



## AGENDA

### City Council

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6:30 PM - Tuesday, August 11, 2020

City Hall Council Chambers, Sammamish, WA

Page

Estimated  
Time

#### CALL TO ORDER

6:30 pm

#### MEETING ACCESSIBILITY

Pursuant to the Governor's emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

#### To View Live:

- **City Website:** [www.sammamish.us/tv21](http://www.sammamish.us/tv21)
- **City Facebook:** [www.facebook.com/CityofSammamishWA/](https://www.facebook.com/CityofSammamishWA/)
- **Comcast Channel 21** (within Sammamish only)

**To View Later:** Meeting videos are available the day after the meeting:

- **City Website:** [www.sammamish.us/tv21](http://www.sammamish.us/tv21)
- **YouTube:**  
[www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A](https://www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A)
- **Comcast Channel 21** (within Sammamish only)

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### EMERGENCY MANAGEMENT

6:35 pm

**COVID-19 Update:** Emergency Manager, Andrew Stevens

## APPROVAL OF AGENDA

### PUBLIC COMMENT

6:45 pm

Pursuant to the Governor's emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

#### Written Comment:

Written public comment will be accepted until 5:00 pm on the day of the meeting. Submit your written comments by email to the City Clerk at [lhachey@sammamish.us](mailto:lhachey@sammamish.us) and the City Council at [citycouncil@sammamish.us](mailto:citycouncil@sammamish.us).

#### Verbal Comment:

Up to 3 minutes of verbal public comment may be provided per person live during the meeting. Call the following number and input the access code when prompted by 6:30 pm the day of the meeting:

- Phone Number: **+1 (571) 317-3122**
- Access Code: **929-348-197**

**Once you have joined, you will be placed on mute. The meeting operator will unmute you when it is your turn to comment. You will hear an automated voice say "unmuted" when that occurs, and the operator will ask you to begin your comment.**

### EXECUTIVE SESSION

7:15 pm

Litigation pursuant to RCW 42.30.110(1)(i)

### CONSENT CALENDAR

7:35 pm

1. **Payroll:** For the Period Ending July 15, 2020 For a Pay Date of July 20, 2020 in the Amount of \$475,062.85
2. **Payroll:** For the Period Ending July 31, 2020 For a Pay Date of August 5, 2020 in the Amount of \$462,638.13
- 5 - 12 3. **Claims:** For Period Ending August 11, 2020 In The Amount Of \$6,024,450.10 For Check No. 57527 Through 57693  
[View Agenda Item](#)
- 13 - 72 4. **Resolution:** Granting Final Plat Approval Of Silverleaf Subdivision  
[View Agenda Item](#)

- 73 - 75      5.      **Bid Rejection:** Sammamish Community Aquatic Center - Parking Garage Traffic Coating Replacement Project  
[View Agenda Item](#)
- 76 - 130    6.      **Approval :** Electronic Records Management System and Services Contract/ Collabware Systems, Inc.  
[View Agenda Item](#)
- 131 - 135   7.      **Minutes:** For the July 21, 2020 Regular Meeting  
[View Agenda Item](#)
- 136 - 138   8.      **Minutes:** For the July 28, 2020 Special Meeting  
[View Agenda Item](#)

**PRESENTATIONS / PROCLAMATIONS**

**7:40 pm**

- 139          9.      **Proclamation:** Suicide Prevention Month - September  
[View Agenda Item](#)
- 140          10.     **Proclamation:** Emergency Preparedness Month - September  
[View Agenda Item](#)

**PUBLIC HEARINGS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**7:50 pm**

- 141 - 171    11.     **Discussion:** Capital Improvement Plans  
[View Agenda Item](#)
- 172 - 192    12.     **Approval:** Contract for the Phase Two Development Regulation Updates/Framework  
[View Agenda Item](#)
- 193 - 197    13.     **Discussion:** Second Quarter Human Services Grant Reporting  
[View Agenda Item](#)

**COUNCIL REPORTS/ CITY MANAGER REPORT**

- 198 - 200    14.     **Report:** Deputy Mayor Christie Malchow  
[View Agenda Item](#)
- 201 - 202    15.     **\*Report:** Councilmember Kent Treen  
[View Agenda Item](#)

**EXECUTIVE SESSION – IF NECESSARY**

**ADJOURNMENT**

**10:00 pm**

\* Added: Councilmember Kent Treen's report

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



# MEMORANDUM

To: Lita Hachey, City Clerk

From: Tracey, Finance Department

Date: July 30, 2020

Re: Claims for August 11<sup>th</sup>, 2020

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      ..0..
372,567.65 +
1,956,600.68 +
 79,441.54 +
  9,000.00 +
3,606,840.23 +
6,024,450.10 *
    
