – NE 8th St/Inglewood Hill Rd	NB	727	894	969		0.75	0.92	Pass	Pass
		SB	807	870		0.83	0.90	Pass	Pass	
15	228th Ave, NE 8th St/Inglewood Hill Rd – Main St	NB	808	1,058	1,861		0.43	0.57	Pass	Pass
		SB	1,024	1,052		0.55	0.57	Pass	Pass	
16	228th Ave, Main St - SE 8th St ⁴	NB	923	1,085	1,861		0.50	0.58	Pass	Pass
		SB	820	1,148		0.44	0.62	Pass	Pass	
17	228th Ave, SE 8th St – SE 10th St	NB	854	1,209	1,861		0.46	0.65	Pass	Pass
		SB	954	1,078		0.51	0.58	Pass	Pass	
18	228th Ave, Se 10th St – SE 20 th St	NB	1,086	1,303	1,861		0.58	0.70	Pass	Pass
		SB	1,087	1,233		0.58	0.66	Pass	Pass	
228th Avenue South Corridor				NB			0.55	0.83	Pass	Pass
				SB			0.70	0.66	Pass	Pass
19	228th Ave, SE 20th St – Issaquah Pine Lake Rd SE	NB	1,128	1,426	1,949		0.58	0.73	Pass	Pass
		SB	1,136	1,341		0.58	0.69	Pass	Pass	
20	228th Ave, Issaquah Pine Lake Rd SE – SE 43rd Way	NB	454	953	969		0.47	0.98	Pass	Pass
		SB	827	565		0.85	0.58	Pass	Pass	
244th Avenue North Corridor				NB			0.39	0.40	Pass	Pass
				SB			0.48	0.42	Pass	Pass
21	244th Ave NE, NE 30th Pl - NE 20th St	NB	295	293	705		0.42	0.42	Pass	Pass
		SB	313	320		0.44	0.45	Pass	Pass	
22	244th Ave NE, NE 20th St - NE 8th St	NB	320	334	705		0.45	0.47	Pass	Pass
		SB	467	350		0.66	0.50	Pass	Pass	
23	244th Ave NE, NE 8th St – E Main St	NB	369	306	925		0.40	0.33	Pass	Pass
		SB	295	375		0.32	0.41	Pass	Pass	
24	244th Ave NE/SE, E Main St - SE 8th St	NB	189	342	881		0.21	0.39	Pass	Pass
		SB	371	291		0.42	0.33	Pass	Pass	
NE Inglewood Hill Road Corridor				EB			0.31	0.79	Pass	Pass
				WB			0.77	0.39	Pass	Pass
25	NE Inglewood Hill Rd, E Lk Sammamish Pkwy – 216th Ave	EB	180	678	705		0.25	0.96	Pass	Pass
		WB	681	288		0.97	0.41	Pass	Pass	
26	NE Inglewood Hill Rd, 216th Ave NE – 228th Ave NE ⁴	EB	334	560	969		0.34	0.58	Pass	Pass
		WB	480	364		0.50	0.38	Pass	Pass	
NE 8th Street Corridor				EB			0.35	0.52	Pass	Pass
				WB			0.46	0.34	Pass	Pass
27	NE 8 th St, 228 th Ave NE – 235 th Ave NE	EB	385	554	969		0.40	0.57	Pass	Pass
		WB	461	344		0.48	0.36	Pass	Pass	
28	NE 8 th St, 235 th Ave NE – 244 th Ave NE	EB	228	393	881		0.26	0.45	Pass	Pass
		WB	384	288		0.44	0.33	Pass	Pass	
SE 8th Street Corridor				EB			0.28	0.40	Pass	Pass
				WB			0.63	0.32	Pass	Pass
29	SE 8 th St, 228 th Ave SE – 244 th Ave SE	EB	257	372	925		0.28	0.40	Pass	Pass
		WB	585	292		0.63	0.32	Pass	Pass	
Issaquah-Pine Lake Road Corridor				EB/SB			0.97	0.83	Pass	Pass
				WB/NB			0.54	1.06	Pass	Pass
30	Issaquah-Pine Lk Rd, 228 th Ave SE - SE 32 nd Way ³	EB	467	802	969		0.48	0.83	Pass	Pass
		WB	589	613		0.61	0.63	Pass	Pass	
31	Issaquah-Pine Lk Rd, SE 32 nd Way - SE Klahanie Blvd	NB	505	747	881		0.57	0.85	Pass	Pass
		SB	610	754		0.69	0.86	Pass	Pass	
32	Issaquah-Pine Lk Rd, SE Klahanie Blvd – SE 46 th St	NB	391	990	881		0.44	1.12	Pass	Pass
		SB	979	742		1.11	0.84	Pass	Pass	
33	Issaquah-Pine Lk Rd, SE 46th St - SE 48th St	NB	444	1,207	881		0.50	1.37	Pass	Pass
		SB	1,078	717		1.22	0.81	Pass	Pass	

SE 32nd Way/Street - Issaquah-Beaver Lake Road Corridor		EB		WB		Capacities	AM V/C	PM V/C	AM	PM
							0.25	0.56	Pass	Pass
							0.46	0.41	Pass	Pass
34	SE 32 nd Way, Issaquah-Pine Lk Rd – 235 th Place SE	EB	178	475		705	0.25	0.67	Pass	Pass
		WB	390	329			0.55	0.47	Pass	Pass
35	SE 32 nd Way, 235 th Place SE – 244 th Ave SE	EB	173	381		705	0.25	0.54	Pass	Pass
		WB	285	264			0.40	0.37	Pass	Pass
36	SE 32 nd Way, 244 th Ave SE – E Beaver Lake Dr SE	EB	216	439		705	0.31	0.62	Pass	Pass
		WB	364	333			0.52	0.47	Pass	Pass
37	Issaquah-Beaver Lk Rd, E Beaver Lk Dr – SE Duthie Hill Rd	EB	171	282		881	0.19	0.32	Pass	Pass
		WB	257	285			0.29	0.32	Pass	Pass
Issaquah-Fall City Road Corridor		NB/EB		SB/WB		Capacities	AM V/C	PM V/C	AM	PM
							0.26	0.91	Pass	Pass
							0.94	0.54	Pass	Pass
38	SE Issaquah-Fall City Rd, Issaquah-Pine Lk Rd – 245 th Pl SE ⁶	EB	532	1,271		1,772	0.30	0.72	Pass	Pass
		WB	1,186	744			0.67	0.42	Pass	Pass
39	SE Issaquah-Fall City Rd, 245 th Ave SE – Klahanie Dr SE	EB	149	1,160		881	0.17	1.32	Pass	Pass
		WB	1,263	669			1.43	0.76	Fail	Pass
40	SE Issaquah-Fall City Rd, Klahanie Dr SE – SE Duthie Hill Rd	EB	237	746		881	0.27	0.85	Pass	Pass
		WB	653	488			0.74	0.55	Pass	Pass
41	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – SE Issaquah-Fall City Rd ⁶	NB	203	521		881	0.23	0.59	Pass	Pass
		SB	599	264			0.68	0.30	Pass	Pass
Duthie Hill Road Corridor		NB/EB		SB/WB		Capacities	AM V/C	PM V/C	AM	PM
							0.32	0.93	Pass	Pass
							0.90	0.63	Pass	Pass
42	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – 266 th Ave SE	NB	254	769		725	0.35	1.06	Pass	Pass
		SB	745	520			1.03	0.72	Pass	Pass
43	SE Duthie Hill Rd, 266 th Ave SE – Trossachs Blvd SE ⁶	EB	262	713		906	0.29	0.79	Pass	Pass

Notes

Corridor V/C ratios are volume weighted.

* ELSP corridors are shown for information purposes only as they are excluded from concurrency.

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

⁶ Segment is partially outside of Sammamish City Limits.

2024 HCM Modified Methodology											
Segment*		AM Volume	PM Volume	Capacities	2024 HCM Mod	AM V/C	2024 HCM Mod	PM V/C	2024 HCM Mod	AM	PM
										Corridor ≤1.1	
East Lake Sammamish Parkway North Corridor		NB				1.52	0.82	Fail	Pass		
		SB				0.54	1.61	Pass	Fail		
1	E Lk Sammamish Pkwy, City limits - 196th Ave NE (Weber Pl) ¹	NB	1,144	611	705	1.62	0.87	Fail	Pass		
		SB	442	1,285		0.63	1.82	Pass	Fail		
2	E Lk Sammamish Pkwy, 196th Ave NE - NE 26th Pl	NB	1,198	642	705	1.70	0.91	Fail	Pass		
		SB	385	1,215		0.55	1.72	Pass	Fail		
3	E Lk Sammamish Pkwy, NE 26th Pl - NE Inglewood Hill Rd	NB	1,201	653	969	1.24	0.67	Pass	Pass		
		SB	433	1,258		0.45	1.30	Pass	Pass		
East Lake Sammamish Parkway Central Corridor		NB				0.63	0.67	Pass	Pass		
		SB				0.50	0.78	Pass	Pass		
4	E Lk Sammamish Pkwy, Inglewood Hill Rd – Louis Thompson Rd	NB	678	541	943	0.72	0.57	Pass	Pass		
		SB	383	762		0.41	0.81	Pass	Pass		
5	E Lk Sammamish Pkwy, Louis Thompson Rd NE – SE 8th St	NB	415	475	705	0.59	0.67	Pass	Pass		
		SB	361	557		0.51	0.79	Pass	Pass		
6	E Lk Sammamish Pkwy, SE 8th St – SE 24th Way	NB	374	541	705	0.53	0.77	Pass	Pass		
		SB	404	501		0.57	0.71	Pass	Pass		
East Lake Sammamish Parkway South Corridor		NB				0.52	0.99	Pass	Pass		
		SB				0.85	0.72	Pass	Pass		
7	E Lk Sammamish Pkwy, SE 24th Way – 212th Ave SE	NB	362	567	881	0.41	0.64	Pass	Pass		
		SB	487	546		0.55	0.62	Pass	Pass		
8	E Lk Sammamish Pkwy, 212th Ave SE – South City Limit	NB	451	904	749	0.60	1.21	Pass	Pass		
		SB	781	610		1.04	0.81	Pass	Pass		
Sahalee Way–228th Avenue North Corridor		NB				1.16	0.66	Fail	Pass		
		SB				0.55	1.05	Pass	Pass		
9	Sahalee Way/228th Ave NE, City Limit – NE 37th Way	NB	1,382	582	1,015	1.36	0.57	Pass	Pass		
		SB	485	1,178		0.48	1.16	Pass	Pass		
10	Sahalee Way/228th Ave NE, NE 37th Way – NE 36th St ²	NB	1,164	571	969	1.20	0.59	Pass	Pass		
		SB	495	1,071		0.51	1.11	Pass	Pass		
11	Sahalee Way/228th Ave NE, NE 36th St – 223rd Ave NE ²	NB	1,139	561	969	1.18	0.58	Pass	Pass		
		SB	474	1,033		0.49	1.07	Pass	Pass		
12	Sahalee Way/228th Ave NE, 223rd Ave NE – NE 25th Way	NB	1,047	585	969	1.08	0.60	Pass	Pass		
		SB	470	911		0.49	0.94	Pass	Pass		
13	228th Ave, NE 25th Way – NE 12th Pl ³	NB	810	836	969	0.84	0.86	Pass	Pass		
		SB	683	872		0.71	0.90	Pass	Pass		

228th Avenue Central Corridor				NB			0.58	0.71	Pass	Pass
				SB			0.59	0.70	Pass	Pass
14	228th Ave, NE 12th Pl - NE 8th St/Inglewood Hill Rd	NB	825	937	987		0.84	0.95	Pass	Pass
				SB	858	924	0.87	0.94	Pass	Pass
15	228th Ave, NE 8th St/Inglewood Hill Rd - Main St	NB	884	1,099	1,896		0.47	0.58	Pass	Pass
				SB	973	1,124	0.51	0.59	Pass	Pass
16	228th Ave, Main St - SE 8th St	NB	984	1,159	1,896		0.52	0.61	Pass	Pass
				SB	788	1,237	0.42	0.65	Pass	Pass
17	228th Ave, SE 8th St - SE 10th St	NB	948	1,344	1,896		0.50	0.71	Pass	Pass
				SB	1,032	1,249	0.54	0.66	Pass	Pass
18	228th Ave, Se 10th St - SE 20th St	NB	1,127	1,408	1,896		0.59	0.74	Pass	Pass
				SB	1,130	1,350	0.60	0.71	Pass	Pass
228th Avenue South Corridor				NB			0.59	0.87	Pass	Pass
				SB			0.73	0.70	Pass	Pass
19	228th Ave, SE 20th St - Issaquah Pine Lake Rd SE ⁴	NB	1,190	1,504	1,949		0.61	0.77	Pass	Pass
				SB	1,203	1,424	0.62	0.73	Pass	Pass
20	228th Ave, Issaquah Pine Lake Rd SE - SE 43rd Way	NB	526	997	969		0.54	1.03	Pass	Pass
				SB	861	608	0.89	0.63	Pass	Pass
244th Avenue North Corridor				NB			0.35	0.39	Pass	Pass
				SB			0.43	0.40	Pass	Pass
21	244th Ave NE, NE 30th Pl - NE 20th St	NB	303	332	881		0.34	0.38	Pass	Pass
				SB	318	351	0.36	0.40	Pass	Pass
22	244th Ave NE, NE 20th St - NE 8th St	NB	330	374	881		0.37	0.42	Pass	Pass
				SB	474	382	0.54	0.43	Pass	Pass
23	244th Ave NE, NE 8th St - E Main St	NB	370	320	925		0.40	0.35	Pass	Pass
				SB	298	375	0.32	0.41	Pass	Pass
24	244th Ave NE/SE, E Main St - SE 8th St	NB	195	368	881		0.22	0.42	Pass	Pass
				SB	391	299	0.44	0.34	Pass	Pass
NE Inglewood Hill Road Corridor				EB			0.28	0.83	Pass	Pass
				WB			0.74	0.39	Pass	Pass
25	NE Inglewood Hill Rd, E Lk Sammamish Pkwy - 216th Ave	EB	236	734	705		0.33	1.04	Pass	Pass
				WB	654	320	0.93	0.45	Pass	Pass
26	NE Inglewood Hill Rd, 216th Ave NE - 228th Ave NE	EB	227	554	1,013		0.22	0.55	Pass	Pass
				WB	479	335	0.47	0.33	Pass	Pass
NE 8th Street Corridor				EB			0.32	0.52	Pass	Pass
				WB			0.44	0.36	Pass	Pass
27	NE 8th St, 228th Ave NE - 235th Ave NE	EB	375	585	1,013		0.37	0.58	Pass	Pass
				WB	470	373	0.46	0.37	Pass	Pass
28	NE 8th St, 235th Ave NE - 244th Ave NE	EB	230	415	925		0.25	0.45	Pass	Pass
				WB	385	316	0.42	0.34	Pass	Pass
SE 8th Street Corridor				EB			0.28	0.43	Pass	Pass
				WB			0.65	0.33	Pass	Pass
29	SE 8th St, 228th Ave SE - 244th Ave SE	EB	256	396	925		0.28	0.43	Pass	Pass
				WB	600	304	0.65	0.33	Pass	Pass
Issaquah-Pine Lake Road Corridor				EB/SB			0.94	0.80	Pass	Pass
				WB/NB			0.50	1.02	Pass	Pass
30	Issaquah-Pine Lk Rd, 228th Ave SE - SE 32nd Way ⁷	EB	422	845	987		0.43	0.86	Pass	Pass
				WB	509	629	0.52	0.64	Pass	Pass
31	Issaquah-Pine Lk Rd, SE 32nd Way - SE Klahanie Blvd	NB	540	778	987		0.55	0.79	Pass	Pass
				SB	682	782	0.69	0.79	Pass	Pass
32	Issaquah-Pine Lk Rd, SE Klahanie Blvd - SE 46th St	NB	408	1,020	943		0.43	1.08	Pass	Pass
				SB	1,015	751	1.08	0.80	Pass	Pass
33	Issaquah-Pine Lk Rd, SE 46th St - SE 48th St	NB	456	1,236	943		0.48	1.31	Pass	Pass
				SB	1,107	723	1.17	0.77	Pass	Pass
SE 32nd Way/Street - Issaquah-Beaver Lake Road Corridor				EB			0.34	0.62	Pass	Pass
				WB			0.51	0.44	Pass	Pass
34	SE 32nd Way, Issaquah-Pine Lk Rd - 235th Place SE	EB	255	524	749		0.34	0.70	Pass	Pass
				WB	458	363	0.61	0.49	Pass	Pass
35	SE 32nd Way, 235th Place SE - 244th Ave SE	EB	228	449	705		0.32	0.64	Pass	Pass
				WB	326	281	0.46	0.40	Pass	Pass
36	SE 32nd Way, 244th Ave SE - E Beaver Lake Dr SE	EB	286	479	705		0.41	0.68	Pass	Pass
				WB	401	365	0.57	0.52	Pass	Pass
37	Issaquah-Beaver Lk Rd, E Beaver Lk Dr - SE Duthie Hill Rd	EB	242	298	881		0.27	0.34	Pass	Pass
				WB	274	295	0.31	0.34	Pass	Pass
Issaquah-Fall City Road Corridor				NB/EB			0.25	0.83	Pass	Pass
				SB/WB			0.79	0.44	Pass	Pass
38	SE Issaquah-Fall City Rd, Issaquah-Pine Lk Rd - 245th Pl SE ²	EB	532	1,494	1,772		0.30	0.84	Pass	Pass
				WB	1,353	787	0.76	0.44	Pass	Pass
39	SE Issaquah-Fall City Rd, 245th Ave SE - Klahanie Dr SE	EB	147	1,385	1,861		0.08	0.74	Pass	Pass
				WB	1,430	721	0.77	0.39	Pass	Pass
40	SE Issaquah-Fall City Rd, Klahanie Dr SE - SE Duthie Hill Rd	EB	237	951	925		0.26	1.03	Pass	Pass
				WB	795	528	0.86	0.57	Pass	Pass
41	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd - SE Issaquah-Fall City Rd ⁸	NB	211	585	881		0.24	0.66	Pass	Pass
				SB	693	287	0.79	0.33	Pass	Pass

