



## AGENDA - REVISED

### City Council Regular Meeting

6:30 PM - Tuesday, March 17, 2020

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	<b>CALL TO ORDER</b>	6:30 pm
	<b>ROLL CALL</b>	
	<b>PLEDGE OF ALLEGIANCE</b>	
	<b>APPROVAL OF AGENDA</b>	
	<b>PUBLIC COMMENT</b>	6:35 pm
	<p><b>* Note:</b> Per King County recommendations to slow the spread of COVID-19, there will be NO IN-PERSON PUBLIC ACCESS TO PUBLIC MEETINGS UNTIL FURTHER NOTICE.</p> <p><i>This is an opportunity for the public to address the Council. To submit public comment for this meeting, email it to Deputy City Clerk Lita Hachey at <a href="mailto:lhachey@sammamish.us">lhachey@sammamish.us</a> and <a href="mailto:citycouncil@sammamish.us">citycouncil@sammamish.us</a>.</i></p>	
	<b>CONSENT CALENDAR</b>	7:05 pm
	1. <b>Payroll:</b> For the Period Ending February 28, 2020 For a Pay Date of March 5, 2020 in the Amount of \$498,015.01	
4 - 10	2. <b>* Claims:</b> For Period Ending March 5, 2020 In The Amount Of \$1,367,899.06 For Check No. 56484 Through 56586 <a href="#">View Agenda Item</a>	
11 - 15	3. <b>Resolution:</b> Accepting the Trossachs PC-3 Dam Safety Pond Berm Repair <a href="#">View Agenda Item</a>	
16 - 19	4. <b>* Bid Award:</b> 2020 Curb Ramp Retrofit and Sidewalk Repairs Project <a href="#">View Agenda Item</a>	

- 20 - 44      5.      **Contract:** 225th Roundabout Sculpture Fabrication & Installation / Western Tile & Marble  
[View Agenda Item](#)
- 45 - 71      6.      **Contract:** Stormwater Retrofit Strategy Phase 2 / AHBL  
[View Agenda Item](#)
- 72 - 108    7.      **Purchase:** Park Property at 21101 NE 6th Street, Sammamish, WA 98074, Tax Parcel 856290-2100  
[View Agenda Item](#)
- 109 - 117   8.      **Approval:** Letter Supporting Metro's Proposed Regional Transit Funding Levy  
[View Agenda Item](#)
- 118 - 121   9.      **Minutes:** For the March 3, 2020 Regular Meeting  
[View Minutes](#)

**PRESENTATIONS / PROCLAMATIONS**

**7:20 pm**

- 122      10.      **Proclamation:** World Autism Awareness Day - April 2, 2020  
[View Agenda Item](#)

**PUBLIC HEARINGS**

**UNFINISHED BUSINESS**

**7:30 pm**

- 123 - 168   11.      \* **Discussion:** Town Center Work Program  
[View Agenda Item](#)
- 169 - 174   12.      **Approval:** 2020 Work Plan  
[View Agenda Item](#)

**NEW BUSINESS**

**COUNCIL REPORTS/ CITY MANAGER REPORT**

**9:30 pm**

- \*  
175 - 176   13.      \* **Report:** Councilmember Pam Stuart  
[View Agenda Item](#)

**EXECUTIVE SESSION – IF NECESSARY**

**ADJOURNMENT**

**10:00 pm**

**LONG TERM CALENDAR**

- 177      \*  
[View Calendar](#)

**ACCESSIBILITY**

\* Per King County recommendations to slow the spread of COVID-19, there will be NO IN-PERSON PUBLIC ACCESS TO PUBLIC MEETINGS

UNTIL FURTHER NOTICE.

**To View Live:** City Council meetings are aired live on Channel 21 and Facebook. Click on the links below for information on how to access.

- **Channel 21:** <https://www.sammamish.us/news-events/tv-21/>
- **Facebook:** <https://www.facebook.com/CityofSammamishWA/>

**To View Later:** City Council meeting videos are made available the day after the meeting. To access, click the following links:

- **City Website:** <https://www.sammamish.us/government/city-council/city-council-meeting-videos/>
- **YouTube:**  
<https://www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A>
- **Channel 21:** <https://www.sammamish.us/news-events/tv-21/>

## REVISION SUMMARY

**March 12, 2020**

\* Item added or revised.

\* Item removed.



# MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: March 5, 2020

Re: Claims for March 17, 2020

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16,537.45 +  
 600,208.56 +  
 14,128.32 +  
 386,135.18 +  
 350,889.55 +  
 1,367,899.06 \*

	\$ 16,537.45
	\$ 600,208.56
	\$ 14,128.32
	\$ 386,135.18
	\$ 350,889.55
Check #56484-56586	\$ 1,367,899.06

## Top 10 Over \$10,000 Payments

Vendor	Amount	Details
Ichijo	\$ 284,160.40	Refund of deposit - Dedo site development
Marshbank Construction	\$ 191,247.07	SE 4th St construction
AWC	\$ 180,808.90	Employee benefits
Perteet	\$ 89,179.38	SE 4th St, SE 8th St
Lochner Inc	\$ 88,809.13	SE Issaquah-Fall City Rd improvements
ICMA401	\$ 62,961.81	Employee benefits
Lake Washington School District	\$ 61,348.50	Impact fees
Madrona Law	\$ 40,603.54	Legal fees
Osborn Consulting	\$ 37,485.08	Ebright Creek Fish Passage
US Bank Corp Payment Systems	\$ 29,664.89	City credit card statement

Accounts Payable

Check Register Totals Only

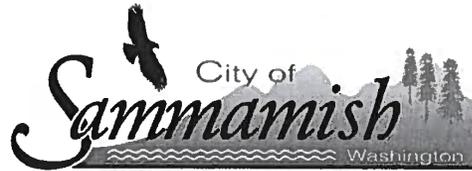
User: tcartmel  
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56484	02/21/2020	EASTFRIE	Eastside Friends of Seniors	5,000.00	56,484
56485	02/21/2020	ENCOMPAS	Encompass NW	1,375.00	56,485
56486	02/21/2020	INFLUENC	Influence the Choice	3,000.00	56,486
56487	02/21/2020	ISSFOOD	Issaquah Food & Clothing Bank	3,125.00	56,487
56488	02/21/2020	ISSFOUND	Issaquah Schools Foundation	1,375.00	56,488
56489	02/21/2020	POA	Pacific Office Automation	162.45	56,489
56490	02/21/2020	STVIN	St Vincent DePaul Society	2,500.00	56,490
Check Total:				16,537.45	

Accounts Payable  
Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56491	02/21/2020	ALLSTREA	Allstream	2,244.72	56,491
56492	02/21/2020	BANNER	Banner Bank	5,339.32	56,492
56493	02/21/2020	CENTURY	CenturyLink	156.63	56,493
56494	02/21/2020	CREATCIR	Creative Circle, LLC	7,280.00	56,494
56495	02/21/2020	FESER	Angie Feser	111.38	56,495
56496	02/21/2020	1STAMERI	First American Title Company	825.75	56,496
56497	02/21/2020	ICHIJO	Ichijo USA Co., LTD	284,160.40	56,497
56498	02/21/2020	KENYON2	Kenyon Disend PLLC	27,896.66	56,498
56499	02/21/2020	MADRONA	Madrona Law Group, pllc	40,603.54	56,499
56500	02/21/2020	MARSHBAN	Marshbank Construction	191,247.07	56,500
56501	02/21/2020	MICROSOFT	Microsoft	684.67	56,501
56502	02/21/2020	MOBERLY	Lynn Moberly	11,934.94	56,502
56503	02/21/2020	PACOFF	Pacific Office Automation Inc.	195.89	56,503
56504	02/21/2020	PACSOIL	Pacific Topsoils, Inc	168.30	56,504
56505	02/21/2020	PSE	Puget Sound Energy	5,091.00	56,505
56506	02/21/2020	QBSI	QBSI-Xerox	1,031.07	56,506
56507	02/21/2020	RIGHT	Right! Systems Inc.	1,185.77	56,507
56508	02/21/2020	ROTARSAM	Rotary Club of Sammamish	52.00	56,508
56509	02/21/2020	SAM	Sammamish Plateau Water Sewer	1,093.07	56,509
56510	02/21/2020	SMARSH	Smarsh	2,910.50	56,510
56511	02/21/2020	TRANSOLU	Transportation Solutions, Inc	15,995.88	56,511
Check Total:				600,208.56	

# Accounts Payable

## Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56512	02/28/2020	CINTAS	Cintas	1,055.24	56,512
56513	02/28/2020	ESSERLUK	Luke Esser	2,000.00	56,513
56514	02/28/2020	NOVAK	Novak Consulting Group, Inc	8,207.08	56,514
56515	02/28/2020	PACE	Pace Engineers, Inc.	1,066.00	56,515
56516	02/28/2020	VALLEYDE	Valley Defenders PLLC	1,800.00	56,516
Check Total:				14,128.32	

# Accounts Payable

## Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56517	02/28/2020	911SUPP	911 Supply	19.71	56,517
56518	02/28/2020	AHBL	AHBL Inc	3,847.80	56,518
56519	02/28/2020	AMERICAL	Americall International Inc	299.00	56,519
56520	02/28/2020	AUTODOC	Auto Doctor	3,592.94	56,520
56521	02/28/2020	AUTOZONE	Auto Zone	150.37	56,521
56522	02/28/2020	BACKGROU	Background Source Intl	70.00	56,522
56523	02/28/2020	BENSCLEA	Ben's Cleaner Sales Inc.	511.58	56,523
56524	02/28/2020	CADMAN	Cadman, Inc.	81.40	56,524
56525	02/28/2020	CENTRALW	Central Welding Supply	480.02	56,525
56526	02/28/2020	CINTAS	Cintas	450.70	56,526
56527	02/28/2020	REDMOND	City Of Redmond	6,336.63	56,527
56528	02/28/2020	CLEANHAR	Clean Harbors Env Svcs Inc	452.17	56,528
56529	02/28/2020	HOGAN	D. A. Hogan & Assoc., Inc	24,900.00	56,529
56530	02/28/2020	TRAINBUI	Daniel Parker	900.00	56,530
56531	02/28/2020	DTGENTER	DTG Enterprises Inc.	405.95	56,531
56532	02/28/2020	DURHAM	Travis Durham	2,777.50	56,532
56533	02/28/2020	ECOSS	Environmental Coalition of South Sea	5,400.00	56,533
56534	02/28/2020	ENVIROTE	Envirotech Services, Inc	6,380.78	56,534
56535	02/28/2020	ESA	ESA	4,133.56	56,535
56536	02/28/2020	ESRI	ESRI, Inc.	3,708.00	56,536
56537	02/28/2020	EVSAN	Evergreen Sanitation, Inc	990.00	56,537
56538	02/28/2020	FASTENAL	Fastenal Industrial Supplies	433.05	56,538
56539	02/28/2020	GRAINGER	Grainger	42.05	56,539
56540	02/28/2020	HARRISWO	Harris Work Systems	2,685.77	56,540
56541	02/28/2020	HWA	HWA GeoSciences, Inc	1,345.25	56,541
56542	02/28/2020	KINGFI	King County Finance A/R	1,439.31	56,542
56543	02/28/2020	KINGCOMC	King County Mun. Clerks' Ass'n	85.00	56,543
56544	02/28/2020	LESSCHWA	Les Schwab Tire Center	434.49	56,544
56545	02/28/2020	LOCHNER	Lochner, Inc.	88,809.13	56,545
56546	02/28/2020	MINUTE	Minuteman Press	1,197.33	56,546
56547	02/28/2020	MORUP	Morup Signs Inc	315.00	56,547
56548	02/28/2020	NEWPIG	New Pig Corp	627.00	56,548
56549	02/28/2020	NETRUCK	North End Truck Equip Inc	2,797.12	56,549
56550	02/28/2020	OCCUPATI	Occupational Health Centers of WA, P	229.00	56,550
56551	02/28/2020	OSBORN	Osborn Consulting, Inc	37,485.08	56,551
56552	02/28/2020	PACSOIL	Pacific Topsoils, Inc	194.70	56,552
56553	02/28/2020	PERTEET	Perteet, Inc.	89,179.38	56,553
56554	02/28/2020	PLATT	Platt Electric Supply	510.36	56,554
56555	02/28/2020	REPUBLIC	Republic Services #172	372.92	56,555
56556	02/28/2020	RIGHT	Right! Systems Inc.	16,988.40	56,556
56557	02/28/2020	HALF	Robert Half	1,094.30	56,557
56558	02/28/2020	ROCKLINE	Rock Line Products Inc	16,715.00	56,558
56559	02/28/2020	SAFEBUIL	Safebuilt Washington LLC	1,350.00	56,559
56560	02/28/2020	SAM	Sammamish Plateau Water Sewer	698.06	56,560
56561	02/28/2020	SHEDDCLA	Claradell Shedd	175.61	56,561
56562	02/28/2020	SIGNARAM	Signarama-Redmond	595.22	56,562
56563	02/28/2020	SNYDER	Snyder Roofing of WA LLC	864.60	56,563
56564	02/28/2020	STAPLES	Staples Advantage	880.62	56,564
56565	02/28/2020	SUNBELT	Sunbelt Rentals	4,081.74	56,565
56566	02/28/2020	TAGS	Tags Awards & Specialties	40.15	56,566

Check	Date	Vendor No	Vendor Name	Amount	Voucher
56567	02/28/2020	WORKWEAR	The Workwear Place	111.86	56,567
56568	02/28/2020	TREESOLU	Tree Solutions Inc	675.00	56,568
56569	02/28/2020	TRINITYG	Trinity Gate & Door Co.	2,282.45	56,569
56570	02/28/2020	TRI-TEC	Tri-Tec Communications, Inc	8,272.00	56,570
56571	02/28/2020	US BANK	U. S. Bank Corp Payment System	29,664.89	56,571
56572	02/28/2020	ULINE	ULINE Shipping Supplies	4,625.23	56,572
56573	02/28/2020	WNPS	Wa Native Plant Society	2,950.00	56,573
Check Total:				386,135.18	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56574	03/05/2020	AWCLIF	Association of Washington Cities	100.30	56,574
56575	03/05/2020	AWCMED	AWC Employee BenefitsTrust	180,808.90	56,575
56576	03/05/2020	CASDU	Caifornia State Disbursement Unit	663.50	56,576
56577	03/05/2020	EMPSD	Employment Security Department	6.22	56,577
56578	03/05/2020	ICMA401	ICMA 401	62,961.81	56,578
56579	03/05/2020	ICMA457	ICMA457	20,570.43	56,579
56580	03/05/2020	ISD	Issaquah School District	21,751.50	56,580
56581	03/05/2020	KINGPET	King County Pet Licenses	90.00	56,581
56582	03/05/2020	LWSD	Lake Washington School Dist	61,348.50	56,582
56583	03/05/2020	LEGALSHI	Legal Shield	316.84	56,583
56584	03/05/2020	NAVIAPAY	Navia Benefit Solutions Client Pay	103.75	56,584
56585	03/05/2020	NAVIA	Navia Benefits Solution	1,952.63	56,585
56586	03/05/2020	WASUPPOR	Wa State Support Registry	215.17	56,586
Check Total:				350,889.55	

# Agenda Bill

City Council Regular Meeting  
March 17, 2020



<b>SUBJECT:</b>	Final Project Acceptance: Trossachs PC-3 Dam Safety Pond Berm Repair / May Valley Excavating, Inc. Contract C2019-299	
<b>DATE SUBMITTED:</b>	February 24, 2020	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Adopt a resolution accepting the 2019 Trossachs PC-3 Dam Safety Pond Berm Repair Project as completed.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1- Resolution Trossachs Pond Berm Repair Project Acceptance</a> <a href="#">2. Exhibit 2 - Final Contract Voucher</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$120,060.00	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	Drainage Capital Resolutions (438-413-595-40-63-00)	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall the City Council authorize the City Manager to approve the final contract amount and final acceptance of the work?

**KEY FACTS AND INFORMATION SUMMARY:**

On July 17, 2019 Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, May Valley Excavation Inc. for construction of the Trossachs PC-3 dam safety pond berm repair in an amount not to exceed \$116,160.00, and to administer a construction contingency in the amount of \$17,424.00. Only \$3,900.00 of the construction contingency was used for a total project construction cost of \$120,060.00.

This project commenced July 23, 2019, and was completed on November 14, 2019. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor.

**FINANCIAL IMPACT:**

The completed repairs were constructed within the project budget. Summary of the actual project cost, by budget number:

Trossachs Stormwater Facility PC3 Berm repair (428-413-595-40-63-00): \$120,060.00

**OTHER ALTERNATIVES CONSIDERED:**

Failure to accept the work as complete and close out the project is not an option. All work has been completed according to the construction contract and within budget.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:****City Comprehensive Plan:****[Environment and Conservation Goal](#)**

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

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2020-\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE TROSSACHS PC-3 DAM  
SAFETY POND BERM REPAIR**

WHEREAS, at the Regular Council meeting of January 7, 2019, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Trossachs PC-3 Dam Safety Pond Berm Repair Project; and

WHEREAS, the City Manager executed contract C2019-299 with May Valley Excavation.; and

WHEREAS, the project was substantially completed by the contractor on November 14, 2019;

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

Section 1. Acceptance of the Trossachs PC-3 Dam Safety Pond Berm Repair Project as Complete. The City of Sammamish hereby accepts the 2019- Trossachs PC-3 Dam Safety Pond Berm Repair as complete.

Section 2. Authorization of Contract Closure Process. The City Manager is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 17th DAY OF MARCH 2020.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Karen Moran

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.:

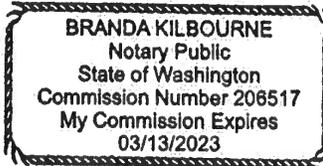


## Final Contract Voucher Certificate

Contractor <b>May Valley Excavation Inc</b>			
Street Address <b>PO Box 2210</b>			
City <b>Issaquah</b>	State <b>WA</b>	Zip <b>98027</b>	Date <b>2/5/20</b>
City Project Number <b>NA</b>	Federal Aid Project Number <b>NA</b>	City Contract Number <b>C2019-299</b>	
Contract Title <b>Trossachs PC-3 Dam Safety Pond Berm Repair</b>			
Date Work Physically Completed <b>11/14/2019</b>		Final Amount <b>\$ 120,060.00</b>	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Sammamish nor have I rented or purchased any equipment or materials from any employee of the City of Sammamish; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Sammamish for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Sammamish from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



*Shawn Davis*  
 Contractor Authorized Signature Required  
Shawn Davis  
 Print Signature Name

Subscribed and sworn to before me this 11 day of February 20 20  
 *Branda Kilbourne* Notary Public in and for the State of Washington  
 residing at 4513 NE 4th St Renton WA 98059

### City of Sammamish

I, certify the attached final estimate to be based upon actual measurement, and to be true and correct.

*Lisa Werre*  
 Project Engineer/Project Administrator

Approved Date 2/24/2020  
 *[Signature]*  
 City Engineer

This Final Contract Voucher is to be prepared by the Project Engineer or Project Administrator. Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

# Agenda Bill

City Council Regular Meeting  
 March 17, 2020



<b>SUBJECT:</b>	Bid Award: 2020 Curb Ramp Retrofit and Sidewalk Repairs project / RRJ Company, LLC	
<b>DATE SUBMITTED:</b>	March 12, 2020	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the City Manager to award and execute a contract with RRJ Company, LLC for construction of the 2020 Curb Ramp Retrofit and Sidewalk Repairs project in the amount of \$1,102,729.21 and to administer a ten percent (10%) project contingency.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - 2020 Curb Ramp Retrofit and Sidewalk Repairs Vicinity Map</a> <a href="#">2. Exhibit 2 - 2020 Curb Ramp Retrofit and Sidewalk Repairs Bid Tab</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	Estimated \$1,213,002.13	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	Overlay & Pavement Preservation - Roadway (101-000-542-30-48-51); Overlay & Pavement Preservation - Sidewalk (101-000-542-61-48-50)	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input checked="" type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input 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:**

Should the City of Sammamish enter into a contract with the apparent low bidder for construction of the 2020 Curb Ramp Retrofit and Sidewalk Repairs project?

**KEY FACTS AND INFORMATION SUMMARY:**

The 2020 Curb Ramp Retrofit and Sidewalk Repair Project was publicly advertised for construction bids last month. Five (5) contractors submitted proposals for the project. Bid proposals were opened on March 12, 2020. RRJ Company, LLC has been verified as the lowest responsive and responsible bidder.

**Background:**

Curb ramp retrofits and sidewalk repairs are a critical component of maintaining our current roadway network. Per the ADA laws that went into effect in 2009, all street crossings with an overlay that crosses an intersection must improve all curb ramps to meet the current standards specified in the Americans with Disabilities Act. This project is designed to update all crossings before we overlay our streets. More information about the project can be viewed at the City's [project webpage](#).

Additional background about the City's pavement management program was provided at the [March 13, 2018 City Council Meeting](#).

**Summary:**

The 2020 Curb Ramp Retrofit and Sidewalk Repair Project features work along (site numbers correspond to overlay site number):

- 220th Ave NE in Heritage Hills - Site 1 on attached map;
- Deer Park and 236th Ave NE/NE 15th/233rd Ave NE - Sites 2 and 3 on the attached map;
- 228th Ave SE, between SE 24th St and SE 8th St - Site 5 on the attached map;
- SE 27th Way between SE 27th Pl and SE 28th Pl - Site 7 on the attached map;
- East Beaver Lake Drive, at SE 30th St - Site 8 on attached map; and
- Hunter's Ridge and Summerwood - Site 9 on the attached map.

The project also includes an additional concrete repairs throughout the City as requested by our City's maintenance.

Part of the contingency established with this contract will be used to repair additional broken sidewalks that our maintenance staff are not been able to replace and are deemed a potential hazard. We will be requesting our contractor to assist with removal and replacement of the potential hazards with this contract.

**FINANCIAL IMPACT:**

The construction low bid is \$1,102,729.21 and an additional construction contingency of \$110,272.92. The project will be funded through the Overlay & Pavement Preservation Roadway and Sidewalk budget.

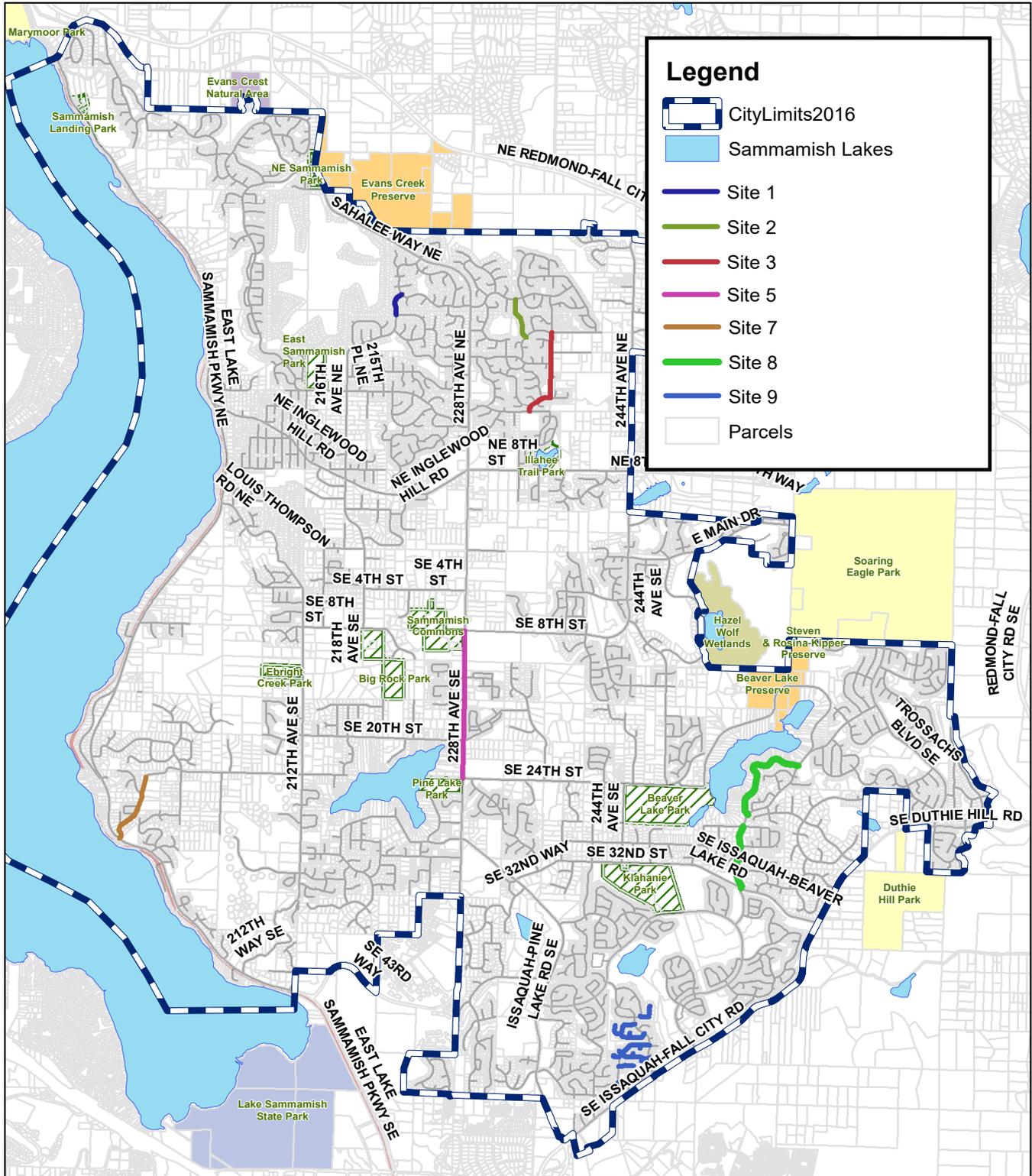
**OTHER ALTERNATIVES CONSIDERED:**

Failure to award a construction contract will result in the inability to execute an overlay contract for 2020 in a timely manner and may result in delays and higher costs. The planned concrete work would need to be included as part of the 2020 Overlay project.

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

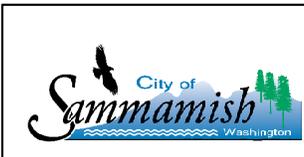
[Transportation Comprehensive Plan](#)

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



**Legend**

- City Limits 2016
- Sammamish Lakes
- Site 1
- Site 2
- Site 3
- Site 5
- Site 7
- Site 8
- Site 9
- Parcels



**2020 Curb Ramp Retrofit and Sidewalk Repairs Vicinity Map**  
 Date Created: 3/3/2020



**Bid Opening**

**City of Sammamish Public Works Department**

Project: **2020 Curb Ramp Retrofit and Sidewalk Repairs**

Bid Date & Time: **March 12th, 2020, 10:00 am**

Bidder		Signed Proposal	Schedule of Prices	Bid Security Form	Acknowledgement of Receipt of Addenda	Bidder Information and Signature	Non-Collusion and Debarment Affidavit	Minimum Wage Affidavit	<sup>1</sup> List of Subcontractors (if bid is over \$1,000,000)	<sup>2</sup> Statement of Bidder's Qualifications	<sup>2</sup> Responsible Bidder Criteria	Total Bid Price
1	Transportation Systems Inc.	X	X	X	X	X	X	X	X	X	X	\$1,289,680.00
2	Westwater Construction Company	X	X	X	X	X	X	X	X	X	X	\$1,192,147.00
3	R.L. Alia	X	X	X	X	X	X	X	X	X	X	\$1,321,684.00
4	Nordvind Company	X	X	X	X	X	X					\$1,219,717.50
5	RRJ Company LLC	X	X	X	X	X	X	X	X	X	X	\$1,102,729.21
6												
7												
8												
9												
10												

Engineer's Estimate: \$1,307,498

<sup>1</sup>Form must be submitted within one hour after published bid submittal time.

<sup>2</sup>Form must be submitted within 48 hours after the published bid submittal time.

budget:

# Agenda Bill

City Council Regular Meeting  
 March 17, 2020



<b>SUBJECT:</b>	Contract: 225th Roundabout Sculpture Fabrication & Installation / Western Tile & Marble	
<b>DATE SUBMITTED:</b>	February 25, 2020	
<b>DEPARTMENT:</b>	Parks & Recreation	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the Interim City Manager to execute a contract with Western Tile & Marble for the fabrication and installation of the 225th Roundabout Sculpture.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Commissioned Artwork Agreement Western Tile &amp; Marble</a> <a href="#">2. Exhibit 2 - Symbolism of Sculpture</a> <a href="#">3. Exhibit 3 - Model</a> <a href="#">4. Exhibit 4 - Sculpture Construction</a> <a href="#">5. Exhibit 5 - Proposed Location</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$79,495	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	Art Sculpture (301-000-594-19-64-00)	<input type="checkbox"/> <b>Budget reallocation required</b>
		<input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall the City Council authorize the Interim City Manager to execute a contract with Western Tile & Marble for the fabrication and installation of the 225th Roundabout Sculpture?

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

This is a contract with Western Tile & Marble (Western) to provide design, fabrication, transportation, and installation of a piece of public art for the City of Sammamish. Western's scope of work includes coordinating with Lin Garretson, an ex-Arts Commissioner, on the design and execution of the sculpture. Components of the sculpture will be fabricated off-site, transported to and assembled in the final location. Western is a natural and fabricated stone provider and will lead and oversee sub-consultants that specialize in different art mediums in order to create and assemble the sculpture.

This contract does not include design and installation for the sculpture's footing/foundation as described below. More information related to the foundation of the sculpture can be found in the project background section of this agenda bill.

**Description of Public Art Sculpture:**

This contract is to execute the sculpture concept that was proposed to City Council at the November 21, 2017, Regular Meeting. The concept for an art sculpture includes the symbolism of unity, commitment, and tenacity. It is anticipated to be 3-sided, approximately 10-12 feet in height and approximately 5-6 feet in width. The thickness varies based on the materials (stone, steel, and concrete) used.

**Proposed Location:**

The City's Public Work Department provided parameters for the location of the sculpture to avoid the utilities and conform to roadway safety standards. The location of the art sculpture is within Sammamish's Town Center, specifically within the SE quadrant of the roundabout at SE 4th Street and 225th Avenue SE. The 225th roundabout is the furthest east of the four roundabouts included as part of the SE 4th Street Improvements project, which is currently under construction.

**Timeline:**

For optimum efficiency, the installation of the sculpture should occur ahead of the SE 4th Improvement Project roundabout completion, allowing the changes to be integrated into the project's plans and coordinated with MCI's traffic control. If the sculpture is not installed as part of the 225th roundabout construction, the installation will need to be delayed until after SE 4th construction is complete. It is anticipated that the SE 4th Street Improvements will be completed in May-June 2020.

**Project Background:**

In the Fall of 2017, the liaison for the Sammamish Arts Commission (SAC) transitioned from the Finance Department to the Parks & Recreation Department. The department liaison assists the SAC's general work in an advisory capacity, promoting events and activities, and co-managing the installation of permanent public art.

During the November 21, 2017, City Council Regular Meeting, Arts Commissioners Margaret Rosenow and Ramu Iyer provided public comment on behalf of the Arts Commission, which included a presentation as part of a budget request for a permanent art sculpture. As part of the presentation, the Art Commission committed to:

1. Invite the Sammamish community to create a name for the sculpture (similar to the process used for naming Big Rock Park).
2. Design the sculpture to fit within the allotted budget and adjust materials, size, level of detail, etc. in order to not exceed project funds.