```

	\$ 372,567.65
	\$ 1,956,600.68
	\$ 79,441.54
	\$ 9,000.00
	\$ 3,606,840.23
Check #57527-57693	\$ 6,024,450.10

## Top 10 Over \$10,000 Payments

King County Sheriff's Office	\$ 3,166,669.02	Police services Jan - Jun 2020
Johansen Construction Company	\$ 972,067.53	SE Issaquah Fall City Road improvements
Active Construction	\$ 271,838.60	Big Rock Park Site B
RRJ Company	\$ 217,814.66	Curb ramp retrofit
Lochner Inc	\$ 125,953.19	SE Issaquah Fall City Road improvements
Pertee	\$ 102,538.42	SE 4th improvement; SE 8th - 218th Ave
David Evans & Associates	\$ 84,256.94	Issaquah Pine Lake Road improvements
Public Restroom Company	\$ 77,082.05	Big Rock Park
At Work	\$ 73,655.97	Residential pond mowing
Eastside Fire & Rescue	\$ 64,597.36	Emergency Manager Coordinator

Accounts Payable

Check Register Totals Only

User: tcartmel  
 Printed: 7/9/2020 - 1:00 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
57527	07/10/2020	AHBL	AHBL Inc	1,851.50	57,527
57528	07/10/2020	AUTODOC	Auto Doctor	2,651.70	57,528
57529	07/10/2020	BATTERIE	Batteries Plus	8,493.47	57,529
57530	07/10/2020	BELL&ASS	Bell & Associates, Inc	3,060.00	57,530
57531	07/10/2020	CENTURY	CenturyLink	195.30	57,531
57532	07/10/2020	REDUTIL	City of Redmond	34.70	57,532
57533	07/10/2020	COMCAST2	Comcast	9.40	57,533
57534	07/10/2020	CREATCIR	Creative Circle, LLC	4,890.00	57,534
57535	07/10/2020	ESTIRISA	Sara Estiri	208.51	57,535
57536	07/10/2020	FASTENAL	Fastenal Industrial Supplies	113.79	57,536
57537	07/10/2020	FAST-ISS	FASTSIGNS	225.50	57,537
57538	07/10/2020	FEHRPEER	Fehr & Peers	13,541.70	57,538
57539	07/10/2020	GRAYOS	Gray & Osborne, Inc.	29,755.44	57,539
57540	07/10/2020	HERRERA	Herrera Environmental Consult.	5,275.82	57,540
57541	07/10/2020	HONEY	Honey Bucket	774.95	57,541
57542	07/10/2020	ISSCEDAR	Issaquah Cedar & Lumber	90.16	57,542
57543	07/10/2020	KENYON2	Kenyon Disend PLLC	40,849.65	57,543
57544	07/10/2020	KIRCHOFF	Missey Kirchoff	500.00	57,544
57545	07/10/2020	KOEFOD	Richard Koefod	487.62	57,545
57546	07/10/2020	LEXIS	Lexis Nexis Risk Data Mgmt	162.90	57,546
57547	07/10/2020	LongBAY	Long Bay Enterprises, Inc	4,332.75	57,547
57548	07/10/2020	MCCAIN	McCain, Inc	514.80	57,548
57549	07/10/2020	MICROSOF	Microsoft	6,523.00	57,549
57550	07/10/2020	MINUTE	Minuteman Press	341.29	57,550
57551	07/10/2020	NAVIAPAY	Navia Benefit Solutions Client Pay	95.45	57,551
57552	07/10/2020	NESCO	Nesco LLC	6,380.00	57,552
57553	07/10/2020	PERTEET	Perteet, Inc.	102,538.42	57,553
57554	07/10/2020	PLANTSCA	Plantscapes, Inc	13,584.00	57,554
57555	07/10/2020	PROVAC	PRO-VAC	1,544.00	57,555
57556	07/10/2020	PUBLICRE	Public Restroom Company	77,082.05	57,556
57557	07/10/2020	PSE	Puget Sound Energy	8,997.06	57,557
57558	07/10/2020	RUDATDAV	David Rudat	3,500.00	57,558
57559	07/10/2020	RUIZSTER	Sterling Ruiz	113.91	57,559
57560	07/10/2020	SAM	Sammamish Plateau Water Sewer	142.29	57,560
57561	07/10/2020	SEATIM	Seattle Times	902.20	57,561
57562	07/10/2020	STANTEC	Stantec Consulting Services	5,119.00	57,562
57563	07/10/2020	STEINLOT	Stein Lotzkar & Starr P.S. Inc	4,302.00	57,563
57564	07/10/2020	TIMMONS	Timmons Group	280.00	57,564
57565	07/10/2020	PITNEYBO	U.S. Postal Service	1,500.00	57,565
57566	07/10/2020	UTILITIE	Utilities Underground Location Ctr	646.29	57,566
57567	07/10/2020	VERIZON	Verizon Wireless	6,988.32	57,567
57568	07/10/2020	WSDOT	Wa State Dept of Transportation	1,469.96	57,568
57569	07/10/2020	WESTTILE	Western Tile & Marble Contractors In	12,498.75	57,569
				372,567.65	
Check Total:					

# Accounts Payable

## Check Register Totals Only

User: tcarmel  
 Printed: 7/16/2020 - 3:39 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
57570	07/20/2020	ACTIONAP	Action Apparel	92.63	57,570
57571	07/20/2020	ACTIVECO	Active Construction Inc	271,838.60	57,571
57572	07/20/2020	atwork	At Work!	73,655.97	57,572
57573	07/20/2020	AUTODOC	Auto Doctor	2,376.93	57,573
57574	07/20/2020	BACKGROU	Background Source Intl	60.00	57,574
57575	07/20/2020	BATTERIE	Batteries Plus	1,557.21	57,575
57576	07/20/2020	CENTURY	CenturyLink	157.31	57,576
57577	07/20/2020	ISSCITY	City Of Issaquah	607.08	57,577
57578	07/20/2020	COLUMBIA	Columbia Ford	43,200.65	57,578
57579	07/20/2020	COMPOFF	Complete Office	4,689.70	57,579
57580	07/20/2020	CREATCIR	Creative Circle, LLC	4,925.00	57,580
57581	07/20/2020	EVANS	David Evans & Associates, Inc	84,256.94	57,581
57582	07/20/2020	DAVISDOO	Davis Door Service Inc	473.55	57,582
57583	07/20/2020	L&IELEVA	Dept of Labor & Industries	432.60	57,583
57584	07/20/2020	DKS	DKS Associates	1,777.95	57,584
57585	07/20/2020	DLT	DLT Solutions, LLC	6,425.10	57,585
57586	07/20/2020	DRIFTMIE	Driftmier Architects, P.S.	6,829.62	57,586
57587	07/20/2020	DTGENTER	DTG Enterprises Inc.	605.71	57,587
57588	07/20/2020	EASTFIRE	Eastside Fire & Rescue	64,597.36	57,588
57589	07/20/2020	ESA	ESA	5,800.35	57,589
57590	07/20/2020	FASTENAL	Fastenal Industrial Supplies	282.77	57,590