Duthie Hill Road Corridor		NB/EB			0.34	1.02	Pass	Pass	
		SB/WB			0.96	0.66	Pass	Pass	
42	SE Duthie Hill Rd, SE Issaquah-Beaver Lk Rd – 266th Ave SE	NB	271	839	725	0.37	1.16	Pass	Pass
		SB	794	544		1.09	0.75	Pass	Pass
43	SE Duthie Hill Rd, 266th Ave SE – Trossachs Blvd SE ⁶	EB	278	787	906	0.31	0.87	Pass	Pass
		WB	733	520		0.81	0.57	Pass	Pass

Notes

Corridor V/C ratios are volume weighted.

* ELSP corridors are shown for information purposes only as they are excluded from concurrency.

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 228th/IPLR: No FYA; 228th/SE 24th: No FYA during peak hours; 228th/SE 20th: FYA. Since the FYA is not in operation during peak hours for the majority of the major intersections, the segment overall doesn't experience increased capacity due to FYAs during peak hours.

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.

(23) In conducting the concurrency test in accord with ~~chapter section~~ 14A.10.040, the city shall apply the level of service standards for the concurrency intersections as designated in ~~section 14A.10.010(1), the comprehensive plan and for the concurrency corridors and segments in section 14A.10.050(2)~~. If ~~no any~~ intersections, ~~corridor or segment~~ operates ~~at or better than~~ low the level of service standards, the concurrency certificate shall be granted. If any concurrency intersection, ~~corridor or segment~~ operates ~~worse than~~ below the level of service standards, the concurrency certificate will be denied, or the applicant may ~~select one of the options described in 14A.10.040(3) to accept a 90-day reservation as described in 14A.10.040(4)(a) or provide public facilities as described in 14A.10.040(4)(c)~~.

(34) In conducting the concurrency test, the City shall find that the impact of development occurs, and therefore the level of service standards for intersections, ~~corridors and segments~~ shall be achieved and maintained, no later than six years from the date of the development.

(45) In the event that the applicant is required to construct a public facility, the development cannot be occupied until the public facility is completed, or the applicant provides the City with a performance bond that is acceptable to the City.

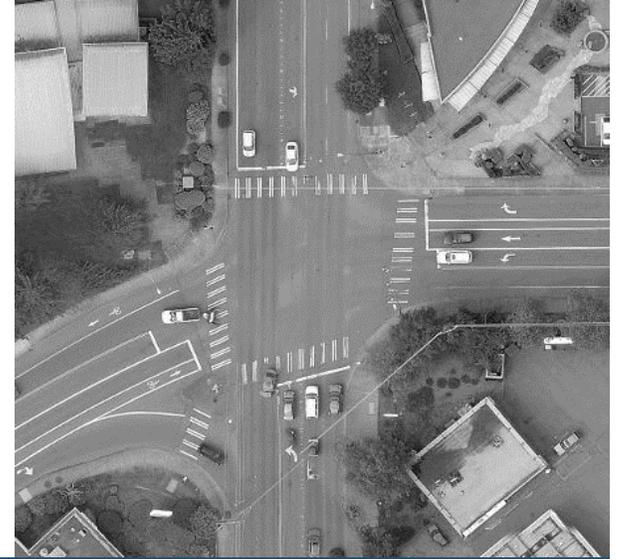
(65) The City shall determine which additional public facilities are needed to be included in the Capital Facilities Plan Element of the Comprehensive Plan to achieve the adopted level of service standards. Such additional public facilities shall be underwritten by a financial commitment.

Chapter 21A.15
TECHNICAL TERMS AND LAND USE DEFINITIONS

21A.15.685 Level of service (LOS), traffic.

“Level of service (LOS), traffic” means the City’s defined performance standards for its adopted concurrency intersections, and road ~~corridors and~~ segments, as defined in the City’s Comprehensive Plan and development regulations.

*Public Works
Department*



**Code Amendments – Road Segment & Corridor Concurrency and Level of Service Standards
Chapters 14A.05, 14A.10, and 21A.15 SMC**

**City Council Public Hearing
May 7, 2019**



City Council Public Hearing

Order of Events

1. **Receive Presentation by Staff** on proposed code amendments.
2. **Discuss** proposed code amendments.
3. **Open Public Hearing** and receive public testimony.
4. **Continue Hearing** to May 21st Council meeting.

Process

Timeline

September 18, 2018	City Council adopts Concurrency Policy – Intersections only
November 20, 2018	City Council adopts Emergency Ordinance (O2018-477) – Added segments and corridors to concurrency program via interim regulations
December 6, 2018	Planning Commission Update
January 15, 2019	City Council Public Hearing on O2018-477
March 7, 2019	Planning Commission Public Hearing and Recommendation to City Council
May 7, 2019	City Council Public Hearing
May 14, 2019	City Council Continued Public Hearing (if needed)
May 21, 2019	City Council Continued Public Hearing and Adoption



Concurrency & LOS

Proposal

Code Amendments

Proposed revisions to Chapters 14A.05, 14.10 and 21A.15 SMC

- A. Road corridor and segment level of service (LOS) standards
 - Volume to Capacity (V/C) ratios for principal and minor arterials
 - ≤ 1.1 for corridors
 - ≤ 1.4 for segments
- B. Administrative edits (added after 1/15/19 council hearing)
 - Code and Comprehensive Plan reference revisions
 - Pre-application conference requirement
 - Legal edits to address concurrency test procedures

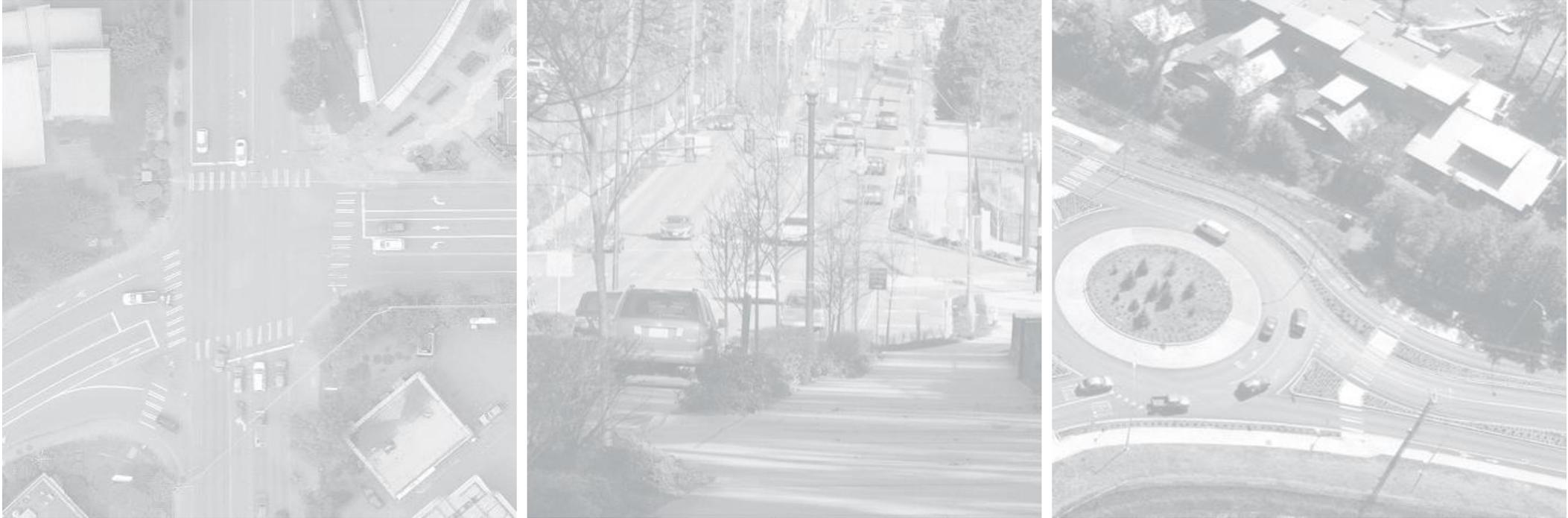
Recommended Code Amendments – Chapters 14A.05, 14A.10 and 21A.15 SMC⁶

Code Section	Description	Updates*
SMC 14A.05.010	Definitions <ul style="list-style-type: none"> • Concurrency test • Level of service standards 	<ul style="list-style-type: none"> • Add reference to road corridors • Update reference to concurrency standards
SMC 14A.10.010(1)	Concurrency Requirement	<ul style="list-style-type: none"> • Add reference to SMC 14A.10.050 • Update reference to concurrency standards
SMC 14A.10.020(1)(2)(4)	Application for Certificate of Concurrency	<ul style="list-style-type: none"> • Update reference to the site-specific land use map amendment process • Remove outdated references to King County land-use actions and add Unified Zone Development Plan • Require a preapplication conference prior to applying for a certificate of concurrency
SMC 14A.10.040(1)(a)(b)(4)	Concurrency Test	<ul style="list-style-type: none"> • Legal edits to further clarify need to run a concurrency test for each application because of an existing deficiency
SMC 14A.10.050(2)(3)(4)	Level of Service Standards	<ul style="list-style-type: none"> • Add reference to Chapter 14A.10 SMC • Add concurrency test methodology • Add reference to applicant options in SMC14A.10.040(3)
SMC 21A.15.685	Technical Terms and Land Use Definitions	<ul style="list-style-type: none"> • Add reference to road corridors

* Highlighted text are those added since Council's 1/15/19 public hearing.



Public Hearing



Next Steps

Continue Public Hearing to the Council's next regular meeting on May 21, 2019 and then adopt recommended code amendments.

Thank You!

Agenda Bill

City Council Regular Meeting
May 07, 2019



SUBJECT:	Consideration of an Ordinance adopting permanent updates to Development Regulations.		
DATE SUBMITTED:	May 01, 2019		
DEPARTMENT:	Community Development		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Adopt Ordinance as presented in Exhibit 1.		
EXHIBITS:	1. Exhibit 1 - Ordinance Permanent Development Regulations 2. Exhibit 2 - Code Amendment Summary Matrix		
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 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:

Consideration of an Ordinance adopting permanent updates to Development Regulations.

KEY FACTS AND INFORMATION SUMMARY:

Summary Statement:

The Ordinance presented in **Exhibit 1** represents the proposed permanent updates to Development Regulations as recommended by the Planning Commission on January 31, 2019, as amended per City Council direction on April 9, 2019 and as further amended per City Council direction via public comment from the school districts on April 9, 2019. A summary of all amendments directed by the City Council during its legislative review of the proposed permanent updates to Development Regulations are detailed in **Exhibit 2**. Should the City Council adopt the Ordinance presented, Phase I of the

permanent updates to Development Regulations would be complete and the Interim Development Regulations would be repealed on the effective date of the adopted Ordinance for the permanent updates to Development Regulations.

Background:

Interim Development Regulations – On September 18, 2018, the City Council adopted Ordinance O2018-468 amending the Sammamish Municipal Code (SMC) Chapters 16.15, 21A.15, 21A.25, 21A.30, 21A.35 and 21A.40 for a six-month period related to Interim Development Regulations for setbacks, clearing and grading, street frontage, building height measurement, density rounding, fence height and off-street parking. After completion of the required Public Hearing on November 6, 2018, the City Council adopted Ordinance O2018-471 containing subsequent amendments to the Interim Development Regulations effective until the end of the six-month period allowed by emergency ordinance and directed staff to begin the formal legislative review process to consider permanent updates to Development Regulations. On March 14, 2019, the City Council adopted Ordinance O2019-481 to renew the Interim Development Regulations for a six-month period.