Following the Arts Commission budget request, City Council authorized a total of \$50,000 to fund an art sculpture at the November 28, 2017, City Council Special Meeting.

Since early 2018, City staff have worked with the Arts Commission to identify a location for the public art sculpture, coordinate with the Public Works Department to determine parameters of an art sculpture installation within the right-of-way, determine an installation timeline in order to meet the SE 4th Street Improvements project construction schedule, select a consultant to provide structural engineering services for the plinth design, prepare a contract for structural engineering services, manage the design review process for the sculpture's foundation, work with the City Attorney and Risk Manager to draft a new contract "Agreement of for Commissioned Artwork", and prepare the right-of-way permit.

This process is atypical of a public art procurement and installation, which is traditionally completed with a "Call for Artists" process. An ex-Arts Commissioner, Lin Garretson, is functioning as the Project Manager in a volunteer capacity and overseeing the design, fabrication, and installation of the art sculpture.

#### Sculpture Foundation/Plinth Design and Construction

This contract is separate from the contract to design and install a foundation/plinth to receive an art sculpture.

On July 23, 2019, the Arts Commission were presented a proposal for review from Shutler Consulting Engineers, Inc (SCE). The Arts Commission voted to recommend the City execute a contract with SCE for structural engineering services related to the plinth design. However, SCE's attorney and the City's attorney were not able to amend the contract for both parties to be agreeable, and a contract between the City and SCE was not secured. As a result, the City reached out to the City's on-call engineering firm, G&O, in early August for a draft scope and fee for the Arts Commission review.

A task order for a not-to-exceed amount of \$11,400 with Gray & Osborne (G&O) was presented at the September 23, 2019 Arts Commission meeting, and the commission voted to recommend that the City enter into a contract to design foundation that can accept a piece of art. The contract is for both the engineering/design of the plinth as well as construction administration while the plinth is being constructed.

The foundation/plinth is currently being installed as a change order to the construction of SE 4th Street Improvement project, led by the City's Public Works Department. Mid-January 2020, the project manager for the SE 4th Improvements project requested a change order from Marshbank Construction, Inc. (MCI) for the installation of the plinth as designed by G&O. The change order amount provided was in the amount of \$33,500. The Parks & Recreation Department is providing \$15,000 from the Parks Capital Contingency Reserve towards installation of the plinth. The remaining

\$18,500 is being funded from the allocated funds for an Art Sculpture noted in the General Government Capital Improvement Fund.

Overview of Total Project Costs

Description	Amount	Consultant/Contractor
Design for the plinth/foundation	\$11,400	Gray & Osborne
Fabrication & Installation of the Sculpture	\$79,495	Western Tile & Marble
Construction of plinth/foundation	\$33,500	Marshbank Construction, Inc.
<b>TOTAL PROJECT COST</b>	<b>\$124,395</b>	

The Arts Commission voted unanimously to recommend \$109,395 in expenditures related to the fabrication and installation of the art sculpture. The Parks & Recreation Department is providing \$15,000 toward expenditures related to the art sculpture project.

**FINANCIAL IMPACT:**

The total authorization amount requested for this contract is not to exceed \$79,495 This includes a contract with Western Tile & Marble in the amount of \$74,495. The remaining authorized amount of \$5,000 will cover additional services (if needed).

A total of \$124,000 is allocated in the 2019-2020 General Government Capital Improvement Fund for an art sculpture and related expenses. This amount includes the designated \$50,000 authorized by City Council in 2017 for a public art sculpture.

**OTHER ALTERNATIVES CONSIDERED:**

Alternative #1: Council may choose not to approve the contract, thereby postponing the sculpture installation until after the SE 4th Street Improvement Project is complete.

Alternative #2: Council may choose not to approve the contract and consider a different procurement method for a public art sculpture in the process of a "Call for Artists". The design of the sculpture and installation would be managed by an artist chosen as part of a selection process.

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

[2018 Parks, Recreation & Open Space Plan](#), adopted by City Council in February 2018



CONTRACT NUMBER

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

AGREEMENT FOR COMMISSIONED ARTWORK		
	Yes	No
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes – See Attached Insurance Addendum		

THIS AGREEMENT FOR COMMISSIONED ARTWORK (the "Agreement") is made and entered into this 18th day of March, 2020, (the "Effective Date") by and between the City of Sammamish, a Washington state municipal corporation (hereafter the "City") and Western Tile & Marble (hereafter the "Contractor").

WHEREAS, the City desires to engage the Contractor to design, fabricate, transport, and install a piece of public art ("Artwork") for and on behalf of the City; and

WHEREAS, the approved location for installation of the Artwork has been determined as the southeast quadrant of the 225<sup>th</sup> Place SE roundabout located along SE 4<sup>th</sup> Street ("Location"); and

WHEREAS, the sculpture plinth/foundation will be constructed in the Location prior to the Artwork installation, under a separate contract; and

WHEREAS, the Contractor is willing to accept the commission on such terms and conditions set forth in this Agreement;

**1. Scope of Services to be Performed by Consultant.**

- A. The Contractor shall perform the work described in **Exhibit "A"** of this contract ("Work").
- B. The Contractor shall design, fabricate, and manage the transportation and installation of the commissioned Artwork for the Location.
- C. The Contractor shall refer to the method of attachment described in **Exhibit "B"** attached hereto.
- D. The Contractor shall travel to the Location a sufficient number of times prior to the completion of the Artwork to meet and confer with representatives of the City, installers and sub-contractors in order to complete the Scope of Work in a timely and workmanlike manner.
- E. The Contractor shall execute any off-site Work at locations determined by the Contractor.

**2. Duration of Agreement.**

- A. **Full Force and Affect.** This Agreement shall be in full force and effect for a period commencing from the Effective Date and ending December 31, 2020 or the City's acceptance of the fabricated Artwork and all other deliverables as specified in Section 1 above, whichever is later, unless sooner terminated under the provisions of the Agreement.
- B. **Timely Performance.** All the parties agree that timely performance on all the provisions of this Agreement is required and expected.

**3. Compensation and Taxes.**

- A. **Compensation.** The total compensation for the fabrication of the commissioned Artwork and related services described herein, including applicable fees and permit costs shall be \$ 74,495.00, including applicable sales tax.
- B. **Taxes.** The Contractor is responsible for all applicable taxes, including Washington State sales and excise taxes, local and federal taxes, which may be due from the Contractor as a result of this Agreement. The Washington State sales tax rate shall be determined according to rates applicable to the installation site.



C. **Washington State Department of Revenue.** Contractor must register with the Washington State Department of Revenue and is responsible for remitting sales tax to the Department of Revenue. Should the rate of sales tax change during the performance of this Agreement, the Contractor shall pay the prevailing sales tax rate to the Department of Revenue.

4. **Payment.**

A. **Sculpture Payment Schedule.** City shall pay the Contractor compensation based on the following schedule:

- i. **First payment.** Fifty percent (50%) of the compensation due under Section 3 in the amount of \$ 24,997.50 including sales tax shall be paid in advance to the Contractor upon execution of this Agreement as start-up costs.
- ii. **Second payment.** Twenty-five percent (25%) of the compensation due under Section 3 in the amount of \$ 12,498.75, including sales tax shall be timely paid to the Contractor upon completion of no less than 50% fabrication of the Artwork, as determined by the Contractor.
- iii. **Final payment.** The balance of the compensation due, \$ 12,498.75 including sales tax, twenty-five percent (25%) of the compensation due under Section 3, shall be due and paid in full upon: (a) completion of the Artwork; and (b) the City's acceptance of the fabricated Artwork and all other deliverables as specified in this Agreement.

B. **Flagger/Traffic Control Payment.** The City shall pay the Contractor compensation for actual work completed for flagger/traffic control in a sum not to exceed \$ 24,500.00.

5. **Process for Payment of Compensation.**

- A. **Invoice.** To obtain payment under this Agreement, Contractor must submit an invoice for payment as described in **Exhibit "D"** together with evidence, to the reasonable satisfaction of the City's designated Project Manager, that the Contractor has completed the performance/payment stage that would warrant the payment requested.
- B. **Documentation.** Evidence may be provided in the form of documentation or receipts for the purchase of materials, and/or color photographs taken from an angle that depicts the size and condition of the Artwork in progress. A scale rod or other measuring device may be needed in the photograph to convey the overall scale.
- C. **Payment.** Upon receipt and approval of such invoice, the City shall arrange for the prompt and appropriate payment to the Contractor.
- D. The Contractor shall be responsible for paying all applicable City, State and Federal taxes, including Washington State sales and excise taxes, and all other taxes which are applicable to the commissioned Artwork.

6. **Contractor is Independent Contractor.**

- A. **Independent Contractor.** The Contractor is and shall be deemed as an independent contractor under the terms and conditions of this Agreement, and shall furnish all supervision, materials, labor, equipment, supplies, and all other incidentals, except as specifically provided herein.
- B. **Employee(s) of Contractor are not Considered Employee(s) of the City.** No employee(s) of the Contractor or other person(s) engaged to perform any work or service required of or by the Contractor under this Agreement shall be considered an employee(s) of the City. No claim of any such employee(s) or other person(s), whether for industrial insurance, unemployment compensation, or any other benefit or entitlement whatsoever, shall be an obligation of the City.



- C. Employees and Officials of the City Cannot be Contractor.** Elected and appointed officers of the City cannot perform any work or service under this Agreement as the Contractor, employee of the Contractor, subcontractor, or any other person(s) required of or by the Contractor as mandated by Washington State Chapter 42.23 RCW (Code of Ethics for Municipal Officers – Contract Interests).
  - D. Location of Work.** The Contractor shall execute any off-site Work at locations determined by the Contractor. The Contractor is responsible for payment of all costs related to the performances of the services hereunder, including but not limited to subcontractors, required materials, supplies, equipment, labor of assistants, insurance, communications, studio space, travel, lodging, sustenance, transportation, traffic control, storage, rentals, installation, documentation, and Contractor participation in a public event related to the Artwork, except as explicitly outlined in this Agreement.
- 7. No Assignment of Work Without Authorization.** The Work and services required of the Contractor by this Agreement are personal and shall not be assigned, delegated, or transferred without the express, written approval of the City. This provision shall not prohibit the Contractor from employing qualified personnel for Work under the Contractor’s direct supervision regarding the Artwork.
- 8. City Authorized to Review Work in Progress.**
- A. Reasonable Visual Inspections.** Upon reasonable prior notice to the Contractor, the City’s designated agent(s), will be accorded the right to make reasonable visual inspections and reviews of the Contractor’s progress with respect to the Artwork.
  - B. Visual Documentation.** If the designated City agent(s) is not able to inspect the Artwork-in-progress in person, photo documentation of the Artwork-in-progress may be requested from the Contractor. The Contractor shall provide photo documentation of the Artwork-in-progress in digital images form, sent electronically to the designated recipient agent of the City or SAC, and may be used without limitation by the City for documentation and publication.
- 9. Artwork Changes.**
- A. Material Changes After Acceptance.** If any material change occurs to the Artwork after final acceptance by the City (whether such change is an intentional act of a third party, an accident, or an act of nature) including but not limited to a change to the exterior surface of the Artwork or the relative locations of the parts of the Artwork, the City reserves the right to determine when and how any repair and restoration to the Artwork can be made, and the nature, scope and anticipated cost of any such repair or restoration. The City reserves the right to contract with a third party or the Contractor, as the City deems appropriate, to implement any such repairs or restoration.
  - B. Maintenance of the Artwork.** The City is commissioning the Artwork in good faith and with the intent of preserving its aesthetic integrity, including by regularly maintaining the Artwork and its site conditions. Thus, the City will use reasonable efforts, at its own expense (or that of third parties) to arrange and supervise the regular maintenance and upkeep of the Artwork upon final acceptance.
  - C. Changes Prior to Acceptance.** The Contractor may request that changes be made to the design at any point during execution, fabrication, or installation of the Artwork using the following procedure:
    - i. Change Orders.** Changes to the Scope of Work to be performed, or in the time for completion of the Work, shall be accomplished only by a written amendment, signed by the Contractor and the City in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.
    - ii. No payment allowed for significant changes except by amendment or addendum to Agreement.** Any changes to the budget resulting from approved changes are the sole responsibility of the Contractor. No extra payments will be allowed as a result of significant changes except by amendment or addendum to this Agreement.

**10. Risk of Loss and Insurance.**



- A. **Risk Borne by Contractor.** The risk of loss or damage to the Artwork will be borne by the Contractor until City's final acceptance pursuant to the Scope of Work attached hereto. Contractor shall obtain required insurance as described on Exhibit C.
- B. **Protection of Artwork from Loss or Damage.** The Contractor shall take such measures as are reasonably necessary to protect the Artwork from loss or damage until the City's acceptance of the fabricated Artwork and all materials specified herein and ownership is transferred to the City.
- C. **Documentation of Insurance Coverage.** Contractor shall provide and maintain, at Contractor's own expense, Installation Floater Insurance covering, on an all risk basis, damage or destruction of the materials and equipment in transit to or stored on or off the project site to be used for completion of the Work performed under this contract, for an amount equal to the full amount of the contract project. A separate certificate of insurance evidencing the coverage required herein shall be provided to the City. The risk of loss or damage shall be borne by the City following the complete construction and final acceptance of the Artwork by the City.
- D. **City Involvement in Site Preparation and Installation.** If the City and its employees are involved in the site preparation and installation phase of the Artwork, the City shall provide all necessary and adequate insurance coverage for its employees and agrees to indemnify the Contractor and subcontractors from any and all risks of bodily injuries to its employees and any damages to the Artwork caused by an act of omission or the negligence of its employees.

**11. Indemnification.**

- A. **Contractor Shall Defend, Indemnify and Hold the City Harmless.** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. **Insurance Coverage for Subcontracting.** Furthermore, should subcontracting be agreed to by the parties, the Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

**12. Contractor's Warranties.**

- A. **Warranty Against Defects.** The Contractor acknowledges that the Artwork will be installed out of doors, in the City's right of way, at the approved Location described herein, and will be exposed to all types of weather conditions.
- B. **Guarantee Against Faulty Material or Workmanship.** The Contractor guarantees the Artwork against any faulty material or workmanship and, at the City's option, shall remedy and/or pay for any loss or damage resulting therefrom that occurs or appears within a period of one (1) year after the date the City accepts the Artwork.



**C. Observed Defects.** The City shall give written notice to the Contractor regarding observed defects in the Artwork. Nothing contained herein, nor any action whatsoever by the City, shall constitute an acceptance of Work not done in accordance with the provisions of this Agreement or relieve the Contractor of liability or responsibility for faulty material or workmanship.

**D. Warranty of Title.** The Contractor warrants and guarantees that, upon the City's acceptance of the Artwork from the Contractor, the City shall acquire good title to the Artwork, and that the Artwork shall be free from any and all claims, liens, and charges by any person or entity including, but not limited to, any employee, supplier or subcontractor.

**13. Compliance with Laws and Regulations.**

**A. General Requirement.** The Contractor, his/her employees, agents and subcontractors, at their sole cost and expense, shall perform and comply with all applicable laws and regulations, including but not limited to laws pertaining to prevailing wages in accordance with provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The Contractor, his or her employees, and agents, and subcontractors, must comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**B. Licenses and Similar Authorizations.** The City, at no expense to the Contractor, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

**C. Taxes, etc.:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement.

**14. Nondiscrimination.** The Contractor shall comply with all applicable Federal, State and local laws prohibiting discrimination on the basis of age, sex, marital status, religion, race, creed, color, sexual orientation, nationality, or the presence of any sensory, mental or physical handicap. Discrimination is prohibited against persons with disabilities.

**15. Public Disclosure Records.**

**A. Compliance with Public Records Disclosure Requirements.** The Contractor acknowledges that the City is an agency governed by the public records disclosure requirements set forth in Chapter 42.56 RCW. The Contractor shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, proceeded, created and/or possessed by the Contractor and related to the services performed under this Agreement.

**B. Furnish the City with Copies of Records Within Five Business Days.** Upon written demand by the City, the Contractor shall furnish the City with full and complete copies of any such records within five (5) business days.

**C. Failure to Timely Provide Records.** Contractor's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Contractor shall fully indemnify and hold harmless the City.

**D. "Public Records" and "Agency" Have Same Meaning as Defined by Chapter 42.56 RCW.** For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been construed by Washington courts. The provisions of this section shall survive the expiration or termination of this Agreement.

**16. Contractual Relationship.** This Agreement does not constitute that the Contractor is an agent or legal representative of the City for any purpose whatsoever, and the Contractor is not granted any express or implied



right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

**17. Binding Effect.** The provisions, covenants and conditions of this Agreement shall apply to and bind the parties, their legal heirs, representatives, successors, and assigns.

**18. Applicable Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

**19. Severability.** A judicial determination that any term, provision, condition, or other portion of this Agreement or its application is inoperative, invalid or unenforceable shall not affect the remaining terms, provisions, conditions or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid or unenforceable and as to such other persons or in such other circumstances it shall continue in full force and effect.

**20. No Waiver.** No waiver of full performance by either party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the Contractor shall not be deemed a waiver of any right or the acceptance of defective performance.

**21. Extra Work.**

**A. Authorized by Written Amendment.** The City may desire to have the Contractor perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" Section of this Agreement. This will be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by a written amendment to this Agreement.

**B. No Reimbursement for Costs of Extra Work Prior to Execution of Amendment.** Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.

**22. Disputes.** Any disputes concerning the Contractor's performance of this Agreement that are not disposed of by agreement between the Contractor and the City, shall be referred to the City Manager or his/her designee and the Contractor or Contractor's designated representative. If such persons do not agree upon a decision within a reasonable period of time not to exceed sixty (60) days, the parties may pursue other legal means to resolve such disputes.

**23. Termination.**

**A. For Cause.** Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided in writing to such other party.

**B. For Reasons Beyond Control of Parties.** Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to acts of nature; labor disputes including strike, walkout, or lockout; or superior governmental regulation or control.

**C. For Public Convenience.** The City may terminate this Agreement in whole or in part whenever the City determines that such termination is in the best interests of the public or for lack of continuing appropriations.

**D. Notice.** Notice of termination pursuant to this Section shall be given in writing to the other party not less than ten (10) working days prior to the effective date of termination.

**E. Default.** In the event this Agreement is terminated by reason of the Contractor's default, the Contractor shall immediately refund to the City the amount of any payment made to the Contractor.



**24. Modification or Amendment.** No modification or amendment of any of the terms hereof shall be effective unless the same is in writing and is signed by an authorized representative of each of the parties hereto.

**25. Entire Agreement.**

- A. Agreement Sets Forth in Full the Entire Agreement.** This Agreement, including Exhibits "A", "B", "C", and "D" (which are incorporated into this Agreement by reference), sets forth in full the entire agreement between the parties.
- B. No Verbal Agreement Shall Affect or Modify Term or Obligations.** No verbal agreements shall affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreements shall be considered unofficial information and in no way binding on either party.
- C. No Waiver Will be Effective Unless Signed in Writing.** No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provisions or of the same provision on another occasion.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement by having their respective signatures affixed below.

**CITY OF SAMMAMISH, WASHINGTON:**

By:	Date:
Print Name:	Title:

**CONTRACTOR:**

By: <i>Todd Tucker</i>	Date: <i>2-27-2020</i>
Print Name: <i>Todd Tucker</i>	Title: <i>President</i>

**ATTEST/AUTHENTICATED:**

By:	Date:
Print Name:	City Clerk

**APPROVED TO AS FORM:**

By:	Date:
Print Name:	City Attorney



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
 Phone: 425-295-0500 • Fax: 425-295-0600

www.sammamish.us

**EXHIBIT A**  
**Scope of Work**

**Western Tile & Marble Contractors, Inc.**

7140 – 180<sup>th</sup> Avenue NE  
 Redmond, WA 98052  
 (425) 629-7200

**Gino Simone**

Ph: (425) 629-7282 Email: [ginos@westerntile.com](mailto:ginos@westerntile.com)

Submitted to:  
 City of Sammamish – Monica Thompson  
801 – 228<sup>th</sup> Ave. SE  
Sammamish, WA 98074  
(425) 295-0557

Date:  
 11/21/2019

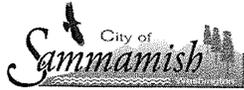
Job Name/Number:  
 Town Center  
 Sculpture  
 Sammamish, WA

**ROUND-ABOUT SCULPTURE:**

Furnish and install custom created sculpture, per design details provided by designer. Please note the following:

- Piece will be an approx. overall dimension of 12' x 5'.
- Structure to be made from cinder block substrate.
- Its sides to be clad via Latapoxy adhesive, with various stone slab pieces, and 1/8" thick decorative metal figure attachments.
- Some portions of the stone to be sandblasted to achieve design.
- Seams in stone as necessary to meet requirements of Latapoxy adhesive.
- Exposed edges of sculpture to be slurry coated. Color TBD by designer.
- Material to be delivered to round-about and work to be done within that space

~ Fabrication work done in house (metal pieces, stone fabrication)	<b>\$28,450.00</b>
~ Work done on site (cinder block substrate, installation of stone pieces and attachment of metal pieces. Prevailing wages are figured in price)	<b>\$17,000.00</b>
~ Sales Tax (10%)	<b>\$ 4,545.00</b>
~ Flagger/Traffic Control (traffic/flagging is additional at NTE \$24,500.00, this figure is based on information provided By Monica Thompson on 1/6/2020)	<b><u>\$24,500.00</u></b>
<b>TOTAL PRICE</b>	<b><u>\$74,495.00</u></b>



**EXHIBIT A  
Scope of Work  
Continued**

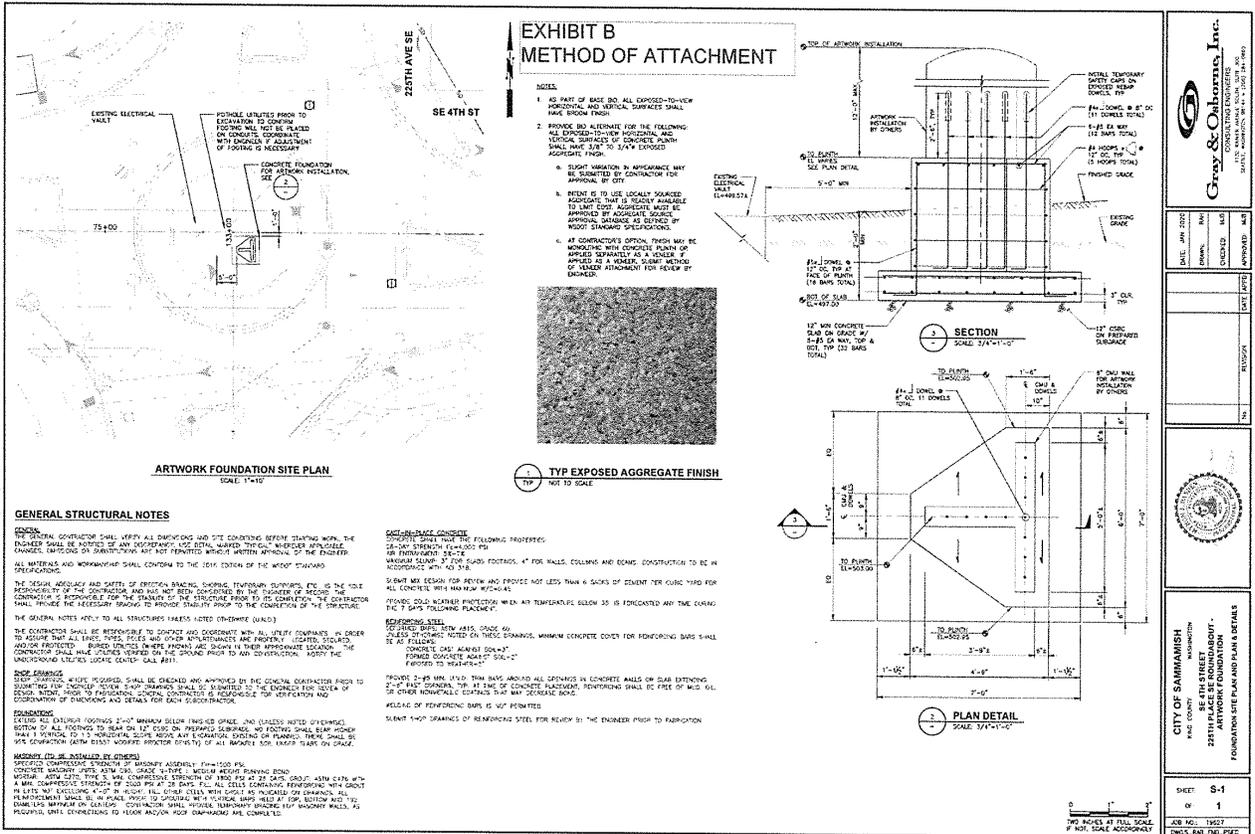
**QUALIFICATIONS:**

- 1) 3' tall plinth/base for sculpture to be provided by others, and not included in this proposal.
- 2) Excludes engineering of base, substrate, and platform.
- 3) Installation is weather dependent. Excludes tenting or heating.
- 4) Assumes straight shift, day work (weekdays – Monday through Friday).
- 5) WTM will do its best to accommodate the completion of this work prior to the City Center Grand Opening date, but cannot be held liable for delays due to inclement weather or unforeseen circumstances.
- 6) Price valid for 30 days.



**EXHIBIT B**  
**Method of Attachment**

**See attached Method of Attachment**





**EXHIBIT C**  
**ADDENDUM FOR REQUIRED INSURANCE**

- 1. Insurance.** 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 Agreement and for thirty (30) days after the physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.
- 2. No Limitation.** Consultant's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.
- 3. Minimum Scope of Insurance.** Consultant required insurance shall be of the types and coverage as stated below:
  - a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  - b) 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, liability assumed under an insured contract, blanket contractual, products/completed operations; broad form property damage, explosion, collapse and underground (XCU) if applicable, and employer's liability. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. 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 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
  - c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - d) Professional Liability insurance appropriate to the Consultant's profession (if applicable).
- 4. Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:
  - a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
  - b) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage.
  - c) Worker's Compensation insurance at the limits established by the State of Washington.
  - d) 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.
- 5. 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 Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.
- 6. Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public



Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

- 7. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 8. 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 Agreement and evidence of all subcontractors' coverage.
- 9. Subcontractors' Insurance.** The Consultant shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Consultant shall ensure that the Public Entity is an additional insured on each and every subcontractors' Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.
- 10. 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.
- 11. 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 5 business days' notice to the Consultant to correct the breach, immediately terminate the Agreement 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.



**EXHIBIT D  
REQUEST FOR CONSULTANT PAYMENT**

INVOICE #	DATE OF INVOICE:
CONSULTANT: Western Tile & Marble Contractors, Inc.	CONTRACT #:
MAILING ADDRESS: 7140 180 <sup>TH</sup> Ave NE, Redmond, WA 98052	
PHONE: (425) 629-7200	EMAIL:

CONTRACT PERIOD:	REPORTING PERIOD:
REQUESTED AMOUNT THIS INVOICE: \$	
SPECIFIC PROGRAM:	

\_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 PROJECT MANAGER/STAFF CONTACT

***Attach Itemized Description of Services Provided***

***For Department Use Only***

Total Contract Amount		Authorization to Consultant \$
Previous Payments		BARS Code:
Current Request		Date:
Balance Remaining		:

APPROVED FOR PAYMENT BY:

\_\_\_\_\_

DATE: \_\_\_\_\_



Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	<b>City of Sammamish</b> <b>801 228th Ave SE</b> <b>Sammamish, WA 98075</b>
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
			-				-	
or								
<b>Employer identification number</b>								
			-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

## Exhibit “B” Symbolism

Symbolism of sculpture & comments\_11.07.17

Lin Garretson  
Sammamish Arts Commission

### **Sammamish ~ Our Community:**

“The whole is greater than the sum of it’s parts.” Aristotle

The city of Sammamish is made up of people from around the country and from around the world. Since our city was officially incorporated on August 31, 1999, we have grown to a population of 63,773 as of the 2016 Census figures.

That means that most of us are transplants who grew up in other areas with other customs, cultures, traditions and environments.

It means that we have chosen to be here and to add our unique and individual qualities to this vibrant young city of Sammamish. We have become integral parts of this richly textured and diversely blended community.

Together we are Sammamish...and we are better together!

### **The Visual Language of Art:**

The visual language of art is a language of universal communication...a language of the heart which uses symbols, colors, textures and designs to evoke emotions and connections which can sometimes go deeper than words can express.

This visual language offers a significant and appropriate language to express the sense of place, the civic identity, and the unique character of our wonderful city...Sammamish!

### **Artistic Collaboration:**

Consistent with the concept of collaboration in our blended community, three skilled artists will combine their individual skills and talents through three different mediums to create a visual expression of some of the dearest values and ideals that resonate deeply with Sammamish citizens...Unity, Commitment and Tenacity.

### **Materials:**

Like many of the residents of Sammamish, the stone used on the multi-sided 10 foot high sculpture is not indigenous to our area...rather it has come here to Sammamish from different points across the globe.

Each piece of stone has it’s own unique composition and character and history...it’s own heritage.

Yet having been shaped and textured and bound together with other stones and combined with the strength of steel, and carved deeply with sandblasting... here it is in a whole new setting with a whole new place to belong. There is purpose and beauty in a whole new way.

Becoming greater than the sum of its individual parts, this blended work of art speaks of past and future...of differences and similarities...of our beautiful, blended city of Sammamish.

### **Symbolism of Unity:**

The multiple pieces of stone work together to form patterns symbolic of the natural beauty of our physical surroundings...the mountains, the clouds the lakes and streams, as well as our

weather. Even our abundant rainfall which is represented by the diagonal steel rods reminds us of its integral part in keeping our environment clean and green. We are reminded and inspired by the fact that the rhythms of Nature work together in unity.

The steel element, anchored by exposed heavy bolts, traverses one face of the sculpture and symbolizes the strength of our bonds as a community and the steadfastness we hold for our ideals and commitments.

Across this backdrop of the organic elements of nature, soar two majestic eagles. Although we often think of eagles as lone figures, these eagles fly together ...reminding us always, that even though our individual strengths are amazing...together we are better!

**Symbolism of Commitment**

The tree element on another face of the sculpture symbolizes our commitment to growing together in healthy ways and to sustaining long term positive effects through leadership in state programs like Thriving Urban Forest Management as well as through individual responsible practices.

Just as our many deciduous and evergreen trees attest, we will always have seasons of growth and seasons of renewal.

With each passing season, we will strengthen and renew our resolve to send our community roots deeper.

We will stretch our individual and collective branches to new heights, and spread our influence wider. We will stand strong, we will stay flexible and we will keep on growing stronger in ways that will sustain and enrich our city for years to come.

If you look closely at the steel “falling leaves”, you will notice that these are actually not leaves at all, but hearts. This symbolizes the many generous hearts and innumerable volunteer hours of caring citizens which quietly nurture and enrich the human landscape of our community every day.

**Symbolism of Tenacity:**

The deeply textured elements of the Kokanee and the strong waves of water on another face of the sculpture symbolize the value of tenacity...of working diligently together...of moving ahead in a positive direction...even when the way ahead seems to be against the current.