57591	07/20/2020	FAST-ISS	FASTSIGNS	264.00	57,591
57592	07/20/2020	GRAINGER	Grainger	689.07	57,592
57593	07/20/2020	HERMANSO	Hermanson Co LLP	2,418.01	57,593
57594	07/20/2020	ISNW	Industrial Solutions NW LLC	1,595.00	57,594
57595	07/20/2020	HONDAKU	Issaquah Honda Kubota	224.34	57,595
57596	07/20/2020	JOHANSEN	Johansen Construction Company	972,067.53	57,596
57597	07/20/2020	KENYON2	Kenyon Disend PLLC	23,740.17	57,597
57598	07/20/2020	KINGFI	King County Finance A/R	1,949.00	57,598
57599	07/20/2020	KCRADIO	King Cty Radio Comm Svcs	1,115.40	57,599
57600	07/20/2020	KLEINFEL	Kleinfelder, Inc.	204.50	57,600
57601	07/20/2020	KOMPANI	Kompan Inc	1,155.00	57,601
57602	07/20/2020	KPG	KPG Interdisciplinary Design	8,733.50	57,602
57603	07/20/2020	LOCHNER	Lochner, Inc.	125,953.19	57,603
57604	07/20/2020	MADRONA	Madrona Law Group, pllc	3,266.00	57,604
57605	07/20/2020	MAILPO	Mail Post Sammamish	1,689.82	57,605
57606	07/20/2020	MALLORYS	Mallory Paint Store Sammamish	189.17	57,606
57607	07/20/2020	MICROSOFT	Microsoft	7,402.38	57,607
57608	07/20/2020	NABARR	National Barricade Co., LLC	2,138.64	57,608
57609	07/20/2020	NESAM	NE Sammamish Sewer & Water	746.49	57,609
57610	07/20/2020	PACE	Pace Engineers, Inc.	8,260.00	57,610
57611	07/20/2020	PACOFF	Pacific Office Automation Inc.	849.19	57,611
57612	07/20/2020	PACPLANT	Pacific Plants	69.30	57,612
57613	07/20/2020	PACSOIL	Pacific Topsoils, Inc	1,162.79	57,613
57614	07/20/2020	PATRIOT	Patriot Maintenance Inc	36,404.42	57,614
57615	07/20/2020	PERTEET	Pertee, Inc.	12,858.84	57,615
57616	07/20/2020	PINARUBE	Ruben Pina	500.00	57,616
57617	07/20/2020	PRIMEELE	Prime Electric Inc	59,752.24	57,617
57618	07/20/2020	PSCLEAN	Puget Sound Clean Air Agency	15,661.75	57,618
57619	07/20/2020	PSE	Puget Sound Energy	35,367.54	57,619

Check	Date	Vendor No	Vendor Name	Amount	Voucher
57620	07/20/2020	PULTE	Pulte Group	7,500.00	57,620
57621	07/20/2020	PURIAAYU	Aayush Puri	132.00	57,621
57622	07/20/2020	QBSI	QBSI-Xerox	555.08	57,622
57623	07/20/2020	SAM	Sammamish Plateau Water Sewer	4,049.90	57,623
57624	07/20/2020	SEQUOYAH	Sequoyah Electric, LLC	340.44	57,624
57625	07/20/2020	SHERWIN	Sherwin-Williams Co Store 8189	41.20	57,625
57626	07/20/2020	SMARSH	Smarsh	123.44	57,626
57627	07/20/2020	SPRAGUE	Sprague Pest Solutions	503.80	57,627
57628	07/20/2020	STVIN	St Vincent DePaul Society	2,500.00	57,628
57629	07/20/2020	STANLEYJ	Janna Stanley	55.00	57,629
57630	07/20/2020	WATERSH	The Watershed Company	3,528.14	57,630
57631	07/20/2020	TOURNESO	Tournesol Siteworks	6,433.35	57,631
57632	07/20/2020	TRIANGLE	Triangle Associates, Inc	1,690.00	57,632
57633	07/20/2020	WAAUDIT	Wa State Auditor's Office	17,886.77	57,633
57634	07/20/2020	WSDOT	Wa State Dept of Transportation	330.63	57,634
57635	07/20/2020	WATREAS	Wa State Treasurer	880.50	57,635
57636	07/20/2020	WATRACTO	Washington Tractor	341.04	57,636
57637	07/20/2020	XEROX	Xerox Financial Services	2,712.13	57,637
57638	07/20/2020	YOUNGREB	Rebekah Young	700.00	57,638
57639	07/20/2020	ZIPLY	ZiPLY Fiber	411.15	57,639
57640	07/20/2020	ZUMAR	Zumar Industries, Inc.	4,815.80	57,640
Check Total:				1,956,600.68	

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 7/17/2020 - 12:43 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
57641	07/20/2020	ICMA401	ICMA 401	58,146.33	57,641
57642	07/20/2020	ICMA457	ICMA457	19,563.41	57,642
57643	07/20/2020	NAVIA	Navia Benefits Solution	1,731.80	57,643
Check Total:				79,441.54	

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
57644	07/23/2020	MCGREW	Eva S McGrew	9,000.00	57,644
				9,000.00	
Check Total:				9,000.00	

# Accounts Payable

## Check Register Totals Only

User: tcartmel  
 Printed: 7/23/2020 - 2:39 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
57645	07/24/2020	ALPINE	Alpine Products, Inc.	2,393.46	57,645
57646	07/24/2020	ATWORK	At Work!	11,858.00	57,646
57647	07/24/2020	AUTODOC	Auto Doctor	1,943.55	57,647
57648	07/24/2020	BATTERIE	Batteries Plus	40.59	57,648
57649	07/24/2020	BELLEVPD	Bellevue Police Department	65.00	57,649
57650	07/24/2020	BENSCLEA	Ben's Cleaner Sales Inc.	801.40	57,650
57651	07/24/2020	BERK	Berk Consulting, Inc.	13,470.00	57,651
57652	07/24/2020	BMC	BMC East LLC	72.94	57,652
57653	07/24/2020	BRIGHTVI	BrightView Landscapes LLC	2,193.94	57,653
57654	07/24/2020	CALPORT	CalPortland Company	1,347.49	57,654
57655	07/24/2020	CODEPUB	Code Publishing Inc	1,227.75	57,655
57656	07/24/2020	CREATCIR	Creative Circle, LLC	6,462.50	57,656
57657	07/24/2020	EVANS	David Evans & Associates, Inc	760.00	57,657
57658	07/24/2020	DAVISDOO	Davis Door Service Inc	1,139.54	57,658
57659	07/24/2020	EMPSDFML	Employment Security Dept	10,797.03	57,659
57660	07/24/2020	ESA	ESA	6,433.75	57,660
57661	07/24/2020	FASTENAL	Fastenal Industrial Supplies	255.26	57,661
57662	07/24/2020	FEDERICI	Nick Federici	2,000.00	57,662
57663	07/24/2020	GLOBALRE	Global Rental Co, Inc	2,206.00	57,663
57664	07/24/2020	GRANGE	Grange Supply, Inc.	354.03	57,664