Permanent Development Regulations – After the adoption of the Interim Development Regulations, the Planning Commission completed its first study session on this subject. Commencing the formal legislative review process, the Planning Commission completed a total three study sessions and a Public Hearing on considering permanent updates to Development Regulations. The Planning Commission discussed alternatives, selected options to be included for consideration, and on January 17, 2019 directed staff to finalize code language for Public Hearing. On January 31, 2019 the Planning Commission held a Public Hearing on the proposed permanent updates to Development Regulations and voted 6-0 to forward a recommendation to City Council for the adoption of such.

On February 4, 2019 City Council completed a study session to receive the Planning Commission recommendations on permanent updates to Development Regulations. A scheduled Public Hearing on February 11, 2019 was cancelled due to inclement weather. The Public Hearing was rescheduled and completed by City Council on March 14, 2019 with direction to staff to draft code language for all proposed amendments to the Planning Commission recommendations received through to this date. On April 9, 2019 City Council completed another study session to deliberate on each proposed amendment as drafted in code and considered additional public comment from the school districts with direction provided to staff.

OTHER ALTERNATIVES CONSIDERED:

There are 3 options for action available to the City Council on May 7:

Option 1. Adopt the Ordinance presented in Exhibit 1 of the City Council packet materials.

This option would adopt permanent updates to Development Regulations as recommended by the Planning Commission on January 31, 2019, as amended per City Council direction on April 9, 2019 and as further amended per City Council direction via public comment from the school districts on April 9, 2019. Phase I of the permanent updates to Development Regulations would be complete and the Interim Development Regulations adopted in Ordinance O2019-481 would be repealed on the effective date of the adopted Ordinance for the permanent updates to Development Regulations.

Option 2. Adopt the Ordinance presented in Exhibit 1 of the City Council packet materials as further amended.

This option would adopt permanent updates to Development Regulations as recommended by the Planning Commission on January 31, 2019, as amended per City Council direction on April 9, 2019, as amended per City Council direction via public comment from the school districts on April 9, 2019 and as further amended by the City Council on May 7, 2019. Phase I of the permanent updates to Development Regulations would be complete and the Interim Development Regulations adopted in Ordinance O2019-481 would be repealed on the effective date of the adopted Ordinance for the permanent updates to Development Regulations.

Option 3. Deny the Ordinance presented in Exhibit 1 of the City Council packet materials.

This option would deny the permanent updates to Development Regulations in its entirety. The net result is the City would not complete phase I of the permanent updates to Development Regulations and would continue to have Interim Development Regulations adopted in Ordinance O2019-481 at least until September 14, 2019. Should City Council select this option, direction to staff will be required as will amendments to the Community Development work program to accommodate such direction.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2019-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON
RELATING TO DEVELOPMENT REGULATIONS REGARDING THE
DESIGN AND CONSTRUCTION OF SHORT PLATS AND
SUBDIVISIONS; AMENDING AND REPEALING CERTAIN SECTIONS
AND SUBSECTIONS OF SAMMAMISH MUNICIPAL CODE CHAPTERS
16.15, 21A.15, 21A.25, 21A.30, 21A.35 AND 21A.40; TERMINATING
INTERIM DEVELOPMENT REGULATIONS; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, on September 18, 2018, the City Council adopted emergency Ordinance No. O2018-468, which adopted interim development regulations regarding the design and construction of short plats and subdivisions as authorized by the Growth Management Act for a six-month period; and

WHEREAS, on November 6, 2018, after completing a public hearing pursuant to RCW 35A.070.390, the City Council adopted Ordinance No. O2018-471, which amended the interim development regulations and were to run from the effective date of Ordinance No. O2018-468 until the end of the established period (March 17, 2019); and

WHEREAS, on December 13, 2018, January 3, 2019, and January 17, 2019, the Planning Commission completed study sessions regarding the interim development regulations adopted in Ordinance O2018-468 and Ordinance No. O2018-471, and options for permanent development regulations; and

WHEREAS, on January 31, 2019, the Planning Commission held a public hearing to consider permanent development regulations; and

WHEREAS, on February 4, 2019, the City Council held a study session to receive the recommendation regarding permanent development regulations from the Planning Commission; and

WHEREAS, on March 14, 2019, the City Council adopted Ordinance O2019-481 extending the interim development regulations to September 14, 2019, and held a public hearing to consider the adoption of permanent development regulations; and

WHEREAS, the City Council held an additional study session on April 9, 2019, and on May 7, 2019 considered final action on the permanent development regulations; and

WHEREAS, on January 31, 2019, the City submitted the proposed code amendments to the Washington State Department of Commerce, in accordance with RCW 36.70A.106, and requested a 10-day expedited review, which was granted; and

WHEREAS, environmental review of the proposed code amendments was conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), including review of a complete SEPA checklist; and

WHEREAS, on February 11, 2019, a non-project SEPA threshold determination of non-significance (DNS) was issued for the proposed code amendments;

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

Section 1. Chapters 16.15, 21A.15, 21A.25, 21A.30, 21A.35 and 21A.40 SMC, Amended. Sammamish Municipal Code Chapters 16.15, Clearing and Grading; 21A.15, Technical Terms and Land Use Definitions; 21A.25, Development Standards – Density and Dimensions; 21A.30, Development Standards – Design Requirements; 21A.35, Development Standards – Landscaping and Irrigation; and 21A.40, Development Standards – Parking and Circulation, are hereby amended or repealed as set forth in Attachment A. Sections and subsections of the aforementioned Chapters not set forth in Attachment A shall remain in full force and effect as currently adopted.

Section 2. Interim Regulation Expiration. The interim development regulations adopted in City of Sammamish Ordinance No. O2018-468, amended in Ordinance No. O2018-471, and extended in Ordinance No. O2019-481 shall expire upon the effective date of this Ordinance.

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

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF MAY, 2019.

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:

ATTACHMENT A

3

**Development Code Update
Draft Code Amendments – April 2019**

**Chapter 16.15
CLEARING AND GRADING**

...

SMC 16.15.050 Clearing and grading permit required – Exceptions.

For development or clearing and grading activity located within critical areas and associated regulatory buffers as defined by SMC 21A.50, no person shall do any clearing or grading without first having obtained a clearing and grading permit. For development or clearing and grading activity located outside of critical areas and associated regulatory buffers as defined by SMC 21A.50, ~~No~~ person shall do any clearing or grading without first having obtained a clearing and grading permit except for the following:

(1) An on-site excavation or fill for basements and footings of a building, retaining wall, parking lot, or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure;

(2) Maintenance of existing driveways or private access roads within their existing road prisms; provided, that the performance and restoration requirements of this chapter are met and best management practices are utilized to protect water quality;

(3) Any grading within a publicly owned road right-of-way, ~~provided this does not include clearing or grading that expands further into a critical area or buffer;~~

(4) Clearing or grading by a public agency for the following routine maintenance activities:

(a) Roadside ditch cleaning, provided the ditch does not contain salmonids;

(b) Pavement maintenance;

(c) Normal grading of gravel shoulders;

(d) Maintenance of culverts;

(e) Maintenance of flood control or other approved surface water management facilities;

(f) Routine clearing within road right-of-way;

(5) Cemetery graves; ~~provided, that this exception does not apply except for routine maintenance if the clearing or grading is within a critical area as regulated in Chapter 21A.50 SMC;~~

~~(6) Minor stream restoration projects for fish habitat enhancement by a public agency, utility, or tribe as set out in Chapter 21A.50 SMC;~~

(76) Any clearing or grading that has been approved by the director as part of a commercial site development permit and for which a financial guarantee has been posted;

(87) The following activities are exempt from the clearing requirements of this chapter and no permit shall be required:

(a) Normal and routine maintenance of existing lawns and landscaping, including up to 50 cubic yards of top soil, mulch, or bark materials added to existing landscaped areas ~~subject to the limitations in critical areas and their buffers as set out in Chapter 21A.50 SMC;~~

~~(b) Emergency tree removal to prevent imminent danger or hazard to persons or property;~~

(be) Normal and routine horticultural activities associated with commercial orchards, nurseries, or Christmas tree farms subject to the limitations on the use of pesticides in critical areas as set out in Chapter 21A.50 SMC. This does not include clearing or grading in order to develop or expand such activities;

~~(cd) Normal and routine maintenance of existing public park properties and private and public golf courses. This does not include clearing or grading in order to develop or expand such activities in critical areas;~~

~~(e) Removal of noxious weeds from steep slope hazard areas and the buffers of streams and wetlands subject to the limitations on such removal and the use of pesticides in critical areas as set out in Chapter 21A.50 SMC;~~

(df) Pruning and limbing of vegetation for maintenance of above-ground electrical and telecommunication facilities; ~~provided, that the clearing is consistent with the electric, natural gas, cable communication and telephone utility exemption in critical areas as regulated in Chapter 21A.50 SMC;~~

(98) The cutting and removal of any coniferous tree of less than eight inches DBH or any deciduous tree of less than 12 inches DBH;

(109) The pruning, limbing, and general maintenance of trees outside of environmentally critical areas and buffers, consistent with the requirements of Chapter 21A.3537 SMC;

~~(11) The pruning, limbing, and general maintenance of trees in buffers or that are otherwise required to be retained pursuant to Chapter 21A.50 SMC;~~

(1210) An excavation that is less than two feet in depth or does not create a cut slope greater than five feet in height and steeper than one unit vertical in two units horizontal (66.7 percent slope), that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course, ~~excluding work in critical areas and their buffers;~~

~~(1311)~~ A fill less than one foot in depth and placed on natural terrain with a slope flatter than one unit vertical in five units horizontal (20 percent slope), or less than three feet in depth, not intended to support structures, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course, ~~excluding work in critical areas and their buffers~~;

~~(1412)~~ Normal routine maintenance of existing single-family drainage systems, including but not limited to excavation to replace existing pipes, catch basins and infiltration trenches, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course, ~~excluding work in critical areas and their buffers~~; and

~~(1513)~~ Installation of sanitary septic systems with King County health district approval and inspection.

...

16.15.090 Operating conditions and standards of performance.

(1) Any activity that will clear, grade, or otherwise disturb the site, whether requiring a clearing or grading permit or not, shall provide erosion and sediment control (ESC) that prevents, to the maximum extent possible, the transport of sediment from the site to drainage facilities, water resources, and adjacent properties. Erosion and sediment controls shall be applied as specified by the temporary ESC measures and performance criteria and implementation requirements in the City's erosion and sediment control standards.

(2) Cuts and fills shall conform to the following provisions unless otherwise approved by the director:

(a) Grading.

(i) Excavation. Excavation shall not exceed ten (10) feet.

(ii) Fill. Fill shall not exceed five (5) feet.

(iii) Deviations. Deviation from excavation and fill limits shall be allowed as part of the review of a Type 1, Type 2 or Type 3 permit application to accommodate instances where driveway access would exceed 15 percent slope if additional fill is not permitted; where the five-foot fill maximum generally is observed but limited additional fill is necessary to accommodate localized undulations or variations in existing topography; or where a building foundation, access grade, drainage, or other necessary component of a proposed structure or infrastructure is determined infeasible. Deviations from the excavation and fill limits shall be subject to the following limitations:

1. The proposed deviation is the minimum necessary to resolve the design conflict as demonstrated through written engineering analysis prepared by a qualified consultant and verified by the City;

2. The proposed deviation will not result in impact to the rootzone and tree protection areas required for retained significant trees under SMC 21A.37.270;
3. All excavation or fill deviations shall be located outside of required structure setbacks; and
4. All fill in excess of four feet shall be engineered.

(iv) Exceptions. The excavation and fill limitations of this subsection shall not apply to road construction, necessary underground infrastructure, and structures that do not change the surface elevation (e.g. vaults, utility trenches, foundations, basements, etc.).

(b) Permit Approval. On sites where development is proposed or anticipated, land clearing shall not take place until a construction permit is approved, addressing all land use requirements and presenting final engineering design consistent with applicable development standards and adopted Public Works Standards.

(ac) Slope. No slope of cut and fill surfaces shall be steeper than is safe for the intended use and shall not exceed two horizontal to one vertical, unless otherwise approved by the director.

(bd) Erosion Control. All disturbed areas including faces of cuts and fill slopes shall be prepared and maintained to control erosion in compliance with subsection (1) of this section.

(ce) Preparation of Ground. The ground surface shall be prepared to receive fill by removing unsuitable material such as concrete slabs, tree stumps, brush, and car bodies.

(df) Fill Material. Except in an approved sanitary landfill, only earth materials that have no rock or similar irreducible material with a maximum dimension greater than 18 inches shall be used.

(eg) Drainage. Provisions shall be made to:

- (i) Prevent any surface water or seepage from damaging the cut face of any excavations or the sloping face of a fill;
- (ii) Carry any surface waters that are or might be concentrated as a result of a fill or excavation to a natural watercourse, or by other means approved by the City engineer.

(h) Bench/Terrace. Benches, if required, at least 10 feet in width shall be back-sloped and shall be established at not more than 25 feet vertical intervals to control surface drainage and debris. Swales or ditches on benches shall have a maximum gradient of five percent.

(gii) Access Roads – Maintenance. Access roads to grading sites shall be maintained and located to the satisfaction of the City engineer to minimize problems of dust, mud, and traffic circulation.

(hj) Access Roads – Gate. Access roads to grading sites shall be controlled by a gate when required by the director.

(ik) Warning Signs. Signs warning of hazardous conditions, if such exist, shall be affixed at locations as required by the director.

(jl) Fencing. Fencing, where required by the director, to protect life, limb, and property, shall be installed with lockable gates that must be closed and locked when not working the site. The fence must be no less than five feet in height and the fence material shall have no horizontal opening larger than two inches.

(km) Setbacks. The tops and the toes of cut and fill slopes shall be set back from property boundaries as far as necessary for safety of the adjacent properties and to prevent damage resulting from water runoff or erosion of the slopes.

The tops and the toes of cut and fill slopes shall be set back from structures as far as is necessary for adequacy of foundation support and to prevent damage as a result of water runoff or erosion of the slopes.

Slopes and setbacks shall be determined by the director.

(ln) Excavations to Water-Producing Depth. All excavations must either be made to a water-producing depth or grade to permit natural drainage. The excavations made to a water-producing depth shall be reclaimed in the following manner:

(i) The depth of the excavations must not be less than two feet measured below the low water mark.

(ii) All banks shall be sloped to the water line no steeper than three feet horizontal to one foot vertical.

(iii) All banks shall be sloped from the low-water line into the pond or lake with a minimum slope of three feet horizontal to one foot vertical to a distance of at least 25 feet.

(iv) In no event shall the term “water-producing depth” as herein used be construed to allow stagnant or standing water to collect or remain in the excavation.