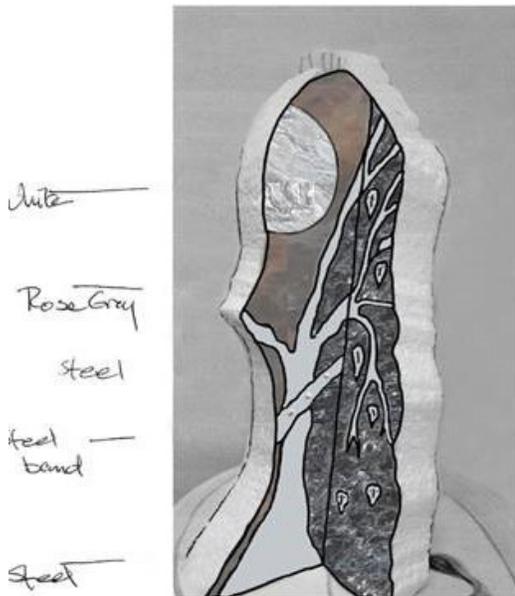
The steel elements of Kokanee symbolize our staying power as a community as well as they remind us of our important role as steadfast stewards of our treasured natural resources of water, fish and wildlife.

*As a united community, with commitment and tenacity, we can meet new challenges head on and we will be stronger for the journey...because together we are better!*

### Exhibit "C" Model



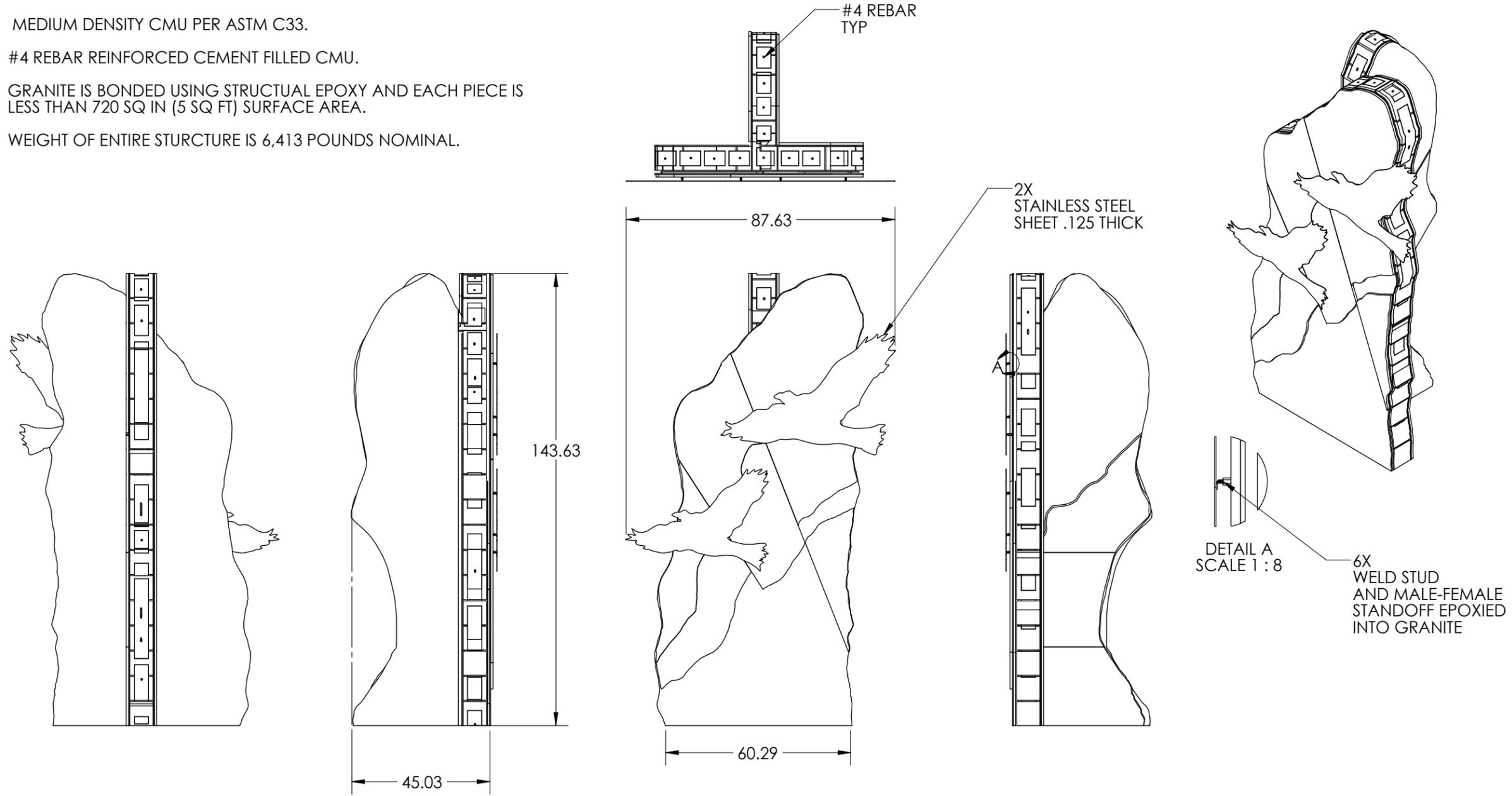
Facing 228th



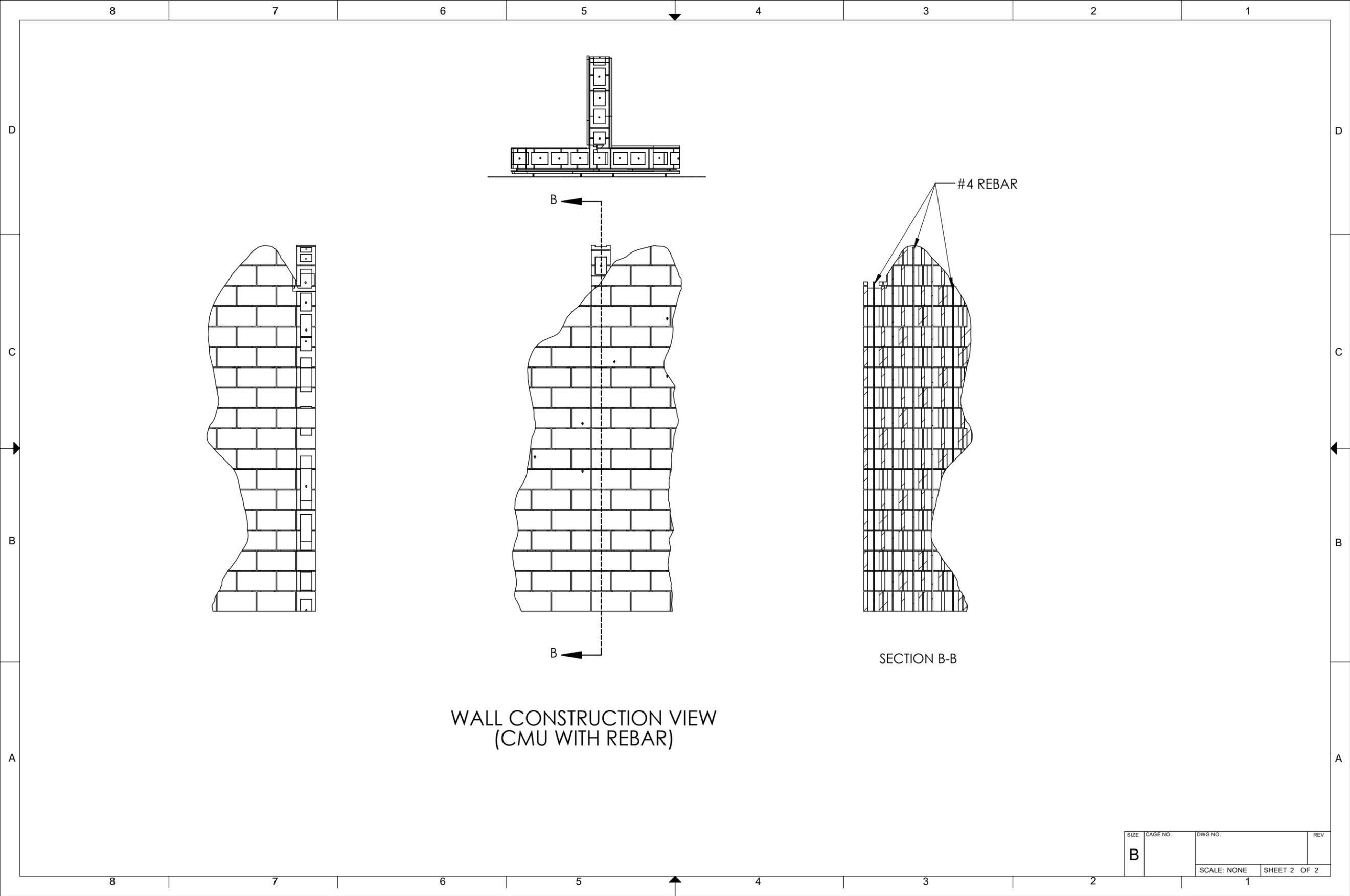
Black  
with sandblasting

NOTES (UNLESS OTHERWISE SPECIFIED):

1. MEDIUM DENSITY CMU PER ASTM C33.
2. #4 REBAR REINFORCED CEMENT FILLED CMU.
3. GRANITE IS BONDED USING STRUCTURAL EPOXY AND EACH PIECE IS LESS THAN 720 SQ IN (5 SQ FT) SURFACE AREA.
4. WEIGHT OF ENTIRE STURCTURE IS 6,413 POUNDS NOMINAL.



Destruction Notice - Destroy documents by any method that will prevent disclosure of contents or reconstruction of the document.				QTY REQ'D		CODE	DWG	PART OR IDENTIFYING NO.	NOMENCLATURE OR DESCRIPTION	ITEM NO.
DIMENSIONS ENCLOSED IN BRACKETS [ ] ARE EXPRESSED IN MILLIMETERS.				LIST OF MATERIALS		DRAWING PER Y14.100M DIMENSIONING PER ANSI Y14.5		CONTRACT NO.		
UNLESS OTHERWISE SPECIFIED, TOLERANCES ON MILLIMETERS ARE:				THIRD ANGLE PROJECTION		MATERIAL		DRAWN		
2 PLACE DIM. 3 PLACE DIM. 4 PLACE DIM.				TOLERANCE UNLESS OTHERWISE SPECIFIED		SEE NOTES		CHECK		
± MM ± MM ± MM				2 PLACE DIM. 3 PLACE DIM. 4 PLACE DIM.		SEE NOTES		PROJ. ENG.		
DASH NO. NEXT ASSEMBLY USED ON N/A UID QTY REQ				ANGLES ±° SURFACE FINISH MACHINED		FINISH		G.A.		
APPLICATION				REMOVE BURRS & SHARP EDGES 0.005/0.015 RAD INSIDE CORNERS 0.005/0.010x45° OUTSIDE EDGES		SEE NOTES		SIZE CAGE NO. DWG NO. REV		
				CONCENTRICITY - .005 T.I.R.				B		
				PERPENDICULARITY - .003 IN/IN				SCALE FULL SHT 1 OF 2		
				PARALLELISM - .003 IN/IN						

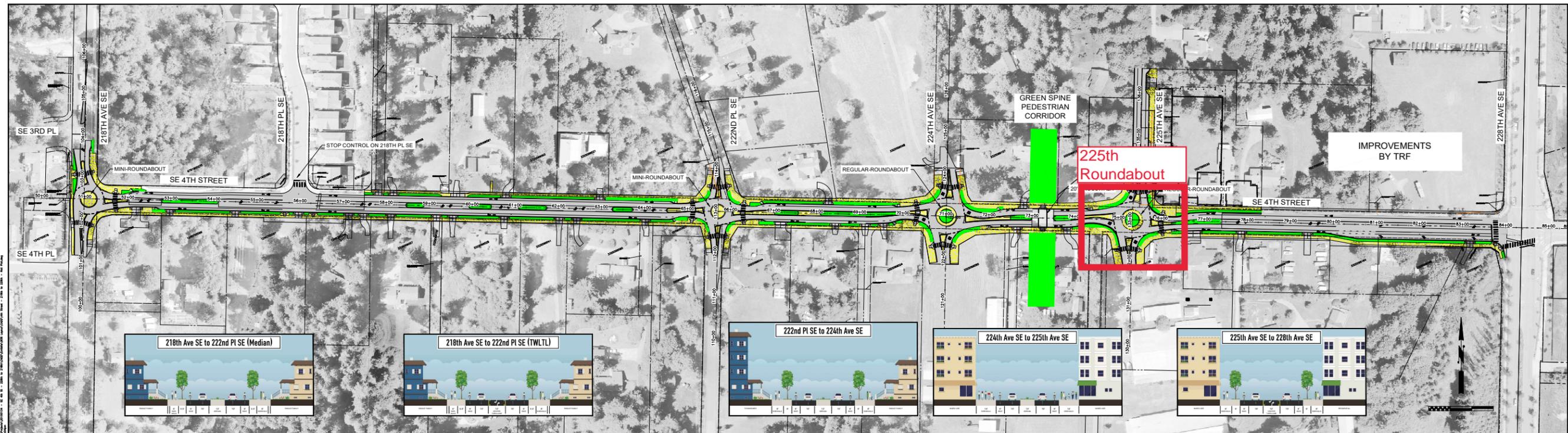


WALL CONSTRUCTION VIEW  
(CMU WITH REBAR)

SECTION B-B

#4 REBAR

SIZE	CAGE NO.	DWG NO.	REV
B			
SCALE: NONE		SHEET 2 OF 2	



**CORRIDOR LAYOUT**

CITY OF SAMMAMISH  
SE 4TH STREET  
218TH AVE SE TO 228TH AVE SE  
JANUARY 2017



# Agenda Bill

City Council Regular Meeting  
March 17, 2020



<b>SUBJECT:</b>	Contract: 2020 Stormwater Retrofit Strategy Phase 2 / AHBL	
<b>DATE SUBMITTED:</b>	March 02, 2020	
<b>DEPARTMENT:</b>	Public Works	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	We recommend the City Council to authorize the City Manager to execute a contract with AHBL for the Stormwater Retrofit Strategy Phase 2 in the amount of \$111,673.50.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Contract</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	111,673.50	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	Surface Water Management (438-413-595-40-63-00)	<input type="checkbox"/> <b>Budget reallocation required</b>
		<input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**  
 Shall the City Council authorize the City Manager to execute a contract with AHBL for the Stormwater Retrofit Strategy Phase 2 in the amount of \$111,673.50?

**KEY FACTS AND INFORMATION SUMMARY:**  
 In December of 2016, the Sammamish City Council adopted the 2016 Storm and Surface Water Comprehensive Plan (Plan), which provided direction for management of the City’s surface and stormwater system. The Plan provides information about the existing stormwater system, current operations and maintenance, regulatory obligations, and recommendations for actions that address potential future issues.

One of the Plan’s recommendations was to plan for repair and replacement of stormwater assets, i.e., retrofit. The City’s Stormwater Retrofit Strategy was divided into two phases. The first phase (Phase 1) consisted of working with City staff to develop a retrofit strategy approach that would then be implemented in Phase 2. Phase 1 was completed between November 2019 and March 2020 and culminated in the generation of an implementable Scope of Work for Phase 2. The Stormwater Retrofit Strategy will:

- Assess receiving water conditions and compile an inventory. This is National Pollutant Discharge Elimination System (NPDES) municipal stormwater permit requirement S5.C.1.d.i.
- Assess climate change impacts to stormwater facilities.
- Involve stakeholders and public.
- Evaluate and identify retrofit potential.
- Assess existing facilities for unused capacity and opportunities for expansion.
- Develop a method to prioritize receiving waters and a process to rank high priority areas. This is NPDES permit requirement S5.C.1.d.ii.
- Develop a suite of retrofit options to be used to identify specific retrofit opportunities. This is NPDES permit requirement S5.C.1.d.iii(a).
- Develop a Retrofit Guidance and Strategy report.

**FINANCIAL IMPACT:**

Funds for this project are programmed into the City’s 2019-2020 adopted budget for Surface Water Management Engineering and Professional Service (438-476-595-40-63-00). This contract will not exceed \$111,673.50.

**OTHER ALTERNATIVES CONSIDERED:**

Failure to award a contract will result in a noncompliance with the Permit and not meet level of service outlined in the Storm and Surface Water Management Comprehensive Plan G.1.2.A. This is not recommended, as delaying or abstaining from development of a retrofit strategy does not meet the City’s NPDES permit requirements and is also contrary to the City’s Storm and Surface Water Management Comprehensive Plan (2016) and the City Comprehensive Plan.

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

[City of Sammamish Comprehensive Plan - Environment and Conservation](#)

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

[City of Sammamish Storm and Surface Water Management Comprehensive Plan \(2016\)](#)

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



CONTRACT NUMBER

801 228<sup>th</sup> 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 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: AHBL hereinafter referred to as the "Consultant."

Project Description: Stormwater Retrofit Strategy – Phase 2

Commencing: March 17, 2020

Terminating: December 31, 2020

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.

<b>The City shall pay the Consultant:</b>	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)	\$ 111,673.50	
Other (ex. Hourly):	\$	



3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, [ap@sammamish.us](mailto: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.

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) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) 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](#).
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

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

- a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b) 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.
- c) Worker's Compensation insurance at the limits established by the State of Washington.
- d) 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.

**6.5 Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

**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.

**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 in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant 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  
 801 228<sup>th</sup> Avenue SE  
 Sammamish, WA 98075  
 Phone number: (425) 295-0500

Project Manager: Lisa Werre

Email: lwerre@sammamish.us

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

Company Name:	<u>AHBL</u>
Contact Name:	<u>Doreen Gavin</u>
Street Address:	<u>1200 6<sup>th</sup> Ave Suite 1620, Seattle WA 98101-3117</u>
Phone Number:	<u>253-284-0293</u>
Email:	<u>dgavin@ahbl.com</u>

**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>Doreen S Gavin</i>	Date: March 2, 2020
Print Name: Doreen S Gavin, P.E.	Title: President

**ATTEST/AUTHENTICATED:**

By:	Date:
Print Name:	City Clerk

**APPROVED TO AS FORM:**

By:	Date:
Print Name:	City Attorney



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
[www.sammamish.us](http://www.sammamish.us)

**EXHIBIT A**  
**Scope of Work**

# EXHIBIT A

## Scope of Work

### City of Sammamish Stormwater Retrofit Strategy Phase 2

February 24, 2020

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#### **Project Background**

The Department of Ecology acknowledges that past and current policies and stormwater planning efforts that focus only on new development and redevelopment have fallen short of protecting aquatic resources. The recent 2019 Department of Ecology Phase II Municipal Stormwater Permit (the Permit) recognizes the need to address degradation of the state's waters and legacy impacts caused by stormwater discharges from existing developed sites. For that reason, Phase I and Phase II stormwater programs must include planning and developing policies that address receiving water needs, including stormwater facility retrofit provisions.

The City of Sammamish (City) 2016 Storm and Surface Water Management Comprehensive Plan (Comprehensive Plan) adopted goals that will help ensure accomplishment of the City's vision, as well as meeting the Permit requirements. One of the recommendations of the 2016 Comprehensive Plan is to plan for repair and replacement of stormwater assets. Another goal is to utilize drainage basin planning to allocate limited resources to address priority problems and opportunities. This Stormwater Retrofit Strategy - Phase 2 responds to the City's Comprehensive Plan and the Permit requirements, develops a receiving water prioritization method, and will establish a process to rank high priority areas where retrofits would provide a benefit to receiving waters. This study will help answer the following important questions:

1. How can we most strategically address existing stormwater problems from existing development?
2. How can we most strategically address retrofit of existing treatment and/or flow control facilities?
3. How can we meet our goals for water quality and flow control when climate uncertainty will impact the future performance of our existing stormwater facilities?

The City will provide to AHBL, Inc. (Consultant) previous studies and the following GIS information, as available and updated:

- Stormwater system mapping and attributes, including facilities and drainage network.
- Stream system mapping.
- Drainage subbasin boundaries.
- Drainage and water quality complaints (spreadsheet and data file).
- High-resolution aerial photos.
- LiDAR-based topography.
- Stormwater facility as-builts for selected City ponds (from City record drawings).

This contract will include the following tasks performed by the Consultant.

**Task 1: Project Management and Administration**

The Consultant will communicate with the City on a regular basis. The Consultant shall utilize telephone, email, fax, or other appropriate modes of communication to provide clear, concise, and timely responses to the City Project Manager. Project meetings and/or telephone conferences between the Consultant and the City Project Manager shall be held approximately once every month for the project duration.

The Consultant will prepare and keep updated a project schedule that documents the progress made on the project from contract authorization through submittal of the Final Stormwater Prioritization Planning Report. The Consultant will promptly notify and discuss with the City Project Manager any changes to the project schedule.

Monthly billing statements and progress reports will be submitted summarizing the work completed during the previous month, depicting the current billing by hours and task, the percentage of the contract that has been completed to date by task, and the percentage of the budget that has been expended to date by task.

**Task 1 Deliverables**

1. Project schedule.
2. Monthly invoices and project progress memorandum.
3. Meeting agendas and meeting minutes.

**Task 2: Establish Stormwater Retrofit Planning Goals**

**Objectives**

Through an assessment of the health of the receiving waters and through stakeholder and public outreach, goals will be established for the City's stormwater planning and prioritization of future investment in stormwater controls. This process will identify receiving water basins where beneficial uses are under threat or have already been impaired, and which flow or water quality concerns are connected with this impairment.

**Subtasks**

- A. **Assessment of Receiving Water Conditions:** The Consultant will review available information to understand the likely condition of the receiving waters and compile an inventory of the known and likely condition of the receiving waters.
  1. Review available data including water quality parameters, known drainage complaints, contributing area conditions and documented reports of flooding (e.g., Storm and Surface Water Comprehensive Plan, 2016; East Lake Sammamish Basin and Nonpoint Action Plan, 1994; and Puget Sound Characterization Project, among others).
  2. Consultant will develop an inventory organized by watershed and subbasins and documenting the available and specific information indicating the condition of the receiving water. If available, water quality and biological indicator datasets will be included. For subbasins where such data sets do not exist, landscape-scale data (population, land use impervious surface coverage, zoning, etc.) may be listed as predictors of receiving water condition.
- B. **Climate Change Assessment:** The Consultant will utilize existing hydrologic models to estimate potential increases in storm runoff and qualitatively characterize potential robustness of existing facilities.
  1. Consultant will utilize the hydrologic models of existing and future climate conditions for the entire Sammamish River watershed, developed for King County to estimate increases in storm runoff.

Modeling analysis will cover areas of the City draining to Lake Sammamish or Bear/Evans Creek. Existing models do not cover areas of the City draining to Snoqualmie River tributaries, though results would be expected to be similar.

2. Consultant will provide a qualitative assessment of relative conveyance and storage needs under projected future flows.

**C. Stakeholder and Public Involvement:** After understanding the shortcomings in the existing receiving waters and stormwater systems, the stormwater retrofit objectives will be formulated. The Consultant team will seek input from resource agencies, neighboring jurisdictions, Tribes, and citizens.

1. Consultant will organize and prepare for stakeholder and public outreach efforts. Workshop materials to be developed include a PowerPoint presentation outlining the process. Desired graphics include the Draft Receiving Waters Inventory and Concerns, subbasin boundaries, current levels of treatment throughout the City, critical areas, etc.
2. Consultant will facilitate and document one stakeholder meeting with key stakeholders (City staff, King County staff, Tribes, Kokanee Work Group, Trout Unlimited, and Washington Department of Fish & Wildlife, among others).
3. Consultant will facilitate and document one public workshop, following a format similar to the stakeholder meeting.
4. Consultant will consolidate input from the stakeholder meeting and public outreach, and will add the information to the Draft Receiving Waters Inventory and Concerns.

**Task 2 Deliverables**

1. Draft and Final Storm System Receiving Waters Inventory and Concerns.
2. Five to seven page climate impact assessment memo in Word or PDF format.
3. Summary memo documenting input received at the stakeholder meeting and public workshop.

**Task 3: Evaluate Retrofit Potential through GIS Analysis**

**Objectives**

Identify potential opportunity zones for stormwater retrofit projects with benefit to receiving waters through a systematic citywide desktop analysis.

**Subtasks**

- A. **GIS Analysis:** Consultant will review available information to understand the likely condition of the receiving waters and compile an inventory of the known and likely condition of the receiving water basins. This scope assumes up to 20 separate receiving waters (streams, bogs, and lakes).
  1. Consultant will update the GIS subbasin boundaries based on a review of the existing stormwater network, record drawings, and targeted field observations.
  2. Consultant will review the existing GIS datasets to identify stormwater retrofit opportunities for each subbasin. The following parameters will be used to inform the analysis: land use/land cover; topography, surface features, critical areas, parcel and jurisdictional boundaries, aerial photos, stormwater facilities and other attributes. Subbasins with impervious surface areas that are expected to increase by more than 5%, based on zoning changes, will be identified. Surface geology and infiltration potential will be identified, based on available regional mapping.

**B. Existing Facilities Assessment:** Consultant will evaluate the oldest and most vulnerable stormwater facilities to identify unused capacity and opportunities for expansion. Aerial mapping and existing facility drawings will be used for an initial screening, followed by one field day of visiting facilities.

1. Consultant will update the Existing Flow Control and Water Quality Treatment Areas Map developed in Phase 1, based on additional information determined from the Facilities Assessment.
2. Consultant will develop 10 to 20 maps illustrating opportunity zones, underserved areas, and existing facilities with unused capacity. The planning maps will typically target catchment areas of 400 acres or greater.

**Task 3 Deliverables**

1. Updated map of relative levels of flow control and water quality treatment across City drainage basins.
2. Ten to 20 Stormwater Retrofit Planning Maps of underserved areas and opportunity zones with the most potential benefit.

**Task 4: Develop Screening Factors**

**Objectives**

Meet Ecology's expectations for developing a method to prioritize receiving waters and a process to rank high priority areas where stormwater retrofit projects would provide a water quality benefit to receiving waters.

**Subtasks**

- A. Consultant, with input from City staff and stakeholders, will develop a prioritization tool or matrix listing screening criteria. Screening factors are expected to include criteria related to:
  1. Environmental Benefit: Downstream receiving water type and quality, upstream treatment area, level of existing flow control/water quality treatment, and infiltration suitability.
  2. Facility Improvements: Maintenance needs, capacity (relative to current and/or future needs), safety issues, and associated flooding or drainage issues.
  3. Opportunity: Coordination with other projects (e.g., transportation, parks, restoration efforts), potential for redevelopment, public ownership or acquisition potential, and vacant or undeveloped parcels/areas.
- B. Consultant will develop scoring range and weights for each screening criterion in conjunction with City staff. Prioritization principles will consider:
  1. Giving higher priority to basins that drain to high quality receiving waters that are also under pressure of development, as these receiving waters are expected to benefit more quickly as a result of stormwater retrofits.
  2. Giving higher priority to basins where regional rehabilitation efforts are also focused.

**Task 4 Deliverables**

1. Prioritization Matrix to Rank Stormwater Retrofit Projects and memo in Word or PDF format describing the criteria and weighting factors.

**Task 5: Develop Typical Retrofit Concepts**

**Objectives**

Develop a suite of retrofit options with typical requirements that can be used by stormwater planners to identify basin and location specific retrofit projects.

**Subtasks**

- A. Consultant will develop Best Management Practice (BMP) suitability mapping to indicate areas potentially suitable for the typical retrofit types based on GIS attributes, such as infiltration potential, land use/right-of-way, vacant land, etc.
- B. Consultant will develop a toolbox of possible retrofit concepts that may be suitable for modifying existing treatment and/or flow control facilities or providing new flow control or treatment facilities/BMPs that address impacts from existing development. Typical requirements for land area, depth, contributing area, and construction costs will be developed. Possible retrofit concepts include:
  - 1. Adding a wetpool or increasing live storage at an existing detention pond.
  - 2. New flow control facilities with and without infiltration.
  - 3. Right-of-way and transportation related BMPs.
- C. Consultant will utilize a continuous hydrologic model, such as the Western Washington Hydrology Model (WWHM), to develop sizing curves for common retrofit BMPs that can be used to estimate facility sizes needed to meet current treatment standards for a given treatment area.
- D. Consultant will prepare conceptual designs for up to three example retrofit projects to illustrate how location and project specific retrofits may be developed in future basin planning. The examples will be from selected locations within the City’s stormwater basins and will be developed to a 10% conceptual design level.

**Task 5 Deliverables**

- 1. Toolbox of retrofit options for flow control and runoff treatment.
- 2. Sizing curves for common retrofit BMPs
- 3. Summary memo describing the process to identify retrofit options within basins, with three examples of location-specific, conceptual retrofit projects.

**Task 6: Stormwater Retrofit Guidance and Strategy Report**

**Objectives**

Incorporate results and deliverables from each task into a comprehensive Retrofit Guidance and Strategy Report, specifically tailored to the City of Sammamish drainage basins and stormwater system. The report will include a Stormwater Retrofit Work Flow Diagram.

**Task 6 Deliverables**

- 1. Stormwater Retrofit Guidance and Strategy Report.

**Task 7: Management Reserve Fund**

***Objectives***

Provide a contingency fund that may be used for potential work expansion or unanticipated stormwater engineering work. Written authorization by the City Project Manager will be obtained before any tasks are performed.