57665	07/24/2020	HONEY	Honey Bucket	3,069.39	57,665
57666	07/24/2020	HWA	HWA GeoSciences, Inc	130.00	57,666
57667	07/24/2020	KINGFI	King County Finance A/R	36,228.52	57,667
57668	07/24/2020	KINGSH	King County Sheriff's Office	3,166,669.02	57,668
57669	07/24/2020	LEYTON	Kimberly Leyton	699.75	57,669
57670	07/24/2020	MARTINET	Martinet Group LLC	7,900.00	57,670
57671	07/24/2020	MINUTE	Minuteman Press	458.72	57,671
57672	07/24/2020	MOBERLY	Lynn Moberly	10,002.24	57,672
57673	07/24/2020	MORUP	Morup Signs Inc	135.00	57,673
57674	07/24/2020	NETRUCKS	Northend Truck Equipment	4,968.22	57,674
57675	07/24/2020	PLANTSCA	Plantscapes, Inc	27,172.00	57,675
57676	07/24/2020	PLATT	Platt Electric Supply	81.37	57,676
57677	07/24/2020	PSE	Puget Sound Energy	3,602.54	57,677
57678	07/24/2020	REPUBLIC	Republic Services #172	869.32	57,678
57679	07/24/2020	RHYTHM	Rhythm Engineering LLC	12,100.00	57,679
57680	07/24/2020	RRJ	RRJ Company LLC	217,814.66	57,680
57681	07/24/2020	SEQUOYAH	Sequoyah Electric, LLC	335.52	57,681
57682	07/24/2020	SIGNARAM	Signarama-Redmond	619.78	57,682
57683	07/24/2020	SUMNERLA	Sumner Lawn & Saw	214.29	57,683
57684	07/24/2020	SUNBELT	Sunbelt Rentals	5,011.05	57,684
57685	07/24/2020	TAGS	Tags Awards & Specialties	204.60	57,685
57686	07/24/2020	WATERSH	The Watershed Company	2,023.75	57,686
57687	07/24/2020	TOLLBRO	Toll Brothers LLC	500.00	57,687
57688	07/24/2020	TRAFFIX	TraFFix Devices Inc	8,133.24	57,688
57689	07/24/2020	USGS	U.S. Geological Survey	2,163.00	57,689
57690	07/24/2020	WALAB	Wa State Dept of Labor & Indus	23,852.24	57,690
57691	07/24/2020	WSDOT	Wa State Dept of Transportation	326.91	57,691
57692	07/24/2020	WHPACIFI	WH Pacific, Inc.	4,814.86	57,692
57693	07/24/2020	ZUMAR	Zumar Industries, Inc.	918.01	57,693

Check	Date	Vendor No	Vendor Name	Amount	Voucher
				<u>3,606,840.23</u>	
			Check Total:	<u>3,606,840.23</u>	

**Agenda Bill**  
 City Council Special Meeting  
 August 11, 2020



<b>SUBJECT:</b>	A resolution approving the Final Plat for Silverleaf (formerly Osgood) Subdivision FSUB2020-00177											
<b>DATE SUBMITTED:</b>	July 29, 2020											
<b>DEPARTMENT:</b>	Community Development											
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
<b>RECOMMENDATION:</b>	Approve the resolution for the 12-Lot Silverleaf Subdivision, authorizing the Mayor to sign the final plat.											
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Resolution</a> <a href="#">2. Exhibit 2 - Settlement Agreement</a> <a href="#">3. Exhibit 3 - Director's Modification HE Decision</a> <a href="#">4. Exhibit 4 - Conditions Matrix</a> <a href="#">5. Exhibit 5 - HE Decision</a> <a href="#">6. Exhibit 6 - Final Plat Map</a> <a href="#">7. Exhibit 7 - Vicinity Map</a>											
<b>BUDGET:</b>	<table> <tr> <td>Total dollar amount</td> <td>N/A</td> <td><input type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>N/A</td> <td><input type="checkbox"/> Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input checked="" type="checkbox"/> No budgetary impact</td> </tr> </table>			Total dollar amount	N/A	<input type="checkbox"/> Approved in budget	Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required			<input checked="" type="checkbox"/> No budgetary impact
Total dollar amount	N/A	<input type="checkbox"/> Approved in budget										
Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required										
		<input checked="" type="checkbox"/> No budgetary impact										
<b>WORK PLAN FOCUS AREAS:</b>	<table> <tr> <td><input type="checkbox"/>  Transportation</td> <td><input type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input type="checkbox"/>  High Performing Government</td> <td><input type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety											
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability											
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation											
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability											

**NEEDED FROM COUNCIL:**  
 A Resolution approving the Final Plat for Silverleaf Subdivision (formerly Osgood), FSUB2020-00177.

**KEY FACTS AND INFORMATION SUMMARY:**  
[Summary Statement](#)

The developer of Silverleaf Subdivision is seeking to record the Final Plat, which will create 12 single-family residential lots. Silverleaf Subdivision was created from one (1) existing tax parcel totaling

approximately 3.86 acres zoned R-4 Urban Residential, which allows up to four (4) residential units per acre.

### **Background**

Prior to the submittal for the subdivision, the City adopted Ordinance No. O2013-350 (Environmentally Critical Areas Code update), which included the Erosion Hazards Near Sensitive Water Bodies overlay (EHNSWB), on June 9, 2013. On September 16, 2013, the property owner filed an appeal of the ordinance to the Growth Management Hearings Board - Central Puget Sound Region, Case No. 13-3-0009, challenging the provisions of the EHNSWB.