(v) The intent of this provision is to allow reclamation of the land that will result in the establishment of a lake of sufficient area and depth of water to be useful for residential or recreational purposes.

(~~no~~) Hours of Operation. Hours of operation, unless otherwise authorized by the director, shall be between 7:00 a.m. and 7:00 p.m.

...

**Chapter 21A.15
TECHNICAL TERMS AND LAND USE DEFINITIONS**

...

21A.15.350 Dwelling unit, attached accessory.

“Dwelling unit, attached accessory” means a separate, complete dwelling unit attached to or contained within the structure of the primary dwelling, ~~or contained within a separate structure that is accessory to the primary dwelling unit on the premises.~~

21A.15.351 Dwelling unit, detached accessory.

“Dwelling unit, detached accessory” means a separate, complete dwelling unit contained within a separate structure that is accessory to the primary dwelling unit on the premises.

...

21A.15.428 Existing grade.

“Existing grade” means the existing elevation of land prior to any cuts and fills or other disturbances, which may, at the discretion of the Director, be determined by a topographic survey or soil sampling.

...

21A.15.7267 Lot coverage.

“Lot coverage” is the amount of a lot that a building footprint may cover. Lot coverage is expressed as a percent of the total lot area that a building or buildings may cover; for example, a 45 percent lot coverage standard indicates that 45 percent of the area of a lot may be covered by a building or combination of buildings.

...

21A.15.726.1 Lot Line, front yard.

“Lot Line, front yard” means the property boundary or property line abutting a street right-of-way. For property that does not abut a street right-of-way and abuts an access easement or private street the front yard is that property boundary or property line from which the lot gains primary access.

...

21A.15.727 Lot line, rear yard.

“Lot line, rear yard” means the property boundary or property line opposite the front yard lot line. Provided, lots with more than one front yard, or triangular shaped lots with three sides, shall have no rear yard lot line.

...

21A.15.728 Lot line, side yard.

“Lot line, side yard” means the property boundary or property line that delineate the property boundaries along the side portion of the property.

...

21A.15.1070 Setback.

“Setback” means the minimum required distance between a structure or a building and a specified line such as a property line, lot line, access easement line, or buffer line that is required to remain free of structures or buildings.

...

21A.15.1071 Setback, structure.

“Setback, structure” means the minimum required distance between a structure and a specified line such as a property line, lot line, access easement line, or buffer line that is required to remain free of structures or buildings.

...

21A.15.1072 Setback, single detached dwelling unit.

“Setback, single detached dwelling unit” means the minimum required distance between a single detached dwelling unit and a specified line such as a property line, lot line, access easement line, or buffer line that is required to remain free of structures.

...

21A.15.1073 Setback, detached accessory dwelling unit.

“Setback, detached accessory dwelling unit” means the minimum required distance between a detached accessory dwelling unit and a specified line such as a property

line, lot line, access easement line, or buffer line that is required to remain free of structures.

...

**Chapter 21A.25
DEVELOPMENT STANDARDS – DENSITY AND DIMENSIONS**

...

21A.25.030 Densities and dimensions – Residential zones.

A. Residential Zones.

Z O N E S	RESIDENTIAL					
	URBAN RESIDENTIAL					
STANDARDS	R-1⁽¹³⁾	R-4	R-6	R-8	R-12	R-18
Maximum Density DU/Acre (11)	1 du/ac	4 du/ac (5)	6 du/ac	8 du/ac	12 du/ac	18 du/ac
Minimum Density (2)				85% (14)	80% (14)	75% (14)
Minimum Lot Width	35 ft (76)	30 ft (6)	30 ft (6)	30 ft	30 ft	30 ft
<u>Minimum Front Yard Structure Setback (7)(22)</u>	<u>20 ft</u> <u>(25)</u>	<u>15 ft</u> <u>(16)(25)</u>	<u>15 ft</u> <u>(16)(25)</u>	<u>10 ft</u>	<u>10 ft</u>	<u>10 ft</u>
<u>Minimum Rear Yard Structure Setback</u>	<u>10 ft</u>	<u>10 ft</u>	<u>10 ft</u>	<u>10 ft</u>	<u>5 ft</u>	<u>5 ft</u>

Z O N E S	RESIDENTIAL					
	URBAN RESIDENTIAL					
STANDARDS	R-1 ⁽¹³⁾	R-4	R-6	R-8	R-12	R-18
<u>(8)(21)(22)</u>						
<u>Minimum Side Yard Structure Setback (2)(8)(12)(21)(22)</u>	<u>10 ft</u>	<u>10 ft</u>	<u>10 ft</u>	<u>10 ft</u>	<u>5 ft</u>	<u>5 ft</u>
<u>Minimum Front Yard Single Detached Dwelling Setback (7)(12)</u>	<u>20 ft</u> <u>(6)(25)</u>	<u>15 ft</u> <u>(6)(16)(23)</u> <u>(25)</u>	<u>15 ft</u> <u>(6)(16)</u> <u>(24)(25)</u>	<u>10 ft</u>	<u>10 ft</u>	<u>10 ft</u>
<u>Minimum Side Yard Single Detached Dwelling Setback (2)(8)(12)(21)</u>	<u>25 ft</u>	<u>5 ft</u> <u>(23)</u>	<u>5 ft</u> <u>(24)</u>	<u>5 ft</u> <u>(26)</u>	<u>5 ft</u>	<u>5 ft</u>
<u>Minimum Rear Yard Single Detached Dwelling Setback (8)(21)</u>	<u>30 ft</u>	<u>12 ft</u> <u>(23)</u>	<u>12 ft</u> <u>(24)</u>	<u>20 ft</u>	<u>20 ft</u>	<u>20 ft</u>
<u>Minimum Side Yard Detached Accessory Dwelling Setback (17)(27)</u>	<u>5 ft</u>	<u>5ft</u>	<u>5 ft</u>	<u>5 ft</u>	<u>5 ft</u>	<u>5 ft</u>
<u>Minimum Rear Yard Detached Accessory Dwelling Setback (17)(27)</u>	<u>5 ft</u>	<u>5 ft</u>	<u>5 ft</u>	<u>5 ft</u>	<u>5 ft</u>	<u>5 ft</u>
<u>Maximum Structure Base Height</u>	<u>35 ft</u> <u>(20)</u>	<u>35 ft</u> <u>(20)</u>	<u>35 ft</u> <u>45 ft</u> <u>(1020)</u>	<u>35 ft</u> <u>45 ft</u> <u>(1020)</u>	<u>60 ft</u>	<u>60 ft</u> <u>80 ft</u> <u>(10)</u>

Z O N E S	RESIDENTIAL					
	URBAN RESIDENTIAL					
STANDARDS	R-1⁽¹³⁾	R-4	R-6	R-8	R-12	R-18
(3)(15)(29)						
Maximum Detached Accessory Dwelling Structure Height (28)	18 ft	18 ft	18 ft	18 ft	18 ft	18 ft
Maximum Impervious Surface: Percentage (4) (30)	30% (9)			75%	85%	85%
Minimum Yard Area (18) (30)		45%	35%			
Maximum Lot Coverage (19) (30)		40%	50%			

B. Development Conditions.

1. Also see SMC 21A.25.060.
2. These standards may be modified under the provisions for zero lot line and townhouse developments.
3. ~~Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit, provided the maximum height may not exceed 75 feet.~~ Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the structure height requirements; provided, that the maximum height shall not exceed 75 feet.

4. Applies to each individual lot. Impervious surface area standards for:
 - a. Regional uses shall be established at the time of permit review;
 - b. Nonresidential uses in residential zones shall comply with SMC 21A.25.130;
 - c. Lot may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit.

5. Mobile home parks shall be allowed a base density of six dwelling units per acre.

6. ~~The standards of the R-4 zone shall apply if a lot is less than 15,000 square feet in area. All lots located within the R-1, R-4, and R-6 zoning districts created under Title 19A SMC must abut a public or private street and shall be orientated so that the average street frontage or average front yard width of each lot created equals the minimum lot width requirements pursuant to SMC 21A.25.030(A) with no individual lot having a street frontage or front yard abutting the street of less than 20 ft.~~

7. At least 20 linear feet of driveway shall be provided between any garage, carport or other fenced parking area and the street property line. The linear distance shall be measured along the center line of the driveway from the access point to such garage, carport or fenced area to the street property line.

8. ~~For townhouse and apartment development, the setback shall be a minimum of 20 feet along any property line abutting R-1 through R-8. a. For developments consisting of three or more single detached dwellings located on a single parcel, the setback shall be 10 feet along any property line abutting R-1 through R-8, except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet.~~
 - b. ~~For townhouse and apartment development, the setback shall be 20 feet along any property line abutting R-1 through R-8, except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet, unless the townhouse or apartment development is adjacent to property upon which an existing townhouse or apartment development is located.~~

9. Lots smaller than one-half acre in area shall comply with standards of the nearest comparable R-4 through R-8 zone. For lots that are one-half acre in area or larger, the impervious surface area allowed shall be 10,000 square feet or 30 percent of the property, whichever is greater. On any lot over one acre in area, an additional five percent of the lot area may be used for buildings related to agricultural or forestry practices. For lots smaller than two acres but larger than one-half acre, an additional 10 percent of the lot area may be used for structures which are determined to be medically necessary, provided the applicant submits with the permit application a notarized affidavit, conforming with the requirements of SMC 21A.70.170(1)(b).

Public projects shall be subject to the applicable impervious surface provisions of the R-4 zone.

10. ~~The base height to be used only for projects as follows:~~

~~a. In R-6 and R-8 zones, a building with a footprint built on slopes exceeding a 15 percent finished grade; and~~

~~b. In the R-18 zone using residential density incentives and transfer of density credits pursuant to this title. The 80-foot maximum structure height is to be used only for projects in the R-18 zone using residential density incentives and transfer of density credits pursuant to this title.~~

11. Density applies only to dwelling units and not to sleeping units.

12. Vehicle access points from garages, carports or fenced parking areas shall be set back from the property line on which a joint use driveway is located to provide a straight line length of at least 2630 feet as measured from the center line of the garage, carport or fenced parking area, from the access point to the opposite side of the joint use driveway.

13. All subdivisions and short subdivisions in the R-1 zone shall be required to be clustered away from critical areas or the axis of designated corridors such as urban separators or the wildlife habitat network to the extent possible and a permanent open space tract that includes at least 50 percent of the site shall be created. Open space tracts shall meet the provisions of SMC 21A.30.030.

14. See SMC 21A.25.090.

15. Subject to the increase in maximum structure height permitted pursuant to Chapter 21A.85 SMC, low impact development incentives, and SMC 21A.30.020.

16. Thirty percent of the area contained within the front yard setback shall be landscaped. This part of the front yard setback area may be used to comply with the minimum yard area percentage.

~~17. When constructed in accordance with SMC 21A.20.030(5). Lots with three or more interior lot lines shall provide a combination of five-foot, seven-foot, and 15-foot interior setbacks. Lots with two interior lot lines shall provide a combination of two interior setback widths. For example, a lot with two interior lot lines could provide a five-foot and a seven-foot interior setback from interior lot lines.~~

18. For the purposes of this section, "yard" is any surface area that is not structured or hardened. Yard areas may be landscaped, contain uncovered decks of less than

18 inches above grade, and artificial turf, but do not include areas covered by pervious concrete or other similar materials.

19. The maximum lot coverage may be increased by five percentile points once, if a covered outdoor living space or an accessory dwelling unit is built on site. For the purposes of this section, a covered outdoor living space includes any structure with a roof that is not fully enclosed by walls.

20. For new single-family residential homes and additions in Single-Family Land Use Districts, the maximum height of any individual building façade is 40 feet. Facades taller than 40 feet may be permitted when architectural modulation is provided that includes:

a. — An upper story balcony, porch, deck, exterior stairway, or other functional architectural feature; and

b. — A floor line projection (e.g. skirt roof), roof ledger, window fenestrations, pillars, columns, or similar architectural design features (such as bay windows, window seats, or awnings) to provide articulation and reduce massing effects.

21. Reduction of minimum rear yard and/or side yard setbacks shall be granted when bundled and submitted with a Type I permit application and when agreement with the adjoining property owner(s) of a parcel under separate ownership has been reached resulting in an executed agreement that includes an approved site plan consenting to a reduction of setback. The agreement shall provide that it runs with the land and must be recorded with King County Records prior to permit issuance. The agreement shall reference the parcel number and legal description of all affected properties and conform to a format specified by the Director. Provided, no side or rear setback may be reduced to less than five feet. Further provided that setback reductions granted under this part shall not cause for a violation or non-conformance with existing site restrictions (e.g. easements) or adopted Construction Codes, Chapter 16.05. The setback reduction granted under this part shall not be available for or applicable to lots created through the subdivision process that remain vested under RCW 58.17.170.

22. Applies to all structures and buildings unless modified for Primary Single Detached Dwelling Units or Detached Accessory Dwelling Units.

23. R-4 Setbacks for Primary Single Detached Dwelling Units are dynamic. The minimum dimension listed in the table is modified as follows in response to home size:

a. For single family homes less than 2,500 SF

Front Setback - Not less than 15 ft (20 ft minimum for garages)

Side Setback — Not less than 5 ft

Rear Setback - An average of 15 ft but at no point less than 12 ft

b. For single family homes between 2,500 SF and 4,000 SF

Front Setback - Not less than 20 ft

Side Setback - An average of 10 ft but at no point less than 8 ft

Rear Setback - An average of 20 ft but at no point less than 15 ft

c. For single family homes greater than 4,000 SF

Front Setback - Not less than 25 ft

Side Setback - An average of 12 ft but at no point less than 10 ft

Rear Setback - An average of 25 ft but at no point less than 20 ft

24. R-6 Setbacks for Primary Single Detached Dwelling Units are dynamic. The minimum dimension listed in the table is modified as follows in response to home size:

a. For single family homes less than 2,500 SF

Front Setback - Not less than 15 ft (20 ft minimum for garages)

Side Setback — Not less than 5 ft

Rear Setback - An average of 15 ft but at no point less than 12 ft

b. For single family homes between 2,500 SF and 4,000 SF

Front Setback - Not less than 15 ft (20 ft minimum for garages)

Side Setback - An average of 10 ft but at no point less than 8 ft

Rear Setback - An average of 20 ft but at no point less than 15 ft

c. For single family homes greater than 4,000 SF

Front Setback - Not less than 20 ft

Side Setback - An average of 12 ft but at no point less than 10 ft

Rear Setback - An average of 25 ft but at no point less than 20 ft

25. The front yard setback along any Arterial Streets shall be 30 feet.

26. Side yard setbacks shall be a minimum of 10 feet when the abutting property is zoned R-1, R-4, or R-6.

27. Only applies to stand alone detached accessory dwelling units. Does not apply to detached accessory dwelling units that are combined with other structures or improvements such as pool houses, outdoor kitchens, detached garages, covered patios, etc. Standard minimum structure setbacks apply to detached accessory dwelling units that are combined with other structures and improvements.