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**Budget Summary  
City of Sammamish Stormwater Retrofit Strategy - Phase 2  
February 24, 2020**

**Task 1: Project Management and Administration**

Deliverables	AHBL Civil				AHBL Admin	Subconsultant
	D. Gavin PR/PM \$225.00	N. Rheauime PM \$165.00	D. Osier Sr Eng \$155.00	E. Dinsmore PE 3 \$130.00		
1. Project Schedule						
2. Monthly Invoices and Project Progress Memo						
3. Meeting Participation; Meeting Agendas and Meeting Minutes, as requested						
Sub-Tasks						
1. Monthly meetings and conf. calls 2 hr/mo @ 6 mos)	12					
2. Develop and maintain schedule	4					
3. Monthly project summaries and invoicing	4					
4. Subconsultant agreement, coordination	4					
TOTALS:	24	0	0	0	0	0
TOTALS:	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,855.00

AHBL Subtotal: \$5,600.00

**Subconsultants (includes 12% Markup)**

NHC	\$4,317.60
<b>Subtotal</b>	<b>\$4,317.60</b>

**TASK 1 TOTAL BUDGET: \$9,917.60**

**Budget Summary  
City of Sammamish Stormwater Retrofit Strategy - Phase 2  
February 24, 2020**

**Task 2: Establish Retrofit Goals (Step One)**

Deliverables	AHBL Civil						AHBL Admin	Subconsultant
	D. Gavin PR/PM	N. Rheume PM	D. Osier Sr Eng	E. Dinsmore PE 3	S. Kendall Eng Tech 1	L. Katzemberger Tech Editor		
1. Climate Change Memo								
2. Workshop Agenda, Materials, and Notes								
3. Receiving Water Assessment Spreadsheet								
<b>Sub-Tasks</b>								
1. Review drainage basin impacts from existing sources (basin plans, impaired waterbody list, etc.)	4			24				
2. Climate change analysis and memo report of findings	2			2				
3. Prepare workshop materials (basin maps from GIS, PowerPoint)	2			20	8			
4. Lead workshop and prepare notes (1 stakeholder and 1 public)	16			16	4			
<b>TOTALS:</b>	24	0	0	62	8	4		
<b>TOTALS:</b>	\$5,400.00	\$0.00	\$0.00	\$8,060.00	\$720.00	\$400.00		\$7,485.00
								AHBL Subtotal: \$14,580.00

**Subconsultants (includes 12% Markup)**

NHC \$8,383.20

Subtotal \$8,383.20

**TASK 2 TOTAL BUDGET: \$22,963.20**

**Budget Summary  
City of Sammamish Stormwater Retrofit Strategy - Phase 2  
February 24, 2020**

**Task 3: Retrofit Potential through GIS Analysis - 14 Basins (Step Two)**

**Deliverables**

1. Updated basin boundary maps and GIS layers
2. Stormwater Planning Maps (10 to 20)
3. Technical memo describing mapping

Sub-Tasks	AHBL Civil						AHBL Admin	Subconsultant
	D. Gavin PR/PM \$225.00	N. Rheauume PM \$165.00	D. Osier Sr Eng \$155.00	E. Dinsmore PE 3 \$130.00	S. Kendall Eng Tech 1 \$90.00	L. Katzenberger Tech Editor \$100.00		
1. Develop screening factors for desktop analysis	2							
2. GIS analysis identifying boundary, infiltration zones, underserved areas, hot spots, potential land acquisition areas	2			2				
3. Evaluate records of existing facilities to identify ones with potential capacity expansion.	4			32				
4. Field investigation and verification of basin boundaries & selected existing facilities with capacity	8			16				
5. Produce stormwater planning maps with opportunity zones, underserved areas, potential land acquisition parcels, and existing facilities with expansion abilities identified	1							
6. Technical memo describing criteria used to identify opportunity zones, underserved areas, expansion of existing facilities, and available land	2							
<b>TOTALS:</b>	19	0	0	50	0	0	0	
<b>TOTALS:</b>	\$4,275.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$12,605.00	
							AHBL Subtotal:	\$10,775.00

**Subconsultants (includes 12% Markup)**

NHC	\$14,117.60
<b>Subtotal</b>	<b>\$14,117.60</b>

**TASK 3 TOTAL BUDGET: \$24,892.60**



**Budget Summary**  
**City of Sammamish Stormwater Retrofit Strategy - Phase 2**  
**February 24, 2020**

**Task 5: Develop Typical Retrofit Concepts (Step Four)**

Sub-Tasks	AHBL Civil				AHBL Admin	Subconsultant
	D. Gavin PR/PM	N. Rheauime PM	D. Osier Sr PE	E. Dinsmore PE3		
1. Develop suite of typical retrofit options for flow control and runoff treatment with typical requirements (new & existing)	4			40		
2. Develop 3 examples of possible retrofit examples applied to priority subbasins	4		24		12	
3. Develop typical planning level cost assumptions	4		12			
4. Develop sizing curves, table of planning tools for retrofit projects	4		2	8		
4. Develop summary memo for identifying retrofit options within drainage basins. include a toolbox with tables, criteria, and examples	4		2	12		
TOTALS:	\$4,500.00	\$0.00	\$6,200.00	\$7,800.00	\$2,160.00	\$11,117.00
AHBL Subtotal:						\$20,660.00

Subconsultants (includes 12% Markup)

NHC	\$12,451.04
<b>Subtotal</b>	<b>\$12,451.04</b>

**TASK 5 TOTAL BUDGET: \$33,111.04**







**Budget Summary  
City of Sammamish Stormwater Retrofit Strategy - Phase 2  
February 24, 2020**

**SUMMARY**

Basic Services	
Basic Services Subtotal (Tasks 1-6)	\$105,836.48
Management Reserve Fund (Task 7)	\$5,291.82
Reimbursable Expenses (Task 90)	\$545.20
<b>GRAND TOTAL FEE (TASKS 1-7 &amp; 90)</b>	<b>\$111,673.50</b>



801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500  
[www.sammamish.us](http://www.sammamish.us)

**EXHIBIT B**

**REQUEST FOR CONSULTANT PAYMENT**

Invoice #: \_\_\_\_\_ Invoice Date: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address for Payment: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Specific Program – Contract # - Task Order:  
 \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

**AMOUNT REQUESTED THIS INVOICE: \$** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**PLEASE ATTACH INVOICE**  
 With Itemized Description of Service Provided

***For Department Use Only***

Total Contract Amount	\$		Authorization to Consultant:
Previous Payments	\$		\$
Current Request	\$		Account Number:
Balance Remaining	\$		Date:

Approved for Payment By: \_\_\_\_\_ Date: \_\_\_\_\_



**Form W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

**Give Form to the requester. Do not send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	City of Sammamish 801 228th Ave SE Sammamish, WA 98075
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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OR										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> </tr> </table>										

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

# Agenda Bill

City Council Regular Meeting  
March 17, 2020



<b>SUBJECT:</b>	Purchase of Park Property at 21101 NE 6th Street, Sammamish, WA 98074, Tax Parcel 856290-2100	
<b>DATE SUBMITTED:</b>	March 03, 2020	
<b>DEPARTMENT:</b>	Parks & Recreation	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the City Manager to execute a Purchase & Sale Agreement with Alan Yates and Linda Tweedie, Trustees of the 266 Wealth Trust, to purchase park property at 21101 NE 6th Street, Sammamish, WA 98074.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Purchase &amp; Sale Agreement</a> <a href="#">2. Exhibit 2 - Property Map</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$1,050,000	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	Parks Capital Improvement Plan (CIP) Budget - Land Acquisition (302-337-594-76-61-00)	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**

Shall the City Council authorize the City Manager to execute a Purchase & Sale Agreement with Alan Yates and Linda Tweedie as Trustees of the 266 Wealth Trust to purchase park property at 21101 NE 6th Street, Sammamish, WA 98074?

**KEY FACTS AND INFORMATION SUMMARY:**

**Background**

At the Regular Meeting of the City Council Meeting held on February 4, 2020, City Council supported the purchase of park property for an amount of \$1,050,000. As a follow-up, the purchase and sale

agreement is being submitted on consent at the upcoming City Council Regular Meeting on March 17, 2020.

#### **Site Location and Summary**

This 14-acre parcel is located at 21101 NE 6th Street, Sammamish, WA 98074. It is south of NE Inglewood Hill Road, west of the intersection of 216th Avenue NE. The parcel is zoned R-4 and George Davis Creek traverses the northern edge.

The property's primary opportunity is trail development, tree canopy preservation and connecting stream corridors, all of which were identified as high priorities in the Land Acquisition Strategy and Implementation Program. The parcel's long edges run east-west, making it a potentially desirable east-west trail corridor. The City owns the adjacent property to the west, and the subject property would provide additional preservation of the George Davis Creek's riparian habitat.

The parcel is in a mapped landslide hazard area. Environmentally sensitive areas including stream buffers and landslide hazard areas cover most of the parcel. A small 4-lot development is under construction at the entry to the parcel.

#### **FINANCIAL IMPACT:**

A total of \$13 million is allocated in the 2017-22 Six Year, Parks Capital Improvement Plan (CIP) budget for Land Acquisition. Approximately \$2,625,000 of that amount is available in 2020 and \$1,050,000 would be spent on this park acquisition. Other associated costs include studies performed during the due diligence period, real estate consulting fees and any closing costs that the City would be responsible for.

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

City Council could choose not to purchase the park property.

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

[Land Acquisition Strategy and Implementation Program](#)

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**BY AND BETWEEN**

**ALAN YATES AND LINDA TWEEDIE**

**AND**

**CITY OF SAMMAMISH**

145960583.4

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made as of the \_\_\_\_ day of March 2020 (the "**Effective Date**"), by and between Alan Yates and Linda Tweedie as Trustees of the 266 Wealth Trust ("**Seller**") and the City of Sammamish a Washington Municipal Corporation ("**Purchaser**").

**ARTICLE I**

**1.1 Property Description.** Seller owns that certain real property located at 21101 NE 6<sup>th</sup> Street, Sammamish, Washington, and as more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the "**Real Property**").

**1.2 Agreement of Purchase and Sale.** Subject to the terms and conditions set forth herein, Seller agrees to sell, convey, transfer, and assign, and Purchaser agrees to purchase, all of Seller's right, title and interest in and to the Real Property, together with all of Seller's right, title and interest in and to the following (collectively, the "**Property**"):

(a) **Real Property Rights.** Any and all land lying in the bed of any street, road, highway or avenue, open or proposed, in front of, or adjoining all or any part of the Real Property, and all strips, gores or rights-of-way, lakebeds, streams, riparian rights, appurtenances, rights, licenses, and easements, in any way benefitting or otherwise in front of or adjoining all or any part of the Real Property (the "**Real Property Rights**").

(b) **Improvements.** Any and all buildings, fixtures, structures, landscaping, parking areas, improvements, and related improvements or amenities erected or located on, over, or beneath the Real Property (the "**Improvements**").

(c) **Leases.** Any and all leases of the Real Property, in any, including all leases, work letter agreements, improvement agreements, and other rental agreements with respect to occupancy or use of the Real Property by tenants, and such other leases, work letter agreements, improvement agreements, and other rental agreements as may be approved by Purchaser in accordance with the terms of this Agreement (the "**Leases**").

(d) **Contracts.** Any and all contracts, agreements, commitments, employment agreements, service contracts, utility contracts, construction contracts, maintenance agreements, leasing and brokerage agreements and all other contracts, agreements and obligations, whether or not in writing, which relate in any way to the ownership, development, operation, management, maintenance, use or occupancy of the Real Property (the "**Contracts**").

(e) **Personal Property.** Any and all apparatus, equipment, appliances, systems, tools, marketing materials, furniture, furnishings of any kind, goods, supplies, materials, components, or any other personal property, whether located on the Real Property, used in any way in the ownership, development, operation, management, maintenance, use, or occupancy of the Improvements or the Real Property including, without limitation, all non-confidential files, data, reports, or surveys (the "**Personal Property**").

(f) **Intangible Property.** Any and all intangible property (other than the Real Property, Real Property Rights, Improvements, Leases, Contracts, and Personal Property) owned or held by Seller and used in connection with the ownership, development, operation, management, maintenance, use, or occupancy of the Property, including, to the extent such Intangible Property exists and without warranty or representation of any kind, without limitation, the plans and specifications relating to the Property, all engineering, soil, land use, pest control and all other non-confidential studies or reports relating to the Property, the Improvements and/or the Personal Property, all pre-paid fees, utility agreements, and connections for water and sewer, if any, all rights to reimbursements and credits pertaining to the Real Property, including without limitation, all those from any governmental jurisdiction, all rights to development impact fee credits pertaining to the Real Property and the development thereof, all awards or payments made or to be made for or with respect to any taking in condemnation or eminent domain (including awards or payments for damage resulting from change of grade or impairment of access) of any part of the Property, the Improvements and/or the Personal Property prior to, on or after the date hereof, all rents, issues and profits therefrom and to the extent, if any, approved by Purchaser pursuant to the terms of this Agreement, all consents, licenses, franchises, permits, entitlements, approvals, utility and/or subdivision bonds or deposits, purchase or construction warranties or guarantees (the “**Intangible Property**”).

**1.3 Purchase Price.** The purchase price for the Property is One Million Fifty Thousand Dollars and no cents (\$ 1,050,000.00) (the “**Purchase Price**”).

**1.4 Purchaser’s Deposit; Escrow.** Within five (5) business days after the Effective Date, Purchaser shall deliver to the Everett, Washington office of Chicago Title Insurance Company located at 3002 Colby Ave., Everett, Washington 98201 (“**Escrow Agent**” or “**Title Company**”), a cash deposit in the amount of Fifty Two Thousand Five Hundred Dollars and no cents (\$52,500.00) (which, together with any interest earned thereon, is the “**Earnest Money**”). Escrow Agent shall invest the Earnest Money in an interest-bearing account as instructed by Purchaser. The Earnest Money shall be applicable to the Purchase Price at Closing, except as specifically provided elsewhere in this Agreement. If the Closing does not occur as the result of a breach or default by Seller, all of the Earnest Money, and all accrued interest thereon, shall be immediately refunded to the Purchaser, and the parties shall promptly execute and deliver cancellation instructions to the Escrow Agent.

**ARTICLE II**  
**TITLE REVIEW; SELLER’S CONDITIONS**

**2.1 Title Examination; Commitment for Title Insurance; Survey.** Within one (1) business day after the Effective Date, Purchaser shall order from the Title Company a commitment for an extended coverage A.L.T.A. Policy of Title Insurance (the “**Title Commitment**”), and copies of all recorded instruments referenced in the Title Commitment, if any. Purchaser shall have thirty (30) days after the Effective Date to examine title to the Property (the “**Title Review Period**”). Purchaser may, in Purchaser’s sole discretion and at Purchaser’s sole cost and expense during the Title Review Period, obtain an ALTA or other survey of the Property as required to obtain extended coverage (the “**Survey**”).

**2.2 Title Objections, Cure of Title Objections.**

(a) Purchaser shall have until the expiration of the Title Review Period to give written notice to Seller of such objections as Purchaser may have to any exceptions to title insurance coverage as disclosed in the Title Commitment. Any such exception to title disclosed in the Title Commitment to which Purchaser does not object by timely written notice shall be a "**Permitted Exception**." Purchaser shall not be required to object to any mortgage or deed of trust liens, the lien of any financing of Seller, any exceptions related to Seller's authority to convey the Property, and the same shall not be deemed Permitted Exceptions. Following delivery of the Title Commitment, Seller shall not alter the condition of title to the Property without the written consent of Purchaser.

(b) In the event Purchaser gives timely written notice of objection to any exceptions to title, Seller shall have the right, but not the obligation, to elect to remove, satisfy or otherwise cure by Closing any exceptions to title or matters identified on the Survey so objected to by Purchaser. Within five (5) business days after receipt of Purchaser's notice of objection, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to such exceptions. If Seller fails to give written notice of its election within such five (5) business day period, Seller shall be deemed to have elected not to cure any such exceptions or matters.

(c) If Seller elects or is deemed to have elected not to cure any exceptions to title or matters identified on the Survey as objected to by Purchaser or if, after electing to cure, Seller determines and provides written notice to Purchaser that it is unwilling or unable to remove, satisfy or otherwise cure any such exceptions or matters by Closing, Purchaser's sole remedy hereunder in such event shall be either (i) to accept title to the Property subject to such exceptions as if Purchaser had not objected thereto and without reduction of the Purchase Price, or (ii) to terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser by the Escrow Agent, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. Purchaser shall provide Seller with written notice of its election pursuant to this **Section 2.2(c)** prior to the end of the Inspection Period. If Purchaser fails to provide Seller with timely notice of its election to terminate this Agreement prior to the end of the Inspection Period pursuant to this **Section 2.2(c)**, Purchaser shall be deemed to have elected to purchase the Property in accordance with and as contemplated in this Agreement. Any exceptions to title to which Purchaser has objected and that Seller has elected or is deemed to have elected not to remove, satisfy or otherwise cure which is not otherwise removed from the Title Commitment or final Title Policy shall also be a "**Permitted Exception**."

**2.3 Supplemental Title Report.** If there are any changes or additions to the Title Commitment after the expiration of the Title Review Period, Title Company shall deliver to Purchaser a supplement to the Title Commitment (the "**Supplemental Report**"). Purchaser shall have the right to review and approve any new items appearing in the Supplemental Report. Purchaser shall deliver notice of approval or disapproval of the items set forth in the Supplemental Report to Seller within three (3) business days after the delivery of the Supplemental Report. The failure of Purchaser to deliver notice of disapproval within said three (3) business day period shall be deemed to be Purchaser's approval of the Supplemental Report. In the event Purchaser delivers notice of disapproval, Seller shall have three (3) business days after receipt of Purchaser's notice to deliver notice as to whether Seller intends to remove, satisfy or otherwise cure any or all of the items in the Supplemental Report disapproved by Purchaser by Closing. Seller shall conclusively be deemed to have elected not to cure or remove each such item ("**Disapproved Exceptions**") for

which Seller fails to notify Purchaser of its intention to cure or remove within such three (3) business day period. If Seller does not elect to cure or remove any Disapproved Exception within such three (3) business day period, Purchaser shall elect by notice to Seller within two (2) business days after expiration of such three (3) business day period to either (i) waive the Disapproved Exception, in which event the Disapproved Exception shall become a Permitted Exception (and failure of Purchaser to provide such notice within the two (2) business day period shall be deemed to be Purchaser's election to proceed under this clause (i)), or (ii) terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser by the Escrow Agent, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of Agreement. Closing shall be extended as necessary to provide for the notice and response periods set forth above.

**2.4 Conveyance of Title.** At Closing, Seller shall convey and transfer to Purchaser title to the Property by Deed (as defined in Section 4.2(a)) subject only to the Permitted Exceptions and the standard preprinted exceptions in the Title Company's standard form of owner's title policy. At Closing, Seller shall cause the Title Company to issue to Purchaser an A.L.T.A. Owner's Policy of Title Insurance (or the Title Company's irrevocable commitment to issue such policy) in the same form as the Title Commitment, unless revised in accordance with this Agreement or otherwise upon Purchaser's prior written approval (the "**Title Policy**"), covering the Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions and the standard preprinted exceptions in the Title Company's extended form of owner's title policy. Notwithstanding anything to the contrary specified herein, Purchaser shall be responsible for providing the Survey, delivering the same to the Title Company and providing any other information or documentation required by the Title Company in order for the Title Company to issue to Purchaser at Closing an extended coverage A.L.T.A. Owner's Policy of Title Insurance (the "**Extended Coverage Conditions**"). Seller shall deliver to Escrow Agent such additional documents as the Title Company requires from Seller in order to issue Purchaser the Title Policy, including, but not limited to, an owner's/seller's affidavit.

**2.5 Acknowledgement of Purchaser's Appraisal.** As of the Effective Date of this Agreement Purchaser has obtained an appraisal of the Property ("**Appraisal**") from an MAI appraiser of its selection.

### **ARTICLE III** **PROPERTY DOCUMENTS; INSPECTION PERIOD**

**3.1 Property Documents.** Within three (3) business days after the Effective Date, Seller shall provide to Purchaser disclosure materials made available by Seller pertaining to the condition and/or operation of the Property, including, without limitation, all Contracts, Leases, and written evidence of Personal Property and Intangible Property, land use permits, studies, analyses and entitlements related to the Property (collectively, the "**Property Documents**").

**3.2 Inspection Period.** Commencing on the Effective Date and continuing until 11:59 P.M., Pacific time on the date that is ninety (90) days after the Effective Date (hereinafter referred to as the "**Inspection Period**"), Purchaser shall have the right, at Purchaser's expense, to make physical inspections of the Property pursuant to Section 3.3 below.

**3.3 Property Inspection Conditions.** Upon reasonable prior notice to Seller, Purchaser shall have the right, at Purchaser's expense, to make physical inspections of the Property at times and at locations reasonably convenient to Purchaser in order to make the determination of suitability as provided in this Section 3.3, provided that such inspection activities do not unreasonably interfere with Seller's use of, or obligations relating to, the Property. In addition, Purchaser and Purchaser's representatives and authorized agents shall have the right, upon reasonable prior notice to Seller, to enter on the Property from the Effective Date to the Closing Date (defined below) or the earlier termination of this Agreement, to undertake inspections and investigations and make such tests, surveys and other studies of the Property as Purchaser deems appropriate, provided that such inspections, investigations or tests do not unreasonably interfere with Seller's use of, or obligations relating to, the Property. Purchaser's physical inspection and testing activities of the Property shall be conditioned upon the following: (a) Purchaser shall cooperate with and adhere to all reasonable requirements of Seller that affect the timing of all such activities; (b) Purchaser shall not conduct any drilling or other invasive testing on the Property without the prior written consent of Seller, not to be unreasonably withheld, conditioned or delayed; provided, however, that Purchaser may perform a Phase II Environmental Site Assessment; and (c) Seller shall provide Purchaser and Purchaser's representatives with reasonable access to the Property at reasonable business hours for such purposes; (d) Purchaser shall bear the entire cost of all tests and studies performed by Purchaser or at Purchaser's direction; and (e) Purchaser agrees at its sole cost to restore the Property to substantially the condition it was in immediately prior to such inspections, including, but not limited to the immediate removal of anything placed on the Property in connection with such inspections (Sections 3.3(a) - (e) shall hereinafter be referred to as the "**Property Inspection Conditions**"). Seller shall permit and provide access for Purchaser, at Purchaser's sole cost and expense, to contact and have discussions with any contractors or consultants who have performed any work or inspections relating to the Property, and Seller shall permit Purchaser to contact and discuss development of the Property with the permitting jurisdiction and all relevant governmental agencies. For the avoidance of doubt, Purchaser shall pay all fees, costs and expenses of any contractors or consultants contacted by Purchaser as contemplated herein. Following Seller's written request, copies of any reports, if any, generated as a result of such inspections shall be provided to Seller if the sale contemplated by this Agreement does not close for any reason.

**3.4 Property Indemnity Conditions.** Purchaser shall defend, indemnify and hold Seller and the Property harmless from any and all costs, expenses, claims, losses, liabilities and demands arising from the exercise of these rights referred to in this Section 3.4, except with respect to Property conditions that existed before Purchaser's exercise of these rights (but, with respect to any such pre-existing conditions, Purchaser's indemnification obligations shall include any liabilities and expenses arising out of the exacerbation of such conditions caused by Purchaser's activities). Notwithstanding anything to the contrary in this Agreement, Purchaser's liability under this Section 3.4 shall survive the termination of this Agreement.

**3.5 Right of Termination or Confirmation of Purchase.** Seller agrees that in the event Purchaser determines (such determination to be made in Purchaser's sole discretion, and which may be made for any reason or no reason at all) that the Property is not suitable for Purchaser's purposes, then Purchaser shall have the right to terminate this Agreement prior to the expiration of the Inspection Period. If Purchaser fails to give a notice of approval of its review of the Property ("**Approval Notice**") to Seller within the Inspection Period, Purchaser shall be deemed to have elected to terminate this Agreement and the Earnest Money shall be returned to Purchaser. If

Purchaser does deliver to Seller the Approval Notice prior to the expiration of the Inspection Period, the Earnest Money shall be non-refundable and applicable towards the Purchase Price, except as otherwise expressly provided herein and this Agreement shall continue in full force and effect.

**3.6 Seller Disclosure Statement.** The Property constitutes “unimproved residential real property” as defined in RCW 64.06.005. Pursuant to RCW 64.06.020, Seller shall provide to Purchaser the seller disclosure statement required pursuant thereto, the form of which is attached hereto as **Exhibit B** (the “**Disclosure Statement**”). The Parties hereto acknowledge and agree that the Disclosure Statement shall be considered part of this Agreement.

**ARTICLE IV**  
**CLOSING**

**4.1 Time and Place.**

(a) The consummation of the transactions contemplated hereunder (“**Closing**”) shall occur on a date mutually agreed upon by Seller and Purchaser, but not later than the date that is twenty (20) business days after the date on which Purchaser delivers the Approval Notice pursuant to **Section 3.5** (the “**Closing Date**”).

**4.2 Seller’s Obligations at Closing.** On or before the Closing Date, Seller shall:

(a) Deliver to Escrow Agent a duly executed Statutory Warranty Deed (the “**Deed**”) in recordable form, conveying the Real Property to Purchaser, subject only to the Permitted Exceptions;

(b) Deliver to Escrow Agent such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(c) Delivery to Escrow Agent an affidavit duly executed by Seller stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax;

(d) Immediately after completion of the Closing, deliver to Purchaser possession and occupancy of the Property, subject only to the Permitted Exceptions; and

(e) Deliver to Purchaser and Escrow Agent such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement, including a standard Title Company form of owner’s affidavit, but Seller makes no representation that the Title Company will be able to issue extended coverage to Purchaser and the Closing is not contingent on Purchaser being able to obtain extended coverage.

**4.3 Purchaser’s Obligations at Closing.** On or before the Closing Date, Purchaser shall:

(a) Pay to Escrow Agent the full amount of the Purchase Price as increased or decreased by prorations and adjustments as herein provided, less the Earnest Money, and less interest accrued thereon, by wire transfer of immediately available federal funds;

(b) Deliver to Escrow Agent and Seller such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser; and

(c) Deliver to Escrow Agent and Seller such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

**4.4 Credits and Prorations.** Real estate property taxes shall be apportioned with respect to the Property as of 12:01 a.m., on the Closing Date, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing and Purchaser shall pay the taxes and assessments prior to their becoming delinquent. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves within thirty (30) days following Closing when such final amounts are known.

**4.5 Closing Costs.**

(a) Seller shall pay (i) the fees of any counsel representing Seller in connection with this transaction; (ii) one-half (½) of any escrow fee which may be charged by the Escrow Agent or Title Company; (iii) the standard coverage portions of the Title Policy to be issued to Purchaser by the Title Company at Closing; and (iv) any real estate commissions owed by Seller pursuant to Section 8.1 below.

(b) Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction; (ii) the extended coverage portion of the Title Policy to be issued to Purchaser by the Title Company at Closing as well as any additional endorsements issued by the Title Company; (iii) one-half (½) of any escrow fees charged by the Escrow Agent or Title Company; and (iv) the cost of any recording fees for recording the Deed.

(c) All other costs and expenses incident to this action and the Closing shall be apportioned by the parties equally in accordance with local custom.

**ARTICLE V**  
**REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES**

**5.1 Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Purchaser as of the Effective Date and at Closing, except as otherwise disclosed to Purchaser in the Property Documents or discovered by Purchaser in connection with its inspections during the Inspection Period:

(a) **Authority and Ownership.** Seller has the full right and authority to enter into this Agreement, to transfer all of the Property to Purchaser, and to consummate, or cause to be consummated, the transactions contemplated herein. The person or persons signing this Agreement on behalf of Seller are authorized to do so.

(b) Pending Actions. To Seller's actual knowledge, there are no actions, suits, arbitrations, unsatisfied orders or judgments, or governmental investigations pending or threatened in writing against the Property or the transaction contemplated by this Agreement, except as disclosed in writing to Purchaser.

(c) Leases. There are no parties other than Seller in possession of any portion of the Property or improvements thereon as lessees, licensees, tenants, claimants to any right of possession or ownership or trespassers.

(d) Property Documents. The documents to be delivered to Purchaser under this Agreement, including the Property Documents, are complete and correct copies of the same. Seller has no actual knowledge of any other documents, correspondence, or other materials that could have a material impact on the Property except for the Property Documents.

(e) Outstanding Agreements. There are no outstanding agreements of sale, options or any other rights of third parties to acquire or use the Property or to any interest therein, except for the Permitted Exceptions. There are no contracts applicable to the Property that will survive Closing.

(f) Hazardous Materials. To Seller's actual knowledge, there are no, and have been no, releases of Hazardous Substances on or about the Property. To Seller's actual knowledge, there are no pending proceedings or inquiries by any governmental body with respect to the Property. For purposes of this Agreement, "**Hazardous Substances**" shall refer to the definition provided under the Model Toxics Control Act, Chapter 70.105D RCW and Chapter 173-340 WAC, as amended or revised after the Effective Date.

(g) Mechanic's Liens. There are no contractors, subcontractors, materials suppliers, or any other third parties that are unpaid, that have provided Seller with notice of a claim of lien, or that otherwise have any other rights to impose, enforce, file, record, or foreclose a lien against the Real Property pursuant to RCW 60.04 or otherwise.

**5.2 Representations and Warranties of Purchaser**. Purchaser hereby represents and warrants to Seller that Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite actions necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by Closing will have been, taken, and Purchaser has the financial capability to consummate the Closing. The person signing this Agreement on behalf of Purchaser is authorized to do so.

**5.3 Indemnification by Seller**. Seller agrees to indemnify, defend and hold Purchaser, its successors and assigns, members, managers, shareholders, officers, directors and/or employees of each of them, harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, including, without limitation, attorneys' fees, arising from any misrepresentation or breach of any warranty or covenant by Seller in this Agreement.

**5.4 Survival**. The provisions of this Section 5 shall survive Closing and the delivery of the Deed for twelve (12) months.

**ARTICLE VI**  
**CONDEMNATION**

**6.1 Purchaser's Elections.** In the event condemnation proceedings are commenced against all of the Property or any material portion thereof (and for this purpose, "material" is defined as a proposed condemnation which would reasonably be expected to be valued at more than Fifty Thousand and No/100 Dollars (\$50,000.00) or would have a material adverse impact on Purchaser's intended development or use of the Property as communicated by Purchaser or Purchaser's Broker (as defined below) to Seller on or before the Effective Date hereof, Purchaser may elect, on notice to Seller within fifteen (15) days after receipt of notice of the commencement of such proceedings either: (i) to terminate this Agreement in which case the Earnest Money shall be returned to Purchaser by the Escrow Agent, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of Agreement; or (ii) to proceed to Closing in which case Seller shall at Closing assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any condemnation awards relating thereto, less any costs and expenses reasonably incurred by Seller from the date of the commencement of such condemnation through the date of Closing relating to such condemnation. If Purchaser does not make such an election within fifteen (15) days after the commencement of condemnation proceedings, Purchaser shall be deemed to have elected to proceed under clause (ii) above.

**ARTICLE VII**  
**DEFAULT**

**7.1 Liquidated Damages.** IF THE CLOSING IS NOT CONSUMMATED DUE TO ANY DEFAULT BY PURCHASER HEREUNDER, AND PURCHASER FAILS TO CURE SUCH DEFAULT WITHIN FIVE (5) BUSINESS DAYS AFTER PURCHASER'S RECEIPT OF WRITTEN NOTICE FROM SELLER SPECIFYING SUCH BREACH (PROVIDED, HOWEVER, THAT THE FOREGOING NOTICE AND CURE RIGHTS SHALL NOT APPLY TO PURCHASER'S FAILURE TO CLOSE ON THE CLOSING DATE), THEN SELLER, AS ITS SOLE REMEDY, SHALL RETAIN THE EARNEST MONEY AND EXTENSION OPTION FEES (IF ANY) AS LIQUIDATED DAMAGES, WHICH RETENTION SHALL OPERATE TO TERMINATE THIS AGREEMENT AND RELEASE PURCHASER FROM ANY AND ALL LIABILITY HEREUNDER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE DUE TO PURCHASER'S DEFAULT, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE EARNEST MONEY AND EXTENSION OPTION FEES IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION. THE FOREGOING IS NOT INTENDED TO LIMIT PURCHASER'S SURVIVING OBLIGATIONS,

**INCLUDING BUT NOT LIMITED TO ITS INDEMNIFICATION OBLIGATIONS, UNDER THIS AGREEMENT.**

**7.2 Seller Default.** In the event of a Seller Default, Purchaser shall provide Seller with written notice of such default and Seller shall have five (5) business days after Seller's receipt from Purchaser of such written notice to cure such default, or if such default cannot be cured in such period, to commence the cure during such period and thereafter diligently complete such cure. If after such notice, the Closing fails to occur due to such Seller Default, Purchaser may elect to either (i) terminate this Agreement and receive the return of the Earnest Money and any Extension Option Fees paid to Seller; or (ii) commence an action against Seller for specific performance of its obligations under this Agreement. Any such action for specific performance must be commenced within sixty (60) days after the then scheduled Closing Date. In no event shall Seller be liable to Purchaser for any lost profits or other consequential or special damages. If Purchaser elects to terminate this Agreement, (a) this Agreement shall not be terminated automatically, but only upon delivery to Escrow Agent and Seller of written notice of termination from Purchaser; and (b) Escrow Agent shall return all sums (including the Earnest Money and all interest earned thereon while held in escrow) deposited by Purchaser. As used in this Agreement, a "**Seller Default**" shall mean (i) the failure by the Seller to deliver the Deed; (ii) the failure by the Seller to discharge, satisfy, release or terminate the matters of record Seller is required to remove from title as set forth herein above; (iii) any material breach of representation, warranty or covenant of Seller hereunder, or (iv) the failure by the Seller to perform any of Seller's other obligations under this Agreement.