The Silverleaf Subdivision, previously known as the Osgood Subdivision, included a Settlement Agreement (**Exhibit 2**), dated July 1, 2014, between the Applicant (property owner) and the City. The property owner was required to demonstrate through professional technical studies that a subdivision would substantially improve water quality by making improvements to the property, as well as agree to set aside 50% of the property for a permanent open space tract, impervious surface restrictions, and site work limitations.

Under a Director's Modification, DIRM2014-00190, (**Exhibit 3**) dated February 17, 2015, the homeowner was allowed to proceed with an application of subdivision with conditions outlined in the Settlement Agreement. The staff decision to approve Director's Modification was appealed by the group Save Lake Sammamish and went before the Hearing Examiner on August 12, 2015. The Hearing Examiner denied the appeal and upheld the City's approval.

The Silverleaf Preliminary Subdivision application, PSUB2016-00017, was reviewed and granted preliminary approval of the proposed 12-lot subdivision by the Hearing Examiner on November 9, 2016 (**Exhibit 4**). The subject property is located at 19961 SE 24th Way and is a trapezoidal shape. The King County Assessor's parcel number is 0824069033.

This preliminary subdivision application vested to the City of Sammamish Municipal Code in effect on January 19, 2016. The City has reviewed and approved the installation of the required infrastructure improvements (drainage facilities, streets, sidewalks, etc.) under site development permit SDP2017-02556. The improvements have been substantially completed and inspected, or bonded for, as detailed below.

### **Trees**

#### **Tree Retention:**

Based on the Hearing Examiner's Decision and the project's vesting date, the preliminary subdivision application is vested to the City's current tree regulations (current SMC 21A.37) in the R-4 zoning district, requiring a 35% tree retention standard.

The project design included with the Hearing Examiner Decision indicated 58 of the 74 trees found on-site were healthy. A total of 20 trees were proposed to be removed, comprising of 4 healthy and 16 unhealthy or non-viable trees, requiring 25 replacement trees to be planted.

Following the preliminary approval and subsequent revisions to the approved site development permit, two additional significant trees were removed and replaced per the tree replacement standards. A total of 52 significant trees and one snagged tree (habitat feature) have been retained

throughout the project exceeding the 35% tree retention requirement. A total of 56 new trees have been planted on-site.

**Financial Guarantees**

Performance Bond:

The applicant posted a bond for the installation of the remaining right-of-way improvements on August 8, 2018 in the amount of \$122,569.60. A fee-in-lieu agreement performance guarantee was posted for frontage improvements on July 7, 2020 in the amount of \$29,583.70. This is due to a planned paving project along SE 24th Way, to be completed by the end of 2020.

Landscaping Bond:

The applicant posted a performance bond on May 10, 2019 for the landscaping and recreational improvements, including playground installation, in the amount of \$517,304.00.

Critical Areas Bond:

There are no critical areas located on the property requiring a financial guarantee.

**Impact Fees**

Street Impact Fees:

The applicant has elected to pay all of the required street impact fees at building permit issuance for 11 of the 12 new lots with credit given for 1 existing single-family residence.

School Impact Fees:

The applicant has elected to pay all of the required school impact fees at building permit issuance for 11 of the 12 new lots with credit given for 1 existing single-family residence.

Park Impact Fees:

The applicant has elected to pay all of the required park impact fees at building permit issuance for 11 of the 12 new lots with credit given for 1 existing single-family residences.

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

**FINANCIAL IMPACT:**

N/A

**CITY OF SAMMAMISH  
WASHINGTON  
Resolution No. R2020-\_\_\_\_\_**

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

WHEREAS, the City Council has received a recommendation of approval for the final plat of Silverleaf Subdivision; and

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

WHEREAS, the City Council desires to grant final approval to the 12-lot plat of Silverleaf Subdivision;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions. The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of November 9, 2016 for the preliminary plat approval of Silverleaf Subdivision, PSUB2016-00017.