28. Does not apply to Detached Accessory Dwelling Units that conform to Minimum Structure Setbacks.

29. For school and government uses, structure height may exceed the maximum structure height by one foot for every one foot the front, side, and rear yard setbacks are increased above the minimum setbacks; provided, however, the maximum structure height may not exceed 75 feet.

30. For school and government uses, maximum impervious surface limitations, minimum yard area requirements, and maximum lot coverage restrictions may be increased as part of the review of a Type 1, Type 2, or Type 3 permit application to accommodate instances where they render a necessary component of a project infeasible. Deviation from the maximum impervious surface limitations, minimum yard area requirements, and maximum lot coverage restrictions shall be granted if the following are satisfied 1) The proposed increase is the minimum necessary to resolve the design conflict as demonstrated through written engineering analysis prepared by a qualified consultant and verified by the City; 2) The proposed increase, will not result in impact to the rootzone and tree protection areas required for retained significant trees under SMC 21A.37.270; and 3) The project is compliant with applicable stormwater regulations.

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21A.25.040 Densities and dimensions – Commercial zones.

A. Commercial Zones.

	Z O N E S	COMMERCIAL		
		NEIGHBORHOOD BUSINESS	COMMUNITY BUSINESS	OFFICE
STANDARDS		NB	CB	O
Maximum Density DU/Acre		8 du/ac (1)	18 du/ac (1)	18 du/ac (1)
Minimum Lot Area				
Maximum Lot Depth/Width Ratio			10 ft	10 ft
<u>Minimum Rear Yard Setback (4)</u>		<u>20 ft</u> (5)	<u>20 ft</u> (5)	<u>20 ft</u> (5)
<u>Minimum Front Yard Setback</u>		<u>10 ft</u> (2)	<u>10 ft</u> (2)	<u>10 ft</u>

Z O N E S	COMMERCIAL		
	NEIGHBORHOOD BUSINESS	COMMUNITY BUSINESS	OFFICE
STANDARDS	NB	CB	O
Minimum Street Setback	10 ft (2)	10 ft (2)	10 ft
Minimum Interior Setback (4)	20 ft (5)	20 ft (5)	20 ft (5)
Minimum Side Yard Setback (4)	20 ft (5)	20 ft (5)	20 ft (5)
Base Maximum Structure Height (7)	35 ft 45 ft (3)	35 ft 60 ft (3)	45 ft 60 ft (3)
Maximum Floor/Lot Ratio: Square Feet	1/1 (6)	1.5/1 (6)	2.5/1 (6)
Maximum Impervious Surface: Percentage (8)(9)	85%	85%	75%

B. Development Conditions.

1. These densities are allowed only through the application of mixed use development standards and for stand-alone townhouse development in the NB zone on property designated commercial outside of center in the urban area.
2. Gas station pump islands shall be placed no closer than 25 feet to street front lines.
3. This ~~base maximum structure~~ height allowed only for mixed use developments and for stand-alone townhouse development in the NB zone on property designated commercial outside of center in the urban area.
4. Required on property lines adjoining residential zones.
5. Required on property lines adjoining residential zones for industrial uses established by conditional use permits.
6. The floor/lot ratio for mixed use developments shall conform to Chapter 21A.30 SMC.
7. Height limits may be increased when portions of the structure or building which exceed the ~~basemaximum structure~~ height limit provide one additional foot of ~~street and interior set backfront, rear, and side yard setback~~ for each foot above the

~~base~~maximum structure height limit, provided the maximum height may exceed 75 feet only in mixed use developments. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from ~~the this~~ additional ~~interior~~ setback requirement; provided, that the maximum height shall not exceed 75 feet.

8. The impervious surface area for any lot may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit.

9. Subject to the increase in maximum height permitted pursuant to SMC 21A.30.020, preferred low impact development incentives.

...

21A.25.050 Measurement methods.

The following provisions shall be used to determine compliance with this title:

(1) ~~Street setbacks~~ Front yard setbacks shall be measured from the property line or lot line of an existing edge of a street right-of-way or temporary turnaround, except as provided by SMC [21A.25.170](#);

(2) Lot widths shall be measured by scaling a circle of the applicable diameter within the boundaries of the lot; provided, that an access easement shall not be included within the circle;

(3) Building Structure height shall be measured from the average ~~finished existing~~ grade of land prior to any cuts and fills or other disturbances associated with the proposed project to the highest point of the structure or roof. The average ~~finished existing~~ grade shall be determined by first delineating the smallest square or rectangle that can enclose the structure or building and then averaging the existing grade elevations taken at the midpoint of each side of the square or rectangle; ~~provided, that the measured elevations do not include berms.~~

(4) Lot area shall be the total horizontal land area contained within the boundaries of a lot; and

(5) Impervious surface calculations shall not include areas of turf, landscaping, natural vegetation, surface water flow control, or water quality treatment facilities.

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21A.25.070 Calculations – Allowable dwelling units, lots or floor area, lot coverage.

Permitted number of units, or lots or floor area shall be determined as follows:

(1) The allowed number of dwelling units or lots (base density) shall be computed by multiplying the site area specified in SMC [21A.25.080](#) by the applicable residential base density number;

(2) The maximum density (unit or lot) limits shall be computed by adding the bonus or transfer units authorized by Chapter ~~[21A.75](#)~~ or [21A.80](#) SMC to the base units computed under subsection (1) of this section;

(3) The allowed floor area, which excludes structured or underground parking areas and areas housing mechanical equipment, shall be computed by applying the floor-to-lot area ratio to the project site area specified in SMC [21A.25.080](#); and

(4) The allowed lot coverage shall be computed by dividing the total building footprint area by the total lot area. The total building footprint area is computed by adding the horizontal land area covered by a building or combination of buildings on the subject lot. The total building footprint does not include building eaves of up to 18 inches; for eaves and overhangs greater than 18 inches, that portion of the eaves and overhangs that extends beyond 18 inches shall count toward the building footprint.

(5) When calculations other than density calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:

(a) Fractions of 0.5~~10~~ or above shall be rounded up; ~~and~~

(b) Fractions ~~below of~~ 0.50 ~~or below~~ shall be rounded down; ~~and~~

(c) For the purpose of the application of this part, rounding is based on a fraction that is truncated to two numbers past the decimal point. For example, 2.50823 is truncated to 2.50.

(6) When density calculations result in a fraction:

(a) For multi-family and attached dwelling projects located in the R-8, R-12, R-18, NB, CB, or O zones with density calculations resulting in a fraction, the fraction shall be rounded to the nearest whole number as follows:

i. Fractions of 0.51 or above shall be rounded up; and

ii. Fractions of 0.50 or below shall be rounded down.

(b) Subdivisions. For subdivision proposals with density calculations resulting in 10 or more whole units of density before rounding fractions, the fraction may be rounded to the nearest whole number when the fraction is equal to or greater than .51. The extra unit achieved by rounding up must be used for a duplex meeting the requirements of SMC 21A.20.030(B)(17). For example, a subdivision proposal with a density calculation resulting in 10.51 would yield ten single family detached

residential units, or nine single family detached residential units and one duplex of two units for a total of eleven units. Nothing in this subsection restricts or limits the application of the density bonus provisions found in other sections of the code.

(c) Short Subdivisions. For subdivision proposals with density calculations resulting in 9 or fewer whole units of density before rounding fractions, the fraction may be rounded to the nearest whole number when the fraction is equal to or greater than .71 and when the extra unit achieved is by rounding up must be used for a duplex meeting the requirements of SMC 21A.20.030(B)(17). For example, a subdivision proposal with a density calculation resulting in 4.71 would yield four single family detached residential units, or three single family detached residential units and one duplex of two units for a total of five units. Nothing in this subsection restricts or limits the application of the density bonus provisions found in other sections of the code.

(d) For subdivision proposals with density calculations resulting in fractions and where the project design utilizes townhomes or duplexes for at least 25% of the total project units, the fraction shall be rounded to the nearest whole number as follows:

i. Fractions of 0.21 or above shall be rounded up; and

ii. Fractions of 0.20 or below shall be rounded down.

(e) For the purpose of the application of this part, rounding is based on a fraction that is truncated to two numbers past the decimal point. For example, 2.50823 is truncated to 2.50.

...

21A.25.100 Administrative adjustment of setbacks.

~~The purpose and intent of administrative adjustment of setbacks is to provide the flexibility to modify setbacks in all zoning districts at the administrative level. Administrative adjustment of setbacks may modify setbacks established in this chapter; provided, that such modification shall not affect setbacks or other requirements established elsewhere in this title. Approval shall be based on a determination that the adjustment is consistent with the purpose and intent of this title.~~

~~(1) Process. Requests for administrative adjustment of setbacks shall be reviewed and approved concurrent with the related development application. The director may approve or recommend approval to the hearing examiner on an administrative adjustment of standards based upon the factors listed in subsection (3) of this section and as provided in subsection (4) of this section.~~

~~(2) Review. The applicant shall have the burden of demonstrating that the administrative adjustment of setbacks is warranted, that the adjustment is consistent with the purpose~~

~~and intent of this title, and shall provide such documentation to support the request as may be required by the director.~~

~~(3) Criteria. In issuing an administrative adjustment of setbacks approval or recommendation, the director shall consider the following:~~

~~(a) Any site-specific characteristics or constraints affecting the subject property that may warrant the adjustment;~~

~~(b) The consistency of the requested adjustment with other regulatory requirements governing the development application;~~

~~(c) The consistency of the requested adjustment with the policy direction provided by the Sammamish Comprehensive Plan or other adopted policy documents;~~

~~(d) Whether the adjustment of setbacks is compatible in scale and character with existing neighboring land uses;~~

~~(e) Whether the adjustment of setbacks is consistent with the intent and character of the zoning district involved;~~

~~(f) Impacts upon:~~

~~(i) Adjacent Property Owner(s). The adjustment of setbacks shall not negatively impact the adjacent property owners through incompatible height, bulk, design, color or other features;~~

~~(ii) Environmentally Critical Areas. The adjustment shall be consistent with the purpose and intent of the environmentally critical area regulations, and shall not negatively impact environmentally critical areas;~~

~~(iii) Public Services. The adjustment of setbacks shall not negatively impact public services, including emergency access, access to right-of-way, dedicated tracts, or easements;~~

~~(g) The required impervious surface area for the property shall not be exceeded;~~

~~(h) Whether the adjustment allows for the placement of a building to be made on the lot to allow for the retention of an existing significant tree or trees. Significant trees retained through this provision shall be considered protected trees and shall not be removed without replacement;~~

~~(i) The reductions shall accomplish one or more of the following goals:~~

~~(i) Allows buildings to be sited in a manner which maximizes solar access;~~

~~(ii) Allows zero lot line, semidetached (common wall construction) or other types of cluster development when allowed and in conformance with the provisions of this code;~~

~~(iii) Coordinates development with adjacent land uses and the physical features of the site;~~

~~(iv) Allows the development proposal to comply with later adopted setback provisions;
or~~

~~(v) Allows development consistent with the scale and character of the existing neighborhood.~~

~~(4) Adjustment of Setbacks.~~

~~(a) Residential and commercial street setbacks established pursuant to this chapter may be reduced by up to 30 percent;~~

~~(b) Residential interior setbacks may be reduced to a minimum of five feet (where not otherwise authorized); eaves and projections may extend 18 inches into setbacks; provided, that projections may not exceed a width of 10 feet and are limited to two per facade.~~

~~...~~

21A.25.120 Measurement of setbacks.

~~(1) Interior Setback. The interior setback is measured from the interior lot line to a line parallel to and measured perpendicularly from the interior lot lines at the depth prescribed for each zone.~~

~~(2) Street Setback. The street setback is measured from the street right-of-way or the edge of a surface improvement which extends beyond a right-of-way, whichever is closer to the proposed structure, to a line parallel to and measured perpendicularly from the street right-of-way or the edge of the surface improvement at the depth prescribed for each zone.~~

~~(1) Side Yard Setback. The side yard setback is the setback between a structure and any lot line to which neither the street nor rear yard setback applies. The side yard setback is measured from a side yard lot line to a line parallel to and measured perpendicularly from the side yard lot line at the depth prescribed for each zone. Four-sided corner lots abutting streets on two sides shall have two side setbacks and no rear setback.~~

~~(2) Front Yard Setback. The front yard setback is measured between a structure and the front yard lot line. The front yard setback is measured from a front yard lot line to a line parallel to (offset to) and measured perpendicularly from the front yard lot line at the~~

depth prescribed for each zone. In lots adjoining two or more front yards, including corner lots, the minimum front yard setback shall apply to all such front yards~~street frontages~~.

(3) Rear Yard Setback. The rear yard setback is the setback measurement between a structure and the rear yard lot line. Four-sided lots adjoining more than one street shall have no rear yard setback. In triangular lots with one street frontage, the rear setback shall be measured from the shorter of the lot lines not adjoining the street.

...

21A.25.140 Setbacks – Livestock buildings and manure storage areas.

(1) The minimum ~~interior~~ setback for any building used to house, confine or feed swine shall be 90 feet. If a greater dimension is specified within this code the greater dimension shall apply.

(2) The minimum ~~interior~~ setback for any building used to house, confine or feed any other livestock shall be 25 feet. If a greater dimension is specified within this code the greater dimension shall apply.

(3) The minimum ~~interior~~ setback for any manure storage area shall be 35 feet. If a greater dimension is specified within this code the greater dimension shall apply.

...

21A.25.150 Setbacks – Modifications

The following setback modifications are permitted:

(1) When the common property line of two lots is covered by a building(s), the setbacks required by this chapter shall not apply along the common property line; and

(2) When a lot is located between lots having nonconforming ~~front yard street~~ setbacks, the required ~~front yard street~~ setback for such lot may be the average of the two nonconforming setbacks or 60 percent of the required ~~front yard street~~ setback, whichever results in the greater ~~front yard street~~ setback.

...

21A.25.190 Setbacks – Projections and structures allowed.