**ARTICLE VIII**  
**BROKERS**

**8.1 Brokers.** Seller represents to Purchaser that Seller has not engaged a real estate broker or agent with respect to this transaction. Purchaser represents to Seller that Long Bay Enterprises Inc. ("**Purchaser's Broker**") is the only real estate broker that Purchaser has engaged or dealt with in connection with this transaction, and that Purchaser is obligated to pay a real estate consulting fee to Purchaser's Broker pursuant to a separate agreement. Each party shall indemnify, defend and hold the other harmless with respect to claims for real estate brokerage commissions or finder's fee for which such party is allegedly obligated. Without limiting the generality of the foregoing, Purchaser shall indemnify, defend and hold Seller harmless with respect to any claims by Purchaser's Broker for real estate brokerage commissions or finder's fee. The provisions of this Section 8.1 shall survive Closing.

**ARTICLE IX**  
**AS-IS PURCHASE AND SALE**

**9.1** At or before the end of the Inspection Period, Purchaser will have approved the physical and environmental characteristics and condition of the Property, as well as the economic characteristics of the Property. Purchaser hereby waives any and all defects in the physical, environmental and economic characteristics and condition of the Property which would be disclosed by such inspection. Purchaser further acknowledges that neither Seller nor any other person or entity acting on behalf of Seller, except as otherwise expressly provided in Section 5.1, have made any representations, warranties or agreements (express or implied) by or on behalf of Seller as to any matters concerning the Property, the economic results to be obtained or predicted, or the present use

thereof or the suitability for Purchaser's intended use of the Property, including, without limitation, the following: the size or acreage of the Property; the suitability of the topography; the availability of water rights or utilities; the present and future zoning, subdivision and any and all other land use matters; the condition of the soil, subsoil, or groundwater; the purpose(s) to which the Property is suited; drainage; flooding; access to public roads; or proposed routes of roads or extensions thereof. Purchaser acknowledges and agrees that the Property is to be purchased, conveyed and accepted by Purchaser in its present condition, "AS-IS" and that no patent or latent defect in the physical or environmental condition of the Property whether or not known or discovered, shall affect the rights of either party hereto. Any documents furnished to Purchaser by Seller relating to the Property including, without limitation, service agreements, management contracts, maps, surveys, reports and other information shall be deemed furnished as a courtesy to Purchaser but without warranty from Seller. All work done in connection with preparing the Property for the uses intended by Purchaser including any and all fees, studies, reports, approvals, plans, surveys, permits, and any expenses whatsoever necessary or desirable in connection with Purchaser's acquiring, developing, using and/or operating the Property shall be obtained and paid for by, and shall be the sole responsibility of, Purchaser. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations including land use laws and regulations to which the Property may be subject and shall acquire the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Purchaser has neither received nor relied upon any representations concerning such laws and regulations from Seller. Except for claims of fraud or willful misrepresentation on the part of Seller, and except for those representations and warranties expressly set forth herein, Purchaser, on behalf of itself and its employees, agents, successors and permitted assigns, attorneys and other representatives, and each of them, hereby releases Seller from and against any and all claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever, whether alleged under any statute, common law or otherwise, directly or indirectly, arising out of or related to the condition, operation or economic performance of the Property.

#### ARTICLE X MISCELLANEOUS

**10.1 Public Disclosure.** Prior to Closing, any release to any third party, except for the Escrow Agent, the Title Company, the permitting jurisdiction and all relevant governmental agencies, or Seller's or Purchaser's attorneys, accountants, engineers and confidential advisors, of information with respect to the sale contemplated herein or any matters set forth in this Agreement, will be made only in the form approved by Purchaser and Seller and their respective counsel; provided, however, that Seller acknowledges that Purchaser is a public entity, that Purchaser will have already held public hearings concerning this transaction, and that Purchaser may be required to disclose or otherwise release information about this Agreement and this transaction pursuant to applicable public disclosure or other laws in the State of Washington.

**10.2 Notices.** Any notice pursuant to this Agreement shall be given in writing by (i) personal delivery, (ii) nationally recognized overnight delivery service with proof of delivery, or (iii) legible facsimile transmission sent to the intended addressee at the address set forth below and receipt confirmed by telephone, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of delivery or, in the case of facsimile transmission, as

of the date of the facsimile transmission (or, if such date is not a business day, then on the next business day) provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (i) or (ii) above. In addition, notice may be given by email at the email address set forth hereinbelow for the party to whom notice is given, and such notice shall be deemed given and served upon transmission so long as such notice is also given by no later than the following business day via a method provided for in (i) through (iii) above. Unless changed in accordance with the preceding sentence, the addresses for notice given pursuant to this Agreement shall be:

If to Purchaser:           City of Sammamish  
                                   Angela Feser  
                                   Parks and Recreation Director  
                                   801 228<sup>th</sup> Ave, SE  
                                   Sammamish, WA 98075  
                                   afeser@sammamish.us

With a copy to:           Mike Kenyon  
                                   Kenyon and Disend  
                                   11 Front Street S  
                                   Issaquah, WA 98027  
                                   mike@kenyondisend.com

If to Seller:                Alan Yates and Linda Tweedie  
                                   15708 232<sup>nd</sup> Ave NE  
                                   Woodinville, WA 98077  
                                   alany@msn.com

**10.3 Binding Effect.** This Agreement shall not be binding in any way upon Seller and Purchaser unless and until Seller and Purchaser shall execute and deliver this Agreement.

**10.4 Modifications.** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

**10.5 Business Days.** References to “business days” herein shall mean any day except Saturday, Sunday or day on which commercial banks located in Seattle, Washington, are authorized or required by law to be closed for business. If the Closing Date or the day for performance of any act required under this Agreement falls on a day which is not a business day, then the Closing Date or the day for such performance, as the case may be, shall be the next following regular business day. The final day of any such period shall be deemed to end at 5:00 p.m. Pacific time unless otherwise specifically stated.

**10.6 Successors and Assigns.** The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

**10.7 Entire Agreement.** This Agreement, including the exhibits and documents to be delivered at Closing, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

**10.8 Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property. The provisions of this Section 10.8 shall survive the Closing.

**10.9 Counterparts.** This Agreement may be executed in counterparts and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Fax copies of signatures shall be treated for all purposes as original signatures.

**10.10 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

**10.11 Applicable Law.** This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with the substantive federal laws of the United States and the laws of the State of Washington. Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state in which the Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state in which the Property is located. Purchaser and Seller agree that the provisions of this Section 10.11 shall survive Closing.

**10.12 No Third Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

**10.13 Survival.** The terms of this Agreement shall survive the Closing, or any termination of this Agreement prior thereto, and shall not be merged into the execution and delivery of the Deed; provided, however, that the representations and warranties of Seller and Purchaser in Article 5 shall survive the Closing for a period of twelve (12) months.

**10.14 Attorneys' Fees.** In the event any dispute between Purchaser and Seller should result in litigation, arbitration or mediation, the substantially prevailing party shall be reimbursed for all

reasonable costs incurred in connection with such action, including, without limitation, reasonable attorneys' fees.

**10.15 Time is of the Essence.** Time is of the essence in this Agreement and each of its provisions.

*[Remainder of page intentionally left blank; separate signature page attached.]*

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

**PURCHASER:**

**CITY OF SAMMAMISH**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**SELLER:**

By: 

Name: Alan Yates & Linda Tweedie

Its: 766 Wealth Trust

Date: 3-1-20

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON AND IS DESCRIBED AS FOLLOWS:

TRACT A, ASSESSOR'S PLAT OF TAMARACK DIVISIONS 1-3, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 76 OF PLATS, PAGES 36 AND 37, IN KING COUNTY, WASHINGTON;

EXCEPT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A;  
THENCE SOUTH  $89^{\circ} 17' 17''$  EAST ALONG THE NORTH LINE THEROF, 424.83 FEET;  
THENCE SOUTH  $0^{\circ} 51' 36''$  WEST 35 FEET, MORE OR LESS, TO CENTERLINE OF EXISTING CREEK;  
THENCE SOUTHWESTERLY ALONG SAID CENTERLINE TO INSERSECTION OF WEST LINE OF SAID TRACT A;  
THENCE NORTH  $0^{\circ} 40' 28''$  EAST 310 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

Form 17  
Seller Disclosure Statement  
Rev. 7/19  
Page 1 of 6

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

©Copyright 2019  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

**SELLER:** \_\_\_\_\_  
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

**INSTRUCTIONS TO THE SELLER**  
Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

**NOTICE TO THE BUYER**  
THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT \_\_\_\_\_, CITY \_\_\_\_\_.

STATE \_\_\_\_\_, ZIP \_\_\_\_\_, COUNTY \_\_\_\_\_, (THE PROPERTY) OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER  IS/  IS NOT OCCUPYING THE PROPERTY.

**I. SELLER'S DISCLOSURES:**  
\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE	YES	NO	DONT KNOW	NA
A. Do you have legal authority to sell the property? If no, please explain. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Are there any written agreements for joint maintenance of an easement or right-of-way? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Is there any study, survey project, or notice that would adversely affect the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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	YES	NO	DONT KNOW	N/A	
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52 53 54 55
*J. Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
*K. Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					58 59 60 61
<b>2. WATER</b>					62
<b>A. Household Water</b>					63
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system					64 65
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67 68
* (3) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(4) During your ownership, has the source provided an adequate year-round supply of potable water? .. If no, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70 71
* (5) Are there any water treatment systems for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					73
* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
* (b) If yes, has all or any portion of the water right not been used for five or more successive years? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
<b>B. Irrigation Water</b>					79
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80 81
* (a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82 83
* (b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .. If so, please identify the entity that supplies water to the property: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86 87 88
<b>C. Outdoor Sprinkler System</b>					89
(1) Is there an outdoor sprinkler system for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90
* (2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
* (3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>					93
<b>A. The property is served by:</b>					94
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					95
<input type="checkbox"/> Other disposal system					96
Please describe: _____					97

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	YES	NO	DONT KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: .....					100
					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
					103
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	105
(2) When was it last pumped? .....					106
*(3) Are there any defects in the operation of the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107
(4) When was it last inspected? .....					108
By whom: .....					109
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms					110
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
If no, please explain: .....					112
					113
*F. Have there been any changes or repairs to the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
If no, please explain: .....					116
					117
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	118
					119
					120
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121
					122
					123
<b>4. STRUCTURAL</b>					124
*A. Has the roof leaked within the last 5 years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*C. Have there been any conversions, additions or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
D. Do you know the age of the house? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
If yes, year of original construction: .....					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			134
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			135
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			136
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			137
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			138
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			139
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			140
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			141
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other			142
*G. Was a structural pest or "whole house" inspection done? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
If yes, when and by whom was the inspection completed? .....					144
					145
H. During your ownership, has the property had any wood destroying organism or pest infestation? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
I. Is the attic insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
J. Is the basement insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148

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	YES	NO	DONT KNOW	N/A	149
<b>5. SYSTEMS AND FIXTURES</b>					150
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					151
Electrical system, including wiring, switches, outlets, and service .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot water tank .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Heating and cooling systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Other.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					161
Security System: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
Tanks (type): .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Satellite dish: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
*C. Are any of the following kinds of wood burning appliances present at the property?					166
(1) Woodstove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
(2) Fireplace insert? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(3) Pellet stove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(4) Fireplace? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
F. Is the property equipped with smoke detection devices? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)					175
					176
					177
					178
					179
					180
					181
					182
<b>6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>					183
A. Is there a Homeowners' Association? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	184
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					185
B. Are there regular periodic assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	186
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					187
<input type="checkbox"/> Other: _____					188
*C. Are there any pending special assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	189
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	190
					191
					192
					193
<b>7. ENVIRONMENTAL</b>					194
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	195
*B. Does any part of the property contain fill dirt, waste, or other fill material?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	196
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	197
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	198
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	199
					200
					201
					202
					203
*F. Has the property been used for commercial or industrial purposes?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204

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**II. NOTICES TO THE BUYER**

- 1. SEX OFFENDER REGISTRATION** 255  
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 256  
AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 257  
AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 258
- 2. PROXIMITY TO FARMING/WORKING FOREST** 259  
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 260  
CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 261  
INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 262  
UNDER RCW 7.49.305, THE WASHINGTON RIGHT TO FARM ACT. 263
- 3. OIL TANK INSURANCE** 264  
THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 265  
AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 266  
INSURANCE AGENCY. 267

**III. BUYER'S ACKNOWLEDGEMENT**

- 1. BUYER HEREBY ACKNOWLEDGES THAT:** 269
  - A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by 270  
utilizing diligent attention and observation. 271
  - B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 272  
not by any real estate licensee or other party. 273
  - C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 274  
provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 275
  - D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 276
  - E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 277  
received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 278
  - F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 279

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 281  
ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 282  
AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 283  
SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 284  
DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 285  
MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 286

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 287  
THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 288  
LICENSEE OR OTHER PARTY. 289

\_\_\_\_\_  
Buyer Date Buyer Date 290  
291

- 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER** 292  
Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 293  
waives Buyer's right to revoke Buyer's offer based on this disclosure. 294

\_\_\_\_\_  
Buyer Date Buyer Date 295  
296

- 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT** 297  
Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 298  
However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 299  
the receipt of the "Environmental" section of the Seller Disclosure Statement. 300

\_\_\_\_\_  
Buyer Date Buyer Date 301  
302

\_\_\_\_\_  
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NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**II. BUYER'S ACKNOWLEDGMENT**

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE REAL PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

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

**EXHIBIT A to Disclosure Statement**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON AND IS DESCRIBED AS FOLLOWS:

KING COUNTY TAX PARCEL # 856290210009

TRACT A, ASSESSOR'S PLAT OF TAMARACK DIVISIONS 1-3, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 76 OF PLATS, PAGES 36 AND 37, IN KING COUNTY, WASHINGTON;

EXCEPT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A;  
THENCE SOUTH 89° 17'17" EAST ALONG THE NORTH LINE THEROF, 424.83 FEET;  
THENCE SOUTH 0° 51'36" WEST 35 FEET, MORE OR LESS, TO CENTERLINE OF EXISTING CREEK;  
THENCE SOUTHWESTERLY ALONG SAID CENTERLINE TO INSERSECTION OF WEST LINE OF SAID TRACT A;  
THENCE NORTH 0° 40'28" EAST 310 FEET TO THE POINT OF BEGINNING.

145960583.4

25

EXHIBIT B

Form 17
Seller Disclosure Statement
Rev. 7/19
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SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

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SELLER: \_\_\_\_\_

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.08 for further information.

INSTRUCTIONS TO THE SELLER
Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER
THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT \_\_\_\_\_, CITY \_\_\_\_\_, STATE \_\_\_\_\_, ZIP \_\_\_\_\_, COUNTY \_\_\_\_\_, (THE PROPERTY) OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.
THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER  IS/  IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:
\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

Table with columns: YES, NO, DONT KNOW, N/A. Rows include: 1. TITLE, A. Do you have legal authority to sell the property?, B. Is title to the property subject to any of the following? (1) First right of refusal, (2) Option, (3) Lease or rental agreement, (4) Life estate?, C. Are there any encroachments, boundary agreements, or boundary disputes?, D. Is there a private road or easement agreement for access to the property?, E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?, F. Are there any written agreements for joint maintenance of an easement or right-of-way?, G. Is there any study, survey project, or notice that would adversely affect the property?, H. Are there any pending or existing assessments against the property?

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_ SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

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	YES	NO	DONT KNOW	N/A	52
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53
*J. Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*K. Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.80.224.					56
					57
					58
					59
					60
					61
<b>2. WATER</b>					62
<b>A. Household Water</b>					63
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					64
<input type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system					65
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
* (3) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
(4) During your ownership, has the source provided an adequate year-round supply of potable water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
If no, please explain: _____					70
* (5) Are there any water treatment systems for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					72
* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74
* (b) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
					77
					78
<b>B. Irrigation Water</b>					79
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80
* (a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
* (b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	83
(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
If so, please identify the entity that supplies water to the property: _____					85
					86
					87
					88
<b>C. Outdoor Sprinkler System</b>					89
(1) Is there an outdoor sprinkler system for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90
* (2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
* (3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>					93
<b>A. The property is served by:</b>					94
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					95
<input type="checkbox"/> Other disposal system					96
Please describe: _____					97

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	YES	NO	DONT KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: .....					100
					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
D. If the property is connected to an on-site sewage system:					103
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	104
*(2) When was it last pumped? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	105
*(3) Are there any defects in the operation of the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107
*(4) When was it last inspected? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	108
By whom: .....					109
*(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms					110
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
If no, please explain: .....					112
					113
*F. Have there been any changes or repairs to the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
If no, please explain: .....					116
					117
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	118
					119
					120
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121
					122
					123
<b>4. STRUCTURAL</b>					
*A. Has the roof leaked within the last 5 years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*C. Have there been any conversions, additions or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
D. Do you know the age of the house? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
If yes, year of original construction: .....					130
					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			134
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			135
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			136
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			137
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			138
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			139
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			140
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			141
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other			142
*G. Was a structural pest or "whole house" inspection done? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
If yes, when and by whom was the inspection completed? .....					144
					145
H. During your ownership, has the property had any wood destroying organism or pest infestation? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
I. Is the attic insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
J. Is the basement insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148

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	YES	NO	DONT KNOW	N/A	149
<b>5. SYSTEMS AND FIXTURES</b>					150
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					151
Electrical system, including wiring, switches, outlets, and service .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot water tank .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Heating and cooling systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Other .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					161
Security System: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
Tanks (type): .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Satellite dish: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
*C. Are any of the following kinds of wood burning appliances present at the property?					166
(1) Woodstove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
(2) Fireplace insert? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(3) Pellet stove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(4) Fireplace? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.53D, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
F. Is the property equipped with smoke detection devices? (Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174
<b>6. HOMEOWNERS' ASSOCIATION/Common INTERESTS</b>					175
A. Is there a Homeowners' Association? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, firing policy, and other information that is not publicly available: _____					177
B. Are there regular periodic assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	178
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					179
<input type="checkbox"/> Other: _____					180
*C. Are there any pending special assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	181
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	182
<b>7. ENVIRONMENTAL</b>					183
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	184
*B. Does any part of the property contain fill dirt, waste, or other fill material? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	185
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	186
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	187
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	188
*F. Has the property been used for commercial or industrial purposes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	189

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	205
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
*I. Has the property been used as a legal or illegal dumping site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	209
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
*K. Are there any radio towers in the area that cause interference with cellular telephone reception? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	211
<b>8. LEAD BASED PAINT (Applicable if the house was built before 1978).</b>					212
<b>A. Presence of lead-based paint and/or lead-based paint hazards (check one below):</b>					213
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					214
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					215
<b>B. Records and reports available to the Seller (check one below):</b>					216
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____					217
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					218
<b>9. MANUFACTURED AND MOBILE HOMES</b>					219
If the property includes a manufactured or mobile home,					220
<b>*A. Did you make any alterations to the home? .....</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	221
If yes, please describe the alterations: _____					222
<b>*B. Did any previous owner make any alterations to the home? .....</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	223
<b>*C. If alterations were made, were permits or variances for these alterations obtained? .....</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	224
<b>10. FULL DISCLOSURE BY SELLERS</b>					225
<b>A. Other conditions or defects:</b>					226
*Are there any other existing material defects affecting the property that a prospective buyer should know about? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	227
<b>B. Verification</b>					228
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					229
_____ Seller					230
_____ Date					231
_____ Seller					232
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_____ Date					253
_____ Date					254

If the answer is "Yes" to any asterisked (\*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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**II. NOTICES TO THE BUYER**

- 1. SEX OFFENDER REGISTRATION** 255  
 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 256  
 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 257  
 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 258  
 259
- 2. PROXIMITY TO FARMING/WORKING FOREST** 260  
 THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 261  
 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 262  
 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 263  
 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 264
- 3. OIL TANK INSURANCE** 265  
 THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 266  
 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 267  
 INSURANCE AGENCY. 268

**III. BUYER'S ACKNOWLEDGEMENT**

- 1. BUYER HEREBY ACKNOWLEDGES THAT:** 269
  - A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by 270  
 utilizing diligent attention and observation. 271
  - B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 272  
 not by any real estate licensee or other party. 273
  - C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 274  
 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 275
  - D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 276
  - E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 277  
 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 278
  - F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 279  
 280

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 281  
 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 282  
 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 283  
 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 284  
 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 285  
 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 286

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 287  
 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 288  
 LICENSEE OR OTHER PARTY. 289

\_\_\_\_\_  
 Buyer Date Buyer Date 290  
 291

- 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER** 292  
 Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 293  
 waives Buyer's right to revoke Buyer's offer based on this disclosure. 294

\_\_\_\_\_  
 Buyer Date Buyer Date 295  
 296

- 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT** 297  
 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 298  
 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 299  
 the receipt of the "Environmental" section of the Seller Disclosure Statement. 300

\_\_\_\_\_  
 Buyer Date Buyer Date 301  
 302

\_\_\_\_\_  
 SELLER'S INITIALS Date SELLER'S INITIALS Date

NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**II. BUYER'S ACKNOWLEDGMENT**

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE REAL PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

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

**EXHIBIT A to Disclosure Statement**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON AND IS DESCRIBED AS FOLLOWS:

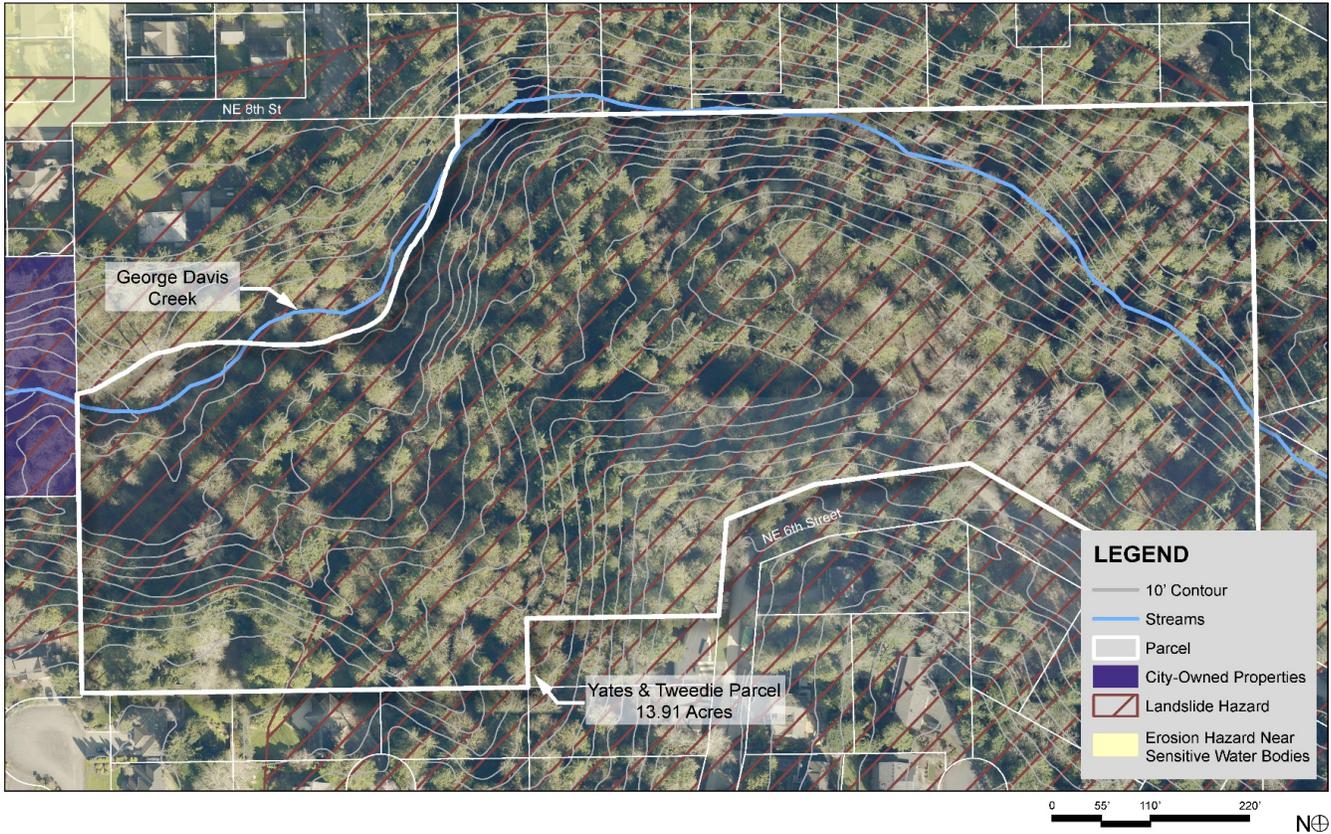
KING COUNTY TAX PARCEL # 856290210009

TRACT A, ASSESSOR'S PLAT OF TAMARACK DIVISIONS 1-3, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 76 OF PLATS, PAGES 36 AND 37, IN KING COUNTY, WASHINGTON;

EXCEPT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A;  
THENCE SOUTH  $89^{\circ} 17' 17''$  EAST ALONG THE NORTH LINE THEROF, 424.83 FEET;  
THENCE SOUTH  $0^{\circ} 51' 36''$  WEST 35 FEET, MORE OR LESS, TO CENTERLINE OF EXISTING CREEK;  
THENCE SOUTHWESTERLY ALONG SAID CENTERLINE TO INSERSECTION OF WEST LINE OF SAID TRACT A;  
THENCE NORTH  $0^{\circ} 40' 28''$  EAST 310 FEET TO THE POINT OF BEGINNING.

**Exhibit 2**  
**Property Map**



# Agenda Bill

City Council Regular Meeting  
March 17, 2020



<b>SUBJECT:</b>	Letter supporting Metro's Proposed Regional Transit Funding Levy		
<b>DATE SUBMITTED:</b>	March 05, 2020		
<b>DEPARTMENT:</b>	Public Works		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Shall the Council approve a letter in support of Metro's Proposed Regional Transit Funding Levy?		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Sammamish 10 year ridership</a> <a href="#">2. Exhibit 2 - Key Metro Policies</a> <a href="#">3. Exhibit 3 - Draft Mobility Framework Summary</a>		
<b>BUDGET:</b>			
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
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

**NEEDED FROM COUNCIL:**

Shall the Council approve a letter in support of Metro's Proposed Regional Transit Funding Levy?

**KEY FACTS AND INFORMATION SUMMARY:**

King County Metro is working with the King County Transportation District (KCTD) to develop a proposed County-wide transit levy for the August 2020 ballot. The levy would seek a 0.2% increase in the sales tax that could raise an estimated \$160 million in its first year. The funds would continue transit services currently funded by the City of Seattle and also address broader transit needs throughout the County for the next 10 years including additional service hours, innovation, affordability and improve speed and reliability. Metro staff gave a [presentation](#) ([link](#) to the meeting video) to the KCTD on March 3rd; a shorter version of which was presented to the Deputy Mayor,

Councilor Stewart, the City Manager and staff on March 5th. Included as handouts at the March 5th meeting were Sammamish's 10 year transit ridership data for Routes 216, 219 and 269 (Exhibit 1), a summary of the key transit-related policies Metro plans to update this year (Exhibit 2), and a summary of a Metro's draft Mobility Framework recommendations (Exhibit 3).

The KCTD will make a decision on March 23rd whether to move forward with the ballot measure or not. If they choose not to, then the City of Seattle will do so as their Transportation Benefit District, enacted in 2014, will expire this year. Metro staff will not be present to answer questions or provide further clarification. KCTD is seeking City Council's support and to identify what items the City Council would like to include in their letter of support, such as additional service hours or other improvements should the proposed levy be approved.

The letter will be included as a Consent item on the March 17th Council meeting, should the Council decide to support the KCTD's ballot measure. Since staff is seeking direction at the Council's March 10th meeting, the final draft of the letter will be republished a few days prior to the March 17th meeting if the Council chooses to support the levy.

**FINANCIAL IMPACT:**

There are no financial impacts.

**OTHER ALTERNATIVES CONSIDERED:**

None as this was requested by the Mayor and Deputy Mayor.

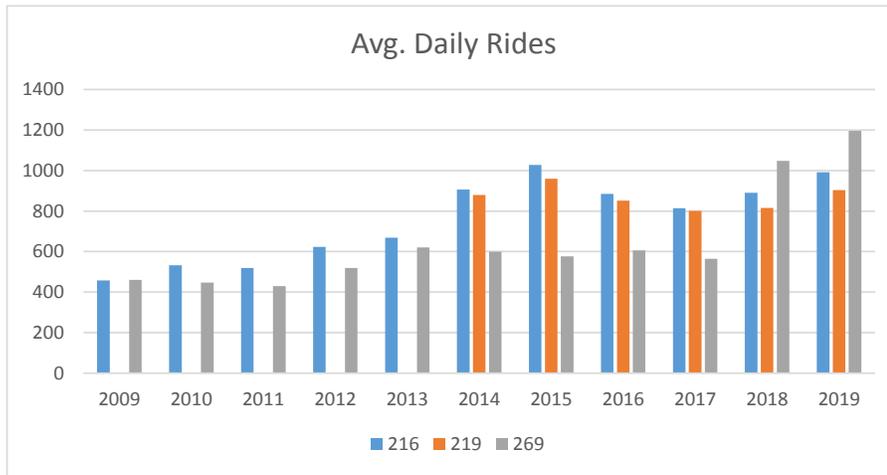
**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

[Comprehensive Plan Transportation Element](#)

### Historical Metro Ridership in Sammamish

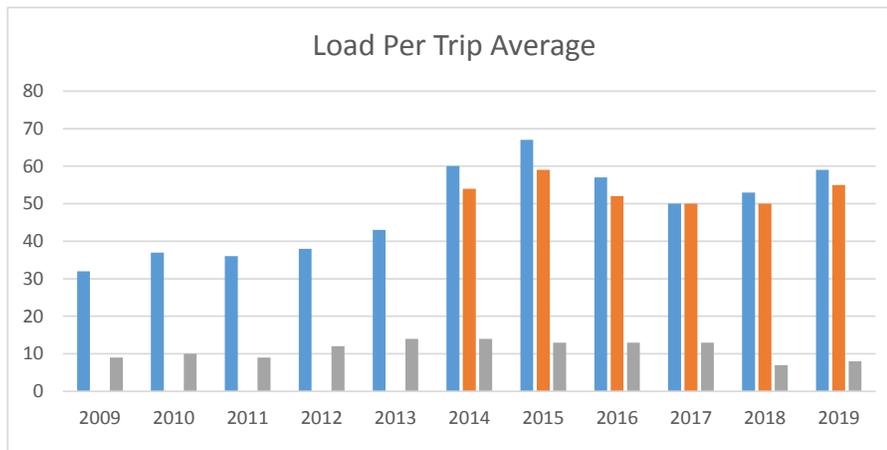
#### Average Daily Rides

Route	2009	2010	2011	2012	2013	2014	2015	2016
216	458	533	519	623	669	906	1028	885
219	n/a	n/a	n/a	n/a	n/a	879	959	852
269	461	447	430	519	621	599	577	606



#### Load Per Trip Average

Route	2009	2010	2011	2012	2013	2014	2015	2016
216	32	37	36	38	43	60	67	57
219	n/a	n/a	n/a	n/a	n/a	54	59	52
269	9	10	9	12	14	14	13	13



■ 216 ■ 219 ■ 269

Notes: Data taken from Spring Service Change of each year.  
Route 216 re-routed to serve Issaquah-Highlands in Fall 2013  
Route 269 added weekday mid-day service in Fall 2017 and Saturday service in Spring 2018

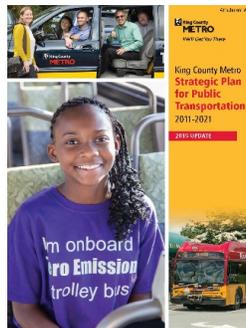
<b>2017</b>	<b>2018</b>	<b>2019</b>
814	890	992
801	816	903
565	1047	1196

<b>2017</b>	<b>2018</b>	<b>2019</b>
50	53	59
50	50	55
13	7	8

## METRO POLICY UPDATES 2020

### Policy document

#### STRATEGIC PLAN



#### SERVICE GUIDELINES



#### METRO CONNECTS



### What it includes

- **Goals** in 8 areas: safety, human potential, economic growth & built environment, environmental sustainability, service excellence, financial stewardship, public engagement & transparency, quality workforce
- **Strategies** to achieve goals
- **Measures** to track progress

### To be updated

- Align goals and strategies with Mobility Framework
- Include information about Marine
- Include information about climate goals
- Simplify measures, align them with key policy drivers, increase transparency

- **Targets** for level of service based on productivity, social equity, geographic value
- **Measures** to evaluate route performance
- **Priorities** to add, reduce or change service based on overcrowding, on-time performance, service to build the network, productivity

- Align targets and priorities with Mobility Framework
- Include information about Marine
- Include information about climate goals
- Include innovative mobility services
- Align with METRO CONNECTS

- **Vision** for future, including goal for 70% increase in service hours by 2040
- **Service network maps** for 2025 and 2040
- **Development program** of capital and service investments needed to achieve vision (but does not include prioritization or detailed implementation).