Section 2. Grant of Approval. Based on its finding that the plat conforms to all terms of the preliminary plat approval and applicable land use laws and regulations, the City Council hereby grants final approval to the plat of Silverleaf Subdivision (12-lots).

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF AUGUST 2020.**

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Lita Hachey, City Clerk

Approved as to form:

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

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.: R2020-\_\_\_\_\_

**SETTLEMENT AGREEMENT  
BETWEEN THE CITY OF SAMMAMISH  
AND  
JIM OSGOOD AND SUSAN RICHARDSON**

This Settlement Agreement (“Agreement”) is entered into this 1<sup>st</sup> day of July, 2014, by and between Jim Osgood and Susan Richardson (“Osgoods”) and the City of Sammamish (“City”), a Washington municipal corporation. Osgoods and the City are collectively referred to herein as the “Parties.”

**RECITALS**

1. On June 9, 2013, the City adopted Ordinance No. 02013-350, which included provisions for an overlay related to erosion hazards near sensitive water bodies (the “Overlay”).
2. Osgoods own real property the further development of which will fall within the purview of the Overlay development regulations.
3. On September 16, 2013, Osgoods filed an appeal of Ordinance No. 02013-350 with the Growth Management Hearings Board Central Puget Sound Region, Case No. 13-3-0009, challenging the Overlay provisions (the “Appeal”).
4. The Parties now desire to resolve the Appeal on the following terms and conditions, which uphold the purpose of the Overlay development regulations to protect areas posing erosion hazards that drain directly to lakes or streams of high resource value, and allow Osgoods to develop their real property in conformity with the terms set forth herein.

**SETTLEMENT AGREEMENT**

A. Partial Tightline and Substantial Improvement to Water Quality. Osgoods shall be allowed to develop their real property legally described on the attached Exhibit A (the “Property”) using a partial tightline under the water quality improvement criteria in Sammamish Municipal Code (“SMC”) 21A.50.225(2)(c) (the “Project”) as specifically agreed upon herein. The director shall allow for a subdivision of the Property, subject to the following specific design approach, which will result in a Project that improves water quality consistent with SMC 21A.50.225(2)(c). Osgoods shall provide a technical study that describes qualitatively the improvement to water quality, such as a lowering of phosphorus and/or fecal coliform, that will result from the Project. This design approach incorporates aspects of the pilot program design criteria in SMC 21A.50.225(5) in order to achieve substantially improved water quality under SMC 21A.50.225(2)(c). The following shall be required as part of development on the Property site:

1. Partial Tightline. Installation of a stormwater pipe and associated catchbasins from a point determined by the City from roughly the intersection of SE 24<sup>th</sup> Way and 196<sup>th</sup> Avenue SE to the intersection of SE 24<sup>th</sup> Way and 194<sup>th</sup> Avenue SE, and from roughly the intersection of East Lake Sammamish Parkway and SE 24<sup>th</sup> Way to a point along East Lake Sammamish Parkway approximately 275 feet west of 197<sup>th</sup> Avenue SE. These sections of partial

tightlining are shown on the attached Exhibit B. The total distance is approximately 1,550 feet. Preliminary sizing shows that around 500 feet of the distance would be comprised of 12" diameter pipe with the remainder being 18" diameter pipe. The design is flexible, but final design is expected to involve the installation of roughly eight catchbasins. The improvements shall be located under existing road pavement, include grind and overlay re-paving of the half street, and are eligible for a latecomers agreement for potential reimbursement at a later date by subsequent development. The improvements shall not include curb and gutter, or water quality elements in the catchbasins. The system shall tie into an existing 18" diameter pipe near the lower intersection of SE 24<sup>th</sup> Way and 194<sup>th</sup> Avenue SE.

2. Surface Water Design.

(a) The Project shall comply with the adopted surface water design manual and SMC Title 13, Surface Water Management;

(b) The Project shall incorporate Level 3 flow control, or equivalent, as approved by the director;

(c) The drainage systems for the Project shall be designed to accommodate the 100-year storm, consistent with the requirements of the adopted surface water design manual;

(d) The drainage system for the Project shall incorporate an energy dissipater at the end of the tightline system, or equivalent, as approved by the director;

(e) Clearing of the Property shall be limited based on the treatment capacity designed into the permanent and temporary water quality treatment systems installed; and