Provided, that the required setbacks from regional utility corridors of SMC [21A.25.160](#), as allowed in the environmentally critical areas of SMC [21A.50.210](#), the adjoining half-street or designated arterial setbacks of SMC [21A.25.180](#) and the sight distance requirements of SMC [21A.25.220](#) are maintained, structures may extend into or be located in required setbacks, as follows:

(1) Fireplace structures, bay or garden windows, enclosed stair landings, closets, or similar structures may project 30 inches into a [rear yard or front yardstreet](#) setback and 18 inches into ~~an interior~~-a side yard setback, provided such projections are:

(a) Limited to two per facade; and

(b) Not wider than 10 feet;

(2) Uncovered porches and decks that exceed 18 inches above the finished grade may project five feet into the [front yardstreet](#) setback;

(3) Uncovered porches and decks not exceeding 18 inches above the finished grade may project to the street property line;

(4) Eaves may not project more than:

(a) Twenty-four inches into a [street-rear yard or front yard](#) setback; or

(b) Eighteen inches across a lot line in a zero lot line development, provided there are appropriate easements, and that any neighboring building and its associated eaves are 10 feet from the lot line; or

(c) Eighteen inches into ~~an interior~~-a [side yard](#) setback;

(5) Fences [in accord with SMC 21A.30.190\(1\)](#)~~with a height of six feet or less may project into or be located in any setback;~~

(6) Rockeries, retaining walls and curbs may project into or be located in any setback provided these structures:

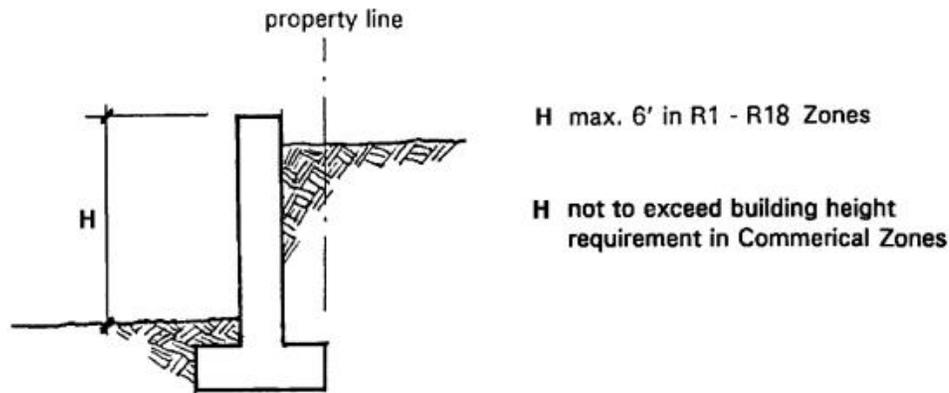
(a) Do not exceed a height of six feet in the R-1 through R-18 zones;

(b) Do not exceed the building height for the zone in commercial zones, measured in accordance with the standards established in the International Building Code, SMC Title [16](#); and

- (c) Are in accordance with the requirements in Chapter [21A.50](#) SMC, Environmentally Critical Areas;
- (7) Fences located on top of rockeries, retaining walls or berms are subject to the requirements of SMC [21A.30.190](#);
- (8) Telephone poles and lines; power poles and lines; cable TV and Internet lines; light and flagpoles; trellises not exceeding eight feet in height, not wider than 10 feet; culverts; underground water facilities; underground sewer facilities; and accessory facilities for the provision of utilities, such as drains, but excluding electrical and cellular equipment cabinets, and similar utility boxes and vaults;
- (9) The following may project into or be located within a setback, but may only project into or be located within ~~an interior a rear yard or side yard~~ setback area if an agreement documenting consent between the owners of record of the abutting properties is recorded with the King County department of records and elections prior to the installment or construction of the structure:
- (a) Sprinkler systems, heat pumps, air conditioning units, electrical and cellular equipment cabinets and other similar utility boxes and vaults;
 - (b) Security system access controls;
 - (c) Structures, except for buildings, associated with trails and on-site recreation spaces and play areas required in SMC [21A.30.140](#) and [21A.30.160](#) such as benches, picnic tables and drinking fountains; and
 - (d) Surface water management facilities as required by Chapter 9.04 KCC as adopted by SMC Title [13](#);
- (10) Mailboxes and newspaper boxes may project into or be located within ~~street setbacks~~[front yard setbacks](#);
- (11) Fire hydrants and associated appendages;
- (12) Metro bus shelters may be located within ~~street setbacks~~[front yard setbacks](#);
- (13) Unless otherwise allowed in SMC [21A.45.060](#)(1), freestanding and monument signs four feet or less in height, with a maximum sign area of 20 square feet, may project into or be located within ~~street setbacks~~[front yard setbacks](#); and
- (14) Storm water vaults, structures, and conveyance systems, both above and below ground, provided such projections are:
- (a) Consistent with setback, easement and access requirements specified in the current Surface Water Design Manual; or

(b) In the absence of said specifications, not within 10 feet of the property line for storm water vaults and structures, and not within five feet of the property line for conveyance systems.

RETAINING WALL IN SETBACK



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**Chapter 21A.30
DEVELOPMENT STANDARDS – DESIGN REQUIREMENTS**

...

21A.30.020 Lot segregations – Zero lot line development.

In any R zone or in the NB zone on property designated commercial outside of center in the urban area, interior rear yard and side yard setbacks may be modified during subdivision or short subdivision review as follows:

(1) If a building is proposed to be located within a normally required interior-rear yard or side yard setback in the NB zone:

(a) An easement shall be provided on the abutting lot of the subdivision that is wide enough to ensure a 10-foot separation between the walls of structures on adjoining lots, except as provided for common wall construction;

(b) The easement area shall be free of permanent structures and other obstructions that would prevent normal repair and maintenance of the structure's exterior;

(c) Buildings utilizing reduced setbacks shall not have doors that open directly onto the private yard areas of abutting property. Windows in such buildings shall not be oriented toward such private yard areas unless they consist of materials such as glass block, textured glass, or other opaque materials, and shall not be capable of being opened, except for clerestory-style windows or skylights; and

(d) The final plat or short plat shall show the approximate location of buildings proposed to be placed in a standard setback area.

(2) If a building is proposed to be located within a normally required ~~interior rear yard or side yard~~ setback in an R zone:

(a) The residential development must qualify for the attached housing incentive provided in SMC [21A.85.040](#);

(b) An easement shall be provided on the abutting lot of the subdivision that is wide enough to ensure a 10-foot separation between the walls of structures on adjoining lots, except as provided for common wall construction;

(c) The easement area shall be free of permanent structures and other obstructions that would prevent normal repair and maintenance of the structure's exterior;

(d) Buildings utilizing reduced setbacks shall not have doors that open directly onto the private yard areas of abutting property. Windows in such buildings shall not be oriented toward such private yard areas unless they consist of materials such as glass block, textured glass, or other opaque materials, and shall not be capable of being opened, except for clerestory-style windows or skylights; and

(e) The final plat or short plat shall show the approximate location of buildings proposed to be placed in a standard setback area.

...

21A.30.190 Fences.

Fences are permitted as follows:

~~(1) Fences exceeding a height of six feet shall comply with the applicable street and interior setbacks of the zone in which the property is located, except: fences located on a rockery, retaining wall, or berm within a required setback area are permitted subject to the following requirements:~~

~~(a) In R-1 through R-18 zones:~~

~~(i) The total height of the fence and the rockery, retaining wall or berm upon which the fence is located shall not exceed a height of 10 feet. This height shall be measured from the top of the fence to the ground on the low side of the rockery, retaining wall or berm; and~~

~~(ii) The total height of the fence itself, measured from the top of the fence to the top of the rockery, retaining wall or berm, shall not exceed six feet.~~

~~(b) In the R-18 and commercial zones, the height of the fence, measured from the top of the fence to the top of the rockery, retaining wall or berm, shall not exceed six feet.~~

~~(c) Any portion of the fence above a height of eight feet, measured to include both the fence and the rockery, retaining wall, or berm (as described in subsection (1)(a)(i) of this section), shall be an open-work fence.~~

(1) Fences with a height of six feet or less may be located in the rear and side yard setbacks except that fences up to eight feet in height and not exceeding 32 linear feet in length for the segment exceeding six feet along any side or rear yard line may be located in the rear and side yard setbacks. Fences exceeding six feet within the rear or side yard setback shall only be allowed when located along a side or rear yard line shared with a property under separate ownership and when an agreement with the adjoining property owner(s) has been reached resulting in an executed agreement including an approved site plan and maintenance agreement consenting to a fence of up to eight feet recorded with King County Records prior to building permit issuance. Requests for fences exceeding six feet in height shall be considered when bundled and submitted with a Type I construction permit application. Agreements shall reference the parcel number and legal description of all affected properties and conform to a format specified by the Director. Provided, no fence shall exceed eight feet. Further provided that fence height granted under this section shall not cause for a violation or non-conformance with existing site restrictions (e.j. easements) or adopted Construction Codes, Chapter 16.05 SMC. Fences are limited to four feet in height in the front yard setback and shall be consistent with the sight distance requirements of SMC 21A.25.220. For corner or a-typical shaped lots with more than one front yard a fence of six feet or less may be located within the front setback along the street frontage that does not provide access to the property when located outside of the vision clearance triangle and sight distance requirements of SMC 21A.25.220.

(2) Fences located on a rockery, retaining wall, or berm outside within a required setback areas shall not exceed the building height for the zone, measured in accordance with the standards established in the Uniform Building Code, SMC Title 16. are permitted subject to the following requirements:

(a) In R-1 through R-18 zones:

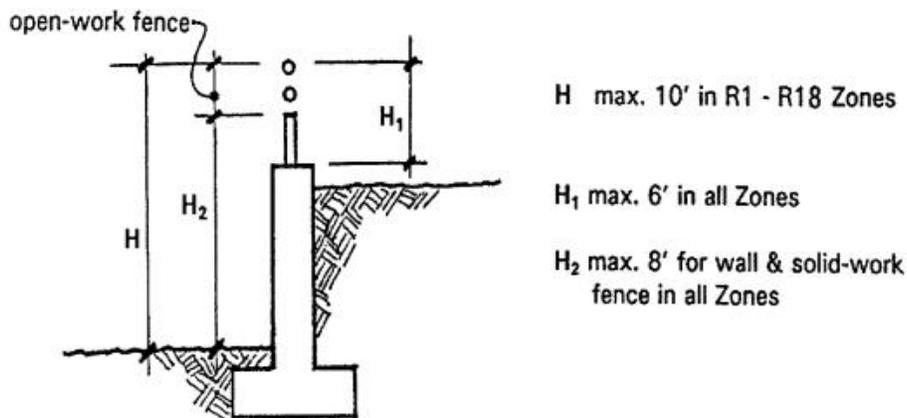
(i) The total height of the fence and the rockery, retaining wall or berm upon which the fence is located shall not exceed a height of 10 feet. The maximum height of 10 feet may be increased to 12 feet in accordance with section (1) above. This height shall be measured from the top of the fence to the ground on the low side of the rockery, retaining wall or berm; and

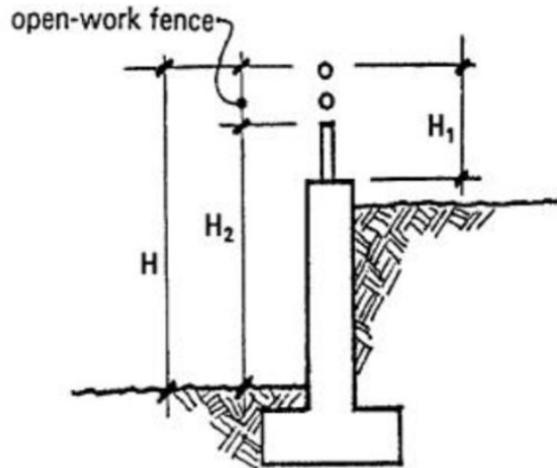
(ii) The total height of the fence itself, measured from the top of the fence to the top of the rockery, retaining wall or berm, shall not exceed six feet. The maximum height of six feet may be increased to eight feet in accordance with section (1) above.

(b) In the R-18 and commercial zones, the height of the fence, measured from the top of the fence to the top of the rockery, retaining wall or berm, shall not exceed six feet.

(c) Any portion of the fence above a height of eight feet, measured to include both the fence and the rockery, retaining wall, or berm (as described in subsection (1)(a)(i) of this section), shall be an open-work fence. The height of the solid-work style fence may be increased to 10 feet in accordance with section (1) above.

RETAINING WALL WITH FENCE IN SETBACK



RETAINING WALL WITH FENCE IN SETBACK

H max. 10' in R1 – R18 Zones
(may be increased to 12 feet)

H1 max. 6' in all Zones
(may be increased to 8 feet)

H2 max. 8' for wall & Solid-work fence in all Zones
(may be increased to 10 feet)

(3) Fences located on a rockery, retaining wall or berm outside required setback areas shall not exceed the building height for the zone.

(34) Electric fences shall:

(a) Be permitted in all zones; provided, that when placed within R-4 through R-18 zones, additional fencing or other barriers shall be constructed to prevent inadvertent contact with the electric fence from abutting property;

(b) Comply with the following requirements:

(i) An electric fence using an interrupted flow of current at intervals of about one second on and two seconds off shall be limited to 2,000 volts at 17 milliamp;

(ii) An electric fence using continuous current shall be limited to 1,500 volts at seven milliamp;

(iii) All electric fences in the R-4 through R-18 zones shall be posted with permanent signs a minimum of 36 square inches in area at 50-foot intervals stating that the fence is electrified; and

(iv) Electric fences sold as a complete and assembled unit can be installed by an owner if the controlling elements of the installation are certified by an A.N.S.I. approved testing agency.

(45) Except as specifically required for the necessary security related to a nonresidential use, no barbed or razor-wire fence shall be located in any R-4 through R-18 zone.

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**Chapter 21A.35
DEVELOPMENT STANDARDS – LANDSCAPING AND IRRIGATION**

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21A.35.050 Landscaping – Interior Side and rear lot lines.

The required width of perimeter landscaping along interior the side and rear yard lot lines shall be provided as follows:

(1) Twenty feet of Type I landscaping shall be included in a commercial or industrial development along any portion adjacent to a residential development;

(2) Five feet of Type II landscaping shall be included in an attached/group residence development, except that along portions of the development adjacent to property developed with single detached residences or vacant property that is zoned R(1-8), the requirement shall be 10 feet of Type II landscaping;

(3) Ten feet of Type II landscaping shall be included in an industrial development along any portion adjacent to a commercial or institutional development; and

(4) Ten feet of Type II landscaping shall be included in an institutional use, excluding playgrounds and playfields, or an above-ground utility facility development, excluding distribution or transmission corridors, when located outside a public right-of-way.

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**Chapter 21A.40
DEVELOPMENT STANDARDS –
PARKING AND CIRCULATION**

...

21A.40.055 Parking for new lots created under Title 19A SMC.

All new single-family residential lots, created pursuant to the provisions of Title 19A SMC and located within the R-4 and R-6 zones, shall provide one on-street parking space along the street frontage of each lot within the project's public or private streets. If, through demonstration of design alternatives considered by the applicant on-street parking is proven infeasible, required parking may be permitted in alternative locations in the following order of preference: within a common shared space to be managed by the Homeowners' Association; or within the driveway that services each new lot.