- Update costs for inflation, population growth, ST3, etc.
- Include information about Marine
- Incorporate Mobility Framework recommendations
- Set priorities for action

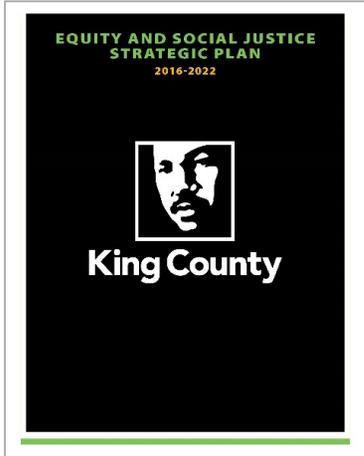
**KING COUNTY’S EQUITY & SOCIAL JUSTICE STRATEGIC PLAN**

As Metro begins work to update the policy documents and align them with the Mobility Framework, we commit to align with King County’s Equity & Social Justice Strategic Plan, which states:

“Our Equity and Social Justice shared values will guide and shape our work. We are:

- ✓ Inclusive and collaborative
- ✓ Diverse and people focused
- ✓ Responsive and adaptive
- ✓ Transparent and accountable
- ✓ Racially just
- ✓ Focused upstream and where needs greatest

Equity is fundamental to the society we seek to build. It is an ardent journey toward well-being as defined by those most negatively affected. Our end goal is for full and equal access to opportunities, power and resources so all people may achieve their full potential. The process of advancing toward equity will be disruptive and demands vigilance. Being “pro-equity” requires us to dismantle deeply entrenched systems of privilege and oppression that have led to inequitable decision-making processes and the uneven distribution of benefits and burdens in our communities. Similarly, we must focus on those people and places where needs are greatest to ensure that our decisions, policies and practices produce gains for all.”



**KING COUNTY’S STRATEGIC CLIMATE ACTION PLAN**

As Metro begins work to update the policy document, we are also committed to align with the transportation goals set by the Strategic Climate Action Plan. These goals are in the process of being updated, based in part on the work prepared for the Mobility Framework. The current plan states that:

“King County is already experiencing the impacts of a changing climate: warming temperatures, acidifying marine waters, rising seas, increasing flooding risk, decreasing mountain snowpack, and less water in the summer. Climate change will have long-term consequences for the economy, the environment, and public health and safety in King County.

Impacts of a changing climate will be experienced differently by King County residents, influenced by factors such as income, age, health, and where they live. However, by working collaboratively to develop and implement strategies to prevent, respond to, and prepare for climate change, King County has many opportunities to address broader inequities.”



# KING COUNTY METRO MOBILITY FRAMEWORK

## EQUITY CABINET RECOMMENDATIONS | OCTOBER 2019

**INTRODUCTION.** Metro’s Mobility Framework will respond to King County’s changing demographics, climate goals, and the many recent technological innovations in mobility services. It will provide overarching recommendations to guide updates to Metro’s adopted policies, as well as Metro’s budget and capital plan.

The Framework has been co-created with an Equity Cabinet of 23 community members to ensure that its recommendations are centered on equity and sustainability. The Equity Cabinet developed 10 guiding principles, which it then organized into five thematic areas. Equity Cabinet subcommittees then developed recommendations in each area.

### GUIDING PRINCIPLES



### THEME AREAS

THEME AREA 1	THEME AREA 2	THEME AREA 3	THEME AREA 4	THEME AREA 5
<b>Investments</b>	<b>Surrounding Land Use</b>	<b>Innovation</b>	<b>Workforce</b>	<b>Engagement</b>
GUIDING PRINCIPLES*	GUIDING PRINCIPLES*	GUIDING PRINCIPLES*	GUIDING PRINCIPLES*	GUIDING PRINCIPLES*
<b>1, 4, 9</b>	<b>2, 5, 6</b>	<b>3, 7</b>	<b>8</b>	<b>10</b>
<i>Metro’s financial support for transit service, new mobility, fares, capital</i>	<i>Support for dense, mixed-use neighborhoods near transit, affordable housing, better access to transit</i>	<i>Metro’s role in regional, integrated network (new technology and services) + role with private providers</i>	<i>Metro’s role with Metro &amp; contractor employees + influence on treatment of private providers’ workforce</i>	<i>Metro’s policies for how it engages with the community regarding mobility investments</i>

\*Though all principles apply to many different topic areas, the purpose of this table is to highlight which principles are most relevant to each topic area.

## EQUITY CABINET RECOMMENDATIONS

### THEME AREA 1

#### Investments

##### DRAFT RECOMMENDATIONS

- **Provide additional transit service in areas with unmet need**, defined as areas with high density; a high proportion of low-income people, people of color, people with disabilities, and members of limited-English speaking communities; and limited mid-day and evening service. Adapt Metro’s adopted policies to meet this need and to ensure regular and ongoing evaluation of the needs of these areas. **\$**
- **Support investments to increase safety**, including bus safety features, a safety app and amenities such as lighting, real-time arrival signs, and informational campaigns. **\$**
- **Support improvements to increase speed and reliability** to make transit investments most successful and to provide incentives for local jurisdictions to prioritize use of the right-of-way for transit and access to transit. **★\$**

### THEME AREA 2

#### Surrounding Land Use

##### DRAFT RECOMMENDATIONS

- **Increase dense, mixed use zoning, affordable housing, and reduced parking requirements in urban areas near transit** through the Growth Management Planning Council, by developing a King County Transit-oriented Development policy, and by updating Metro’s adopted policies to provide incentives for jurisdictions that provide increased density and/or affordable housing. **★\$**
- **Develop station area and right-of-way guidelines** that prioritize transit use and access for people who walk, bike, or roll to the station. **★\$**
- **Develop people-friendly street designs near transit**, including traffic-calming measures and ways to make bus stops safe for all ages, genders, and abilities. **★\$**
- **Meet King County’s climate goals by reducing car use**, developing clean infrastructure, promoting climate justice, and by prioritizing ways to make transit convenient and accessible. **\$**

### THEME AREA 3

#### Innovation

##### DRAFT RECOMMENDATIONS

- **Change Metro’s adopted policies to assert the role of innovation, address new mobility services, and support innovative, equitable, sustainable mobility** to ensure they supplement transit services and work first for priority populations.
- **Develop new mobility guidelines for how Metro partners with private providers** that incentivize an equity and climate focus.
- **Facilitate integrated payment and planning** to help customers plan and pay for multimodal trips, in partnership with ORCA agencies and private providers, including micromobility providers. **★\$**
- **Enhance communications** to raise awareness of mobility innovations.
- **Convene and support jurisdictions** in developing a regional framework for innovative mobility partnerships. **★**

### THEME AREA 4

#### Workforce

##### DRAFT RECOMMENDATIONS

- **Strategically partner with the labor community** to build new “communities of ridership” and benefit Metro employees, priority populations and the environment. **★\$**
- **Use future transportation innovations to target new riders as potential employees.**
- **Use strategic and culturally specific communication methods** to build community relationships.
- **Build infrastructure to provide pathways to mobility-related employment**, including a “school without a school,” an equity in mobility summer internship program, an approach to assist with costs associated with workforce development and employment pathways, and community-based mobility career hubs. **★\$**
- **Use strategic workforce planning** to meet current and future workforce needs. **★\$**
- **Purposefully foster a sustainable learning culture within Metro.**
- **Require the centering of equity in all contracts and subcontracts.**

### THEME AREA 5

#### Engagement

##### DRAFT RECOMMENDATIONS

- **Strengthen communications** to ensure that priority populations are aware of existing services, new pilots and services, service changes, affordability programs, etc.
- **Build lasting relationships in communities** and compensate community members for their time and expertise.
- **Use a coordinated cross-departmental approach to engagement**, including a continuing King County Equity Cabinet.
- **Develop an equity-centered engagement framework** by co-creating with the community and measuring equity and sustainability over time.
- **Develop a community liaison program** to hire people to act as a conduit to the community.
- **Identify metrics to measure success and continually improve**, and regularly report on engagement metrics.

★ indicates that Metro cannot implement this recommendation on its own, because Metro does not control land use, right-of-way, or private providers. \$ indicates that additional funding is needed.

**Draft**



## MINUTES

### City Council Special Meeting

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6:00 PM - March 3, 2020

City Hall Council Chambers, Sammamish, WA

Mayor Karen Moran called the regular meeting of the Sammamish City Council to order at 6:00 p.m.

**Councilmembers Present:**

Mayor Karen Moran  
Deputy Mayor Christie Malchow  
Councilmember Ken Gamblin  
Councilmember Kent Treen  
Councilmember Jason Ritchie  
Councilmember Chris Ross  
Councilmember Pam Stuart

Councilmember Jason Ritchie participated via telephone

**Councilmembers Absent:**

**Staff Present:**

Interim City Manager David Rudat  
Director of Community Development David Pyle  
Interim Director of Parks & Recreation Anjali Myer  
Interim Director of Public Works Cheryl Paston  
Assistant City Attorney Lisa Marshall  
City Clerk Melonie Anderson

**ROLL CALL**

---

Roll was called.

**PLEDGE OF ALLEGIANCE**

---

Councilmember Stuart led the pledge.

**APPROVAL OF AGENDA**

---

**MOTION: Councilmember Pam Stuart moved to approve the agenda as amended. Councilmember Chris Ross seconded. Motion carried unanimously 6-0 with Deputy Mayor Christie Malchow absent.**

Councilmember Treen requested to Item 7 - Contract Amendment for Sahalee Way Corridor Analysis/Perteet.

**Draft**

**EXECUTIVE SESSION**

---

Potential Litigation pursuant to RCW 42.30.110 (1)(i)

Council retired to Executive Session at 6:04 pm and returned 6:23 pm. No action was taken.

**PUBLIC COMMENT**

---

**Jen Boone**, Imagine Housing, requested Council continue to support ARCH and Imagine Housing to supply affordable housing.

**Ramiro Valderrama**, spoke regarding the Sahalee Way project presentation.

**Said Savavian**, spoke regarding options for the Sahalee Way project.

**Dan Johnson**, spoke regarding continued support for ARCH and Imagine housing which provides affordable housing.

**Mary Wictor**, spoke regarding the development code presentation on the agenda tonight.

**Andrew Steven**, Emergency Manager for EF & R providing emergency services for Sammamish, spoke regarding the Corona Virus and what steps the City is taking to prepare for the virus.

**CONSENT CALENDAR**

---

1. **Payroll:** For the Period Ending February 15, 2020 For a Pay Date of February 20, 2020 in the Amount of \$496,795.49
2. **Claims:** For Period Ending March 3, 2020 In The Amount Of \$2,013,402.18 For Check No. 56413 Through 56483
3. ~~**Resolution:** Council Rules of Procedure~~
4. **Contract:** Sammamish Community and Aquatic Center Parking Garage Traffic Coating Replacement Project
5. **Contract:** Maintenance and Operations Center Improvements Project / Driftmier Architects, P.S.
6. **Contract:** Youth Mental Health Services / Youth Eastside Services
7. ~~**Contract Amendment:** Sahalee Way NE Corridor Analysis Update Contract Amendment / Perteet~~
8. **Minutes:** For the February 4, 2020 Regular Meeting
9. **Minutes:** For the February 18, 2020 Regular Meeting

**MOTION: Deputy Mayor Christie Malchow moved to approve the consent agenda as amended, as Councilmember Ross moved to remove Item 3 - Resolution: Council Rules of Procedure. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.**

**PRESENTATIONS / PROCLAMATIONS**

---

None.

**Draft**

**PUBLIC HEARINGS**

---

None.

**UNFINISHED BUSINESS**

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**10. Resolution:** Council Rules of Procedure

**MOTION:** Deputy Mayor Christie Malchow moved to to amend the Rules of procedure by adding the following new sections:

**Section 9. Council Relations**

**9.1 Anti Harassment Policy**

**A. It is City policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the City will not tolerate harassment of any kind that is made by elected officials toward fellow Councilmembers, City Staff or members of the public. Elected officials are expected to show respect for one another and the public at all times, despite individual differences.**

**B. Harassment is unwelcome conduct that can be based, but is not limited to, race, color, religion, national origin, age (40 or older), disability, genetic information, marital status, sexual orientation, honorably discharged veteran or military status or the presence of any sensory, mental or physical disability. In some circumstances, it can be deemed unlawful discrimination that violates federal laws and/or state laws. The making of demeaning comments, whether verbally or in writing, or use of unwelcome epithets, gestures or other physical conduct, based on the above-referenced protected classes, toward employees, Councilmembers or members of the public are prohibited. Councilmembers are strongly urged to report all incidents of harassment.**

**C. Sexual harassment is a form of unlawful discrimination.**

**9.2 REPORTING DISCRIMINATION OR HARASSMENT**

**A. Any individual who believes they have been discriminated against or harassed in violation of Section \_\_\_ above shall report the incident to the City Manager, who shall evaluate whether an investigation should take place by a third party investigator; if the City Manager determines that an investigation should commence, the investigation will be conducted.; provided however, that if the allegation involves the City Manager the report shall be made using the City’s Whistle Blower’s number 1 (866) 921-6714 (toll free) or the City Attorney.**

**B. Should the official to whom the report is made pursuant to Section \_\_\_, above, determine that the incident does not merit an investigation, that official shall provide the person making the complaint a written explanation as to the reason the complaint does not merit an investigation. This written explanation shall be provided to the person making the complaint within 7 business days of the City’s receipt of the same. If an investigation is commenced, the official to whom the report is made pursuant to Paragraph \_\_\_, above shall initiate the investigation within 24 hours, or by the end of the next business day. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.**

Staff will make any necessary changes to the section so it conforms with the existing rules of procedures.

**Draft**

**NEW BUSINESS**

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**11. Discussion:** Development Regulations Update Phase Two

David Pyle, Community Development Director, gave the staff report and showed a PowerPoint presentation (presentation available [here](#)).

Council recessed from 8:20 pm until 8:30 pm.

**12. Update:** Sahalee Way Corridor Analysis

Jed Ireland, Senior Project Engineer introduced Brent Powell and Peter De Boldt, consultants for Perteet. They gave a PowerPoint presentation (presentation available [here](#)).

**13. Contract Amendment:** Sahalee Way NE Corridor Analysis Update Contract Amendment / Perteet

**MOTION: Deputy Mayor Christie Malchow moved to approve the contract amendment with Perteet for the Sahalee Way Project. Councilmember Pam Stuart seconded. Motion carried 6-1 with Councilmember Kent Treen dissenting.**

**COUNCIL REPORTS/ CITY MANAGER REPORT**

---

Councilmember Stuart reported on the Growth Management Planning Board Meeting. She will provide additional information in her written report.

Mayor Moran reported on the Eastside Fire & Rescue FAC meeting.

Deputy Mayor Malchow will email additional information to Council regarding the Suburban Cities Association Public Involvement Committee. Metro will be meeting to discuss future funding options.

**ADJOURNMENT**

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**MOTION: Councilmember Pam Stuart moved to adjourn. Councilmember Chris Ross seconded. Motion carried unanimously 7-0.**

The meeting adjourned at 10:00 pm.

---

Melonie Anderson, City Clerk

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Karen Moran, Mayor



Sammamish, Washington  
**Proclamation**  
**World Autism Awareness Day**  
**Thursday, April 2, 2020**



- WHEREAS,** autism is a pervasive developmental disorder affecting the social, communication and behavioral skills of those affected by it, and;
- WHEREAS,** as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum, resulting in rates as high as 1 in 68 children nationally and;
- WHEREAS,** while there is no cure for autism, it is well-documented that if individuals with autism receive early interventions, environmental accommodations and supports throughout their lives, they lead significantly improved lives, and;
- WHEREAS,** individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial challenges autism can present,
- WHEREAS,** We recognize the challenges that people with autism face, we also recognize the unique strengths and perspectives they bring to our lives and welcome their full contribution and participation in our schools, workplaces, and public facilities;

**NOW, THEREFORE BE IT RESOLVED** that I, **Mayor Karen Moran**, on behalf of the Sammamish City Council, do hereby proclaim **April 2, 2020** as **WORLD AUTISM AWARENESS DAY** in the **City of Sammamish**, and urge all employees and residents to participate in our municipality's National Autism Awareness Month activities, in order to become better educated about autism and create a better community for individuals with autism.

\_\_\_\_\_  
*Mayor, Karen Moran*

\_\_\_\_\_  
*Date*

# Agenda Bill

City Council Regular Meeting  
March 17, 2020



<b>SUBJECT:</b>	Town Center Work Program	
<b>DATE SUBMITTED:</b>	March 10, 2020	
<b>DEPARTMENT:</b>	Community Development	
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Direct staff to add Town Center Phase I code updates to the 2020 work program.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - City Council Retreat Presentation</a> <a href="#">2. Exhibit 2 - Town Center QOL Workbook</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$150,000 allocated in the 2019-2020 Biennial Budget	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	Economic Development - Prof Svcs-Town Center Consultant (001-058-558-70-41-00)	<input type="checkbox"/> <b>Budget reallocation required</b> <input type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**KEY FACTS AND INFORMATION SUMMARY:**

**Summary Statement**

In response to Council’s request for a discussion on the Town Center regulations during the January 25, 2020 City Council Retreat, staff presented (Exhibit 1) the following four options related to Town Center for consideration:

Table 1:

Option	Description	Cost	Timeline	Additional Work Needed
1	Rewrite of the Town Center Sub-Area Plan and Development regulations	\$500,000 - \$700,000	4-5 years	New FEIS Required
2	Revise planning policies/goals for areas not docketed	\$300,000 - \$500,000	2-years	Addendum to the FEIS Required
3	Revise planning policies/goals and related regulations for docketed areas including Urban Forest Canopy, Green Spine, Public Transportation, Regional Stormwater, Solar Generation, and Public Right of Way Design Standards	Currently budgeted	18-months	Standard non-project SEPA
4	Revise Sammamish Municipal Code (SMC) regulations related to docketed areas	Currently budgeted	12-months	Standard non-project SEPA

Staff distributed a workbook (Exhibit 2) at the Retreat to assist each Councilmember in performing a gap analysis. Following the retreat, staff requested further feedback from Council on their preferred option to assist in finalizing the 2020 work program.

The feedback received from Councilmembers was helpful for understanding individual perspectives, but there did not appear to be clear direction on a desired path forward. In lieu of further individual work on the gap analysis workbook, staff received a request to schedule this topic for discussion among the full Council.

Without knowing the full Council's direction, staff's feeling is that there is interest in making immediate changes to the Town Center regulations codified in Chapter 21B SMC and in ensuring that the code is properly directing the implementation of the Town Center Vision. It is also staff's feeling that there is substantial Council interest in further work on Town Center policy and regulations beyond a code update effort.

In response, staff are proposing a three-phased approach that incorporates options 2-4 identified in Table 1 to adequately address potential updates to Town Center policy and regulations. The justification for this phased process is due to the timing constraints on work that has not been docketed\*. (See Docketed\* explanation below).

- Council can update the Town Center code (development regulations) at any time; however those updates must conform to adopted policy.
- Council can update the Comprehensive Plan policies that have been formally docketed. Policies not on the docket must be added and can be updated the year after they are docketed.

For this reason the phased approach outlined below provides not only an immediate opportunity for action through targeted code changes, but it also provides a strategic process to get underway with policy changes, including the potential to docket further policy changes that are not already included on the docket.

### **Phase 1 – Code Changes**

The scope of work for Phase 1 includes identifying areas within the Town Center Development Code (Chapter 21B SMC) that can be immediately amended in a manner that ensures existing Town Center

policies and goals are being implemented appropriately through code. To help assist in this effort, staff would examine public and staff review comments from past and current Town Center development proposals to help understand the issues within the Code. This is similar to the effort that yielded the changes made to the City's R-Zone development regulations in 2019. This phase of work is already budgeted and would begin this summer with anticipated adoption in early 2021.

### **Phase 2 – Currently Docketed Policy/Regulation Changes**

The scope of work for Phase 2 would be at the City Council's discretion but limited to those items that have already been docketed (refer to option 3 in Table 1 above). This work includes:

- reviewing existing policy;
- completing a policy-to-code gap analysis;
- overseeing an extensive public engagement process; and
- seeing proposed amendments to planning policies and implementing regulations through the legislative process.

The approximate timeline would be 18 months starting in the fall of 2020 and concluding in early 2022. The budget to complete this work is dependent on the final scope of work directed by the City Council and may require a budget request for Council's consideration of the 2021-2022 biennial budget.

### **Phase 3 – Non-Docketed Policy/Regulation Changes**

The scope of work for Phase 3 includes amendments to existing policy or creation of new policy and amendments to associated regulations that the City Council was interested in bringing forward with Phase 1 or Phase 2 but were not docketed in 2019 (refer to option 2 in Table 1 above). This work includes:

- a review of existing policies and goals;
- identification of areas of deficiency not completed during Phase 2;
- taking proposed amendments or additions through the City's docketing process;
- amending the Town Center Final EIS;
- overseeing an extensive public engagement process; and
- seeing the proposed amendments through the legislative process.

The approximate timeline would be 24 months starting in 2021 and concluding in early 2023. As with Phase 2, the budget to complete this work is dependent on the final scope of work directed by the City Council and may require a budget request for Council's consideration of the 2021-2022 biennial budget. Phase 3 would include any work found necessary by the Council as part of Phase 1 or Phase 2 but that is outside of the scope of work for either of those phases.

\*Docketed:

Under [State Law](#) the City may amend the Comprehensive Plan no more than once per year. The City's annual [Comprehensive Plan Amendment Docket](#) is the City's official policy amendment work plan. This work plan includes items formally queued up for review by the City Council under [SMC 24A.10.010](#). The Docket is cumulative and includes carryover items from years past; unless deliberately removed by the Council an item added to the Docket remains on the Docket. Once on the Docket, the Council may direct staff to proceed with legislative review of a specific item, however it must be added to the City's work plan. That is, an item added to the Docket through the Docket process does not automatically get

added to the Council's work plan due to budget and schedule constraints. The Council need not re-docket an item that was added in years past unless that item was formally removed by the Council or that item was acted upon by passing of Ordinance amending the Comprehensive Plan. The [Town Center](#) Quality of Life [Amendments](#) that were docketed under Resolution [R2018-811](#) remain docketed and are available for activation by the Council. For this reason the Council may move forward with specific amendments topics already docketed, however new topics proposed to be added for consideration must be added following the formal docket process outlined in [SMC 24A.10](#).

**Direction Needed**

Does the Council agree that this phased method of updating Town Center policies and regulations is appropriate?

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

[Town Center Plan](#)

[Chapter 21B SMC - Town Center Development Regulations](#)

# Town Center Development & General Growth and Development Discussion

2020 City Council Retreat | January 25, 2020



# Agenda

Interview Results | 15 Minutes

City Wide Growth & Development | 30 Minutes

Town Center Development | 75 Minutes

# Interview Results

Refer to Memo for Full List

## Primary Areas of Disagreement

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Type/level of transit service provided



Level of appropriate Commercial Development



Town Center Plan vision achieved in projects built to date

## Primary Themes

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Protect local control



Maintain bedroom community identity



Codify community vision to achieve right outcome



Keep community safe, clean & efficient



Ensure capacity of services keeps up with development

# Interview Results Continued

Refer to Memo for Full List

## Primary Themes (Continued)

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Reconcile/  
Revolutionize  
assumptions of the  
past to the reality of  
today



National trends &  
generic  
methodologies may  
not apply



Correct  
contradictions in  
adopted policies,  
codes, standards &  
current dais direction



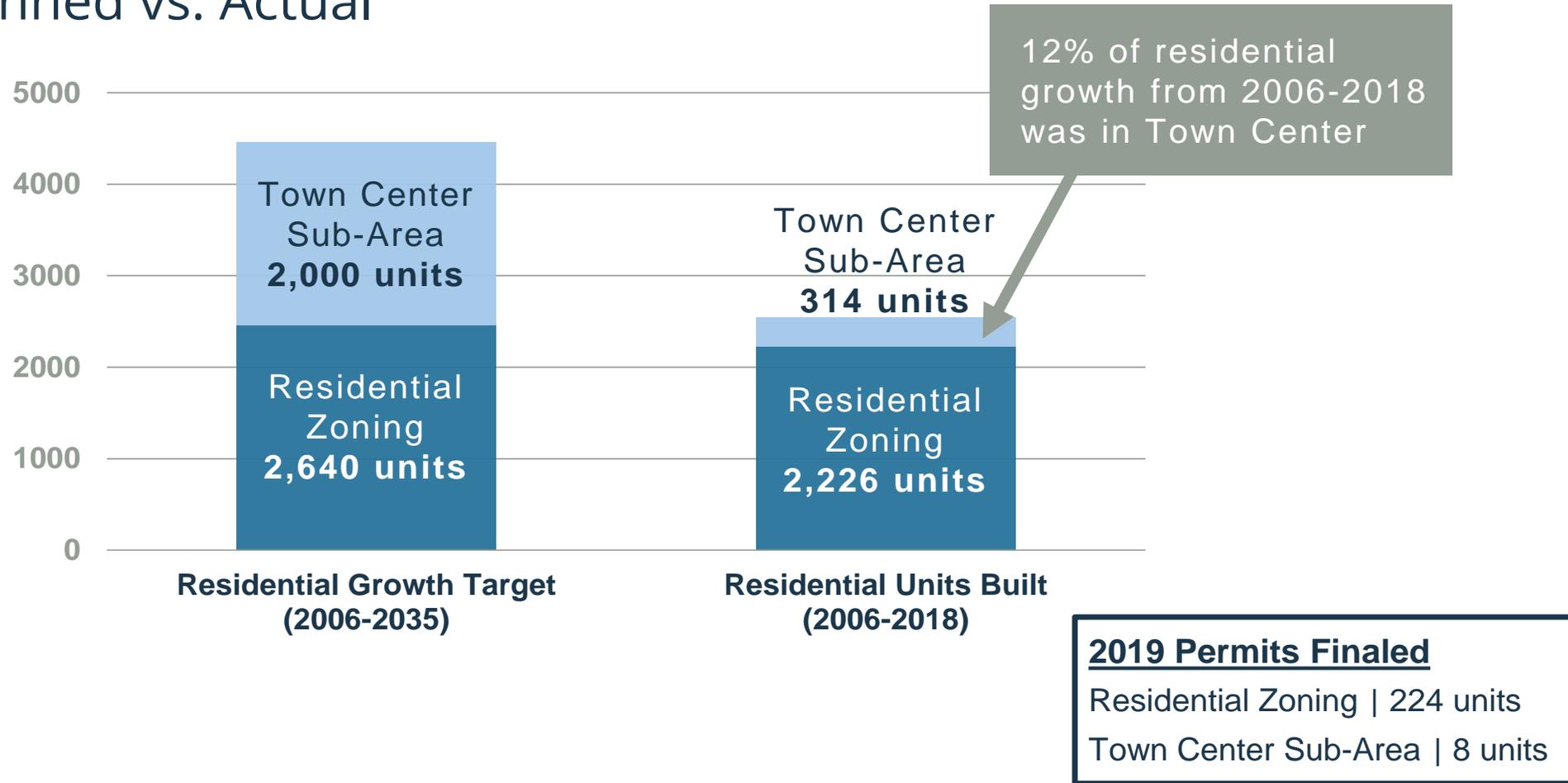
Improve design  
criteria & standards  
to better reflect  
vision/policy



Focus on green  
building practices

# Sammamish Growth

## Planned vs. Actual



# Town Center Development

## Development to date

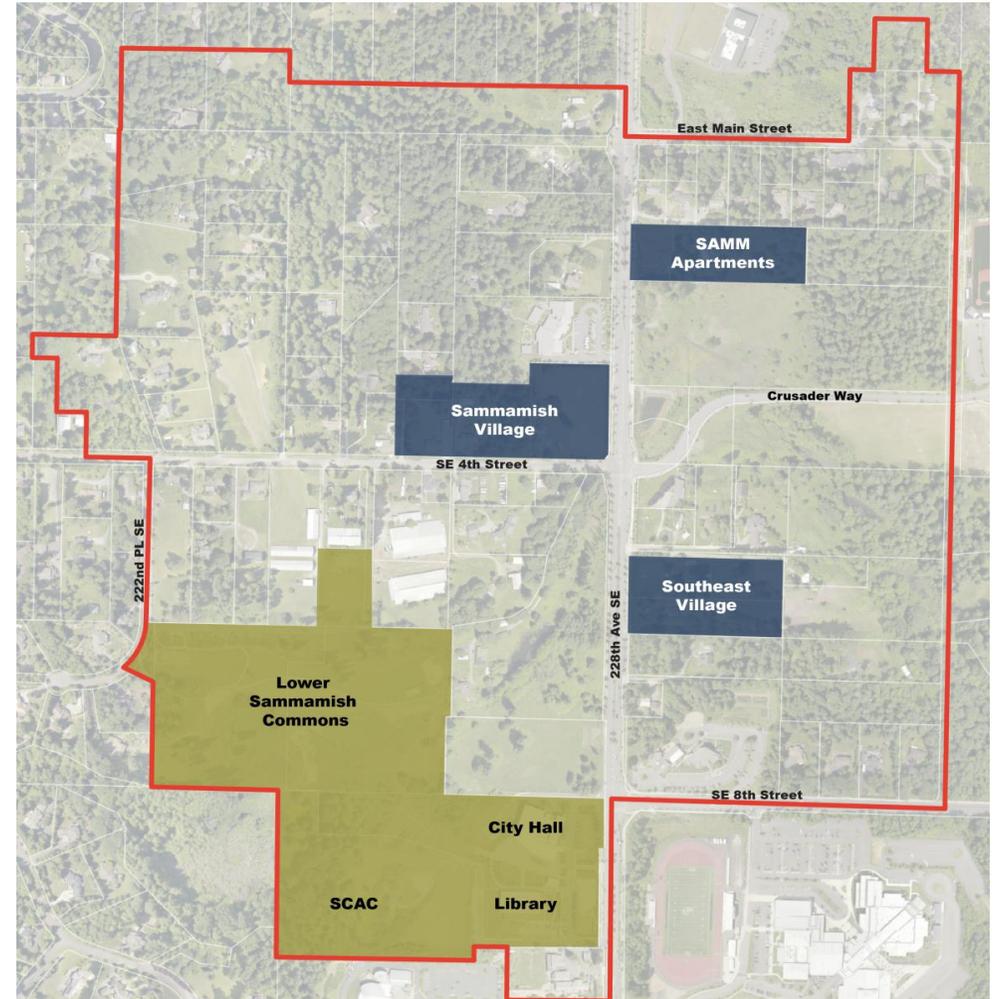
**Southeast Village** 75 units  
6,500 SF commercial space