(f) The proposed stormwater facilities for the Project shall be designed to remove eighty percent (80%) of all new total phosphorus loading on an annual basis due to new development (and associated stormwater discharges) where feasible or utilize AKART if infeasible. At a minimum, post development water quality treatment shall be designed to achieve a goal of sixty percent (60%) total phosphorus ("TP") removal for the water quality design flow or volume (defined in Section 6.2.1, p. 6-17 of the adopted 2009 KCSWDM).

3. Fifty percent (50%) of the gross site area (including any critical areas and buffers) shall be set aside as a permanent open space tract. The gross site area shall be the entire Property.

4. Revegetation consistent with City code shall be required on the Property to convert nonforested open space to forest.

5. Maximum impervious surface on each lot within the Project shall be fifty-five percent (55%).

6. Water re-use, rainwater harvesting or other similar techniques shall be included in the design of the homes constructed on the Property. With the use of rainwater harvesting, roofs shall be excluded from hydrologic modeling calculations per SMC Title 13.

7. Land clearing and grading may only occur between June 1st and August 30th with the phases of construction limited as follows:

(a) On or after June 1st, site clearing and grading necessary for the installation of permanent and temporary water quality treatment and conveyance may occur. Clearing and grading shall be limited to work necessary to install the partial tightline stormwater conveyance, permanent and temporary stormwater detention, and/or water quality facilities. For the purposes of temporary erosion and sediment control, the required partial tightline system may be either a portion of the permanent stormwater conveyance system if feasible, or a temporary tightline system to be replaced by the permanent system as construction progresses;

(b) Following installation and approval of the permanent and water quality treatment, development of the remainder of the site may occur;

(c) No later than August 30th, all site clearing and grading activity must be completed and the site fully prepared for winter rains, through techniques such as hydroseeding or stabilization as set forth in an approved construction season work limit plan; and

(d) The director may extend the seasonal construction limitations described above if, in the director's determination, appropriate erosion control measures and practices are in place and then prevailing weather patterns permit. An extension shall not be unreasonably withheld. The director shall not, however, authorize work prior to May 1st or after September 30th.

8. Prior to any site work, Osgoods shall obtain City approval of a temporary erosion and sediment control plan consistent with this Settlement Agreement, SMC 21A.50.220, and other laws and regulations. The temporary erosion and sediment control plan shall comply with grading limits, shall include construction season work limits that comply with the construction season limitations set forth above, and shall include a close out plan identifying the actions that will be taken to ready the site for winter weather. The close out plan shall include the following:

(a) By July 15th, City approval of any proposed changes to the close out plan to assure that the site will be prepared for winter weather by August 30th is required;

(b) By August 1st, review and approval of any revisions to the close out plan is required;

(c) By August 15th, City inspection is required of the site to confirm that all mandatory elements of the close out plan are being implemented. Following inspections, the City shall direct Osgoods to take, and Osgoods shall take, any additional actions that are necessary and may order all construction work to be stopped other than work to prepare the site for winter weather;

(d) By August 30th, all site work to prepare the site for winter weather shall be completed; and

(e) The director may extend these seasonal construction limitations if, in the director's determination, appropriate erosion control measures and practices are in place and then

prevailing weather patterns permit. An extension shall not be unreasonably withheld. The director shall not, however, authorize work prior to May 1st or after September 30th.

9. In addition to installation of all required temporary sediment and erosion control measures, and prior to any grading, other than grading necessary for installation of the stormwater management system, Osgoods shall construct the Project's stormwater management systems in accordance with plans approved by the City. Stormwater systems shall include permanent and temporary water quality treatment and detention facilities specified in the latest approved version of the surface water design manual and the pipes and outlet facilities necessary to convey stormwater to the approved discharge location.