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Development Regulations Update
City Council Approved Amendments to Planning Commission January 31, 2019 Recommendation

No	Code Section	Description	Proposed Code Language
1.	SMC16.15.020(16)(a)	Remove references to term “Mass Grading”. Term is ambiguous. Instead focus regulating grading through prescriptive requirements.	Amend Planning Commission Recommended Draft section SMC 16.15.020 to remove item (16.a) definition of mass grading as follows: SMC 16.15.020(16) (16) “Grading and clearing permit” means the permit required by this chapter for grading and clearing activities, including temporary permits. (a) “Mass Grading” means the movement or redistribution of large quantities of earth over large areas.
2.	SMC 16.15.090(2)(a)	Remove references to term “Mass Grading” and add flexibility for excavation and fill in accordance with 04/09/2019 direction from Council.	Amend Planning Commission Recommended Draft section SMC 16.15.090(2)(a) to read as follows: (a) Grading. (i) Excavation. Excavation shall not exceed ten (10) feet. (ii) Fill. Fill shall not exceed five (5) feet. (iii) Deviations. Deviation from excavation and fill limits shall be allowed as part of the review of a Type 1, Type 2 or Type 3 permit application to accommodate instances where driveway access would exceed 15 percent slope if additional fill is not permitted; where the five-foot fill maximum generally is observed but limited additional fill is necessary to accommodate localized undulations or variations in existing topography; or where a building foundation, access grade, drainage, or other necessary component of a proposed structure or infrastructure is determined infeasible. Deviations from the excavation and fill limits shall be subject to the following limitations: 1. The proposed deviation is the minimum necessary to resolve the design conflict as demonstrated through written engineering analysis prepared by a qualified consultant and verified by the City; 2. The proposed deviation will not result in impact to the rootzone and tree protection areas required for retained significant trees under SMC 21A.37.270; 3. All excavation or fill deviations shall be located outside of required structure setbacks; and 4. All fill in excess of four feet shall be engineered. (iv) Exceptions. The excavation and fill limitations of this subsection shall not apply to road construction, necessary underground infrastructure, and structures that do not change the surface elevation (e.g. vaults, utility trenches, foundations, basements, etc.).
3.	SMC 16.15.090(2)(b)	Remove SMC 16.15.090(2)(b). Language can be viewed as subjective and discretionary. Excavation and fill limits of SMC 16.15.090(1)(a) should control. This part unnecessary.	Strike/Eliminate Planning Commission Recommended Draft section SMC 16.15.090(1)(b) as follows: (b) Garages on sites sloping uphill shall be placed below the main floor elevation where feasible to reduce grading and to fit structures into existing topography. Garages on sites sloping downhill from the street may be required to be placed as close to the right-of-way as feasible and at or near street grade. On slopes in excess of 25 percent, driveways shall be designed to minimize disturbance and should provide the most direct connection between the building and the public or private street.

		
4.	SMC 16.15.090(2)(c)	Add subsection title for consistency. Re-number.	Amend Planning Commission Recommended Draft section SMC 16.15.090(2)(c) to read as follows: (b) Permit Approval. On sites where development is proposed or anticipated, land clearing shall not take place until a construction permit is approved, addressing all land use requirements and presenting final engineering design consistent with applicable development standards and adopted Public Works Standards.
5.	SMC 21A.15.1070	Consistency additions.	Amend Planning Commission Recommended Draft section SMC 21A.15.1070 to read as follows: 21A.15.1070 Setback. "Setback" means the minimum required distance between a structure or a building and a specified line such as a property line , lot line , access easement line , or buffer line that is required to remain free of structures or buildings.
6.	SMC 21A.25.030(B) Footnote 21	Deletion of word and addition of code reference. Add reference to Type I Permit. Add reference to existing site restrictions (e.g. easements). Amend Footnote 21 to restrict the use of setback adjustments to only existing lots.	Amend Planning Commission Recommended Draft section SMC 21A.25.030(B) Footnote 21 to read as follows: 21. Reduction of minimum rear yard and/or side yard setbacks shall be granted when bundled and submitted with a Type I permit application and when agreement with the adjoining affected property owner(s) of a parcel under separate ownership has been reached resulting in an executed agreement that includes an approved site plan consenting to a reduction of setback. The agreement shall provide that it runs with the land, and must be recorded with King County Records prior to permit issuance. The agreement shall reference the parcel number and legal description of all affected properties and conform to a format specified by the Director. Provided, no side or rear setback may be reduced to less than five feet. Further provided that setback reductions granted under this part shall not cause for a violation or non-conformance with existing site restrictions (e.g. easements) or adopted Construction Codes, Chapter 16.05. The setback reduction granted under this part shall not be available for or applicable to lots created through the subdivision process that remain vested under RCW 58.17.170.
7.	SMC 21A.25.030(B) Footnotes 23 and 24	Adjust setbacks in accordance with 04/09/2019 direction from Council.	Amend Planning Commission Recommended Draft section SMC 21A.25.030(B) Footnotes 23 and 24 to read as follows: 23. R-4 Setbacks for Primary Single Detached Dwelling Units are dynamic. The minimum dimension listed in the table is modified as follows in

			<p>response to home size:</p> <p>a. For single family homes less than 2,500 SF</p> <p>Front Setback - Not less than 15 ft (20 ft minimum for garages) Side Setback – Not less than 5 ft Rear Setback - An average of 15 ft but at no point less than 12 ft</p> <p>b. For single family homes between 2,500 SF and 4,000 SF</p> <p>Front Setback - Not less than 20 ft Side Setback – An average of 10 ft but at no point less than 8 ft Rear Setback - An average of 20 ft but at no point less than 15 ft</p> <p>c. For single family homes greater than 4,000 SF</p> <p>Front Setback - Not less than 25 ft Side Setback – An average of 12 ft but at no point less than 10 ft Rear Setback - An average of 25 ft but at no point less than 20 ft</p> <p>24. R-6 Setbacks for Primary Single Detached Dwelling Units are dynamic. The minimum dimension listed in the table is modified as follows in response to home size:</p> <p>a. For single family homes less than 2,500 SF</p> <p>Front Setback - Not less than 15 ft (20 ft minimum for garages) Side Setback – Not less than 5 ft Rear Setback - An average of 15 ft but at no point less than 12 ft</p> <p>b. For single family homes between 2,500 SF and 4,000 SF</p> <p>Front Setback - Not less than 15 ft (20 ft minimum for garages) Side Setback - An average of 10 ft but at no point less than 8 ft Rear Setback - An average of 20 ft but at no point less than 15 ft</p> <p>c. For single family homes greater than 4,000 SF</p> <p>Front Setback - Not less than 20 ft Side Setback - An average of 12 ft but at no point less than 10 ft Rear Setback - An average of 25 ft but at no point less than 20 ft</p> <p>....</p>
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8.	SMC 21A.25.030	Add clarification that DADUs meeting standard setbacks may be taller than 18 feet up to the 35-foot height limit for structures and may be combined with other amenities such as detached garages.	<p>Add a new Footnote 28 to Planning Commission Recommended Draft section SMC 21A.25.030 (subsections A and B) as a Development Condition to read as follows:</p> <p>....</p> <table border="1" data-bbox="1112 459 1992 580"> <tr> <td>Maximum Detached Accessory Dwelling Structure Height (28)</td> <td>18 ft</td> <td>18 ft</td> <td>18 ft</td> <td>18 ft</td> <td>18 ft</td> <td>18 ft</td> </tr> </table> <p>28. Does not apply to Detached Accessory Dwelling Units that conform to Minimum Structure Setbacks.</p> <p>....</p>	Maximum Detached Accessory Dwelling Structure Height (28)	18 ft					
Maximum Detached Accessory Dwelling Structure Height (28)	18 ft	18 ft	18 ft	18 ft	18 ft	18 ft				
9.	SMC 21A.25.030(B)	Add flexibility for schools and government facilities related to structure height, impervious surfaces, yard areas, and lot coverage in accordance with 04/09/2019 direction from Council.	<p>Amend Planning Commission Recommended Draft section SMC 21A.25.030(B) to add two new footnotes 29 and 30 to read as follows:</p> <p>....</p> <p>29. For school and government uses, structure height may exceed the maximum structure height by one foot for every one foot that front, side, and rear yard setbacks are increased above the minimum setbacks; provided, however, the maximum structure height may not exceed 75 feet.</p> <p>30. For school and government uses, maximum impervious surface limitations, minimum yard area requirements, and maximum lot coverage restrictions may be increased as part of the review of a Type 1, Type 2, or Type 3 permit application to accommodate instances where they render a necessary component of a project infeasible. Deviation from the maximum impervious surface limitations, minimum yard area requirements, and maximum lot coverage restrictions shall be granted if the following are satisfied 1) The proposed increase is the minimum necessary to resolve the design conflict as demonstrated through written engineering analysis prepared by a qualified consultant and verified by the City; 2) The proposed increase will not result in impact to the rootzone and tree protection areas required for retained significant trees under SMC 21A.37.270; and 3) The project is compliant with applicable stormwater regulations.</p> <p>....</p>							
10.	SMC 21A.25.070(6)	Adjust the rounding of density calculation fractions to only allow rounding up when using a duplex or townhome style unit in accordance with 04/09/2019 direction from Council.	<p>Amend Planning Commission Recommended Draft section SMC 21A.25.070(6) to read as follows:</p> <p>....</p> <p>(6) When density calculations result in a fraction:</p> <p>(a) For multi-family and attached dwelling projects located in the R-8, R-12, R-18, NB, CB, or O zones with density calculations resulting in a fraction, the fraction shall be rounded to the nearest whole number as follows:</p> <p>i. Fractions of 0.51 or above shall be rounded up; and</p> <p>ii. Fractions of 0.50 or below shall be rounded down.</p> <p>(b) Subdivisions. For subdivision proposals with density calculations resulting in 10 or more whole units of density before rounding fractions, the fraction may be rounded to the nearest whole number when the fraction is equal to or greater than .51. The extra unit achieved by rounding up must be used for a duplex meeting the requirements of SMC 21A.20.030(B)(17). For example, a subdivision proposal with a density calculation</p>							

			<p>resulting in 10.51 would yield ten single family detached residential units, or nine single family detached residential units and one duplex of two units for a total of eleven units. Nothing in this subsection restricts or limits the application of the density bonus provisions found in other sections of the code.</p> <p>(c) Short Subdivisions. For subdivision proposals with density calculations resulting in 9 or fewer whole units of density before rounding fractions, the fraction may be rounded to the nearest whole number when the fraction is equal to or greater than .71 and when the extra unit achieved is by rounding up must be used for a duplex meeting the requirements of SMC 21A.20.030(B)(17). For example, a subdivision proposal with a density calculation resulting in 4.71 would yield four single family detached residential units, or three single family detached residential units and one duplex of two units for a total of five units. Nothing in this subsection restricts or limits the application of the density bonus provisions found in other sections of the code.</p> <p>(e) (d) For the purpose of the application of this part, rounding is based on a fraction that is truncated to two numbers past the decimal point. For example, 2.50823 is truncated to 2.50.</p> <p>....</p>
11.	SMC 21A.25.100	Strike/Eliminate SMC 21A.25.100 - Adjustment of Setbacks.	<p>Strike/Eliminate Planning Commission Recommended Draft section SMC 21A.25.100 as follows:</p> <p>....</p> <p>21A.25.100 Adjustment of setbacks.</p> <p>The purpose and intent of setback adjustments is to provide the flexibility to modify setbacks in all zoning districts for projects associated with a Type II, III, or IV action. Provided, that such modification shall not affect setbacks or other requirements established elsewhere in this title. Approval shall be based on a determination that the adjustment is consistent with the purpose and intent of this title.</p> <p>(1) Process. Requests for adjustment of setbacks shall only be accepted for projects associated with a Type II, III, or IV action and shall be reviewed and approved concurrent with the related development application. The director may approve an adjustment with a Type II action or recommend approval to the hearing examiner on a request for adjustment of setbacks associated with a Type III or Type IV action based upon the factors listed in subsection (3) of this section and as provided in subsection (4) of this section.</p> <p>(2) Review. The applicant shall have the burden of demonstrating that the requested adjustment of setbacks is warranted, that the adjustment is consistent with the purpose and intent of this title and shall provide such documentation to support the request as may be required by the director.</p> <p>(3) Criteria. In issuing an approval or recommendation on a request for adjustment of setbacks, the director or Hearing Examiner shall consider the following:</p> <p>(a) Any site-specific characteristics or constraints affecting the subject property that may warrant the adjustment;</p> <p>(b) The consistency of the requested adjustment with other regulatory requirements governing the development application;</p> <p>(c) The consistency of the requested adjustment with the policy direction provided by the Sammamish Comprehensive Plan or other adopted policy documents;</p> <p>(d) Whether the adjustment of setbacks is compatible in scale and character with existing neighboring land uses;</p> <p>(e) Whether the adjustment of setbacks is consistent with the intent and character of the zoning district involved;</p> <p>(f) Impacts upon:</p> <p>(i) Adjacent Property Owner(s). The adjustment of setbacks shall not negatively impact the adjacent property owners through incompatible height, bulk, design, color or other features;</p> <p>(ii) Environmentally Critical Areas. The adjustment shall be consistent with the purpose and intent of the environmentally critical area regulations,</p>

			<p>and shall not negatively impact environmentally critical areas;</p> <p>(iii) Public Services. The adjustment of setbacks shall not negatively impact public services, including emergency access, access to right-of-way, dedicated tracts, or easements;</p> <p>(g) The required impervious surface area for the property shall not be exceeded;</p> <p>(h) Whether the adjustment allows for the placement of a building to be made on the lot to allow for the retention of an existing significant tree or trees. Significant trees retained through this provision shall be considered protected trees and shall not be removed without replacement;</p> <p>(i) The reductions shall accomplish one or more of the following goals:</p> <p>(i) Allows buildings to be sited in a manner which maximizes solar access;</p> <p>(ii) Allows zero lot line, semidetached (common wall construction) or other types of cluster development when allowed and in conformance with the provisions of this code;</p> <p>(iii) Coordinates development with adjacent land uses and the physical features of the site;</p> <p>(iv) Allows the development proposal to comply with later adopted setback provisions; or</p> <p>(v) Allows development consistent with the scale and character of the existing neighborhood.</p> <p>(4) Limit. Requests for residential and commercial setback adjustments pursuant to this chapter shall be limited to 30 percent of the required setback dimension.</p> <p>(5) Notice. Public notification of requests for residential and commercial setback adjustments shall be included in the project public notice as required by SMC 20.05.060 and SMC 20.05.090.</p> <p>....</p>
12.	SMC 21A.25.120(2)	Language correction of remnant term.	<p>Amend Planning Commission Recommended Draft section SMC 21A.25.120(2) to read as follows:</p> <p>....</p> <p>(2) Front Yard Setback. The front yard setback is measured between a structure and the front yard lot line. The front yard setback is measured from a front yard lot line to a line parallel to (offset to) and measured perpendicularly from the front yard lot line at the depth prescribed for each zone. In lots adjoining two or more front yards, including corner lots, the minimum front yard setback shall apply to all such front yards, street frontages.</p> <p>....</p>
13.	SMC 21A.25.190(5)	Redundant and inappropriate location for fence rules. Delete in favor of reference to fence rules/SMC 21A.30.190.	<p>Amend Planning Commission Recommended Draft section SMC 21A.25.190(5) to read as follows:</p> <p>....</p> <p>(5) Fences in accordance with SMC 21A.30.190(1), with a height of six feet or less may be located in the rear and side yard setbacks except that fences up to eight feet in height and not exceeding 32 linear feet for the segment exceeding six feet along any side or rear yard line may be located in the rear and side yard setbacks. Fences exceeding six feet within the rear or side yard setback shall only be allowed when located along a side or rear yard line shared with a property under separate ownership and when an agreement with the adjoining affected property owner(s) has been reached resulting in an executed agreement including an approved site plan and maintenance agreement consenting to a fence of up to eight feet recorded with King County Records prior to building permit issuance. Agreements shall reference the parcel number and legal description of all affected properties and conform to a format specified by the Director. Provided, no fence shall exceed eight feet. Further provided that fence height granted under this part shall not cause for a violation or non-conformance with adopted Construction Codes, Chapter 16.05 SMC. Fences are limited to four feet in height in the front yard setback and shall be consistent with the sight distance requirements of SMC 21A.25.220. For corner or a typical shaped lots with more than one front yard a fence of six feet or less may be located within the front setback along the street frontage that does not</p>