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**Sammamish Village** 159 units  
115,000 SF commercial space

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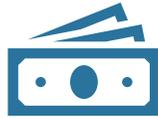
**SAMM Apartments** 92 units  
14,245 SF commercial space



# Citywide Growth & Development



Comprehensive  
Plan  
Updates



Impact Fee  
Updates



Critical Areas  
Regulations  
Updates



Tree Protection  
Regulations  
Updates



Development  
Regulations  
Updates



Transportation  
Concurrency  
Requirements  
Updates



Stormwater  
Regulations  
Updates

# Citywide Growth & Development

## 2020 Workplan

- ① Urban Growth Capacity Study (Buildable Lands)
- ② Development Regulations Update (Phase II)
- ③ Urban Forest Management Plan Implementation

# Options for Town Center Course of Action

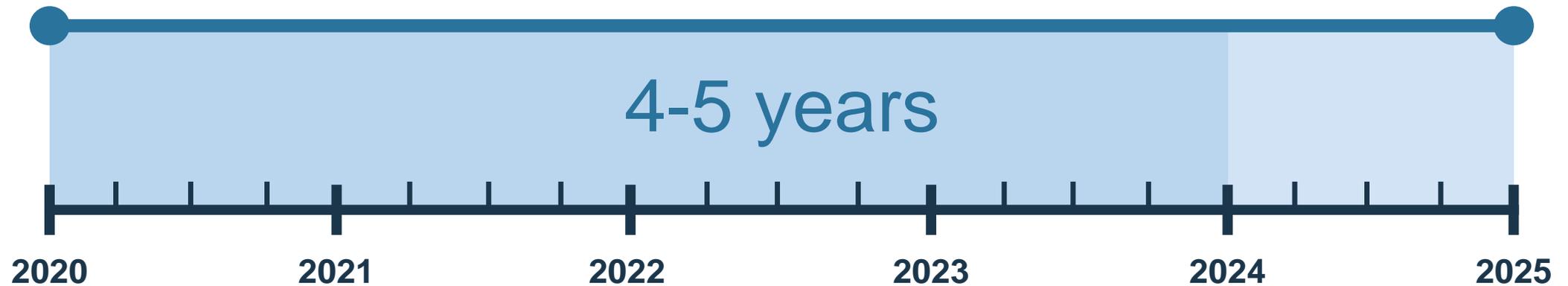
# Town Center Update – Option 1

## Complete Re-Vamp

Re-Write of Town Center Sub-Area Plan & Town Center Development Regulations

**Cost** | \$500,000-\$700,000

**Additional Work Needed** | New Environmental Impact Statement Required



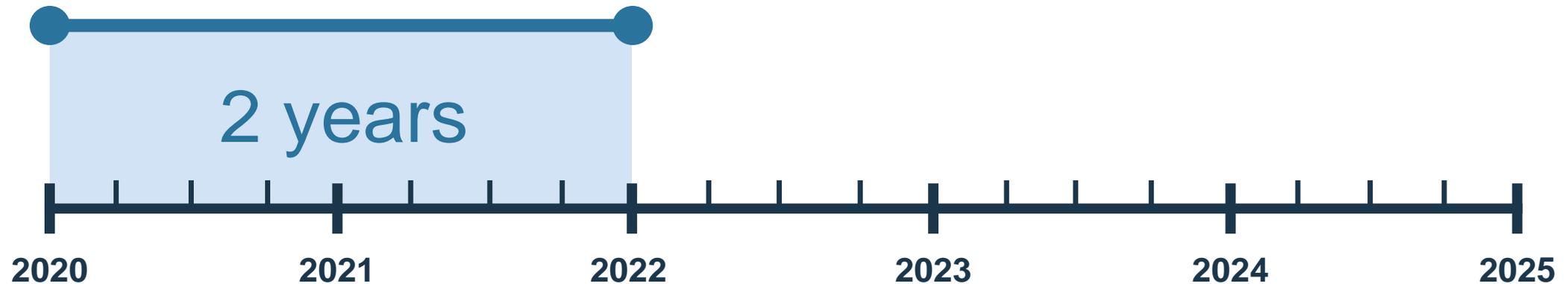
# Town Center Update – Option 2

## New Town Center Focus

Revise planning policies/goals for areas not docketed

**Cost** | \$300,000-\$500,000

**Additional Work Needed** | Environmental Impact Statement Addendum Required



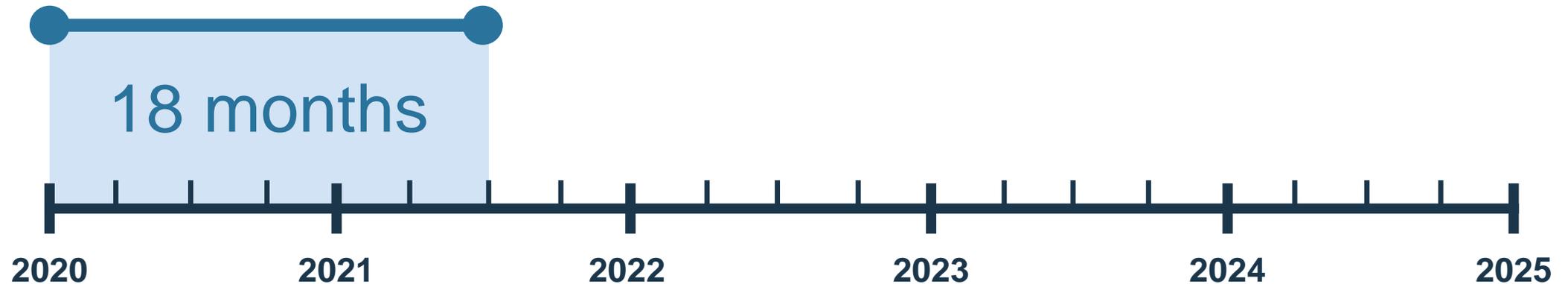
# Town Center Update – Option 3

## Docketed Quality of Life Update

Revise planning policies/goals & related regulations for docketed areas

**Cost** | Already Budgeted

**Additional Work Needed** | Standard Non-Project SEPA



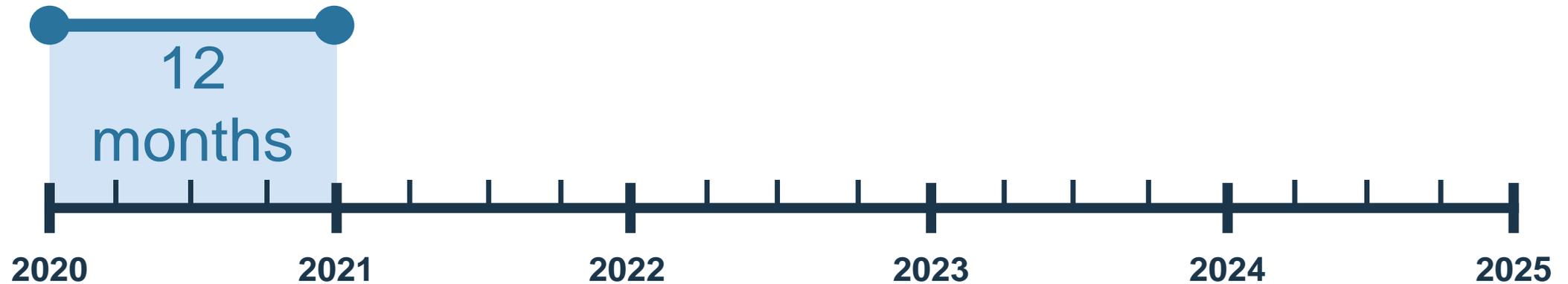
# Town Center Update – Option 4

## Quality of Life Regulations Only

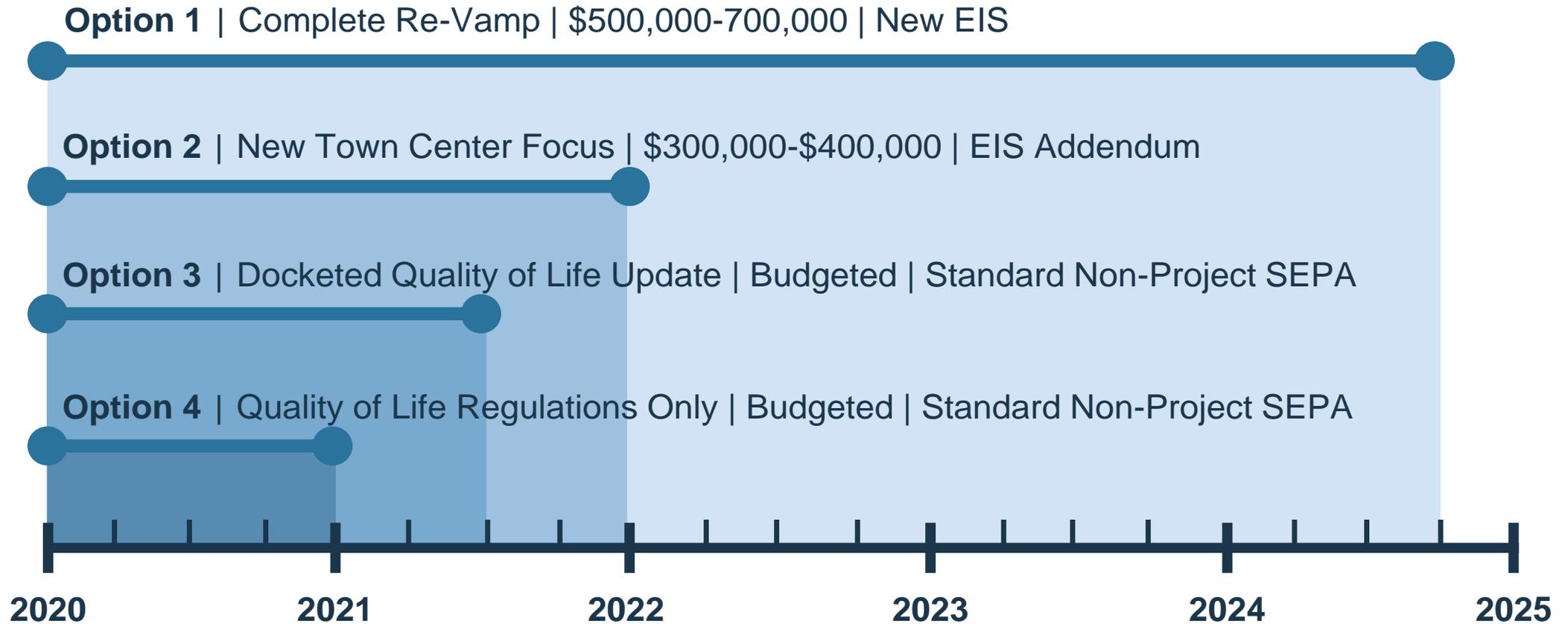
Revise Sammamish Municipal Code regulations related to the docketed areas

**Cost** | Already Budgeted

**Additional Work Needed** | Standard Non-Project SEPA



# Town Center Update – Option Summary



# 2019 Docket Item | R2018-811

## Town Center Quality of Life Update

### Proposal

Discussions to explore changes needed to ensure a clear guiding vision for “quality of life” areas that improve community livability

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### Elements

Town Center Sub-Area Plan & all Comprehensive Plan elements except the Shoreline element



# The Green Spine

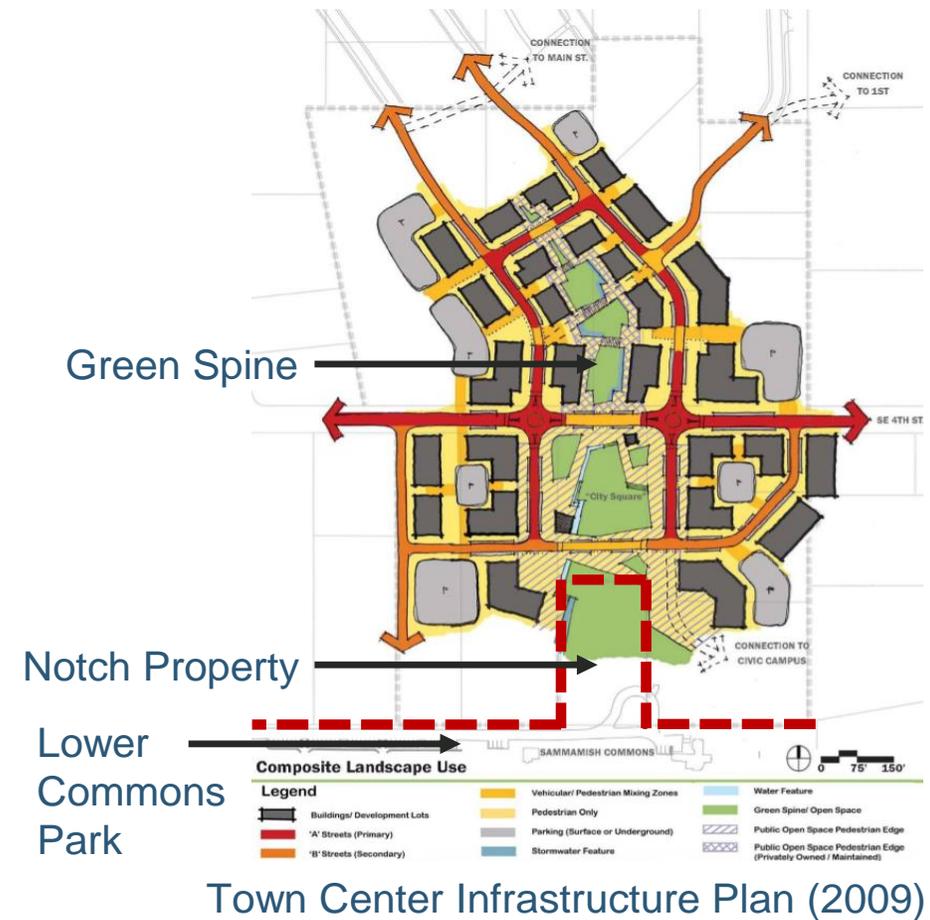
## Town Center Quality of Life Update

### What It Is

A linear park that acts as a large pedestrian corridor with play areas, outdoor seating for cafes & more

### Why Review Is Needed

More specific direction will help ensure that what is built reflects what we want & need



Town Center Infrastructure Plan (2009)

# The Urban Forest Canopy

## Town Center Quality of Life Update

### What It Is

Retaining tree canopy cover & replacing plants and trees removed during development

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### Why Review Is Needed

Plans should reflect the adopted UFMP & additional details are needed to provide clear expectations related to tree retention and replacement



# Public Transportation

## Town Center Quality of Life Update

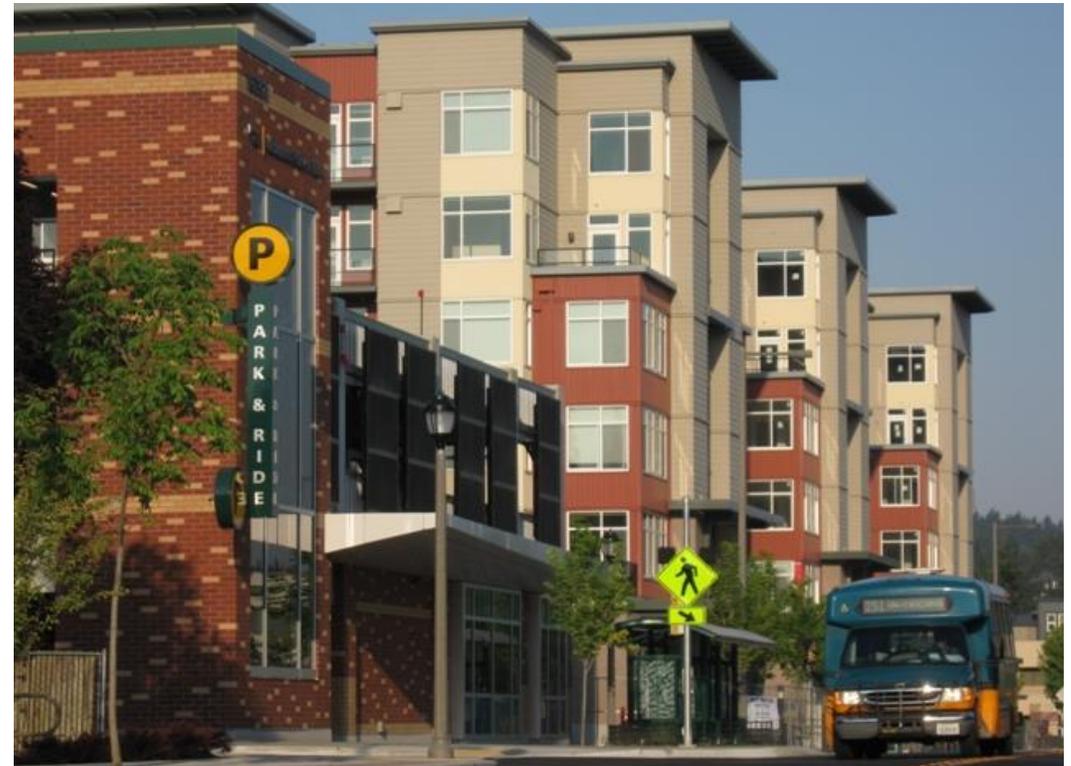
### What It Is

More details are needed; could be a transit center or transit oriented development

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### Why Review Is Needed

No clear policy language exists to direct our code & require these items



# Regional Stormwater

## Town Center Quality of Life Update

### What It Is

Managing stormwater runoff from multiple projects and/or properties

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### Why Review Is Needed

We need a clear vision for how Town Center stormwater facilities can serve the community while mitigating the impact of development.



# Solar Generation

## Town Center Quality of Life Update

### What It Is

Solar power is created by converting energy from sunlight into electricity

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### Why Review Is Needed

Current language only talks about sustainability & new technologies need to be explored and integrated



# Public Right of Way Design Standards

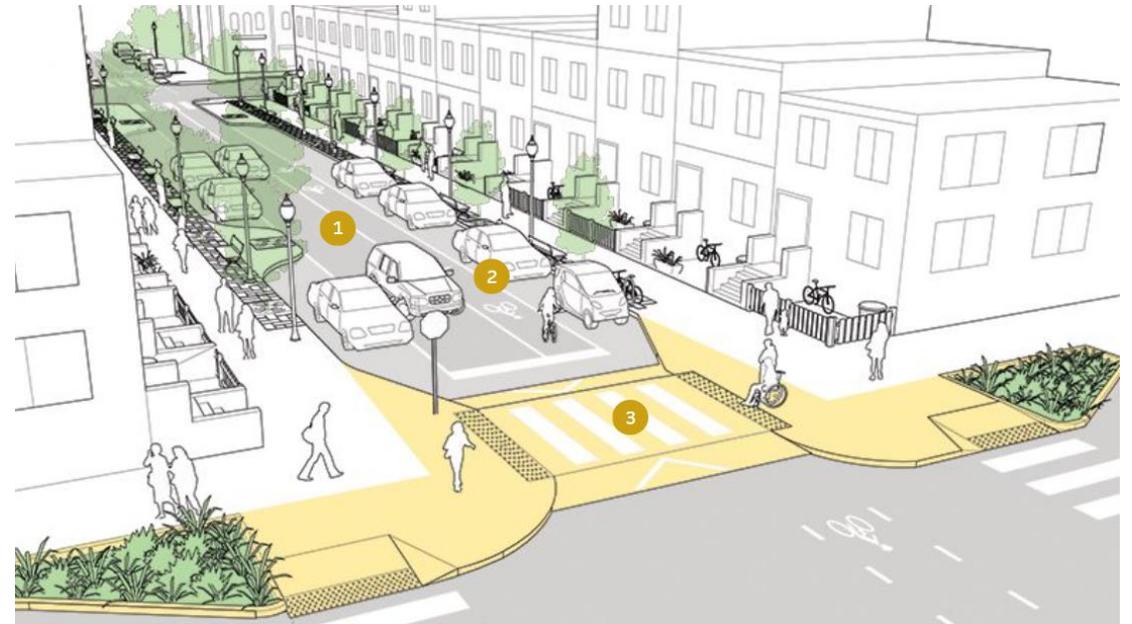
## Town Center Quality of Life Update

### What It Is

Attractive, adequate and effective streetscapes and park features within Town Center

### Why Review Is Needed

Current design standards aren't integrated into the Public Works Standards & updates may be needed to achieve the City's vision for urban street and park features



# Discussion

# TOWN CENTER QUALITY OF LIFE UPDATE

City Council Annual Retreat  
January 2020



## Topic Areas

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Urban Forest Canopy	.....	<a href="#">2</a>
Green Spine	.....	<a href="#">5</a>
Public Transit	.....	<a href="#">8</a>
Regional Stormwater	.....	<a href="#">11</a>
Solar Generation (Sustainable Technologies)	.....	<a href="#">14</a>
Public Right of Way Design Standards	.....	<a href="#">17</a>



Town Center Plan Quality of Life Discussion Topics

# URBAN FOREST CANOPY

Town Center needs a clear plan to ensure that the future development enhances the natural environment whenever possible. This plan will also need to align with the adopted Urban Forest Management Plan.



**URBAN FOREST CANOPY DEFINED:** The urban forest canopy of the Town Center refers to all publicly and privately owned and managed trees within the subarea, as well as all tree-related regulations. Tree canopy is measured as the layer of leaves, branches, and stems of trees and other woody plants that cover the ground when viewed from above. The amount and distribution of leaf surface area is the driving force behind an urban forest’s ability to produce benefits for the community. Although it is envisioned to be Sammamish’s dense retail and commercial core, the Town Center Plan makes clear that the community expects that new development will have a strong environmental component by incorporating natural resources and employing environmental enhancement techniques to improve ecological functions.

## EXISTING GOALS AND POLICIES

### Town Center Plan

Goal NS-2	Employ a variety of environmental management and low-impact development measures to improve ecological functions, such as the protection of surface and ground water quality and habitat.
Policy NS-2.1	The City should encourage green building techniques, low-impact development techniques, and other mechanisms to minimize environmental impacts.
Policy NS-2.2	Design guidelines and other development regulations should emphasize native vegetation protection and enhancement.
Policy T-2.1	Design and configure Town Center roadways to protect environmentally critical areas.
Goal T-4	Sustainability design and manage the city’s transportation system to minimize the negative impacts of transportation on the natural environment, to promote public health and safety, and to achieve optimum efficiency.
Policy T-4.4	Encourage transportation system development that minimizes existing tree canopy removal and replaces any necessary tree removal along traffic rights of way.

### Comprehensive Plan

Goal HS.1	Create and protect healthy habitat.
Goal HS.2	Maintain a diverse ecosystem supporting a variety of wildlife.
Goal HS.3	Maintain Sammamish’s forested character.
Goal LU.6	Promote development design that maintains a harmonious relationship with the natural environment.
Policy LU.6.1	Encourage design flexibility, such as lot clustering, to preserve existing site features, including clusters of trees, wetlands, streams, native topography and similar features.
Policy LU.6.2	Maximize tree retention and assure replacement where tree retention is not feasible.

## Town Center Plan Quality of Life Discussion Topics

## Urban Forest Canopy

## Existing Goals &amp; Policies Continued

Policy LU.6.3	Promote retention of existing landscaping and native vegetation to the maximum extent practicable in development.
Goal EC.1	Serve as a leader in environmental stewardship of the natural environment for current and future generations.
Policy EC.10.8	Consider incentivizing retention of trees on existing lots, prioritizing clusters and/or a continuous canopy with trees on adjacent lots when feasible.
Policy EC.10.9	Promote regulatory tools that take into consideration the case-by-case context-sensitive nature of tree retention and canopy coverage.
Policy EC.1.4	Protect, where appropriate, the following special areas: a. Natural areas including significant trees b. Scenic areas such as designated view corridors c. Urban landscaped areas such as public or private golf courses and parks, and d. Land reserved as open space or buffers tracts as part of development, including parcels subject to density averaging.
Policy EC.2.3	Promote soil stability through retention of existing vegetation and the addition or replacement of plants promoting such.
Policy EC.4.11	Use existing regulatory tools to protect habitat, including the City's critical area regulations and tree retention ordinance.
Policy EC.10.1	Preserve and enhance of the City's urban forest. Use trees and other vegetation, both native and non-native, as appropriate, in all restoration.
Policy EC.10.2	Preserve trees on all public properties and facilities to the maximum extent possible.
Policy EC.10.3	Maintain and enhance a street tree maintenance program. Use trees and other vegetation, both native and non-native, as appropriate, in all restoration.
Policy EC.10.4	Encourage community residents and property owners to preserve the green and wooded character of existing neighborhoods.
Policy EC.10.5	Within the city, allow off-site options for replanting and restoration where not feasible on-site in order to meet tree retention requirements and achieve tree canopy coverage and storm water capture.
Policy EC.10.6	Develop and enforce effective regulatory penalties and practices for unauthorized removal or damage of trees.
Policy EC.10.7	Prioritize restoration and enhancement of environmentally critical areas and buffers, with the aim of enhancing ecosystem function.
Policy EC.10.8	Consider incentivizing retention of trees on existing lots, prioritizing clusters and/or a continuous canopy with trees on adjacent lots when feasible.
Policy EC.10.9	Promote regulatory tools that take into consideration the case-by-case context-sensitive nature of tree retention and canopy coverage.
Policy EC.10.11	Develop incentives to prioritize the retention of high value trees, including heritage and/or landmark trees.
Goal P.5	Maintain Sammamish parks and recreation facilities to ensure longevity of assets, a positive aesthetic and sensory experience, preservation of habitat and natural systems, and safety for park patrons.
Objective P.5.1	Preserve existing forested parks and open space areas by implementing management practices to ensure the long-term health of the urban forest. Monitor tree health, forest structure, and the occurrence of invasive species in parks and open space areas throughout the city. Plant trees in parks and open space areas to improve the overall tree canopy.
Objective P.5.11	Identify areas where native habitat should be improved to protect wildlife and maintain wildlife corridors through the incorporation of native plantings and access controls and removal of barriers to fish passage.
Policy T.4.4	Encourage transportation system development that minimizes existing tree canopy removal and replaces any necessary tree removal along traffic rights of way.



Town Center Plan Quality of Life Discussion Topics

# GREEN SPINE

More specific definitions are needed related to the intended use of the green spine, as well as the dimensions and location, to allow staff to clarify expectations to future developers.



**GREEN SPINE DEFINED:** The central form-giving feature of Town Center is “City Square”. Centrally located and adjoining SE 4th Street, this highly public civic open space establishes the scale, character, and function of the Core area. At approximately 300 feet per side, it establishes a block pattern and size that is pedestrian-friendly, walkable, and comparable with numerous successful town and city centers. “City Square” will be a gathering place for residents and visitors to Sammamish, offering a peaceful, softscape core, with increasingly active and hardscape edges, as you move to the surrounding retail sidewalks. To the north, east, and west, at mid-block are highly connective pedestrian street crossings, allowing the character and function of the active open space to cross over the low-volume feeder streets. To the south, are direct, at-grade connections to the Lower Sammamish Commons.

## EXISTING GOALS AND POLICIES

### Town Center Plan

Policy LU-1.6	Utilize multiple integrated measures of the preferred storm water management techniques as the standard within the Town Center.
Policy LU-2.7	Consider site and design measures in residential areas to: ... e. Develop compatible services, recreation and gathering places within walking/bicycling distance of homes.
Policy OS-1.1	Usable open space should be a priority for each quadrant of the Town Center.
Policy OS-1.3	Master plan for each of the mixed-use nodes (see Land Use element) should include a publicly accessible open space that meets the City’s design guidelines.
Goal D-1	Create a “sense of place” reflected in building forms, development patterns, and the public realm.
Policy D-1.1	The City should establish a master planning process for mixed-use nodes in the Town Center, with principles to direct development in those nodes.

### Comprehensive Plan

Goal LU.7	Support a land use pattern that promotes community health and connectivity within and between neighborhoods and active transportation routes consistent with public safety needs.
Goal LU.3	Promote...designated commercial/mixed use centers...to host a diversity of high quality places to live, work, shop, and recreate.
Policy LU.3.1	Town Center and the designated Commercial Centers should provide for a lively mix of activities, such as:... pedestrian walkways and transit access...civic, community service, community gathering and recreational uses.
Goal LU.4	Ensure that public facilities support and strengthen community character.
Goal HS.8	Foster healthy neighborhoods and promote a citywide culture of environmental and human health

## Town Center Plan Quality of Life Discussion Topics

## Green Spine

### Existing Goals & Policies Continued

Policy LU.4.1	Create community landmarks and promote identity through public art and public/semi-public development.
Goal LU.11	Establish a community that maintains and enhances the quality of life for everyone living and working within Sammamish.
Policy LU.11.3	Encourage parks...to locate on sites that give the community and neighborhoods landmarks and an identify, without creating adverse impacts on environmentally sensitive areas.

### CODE REFERENCES

- [SMC 21B.30.030](#) - Site Planning, Street Front Orientation
- [SMC 21B.30.040](#) - Site Planning, Street Layout
- [SMC 21B.30.050](#) - Site Planning, Building/Large Lot/Multiple Lot Developments
- [SMC 21B.30.060](#) - Site Planning, Pedestrian and Non-Motorized Vehicle Circulation
- [SMC 21B.30.070](#) - Site Planning, Internal Vehicular Circulation
- [SMC 21B.30.080](#) - Site Planning, Side and Back Yard Compatibility
- [SMC 21B.30.090](#) - Site Planning, Open Space
- [SMC 21B.30.120](#) - Site Design Elements Pedestrian Amenities
- [SMC 21B.30.130](#) - Site Design Elements, Internal Pedestrian Paths
- [SMC 21B.30.140](#) - Site Design Elements, Service Element Location Standards and Guidelines
- [SMC 21B.30.160](#) - Site Design Elements, Open Space Design
- [SMC 21B.30.170](#) - Site Design Elements, Trail Corridors
- [SMC 21B.35.060](#) - Landscaping, General Standards for all Landscape Areas
- [SMC 21B.35.070](#) - Landscaping, Additional Standards for Required landscape Areas
- [SMC 21B.35.080](#) - Landscaping, Advisory Tree List
- [SMC 21B.95.040](#) - Plan Application Requirements
- [SMC 21B.95.050](#) - Unified Zone Development Principles

### PLANNING DOCUMENTS

- [2008 Town Center Plan](#)
- [2009 Town Center Infrastructure Plan](#)
- [2016 Public Works Standards](#)
- [2018 Parks, Recreation and Open Space Plan](#)
- [2019 Urban Forest Management Plan](#)
- [Green Spine Design Manual](#)
- [Green Spine User Guide](#)



Town Center Plan Quality of Life Discussion Topics

# PUBLIC TRANSIT

The Town Center Plan doesn't specifically state what public transportation features should be included in Town Center. Further refinement of policies and regulations may be necessary in order to successfully implement the transit goals of the Town Center Plan.