			<p>provide access to the property when located outside of the vision clearance triangle;</p> <p>....</p>
14.	SMC 21A.25.190(13)	Added a comma.	<p>Amend Planning Commission Recommended Draft section SMC 21A.25.190(13) to read as follows:</p> <p>....</p> <p>(13) Unless otherwise allowed in SMC 21A.45.060(1), freestanding and monument signs four feet or less in height, with a maximum sign area of 20 square feet, may project into or be located within front yard setbacks; and</p> <p>....</p>
15.	SMC 21A.30.190(1)	Clarification edits.	<p>Amend Planning Commission Recommended Draft section SMC 21A.30.190(1) to read as follows:</p> <p>....</p> <p>(1) Fences with a height of six feet or less may be located in the rear and side yard setbacks except that fences up to eight feet in height and not exceeding 32 linear feet in length for the segment exceeding six feet along any side or rear yard line may be located in the rear and side yard setbacks. Fences exceeding six feet within the rear or side yard setback shall only be allowed when located along a side or rear yard line shared with a property under separate ownership and when an agreement with the adjoining affected property owner(s) has been reached resulting in an executed agreement including an approved site plan and maintenance agreement consenting to a fence of up to eight feet recorded with King County Records prior to building permit issuance. Requests for fences exceeding six feet in height shall be approved when bundled and submitted with a Type I construction permit application. Agreements shall reference the parcel number and legal description of all affected properties and conform to a format specified by the Director. Provided, no fence shall exceed eight feet. Further provided that fence height granted under this part section shall not cause for a violation or non-conformance with existing site restrictions (e.g. easements) or adopted Construction Codes, Chapter 16.05 SMC. Fences are limited to four feet in height in the front yard setback and shall be consistent with the sight distance requirements of SMC 21A.25.220. For corner or a-typical shaped lots with more than one front yard a fence of six feet or less may be located within the front setback along the street frontage that does not provide access to the property when located outside of the vision clearance triangle and sight distance requirements of SMC 21A.25.220.</p> <p>....</p>
16.	SMC 21A.40.055	Spelled out term "HOA".	<p>Amend Planning Commission Recommended Draft section SMC 21A.40.055 to read as follows:</p> <p>....</p> <p>21A.40.055 Parking for new lots created under Title 19A SMC.</p> <p>All new single-family residential lots, created pursuant to the provisions of Title 19A SMC and located within the R-4 and R-6 zones, shall provide one on-street parking space along the street frontage of each lot within the project's public or private streets. If, through demonstration of design alternatives considered by the applicant on-street parking is proven infeasible, required parking may be permitted in alternative locations in the following order of preference: within a common shared space to be managed by the Homeowners' Association; or within the driveway that services each new lot.</p>

		
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COUNCIL REPORT – CHRISTIE MALCHOW

MAY 7, 2019

4/29/19 MEETING: EASTSIDE DAILY NEWS

- **New news organization set to launch that will cover Sammamish & the Eastside:**
 - I met with Eric from Eastside Daily. They plan to launch a new news source that will eventually cover the entire Eastside, but will concentrate on Bellevue, Redmond, Kirkland, Mercer Island & Sammamish at first. They intend to launch this new news organization in June 2019. They will be exclusively digital at first & then move to a daily paper for those that subscribe.
 - Eventually you'll find them at www.east sidedaily.com

4/29/19 MEETING WITH KAT SIMMS – MBACKS & TODD LEVITT – MURRAY FRANKLIN

- We discussed the **interim development regulations**.
 - Of note, Todd mentioned their desire for us to pass the regulations, so they know what regulations they can build to.
 - I explained my personal rationale behind the rounding, again his desire was that we pass something so they know what they might do as they are waiting for the permanent regulations to go in since those are less stringent than the interim development regulations we initially put in place.
- We also discussed **"Phase 2"** of the regulations.
 - My desire & I believe they shared it, is to have all 7 of us have a study session (or more if needed) so we are all on the same page related to information and so we can better understand issues they face, how we can create policy that will work for staff to execute on, and regulations that will marry up with our residents desires.
 - I followed up this discussion with correspondence with David Pyle & Jeff Thomas. David agreed & supports the full breadth of stakeholders in the Phase 2 of these regulations.

5/1/2019 5 MAYORS MEETING

Meeting with Kirkland, Redmond, Mercer Island & Bellevue Mayors.

- Main topic of discussion was related to the Cascade Water Alliance and some desired changes to the governance of it. Mayor Sweet sits on that committee and is spearheading that. They had a recent meeting with Executive Constantine with making some of those changes. Of note, Lloyd Warren of Sammamish Plateau Water has been heavily involved with this. I have emailed Mayor Sweet asking for additional details on goals if any of you are interested in more information.

5/2/19 DOMESTIC VIOLENCE TASK FORCE – AT SAMMAMISH CITY HALL

This is Sound Cities Association committee I serve on, and I had volunteered our City as a host. Thank you to our City Clerk's office for help setting up the room & with A/V.

- Councilmembers might consider (or our City could) do a team for [Refuse to Abuse 5K](#) as a team. July 20th in Seattle.
 - Ward Urion, Social Change Manager for Lifewire presented on “Huddle up Washington”. They are working on a program focused on High School athletes, a 12 week program student-athletes participate in (encouraged participation through their partnership with the Mariners & the Seahawks). They are working on this training for both male & female teams.
 - 710 ESPN & KIRO radio have put the word out (the [Brock & Salk show](#) will continue to raise awareness of this program). 400 coaches have texted in to inquire & 30 have signed up to do this program.
 - I have emailed both the Lake WA SD & Issaquah SD on this program to make sure they are aware of it as a means to reduce DV in general.
- I’d like to see Sammamish do an October proclamation annually for Domestic Violence (DV) Awareness Month (which is October). I’d also like to see us light City Hall up **Purple** for that month (something I think further highlights the proclamation). Many of the regional municipalities participate by doing a proclamation in October. I have provided staff with a [sample from the City of Renton](#).
- Representatives from King Co. Sheriff’s office DV unit, API Chaya, City of Seattle DV, SCA, and the County present
- If you would like prevention information, you can go to www.wscadv.org which is the Washington State Coalition Against Domestic Violence.
 - **9 Principles of Effective Prevention:**
 - Comprehensive Services
 - Varied Teaching Methods
 - Sufficient Dosage
 - Theory Driven
 - Positive Relationships
 - Appropriately Timed
 - Socioculturally Relevant
 - Outcome Evaluation
 - Well-Trained Staff

ETC. & FYI

- I received an email from a local resident asking Sammamish to do a proclamation. I have asked staff to add a proclamation on for our June 4th meeting proclaiming June 7th (first Friday of June) as **Gun Violence Awareness Day**. This is a national effort, and supporters are encouraged to wear orange on that first Friday in June. In addition, I’ve also asked staff to light up City Hall **Orange** on that night to further draw attention to this proclamation.
- [Link to Eastside Fire & Rescue packet](#), Meeting is May 9th at Station 73 (not EFR HQ)
- [Link to Public Issues Committee packet](#), Meeting is May 8th at Renton City Hall
 - The only action item is appointments (item #6)
 - All other items are discussion, so please email me or provide verbal feedback at the 5/7 meeting.
- Received a very nice call from Senator Mark Mullet (5th LD) regarding session. He strongly advocated on our behalf for the culvert funding we received. I conveyed Sammamish’s appreciate for his efforts on our City’s behalf for the culvert funding, for support of condo liability reform & support of the de-annexation mechanism for the residents in Sammamish that are being double taxed in the parks district.
 - *I am interested to hear from staff how quickly we can help our residents get this on the ballot.*

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AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
May 2019				
Tues 5/14	5/8	6:30 pm	Study Session	CERT Certification Presentation Discussion: SMC Title 24 Update (60-minutes) Executive Session: Property acquisition
Tues 5/21	5/15	6:30 pm	Regular Meeting	Public Hearing / Ordinance: SMC Title 24 Update (30-minutes) Public Hearing (Continuation) / Ordinance - V/C Concurrency Code Amendments 14A.o5, 14A.10 and 21A.15 SMC Presentation: 2020-2025 Transportation Improvement Plan <u>Consent:</u> Contract: 2019 Pavement Overlay Construction – TBD Contract: Issaquah Fall City Rd, Ph 1 Construction Contract: Issaquah Fall City Rd, Ph 1 Construction Management Services/Lochner Contract: 2019-2021 Traffic Concurrency & Traffic Engineering Support Services – DEA Approval: City Council Goals and Objectives Contract: Storm System Cleaning/Olsen Brothers Provac Contract: Tree Services/Bartlett Tree Services
Wed 5/22		5:30 pm	Joint Mtg/ Issaquah School Dist.	in Issaquah
Thurs 5/30		8:00 am to 10:00 am	Joint Mtg/ Lk Washington School Dist.	at LWSD in Redmond
June 2019				
Mon 6/3	5/29	6:30 pm	Study Session	Presentation: Regional and Local Transit Plans and Options (60 min) Presentation: North Sammamish Park and Ride update (20 min) Presentation: Zackuse Creek Basin Plan Briefing (20 min) Discussion: Stormwater Code Update (45 min)

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Tues 6/4	5/29	6:30 pm	Regular Meeting	Proclamation: Gun Violence Awareness Day – June 7, 2019 Presentation: WSDOT SR202 Study Update Discussion: Traffic Impact Fee Update and Associated Draft Code Amendments (45 min) Discussion: Draft 2020-2025 Transportation Improvement Plan (30 min) Ordinance: V/C Concurrency Code Amendments – Chapters 14A.05, 14A.10 and 21A.15 SMC Executive Session: Property Acquisition
Tues 6/11	6/5	6:30 pm	Joint Meeting w/ Parks & Rec	Presentation: Klahanie Master Plan
Tues 6/18	6/12	6:30 pm	Regular Meeting	Public Hearing/Ordinance: Traffic Impact Fee Update and Associated Code Amendments Discussion: Stormwater Code Update <u>Consent:</u> Resolution: 2020-2025 Transportation Improvement Plan Executive Session: Property acquisition
July 2019				
Mon 7/1	6/26	6:30 pm	Study Session	TMP Status Update
Tues 7/2	6/26	6:30 pm	Regular Meeting	
Tues 7/9	7/3	6:30 pm	Study Session	Discussion: Shoreline Master Program Update (60-minutes)
Tues 7/16	7/10	6:30 pm	Regular Meeting	Public Hearing / Ordinance: Shoreline Master Program Update (60-minutes) Public Hearing/Ordinance: Storm Code Update (45 min) <u>Consent:</u> Resolution: Zackuse Basin Plan Adoption Contract: Alderra Dam Repair/TBD
Aug 2019				NO MEETINGS
Sept 2019				
Mon 9/2				Labor Day
Tues 9/3	8/28	6:30 pm	Regular Meeting	
Tues 9/10	9/4	6:30 pm	Study Session	
Tues 9/17	9/11	6:30 pm	Regular Meeting	
Oct 2019				

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Mon 10/7	10/2	6:30 pm	Joint Study Session w/ Planning Commission	Discussion: Urban Forest Management Plan (120-minutes)
Tues 10/8	10/2	6:30 pm	Regular Meeting	Public Hearing / Resolution: Urban Forest Management Plan (60-minutes) Public Hearing: Comprehensive Plan Amendments – Technical Items (30-minutes)
Tues 10/15	10/8	6:30 pm	Study Session	Discussion: Urban Forest Management Plan (60-minutes) Discussion: Comprehensive Plan Amendments – Urban Forest Management Plan (30-minutes)
Tues 10/22	10/16	6:30 pm	Regular Meeting	
Nov 2019				
Mon 11/4	10/30	6:30 pm	Study Session	
Tues 11/5	10/30	6:30 pm	Regular Meeting	Public Hearing: Comprehensive Plan Amendments – Urban Forest Management Plan (30-minutes) Resolution: Urban Forest Management Plan (60-minutes)
Tues 11/12	11/6	6:30 pm	Study Session	
Tues 11/19	11/13	6:30 pm	Regular Meeting	TMP Status Update (60 min)
Dec 2019				
Mon 12/2	11/27	6:30 pm	Joint Study Session w/ Planning Commission	Discussion: 2020 Comprehensive Plan Amendments – Docket Requests (60-minutes) Discussion: Wireless / Small Cell Technology Regulations Update (60-minutes)
Tues 12/3	11/27	6:30 pm	Regular Meeting	Public Hearing / Resolution: 2020 Comprehensive Plan Amendments – Docket Requests (60-minutes) Public Hearing / Ordinance: Wireless / Small Cell Technology Regulations Update (60-minutes) <u>Consent:</u> Ordinance: Annual Amendments to the Comprehensive Plan
Tues 12/10	12/4	6:30 pm	Special Meeting	Ordinance: Wireless / Small Cell Technology Regulations Update (60-minutes)
Tues 12/17	12/11	6:30 pm	Regular Meeting	

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	To Be Scheduled	To Be Scheduled	Parked Items
	<ul style="list-style-type: none"> • Growth Centers • Internet Usage & Social Media Policies • Parks Surveillance Camera Policy 	<ul style="list-style-type: none"> • Special Events Ordinance • Maintenance Safety Program Adoption • M&O Strategic Plan • Fleet Management Policy • Roadway Funding Strategy • Maintenance & Fire Station Facility Assessment • Franchise Agreement/SPWS • Comprehensive Solid Waste Plan 	<ul style="list-style-type: none"> • Inner City Bus Service • Good Samaritan Law • Plastic Bags