**PUBLIC TRANSIT DEFINED:** As the City's densest residential and commercial neighborhood that is also located on the City's primary arterial road, the Town Center is well-positioned to be a hub for transit. The Town Center Plan envisions land uses and street design that promote transit use, and the City has been working with King County Metro/Sound Transit on locating a park and ride within Town Center.

## EXISTING GOALS AND POLICIES

### Town Center Plan

Goal T-2	Provide transportation facilities that create a unique character for the Town Center.
Goal T-7	Minimize the impacts of parking facilities on the Town Center's visual environment.
Policy T-7.3	Configure land uses and development to encourage forms of non-motorized transportation and transit use, thus reducing the need for vehicular parking.
Policy T-8.3	Work with local transit agencies to enhance transit service to and within the Town Center.

### Comprehensive Plan

Policy LU.3.1	Town Center and the designated Commercial Centers should provide for...pedestrian walkways and transit access.
Goal LU.7	Support a land use pattern that promotes community health and connectivity within and between neighborhoods and active transportation routes consistent with public safety needs.
Policy LU.7.2	Adopt land use designations where appropriate that promote efficient transportation systems, including road connections and connectivity between neighborhoods, while preserving or enhancing safe, active transport and the consideration of walking and biking distances in the location of residential, commercial and recreational uses.
Policy LU.7.3	Support land use choices that facilitate non-motorized trips.
Policy LU.7.4	Integrate land use characteristics, such as densities and key destinations, with planning for road connections and connectivity between neighborhoods, safe active transport trails, bike-ways and paths.
Policy LU.7.6	Promote neighborhood road connections and connectivity while protecting and enhancing active transport: <ul style="list-style-type: none"> <li>a. Seek opportunities to connect neighborhoods to existing and planned road and trail systems</li> <li>b. Ensure that neighborhoods are connected and accessible for all modes of travel</li> <li>c. Connect existing road ends with new development, where appropriate.</li> </ul>
Policy LU.7.7	Support road connections and connectivity that enhance safe walking and bicycling routes to schools.
Policy T.2.5	Encourage siting and designing transit facilities to enable access for pedestrian and bicycle patrons, where appropriate.

## Town Center Plan Quality of Life Discussion Topics

## Public Transit

### Existing Goals & Policies Continued

Policy T.2.8	Reduce the need for new capital improvements through investments in operations, demand management strategies, and system management activities, including: broadband communication systems, providing for flexible work schedules, public and private transit, vanpool systems and public transit subsidies.
Policy T.2.12	Design, construct, operate, and maintain transportation facilities to serve all users safely and conveniently, including motorist, pedestrians, bicyclists and transit users...
Policy T.2.13	Consider paving materials that are safe and quiet for all users (pedestrians, bicycle riders, wheelchairs, etc.) when mixed use of the pavement is expected.
Policy T.2.16	Encourage transit orientated development in the Town Center, commercial use centers, and joint-use park-and-ride facilities, where appropriate.
Policy T.2.21	Encourage a transit system that can serve mixed user centers with frequent, regular transit service.
Policy T.3.13	Consider transportation investments that provide and encourage alternatives to single-occupancy vehicle travel and increase travel options especially to and within commercial and mixed use areas and along corridors served by transit.
Policy T.3.14	Consider prioritizing investments in transportation facilities and services that support compact, pedestrian- and transit-oriented development.
Policy T.3.19	Consider city financing methods that sustain or expand local transit service.

### CODE REFERENCES

- [SMC 21B.25.040\(2\)\(b\)\(vi\)](#) - Bonus development capacity for special accommodation of transit services
- [SMC 21B.30.150](#) - Site Design Elements, Street Design
- [SMC 21B.40.010](#) - Encourage transportation alternatives
- [SMC 21B.40.090](#) - Transit and Rideshare Provisions
- [SMC 21B.40.150](#) - Structured Parking Requirements
- [SMC 21B.95.050](#) - Unified Zone Development Principles

### PLANNING DOCUMENTS

- [2008 Town Center Plan](#)
- [2009 Town Center Infrastructure Plan](#)
- [2016 Public Works Standards](#)
- [2018 Parks, Recreation and Open Space Plan](#)
- [Draft Transportation Master Plan](#)



Town Center Plan Quality of Life Discussion Topics

## REGIONAL STORMWATER

Provide a vision of how stormwater facilities can serve the community as valued public open space while mitigating the impact of Town Center development on downstream properties, stream beds, and receiving waters from erosion and other adverse impacts of stormwater runoff.



**REGIONAL STORMWATER DEFINED:** “Regional Stormwater” refers to a system that treats stormwater from two or more properties and often has the advantage of greater efficiency, control, and ease of maintenance. While the benefits of a regional stormwater system are clear, the development of such systems necessarily involve strategic partnerships and high-level cooperation between multiple parties. Although the City Council has expressed support of a regional stormwater approach, there is much work to be done to enhance the City’s policies regarding a regional stormwater facility and its partnerships with private property owners who would ultimately use the system.

### EXISTING GOALS AND POLICIES

#### Town Center Plan

Policy LU-1.6	Utilize multiple integrated measures of the preferred storm water management techniques as the standard within the Town Center.
Policy NS-1.2	Innovative environmental management techniques should be employed where appropriate.
Policy NS-1.3	Regional stormwater management systems should be designed and constructed as part of the master planning and development of mixed-use nodes.
Policy NS-1.5	The City should acknowledge that the Town Center is the single best opportunity to create district-scale environmentally responsive development.

#### Comprehensive Plan

Goal HS.5	Conserve water and protect water quality
Goal HS.8	Foster healthy neighborhoods and promote a citywide culture of environmental and human health
Goal HS.9	Promote sustainable development through the use of environmentally sensitive building techniques and low impact stormwater methods.
Policy LU.2.6	Where feasible, design stormwater facilities to provide supplemental benefits, such as pollinator and wildlife habitat, recreation, trails and enhancement of community character.
Policy LU.2.7	Consider site and design measures in residential areas to: <ul style="list-style-type: none"> <li>a. Ensure that stormwater facilities enhance neighborhood character, whenever possible</li> <li>b. Promote privacy</li> <li>c. Preserve vegetation, protect the natural environment and encourage planting of trees and native vegetation.</li> <li>d. Provide passive recreation, including trails where appropriate</li> <li>e. Develop compatible services, recreation and gathering places within walking/bicycling distance of homes</li> </ul>
Policy LU.3.5	Foster public/private partnerships to implement economic development programs and projects.

## Town Center Plan Quality of Life Discussion Topics

## Regional Stormwater

### Existing Goals & Policies Continued

<b>Goal</b> CF.4	Design and locate capital facilities with features and characteristics that support the environment, energy efficiency, aesthetics, technological innovation, cost effectiveness, and sustainability.
<b>Policy</b> CF.4.2	Incorporate consideration of physical health and well-being into decisions regarding the location, design, and operations of capital facilities.
<b>Policy</b> CF.4.9	Promote the co-location of capital facilities, when feasible, to enhance efficient use of land, reduce public costs, reduce travel demand, and minimize disruption to the community.
<b>Policy</b> LU.11.4	Encourage public and private community service providers, including the City, to share or reuse facilities that provide adequate shared parking, consistent with city code, to reduce costs, conserve land and provide convenience and amenity for the public. Joint siting and shared use of facilities should be encouraged for schools, community centers, health facilities, cultural facilities, libraries, swimming pools, other social facilities and gathering places.
<b>Policy</b> EC.5.36	Provide for contingency measures to control nonpoint sources of pollution from site development construction and post-construction stormwater runoff as warranted by monitoring and inspection.
<b>Policy</b> EC.5.46	Provide outreach and education to improve commercial, public and private compliance with stormwater regulations.
<b>Policy</b> EC.5.49	Manage storm water runoff through a variety of methods, with the goal of: <ol style="list-style-type: none"> <li>Limiting impacts to aquatic resources (including lake and stream life forms), and</li> <li>Promoting groundwater recharge.</li> </ol>
<b>Policy</b> UT.1.5	Provide for stormwater systems that minimize or eliminate adverse impacts to natural watercourses, address rate of discharge and water quality, and strive to approximate pre-development levels of infiltration.
<b>Policy</b> UT.2.2	Promote co-location of new public and private utility distribution facilities above-ground and in underground shared trenches.

### CODE REFERENCES

- [SMC 21B.30.100](#) - Site Planning, Stormwater Facility Planning
- [SMC 21B.85.030](#) - Town Center Interim Stormwater Standards Adopted
- [SMC 21B.95.050](#) - Unified Zone Development Principles

### PLANNING DOCUMENTS

- [2008 Town Center Plan](#)
- [2009 Town Center Infrastructure Plan](#)
- [2016 Public Works Standards](#)
- [2018 Parks, Recreation and Open Space Plan](#)
- [Sammamish Amendment to the 2016 KCSWDM](#)



Town Center Plan Quality of Life Discussion Topics

# SOLAR GENERATION (Sustainable Technologies)

In the 12 years since the Town Center Plan was adopted, much more is known about the benefits of solar generation and other sustainable technologies. These need to be explored and integrated into the plan.



**SOLAR GENERATION DEFINED:** The Town Center Plan envisions a sub-area that enhances the area’s natural ecological functions in both the built and natural environments. In the ten years since the adoption of the Town Center Plan, there have been vast developments in both the quality and scope of environmentally friendly and sustainable technology, techniques, and scientific knowledge. Categories to consider under this subject could include updated environmental regulations, incentives, or City initiatives to better position the Town Center to take advantage of the latest advances in the world of green infrastructure.

## EXISTING GOALS AND POLICIES

### Town Center Plan

Policy NS-2.1	The City should encourage green building techniques, low-impact development techniques, and other mechanisms to minimize environmental impacts.
Policy NS-2.4	“Green building” practices should be encouraged through incentives, where appropriate.

### Comprehensive Plan

Goal HS.4	Conserve energy usage in buildings
Goal HS.9	Promote sustainable development through the use of environmentally sensitive building techniques and low impact stormwater methods.
Policy LU.9.1	Identify and adopt zoning code amendments to allow distributed energy generation compatible with surrounding uses and adopt incentives that promote distributed generation.
Goal EC.7	Support regional efforts in mitigating and adapting to climate change.
Policy EC.7.3	Consider a multi-pronged approach to climate change mitigation, including support for energy efficiency, vehicle trip reduction, reforestation, environmental protection and flood control.
Goal EC.8	Sammamish is a sustainable city.
Policy EC.8.2	Lead by example in the conservation of natural resources, such as energy, water and trees, and the avoidance of adverse environmental impacts.
Goal EC.9	Encourage projects that utilize green energy strategies such as smart meters, geothermal, solar and wind systems and other innovative approaches to conserving resources in conjunction with other agencies, as appropriate.
Policy EC.9.1	Promote the use of environmentally friendly construction practices, such as those specified under certification systems like Leadership in Energy and Environmental Design (LEED), King County Built Green and Living Building Challenge.
Policy EC.9.2	Encourage projects that utilize green energy strategies such as smart meters, geothermal, solar and wind systems and other innovative approaches to conserving resources in conjunction with other agencies, as appropriate.

## Town Center Plan Quality of Life Discussion Topics

## Solar Generation (Sustainable Technologies)

### Existing Goals & Policies Continued

Policy T.3.5	Apply technologies, programs and other strategies that optimize the use of existing infrastructure in order to improve mobility, reduce congestion, increase energy-efficiency, reduce maintenance requirements, and reduce the need for new infrastructure.
Policy H.2.12	Promote location-efficient and energy-efficient housing choices through incentives and other means.
Policy UT.4.4	Coordinate with non-City-owned utilities to ensure that energy and telecommunications resources are available to support the proposed land use plan.
Goal UT.5	Encourage the use of innovative measures and new technologies to reduce overall demand and enhance service to city residents.
Policy UT.5.1	Encourage opportunities for individual businesses or homeowners to become more energy independent by reducing energy use and/or generating a portion of their energy needs on site.
Policy UT.5.2	Encourage the use of alternative energy sources for homes and businesses, provided that there is no adverse neighborhood impact.
Policy UT.5.3	Support renewable energy production by encouraging businesses and homeowners to consider purchase of green power through programs such as Puget Sound Energy's Green Power Program.

### CODE REFERENCES

[SMC 21B.30.080\(2\)\(a\)](#) - Solar access and privacy for multifamily dwelling units.

[SMC 21B.30.190\(2\)\(f\)](#) - Site design elements for solar powered lighting.

### PLANNING DOCUMENTS

- [2008 Town Center Plan](#)
- [2009 Town Center Infrastructure Plan](#)

### COUNCIL MEMBER INPUT ON REGIONAL SOLAR GENERATION (SUSTAINABLE TECHNOLOGIES)

*After completing your review of the adopted goals, policies and regulations, what do you believe the City's next steps should be?*

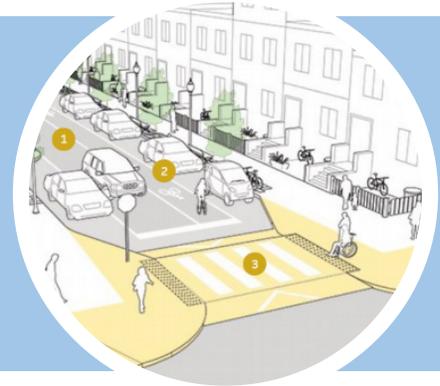
- Policy Work Only** - Review and amend adopted Town Center goals and policies related to solar generation.
- Development Regulations Only** - Review and amend adopted Town Center regulations related to site planning, design standards, and UZDP development principles.
- Policy and Development Regulations** - Review and amend the Town Center goals, policies and regulations.
- No changes needed** - The adopted Town Center goals, policies and regulations are good as is.



Town Center Plan Quality of Life Discussion Topics

# PUBLIC RIGHT OF WAY DESIGN STANDARDS

Current design standards are not integrated into our Public Works Standards and updates may be needed to achieve the City's vision for urban streets and park features.



**PUBLIC RIGHT OF WAY DESIGN STANDARDS DEFINED:** A key feature of the Town Center will be its unique urban design that will reinforce the special character of the sub-area. Public design standards provide a toolkit for City staff, property owners, and developers to use in designing improvements for public roadways, street-scapes, and parks in the Town Center. Town Center Public Works Standards will help advance the development of Town Center, ensure a consistent urban design, facilitate maintenance and reduce long term costs, respond to local context, promote pedestrian safety and access, and enhance economic activity in the Town Center.

## EXISTING GOALS AND POLICIES

### Town Center Plan

Policy T-2.3	Establish street design standards to create distinctive street-scape, lighting, crosswalk, landscaping, and street furniture design.
Policy T-5.2	Establish street-scape design standards to encourage pedestrian and bicycle use.
Policy OS-2.1	Multi-purpose trails, pathways, and sidewalks connecting to the citywide trail system should be developed. (See also the Transportation element.)
Goal OS-2	Construct a network of trails and pathways in the Town Center that connects sections of the city's trail system.

### Comprehensive Plan

Goal LU.1	Build community character and identity on a Citywide basis to enhance the high quality of family life established in Sammamish.
Goal LU.3.2	Develop sub-area plans and design guidelines for designated Community Centers/Commons to support long term compatibility and vitality.
Policy LU.4.1	Create community landmarks and promote identity through public art and public/semi-public development.
Policy LU.4.3	Recognize that the character of public rights-of-way play a role in determining community character. Wherever feasible, incorporate street-scape improvements, such as way-finding signs, lighting, public art, enhanced landscaping, including native plantings, and street furniture to enhance community character.
Policy LU.7.5	Encourage connectivity within a new development and connectivity between a new development and development outside of it by minimizing use of cul-de-sacs.
Policy LU.7.3	Support land use choices that facilitate non-motorized trips.
Policy LU.7.4	Integrate land use characteristics, such as densities and key destinations, with planning for road connections and connectivity between neighborhoods, safe active transport trails, bike-ways and paths.
Policy LU.7.7	Support road connections and connectivity that enhance safe walking and bicycling routes to school.

## Town Center Plan Quality of Life Discussion Topics

## Public Right of Way Design Standards

### Existing Goals & Policies Continued

Objective P.1.1	Provide barrier-free (ADA-compliant) access, where readily achievable, by modifying existing facilities or when designing or constructing new facilities.
Objective P.3.9	Plan non motorized trail systems for pedestrian and bicycle access throughout the City and connect adjoining communities through regional linkages.

### CODE REFERENCES

- [SMC 21B.30.030](#) - Site Planning - Streetfront Orientation
- [SMC 21B.30.040](#) - Site Planning - Street Layout
- [SMC 21B.30.060](#) - Site Planning - Pedestrian and Nonmotorized Vehicle Circulation
- [SMC 21B.30.070](#) - Site Planning - Internal Vehicular Circulation
- [SMC 21B.30.110](#) - Site Planning - Street Corners
- [SMC 21B.30.120](#) - Site Design Elements - Pedestrian Amenities
- [SMC 21B.30.130](#) - Site Design Elements - Internal Pedestrian Paths
- [SMC 21B.30.150](#) - Site Design Elements - Street Design
- [SMC 21B.30.160](#) - Site Design Elements - Open Space Design
- [SMC 21B.30.170](#) - Site Design Elements - Trail Corridors
- [SMC 21B.30.190](#) - Site Design Elements - Lighting
- [SMC 21B.95.050](#) - Unified Zone Development Principles
- [Chapter 21B.96 SMC](#) - Development Standards - Interim Street Standards

### PLANNING DOCUMENTS

- [2008 Town Center Plan](#)
- [2009 Town Center Infrastructure Plan](#)
- [2016 Public Works Standards](#)
- [2018 Parks, Recreation and Open Space Plan](#)

### COUNCIL MEMBER INPUT ON REGIONAL PUBLIC RIGHT OF WAY DESIGN STANDARDS

*After completing your review of the adopted goals, policies and regulations, what do you believe the City's next steps should be?*

- Policy Work Only** - Review and amend adopted Town Center goals and policies related to public ROW design standards.
- Development Regulations Only** - Review and amend adopted Town Center regulations related to site planning, design standards, and UZDP development principles.
- Policy and Development Regulations** - Review and amend the Town Center goals, policies and regulations.
- No changes needed** - The adopted Town Center goals, policies and regulations are good as is.



Town Center Plan Quality of Life Discussion Topics



# Agenda Bill

City Council Regular Meeting  
March 17, 2020



<b>SUBJECT:</b>	2020 Work Plan		
<b>DATE SUBMITTED:</b>	February 26, 2020		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action	<input type="checkbox"/> Direction	<input type="checkbox"/> Informational
<b>RECOMMENDATION:</b>	Discuss and approve the work plan.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - 2020 Work Plan - Detailed</a> <a href="#">2. Exhibit 2 - 2020 Work Plan - Visual</a>		
<b>BUDGET:</b>			
Total dollar amount		<input type="checkbox"/> Approved in budget	
Fund(s)		<input type="checkbox"/> Budget reallocation required	
		<input checked="" type="checkbox"/> No budgetary impact	
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety		
<input checked="" type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input checked="" type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability		

## KEY FACTS AND INFORMATION SUMMARY:

During the City Council Retreat on January 24, 2020, the Council reviewed a list of potential work plan items for the year. This list was Council-focused, meaning it only included items that would come in front of Council in 2020 at a regular meeting or study session.

As a result of the discussion, Council added the following priority work plan items to the list:

1. Town Center Projects Placeholder (for projects resulting from Retreat discussion)
2. Community Vision

Following the Retreat, staff developed a detailed spreadsheet (**Exhibit 1**) showing the work plan items planned for the individual Council meetings throughout the year. This required some assumptions for each work plan item, in terms of the number of Council meetings and the amount of time needed. The

goal was to have no more than 2.5 hours of agenda items per meeting; however, this was not always possible due to the volume of work.

Per the Council's request for a visual work plan calendar, staff condensed that detailed spreadsheet into the more digestible visual shown in **Exhibit 2**. On February 18, 2020, staff presented these spreadsheets to the Council and answered a handful of questions on individual items. Minor updates were made to the spreadsheets following the meeting.

Staff has not scheduled five items shown near the bottom of the Exhibits (see light purple shading), which are primarily related to Town Center. These projects will require *significant* meeting time on an already full work plan. So, adding them to the work plan will require removing other items. The Town Center discussion topic, which precedes this topic on the agenda, is intended to provide direction on those projects.

**Needed from Council**

1. Does the Council want to address the Town Center projects shown at the bottom of the Exhibits in 2020?
2. Does the Council want to add or remove any work plan items?
3. Is the Council ready to approve the 2020 work plan? Keep in mind this is a working document and will change throughout the year.



2020 Council Work Plan			Total Time																																
1=30min 2=1hr 3=1.5hrs 4=2hrs   Max 5/meeting			5	5	7	5	6	5	7	6	6	6	6	6	6	5	7	5	5	5	6		6	4	4	6	6	6	5	5	4	5	1		
ID	Item	Critical	Lead	Feb			Mar			Apr			May			Jun*				Jul			Aug	Sep			Oct			Nov			Dec		
				4	11	18	3	10	17	7	14	21	5	12	19	2	9	16	23	7	14	21	N/A	1	8	15	6	13	20	3	10	17	1	8	15
L5	Athletic Field Study	x	Parks								3					2																			
R4	Big Rock Park Site B - Phase I Improvements	x	Parks							2																									
S1	Security Camera Policy	x	Parks	1									2																						
L14	Land Acquisition		Parks	1							1											1													
L15	Klahanie Park - Master Plan		Parks																						2										
R1	City Code Revisions (Chapter 7.12 - Parks)		Parks																			3			2										
R3	Arts Commission - Grant Program		Parks																						2						1				
R5	Inglewood MS - Athletic Field Improvements		Parks													2						2						1							
S4	School Resource Officer – Inglewood MS		Police														1																		
NEW	2021-2026 Transportaton Improvement Plan	M	PW										4			2		1																	
T2	Transportation Master Plan	x	PW				4				3		2											3						1			1		
T3	Update Public Works Standards	x	PW																								1								
T4	SR202/Sahalee Way NE Intersection Study	x	PW				4				3																								
T5	Sound Transit North Sammamish Park and Ride	x	PW	1																				1											
E2	Laughing Jacobs Creek Basin Plan		PW																												1				
NEW	Traffic Impact Fee Update	x	PW																			1	1												
H6	City Manager Recruitment	x	CMO	To be determined (Likely will require a meeting outside of the normal schedule)																															
NEW	Town Center Projects (TBD - Placeholder)		DCD	Pending Council direction 3 - will require significant meeting time																															
L10	Town Center Public ROW Design Standards.		DCD	Pending Council direction - will require significant meeting time																															
L9	Town Center Regional Stormwater		DCD	Pending Council direction - will require significant meeting time																															
L18	Lower Commons - Master Plan Update & Plaza (TC)		Parks	Pending Council direction - will require significant meeting time (dependent on Town Center/Regional Stormwater)																															
R2	4th Street Art Sculpture	x	Parks	Consent																															
F5	2021 Fee Schedule and Salary Schedule Resolutions		Finance	Consent																															
S5	Title 23 Code Amendments		DCD	Pushed																															
H7	Electronic Content Management System		CMO	Pushed																															
F2	Economic Development Project (TBD)		DCD	No time																															
H2	2020 State Legislative Session (As Needed)		CMO	Legislative Committee																															

2020 Council Work Plan

■ Mandatory      ■ Critical      ■ Discretionary

ID	Item	Critical	Lead	Feb	Mar	Apr	May	Jun*	Jul	Aug	Sep	Oct	Nov	Dec*
H5	Union Contract	x	CMO											
L1	Youth Mental Wellness Funding	x	CMO											
NEW	Rules of Procedure	x	CMO											
L2	ARCH Budget and Work Program	x	DCD											
L3	Housing Trust Fund Authorization	x	DCD											
NEW	2020 Work Plan	x	CMO											
S1	Security Camera Policy	x	Parks											
L14	Land Acquisition		Parks											
T5	Sound Transit North Sammamish Park and Ride	x	PW											
NEW	Emergency Management Training		CMO											
T4	SR202/Sahalee Way NE Intersection Study	x	PW											
L8	Phase II - Development Regulations Update		DCD											
T2	Transportation Master Plan	x	PW											
T1	Traffic Model Audit	x	CMO											
R4	Big Rock Park Site B - Phase I Improvements	x	Parks											
H1	Wireless Communication Facilities Code Update	x	DCD											
L5	Athletic Field Study	x	Parks											
L4	ADA Transition Plan	x	CMO											
NEW	Community Visioning		DCD											
S3	King County Regional Hazard Mitigation Plan	x	CMO											
L11	Urban Growth Capacity Study	x	DCD											
C1	Social Media Policy		CMO											
E1	Flood Ordinance Review	M	DCD											
New	2021-2026 Transportaton Improvement Plan	M	PW											
S2	Title 16 - Building Code Update	M	DCD											
L17	Site Specific Land-Use Map Amendment – CWU	x	DCD											
NEW	Police Services		CMO											
S4	School Resource Officer – Inglewood MS		Police											
R5	Inglewood MS - Athletic Field Improvements		Parks											
F3	2021-2022 Biennial Budget	M	Finance											
L6	UFMP Implementation Strategies	x	DCD											

2020 Council Work Plan

■ Mandatory

■ Critical

■ Discretionary

ID	Item	Critical	Lead	Feb	Mar	Apr	May	Jun*	Jul	Aug	Sep	Oct	Nov	Dec*
H3	Revised Employee Handbook	x	CMO											
C2	Website Refresh		IT											
NEW	Traffic Impact Fee Update	x	PW											
L15	Klahanie Park - Master Plan		Parks											
R1	City Code Revisions (Chapter 7.12 - Parks)		Parks											
L12	Human Services Grant Program (2021-2022)	x	CMO											
L7	Transfer of Development Right Analysis	x	DCD											
R3	Arts Commission - Grant Program		Parks											
F1	Development Fee Analysis		Finance											
L13	Comprehensive Plan and Development Regulations	x	DCD											
T3	Update Public Works Standards	x	PW											
F4	Property Tax Levy	M	Finance											
E2	Laughing Jacobs Creek Basin Plan		PW											
H4	Continuity of Operation Planning (COOP)		CMO											
H6	City Manager Recruitment	x	CMO	To be determined (Likely will require a meeting outside of the normal schedule)										
NEW	Town Center Projects (TBD - Placeholder)		DCD	Pending Council direction - will require significant meeting time										
L10	Town Center Public ROW Design Standards.		DCD	Pending Council direction - will require significant meeting time										
L9	Town Center Regional Stormwater		DCD	Pending Council direction - will require significant meeting time										
L18	Lower Commons - Master Plan Update & Plaza (TC)		Parks	Pending Council direction - will require significant meeting time (dependent on Regional Stormwater)										
R2	4th Street Art Sculpture	x	Parks	Consent										
F5	2021 Fee Schedule and Salary Schedule Resolutions		Finance	Consent										
S5	Title 23 Code Amendments		DCD	Pushed										
H7	Electronic Content Management System		CMO	Pushed										
F2	Economic Development Project (TBD)		DCD	No time										
H2	2020 State Legislative Session (As Needed)		CMO	Legislative Committee										

\* June includes an extra meeting on the 23rd (4th Tuesday) dedicated to the budget.

\* Assumes last meeting in December will be cancelled.

# Pam Stuart - Council Report

March 12, 2020

## Wednesday, February 26, GMPC Meeting

Topics covered:

- [Staff Report: UGA Changes](#)
- [Staff Report: Countywide Planning Policies: Housing](#)
- [2020 GMPC Meeting Topics Schedule](#)
- [GMPC Presentation - Housing](#)
- [GMPC Presentation - Countywide Planning Policies](#)

Key information for Sammamish – UGA changes are minor and I don't see any impact. The Countywide Planning Policies are being updated and these will have impacts to all cities within King County. The county is working hard to ensure these policies are available to inform the updates to our comprehensive plans.

<https://www.kingcounty.gov/depts/executive/performance-strategy-budget/regional-planning/Growth-Management/GMPC/MeetingInfo.aspx>

## Thursday, March 5 Meeting with King County Metro

King County Metro currently has goals defined by [Metro Connects](#) including

- increasing service hours by 70% from 2015 to 2040
- increasing ridership to 1 Million per day
- ensuring that 73% of residents are within ½ mile of frequent service with higher levels for low income areas
- based on region's growth needs and adopted comprehensive plans
- needed to meet Climate Goals

When the last KC Metro failed, Seattle implemented a Seattle only levy of .2% sales tax funding 1/10 of all KC Metro transit hours. Therefore, if the regional levy passes, the funding from Seattle will continue to pay for the service they currently have as they are already paying for it. If this cannot be assured, then Seattle will likely choose to create a new levy to maintain their services.

The estimates assume that \$220M per year will be needed to meet the region's growth needs and adopted comprehensive plans and regional climate goals.

Without the levy, and assuming that Seattle runs a levy of their own, KC Metro could maintain service but would not be able to expand service to meet growing demand and regional growth.

KC Metro is currently updating servicing guidelines which will impact where services will be allocated. Current service guidelines would dictate that the 216 would get more funding.

Later this year, they will have a plan that optimizes services to connect to light rail on the Eastside. They don't have significant hours to redistribute, Sound Transit will have more. So additional service hours will be essential to making improving this connectivity.

Would create an additional 450,000 hours of service per year outside of Seattle with the levy. This is significant. Planning efforts are underway by KC Metro, so no promises can be made to any city on service improvements.

**Note, without increases to service anywhere outside of Seattle, traffic will get worse for all and the environmental impacts will be significant and likely irreversible.**

### Friday, March 6 LWSD Sustainability Advisory Committee

LWSD is doing great work on sustainability from how they design their buildings, to technology, to cleaning and food handling, and beyond. This group is working in conjunction with the district to assist in project selection and helping to bring together partners to improve the outcomes and impacts of these sustainability efforts.

City Council Agenda Calendar

Meeting Date	Packet Items Due	Time	Meeting Type	Topics
<b>April 2020</b>				
Tues 4/7	3/25	6:30 pm	Regular Meeting	<ul style="list-style-type: none"> <li>Traffic Model Audit (1.5 hrs)</li> <li>Bid Award: Big Rock Park B/TBD - 30 min</li> <li>Contract: Big Rock Park Construction Administration/KPG - 30 min</li> <li>Wireless Communications Facilities Code Update</li> </ul> <p><u>Consent</u></p> <ul style="list-style-type: none"> <li>Approval: King Conservation District Grant</li> <li>Approval: SE 4th St Change Order - Marshbank</li> <li>Approval: Issaquah Fall City Ph 2 Design Contract - HDR</li> </ul>
Tues 4/14	4/1	6:30 pm	Study Session	<ul style="list-style-type: none"> <li>Sahalee Corridor Widening Update - 90 min</li> <li>Athletic Field Study - 90 min</li> </ul>
Tues 4/21	4/8	6:30 pm	Regular Meeting	<ul style="list-style-type: none"> <li>Transportation Master Plan Update - 90 min</li> </ul> <p><u>Consent</u></p> <ul style="list-style-type: none"> <li>Sound Transit Partnering Agreement - No. Sammamish Park and Ride - 30 min</li> <li>Sammamish Youth Board Appointments</li> </ul> <p><u>Executive Session</u></p> <ul style="list-style-type: none"> <li>Land Acquisition - 30 min</li> </ul>