(a) Temporary water quality treatment facilities shall be sized to treat runoff generated by cleared areas during the 10-year storm event during May through September and the 25-year storm event for the remainder of the year and release treated runoff with a measured turbidity of no more than 25 NTU.

(b) Temporary water quality treatment facilities shall include active sediment controls, such as chemical treatment, enhanced filtration or a combination of both per DOE guidelines (Sections C250 and C251, Volume II, Department of Ecology Stormwater Management Manual).

#### 10. Monitoring.

(a) Osgoods shall be responsible for collection of water quality monitoring data for the Project, which shall include data collection for the following: turbidity; total phosphorous; total suspended solids; temperature; flow rate; and volume. Osgoods shall retain the water quality monitoring data for a period of five (5) years after final inspection of the last house built or until code amendments allowing development within the erosion hazard near sensitive waters overlay, whichever is sooner.

(b) Prior to any site construction activity, Osgoods shall be responsible for completing visual inspections of the site and downstream properties to identify possible sources of erosion before, during, and after construction to provide a baseline condition for other data collection.

(c) During any site construction activity Osgoods shall be responsible for collecting monitoring data in accordance with the frequency established by the NPDES permit at the natural discharge location. Monitoring data shall be collected prior to the start of construction, through the construction period and until the last house has been built on the site.

(d) Following the final inspection of the last house built, Osgoods shall be responsible for collecting monitoring data for five (5) years. Data collection shall occur at a frequency of seven (7) times a year between the months of October and June. Monitoring shall not be required following construction if the pilot program is adopted as a permanent amendment to the erosion hazard near sensitive water body overlay.

(e) Monitoring data shall be summarized in annual water quality reports by Osgoods and submitted to the City. Annual reports shall evaluate the effect on King County water quality data from Lake Sammamish.

11. Other requirements of the SMC, state, and federal law or regulation shall remain applicable to the Project.

(a) The City recognizes that the Public Works Standards would allow a variation for an internal roadway to be 24 feet in width. Prior to a variation being granted and as part of the subdivision process, the City will review information from Osgoods regarding travel lanes, parking, sidewalks, paved width, and right of way width.

(b) The City agrees that Osgoods may delay development of frontage improvements for the Project until the City resolves its right of way encroachment issues, or for up to ten (10) years from preliminary plat approval, whichever is sooner. In the interim, frontage improvements shall not be required, but the internal road shall connect to the existing pavement. If construction of frontage improvements is triggered by resolution of the encroachment issues, Osgoods will complete construction of same within ninety (90) days of the City sending written notice to the tax payer of record. This notice provision shall be included in the conditions of preliminary plat approval.

(c) The City acknowledges that Osgoods have the right to seek Transfer of Development Rights (TDR) certification consistent with SMC provisions for TDR.

(d) Osgoods acknowledge that the subdivision application is subject to final decision by the hearing examiner, and that the terms of this Agreement are not binding on the hearing examiner. The City shall, however, present preliminary plat matters consistent with this Agreement to the hearing examiner. Osgoods agree that their subdivision application shall be for no more than 12 buildable lots.

(e) In addition, the parties recognize that the modification of property-specific development standards under SMC 21A.50.225(2)(c) is a Type 2 decision made by the director. Pursuant to SMC 20.05.020, this decision shall not be consolidated with the subdivision before the hearing examiner. Instead, a decision shall be issued by the director prior to the consideration of the subdivision by the hearing examiner. Osgoods shall voluntarily withdraw their appeal to the Growth Management Hearings Board pursuant to the terms of Section C. The Type 2 decision of the director is subject to appeal within 21 days of issuance. The City agrees to reasonably cooperate in the defense of any appeal and shall not settle any appeal absent the agreement of Osgoods.

**B. Indemnification and Hold Harmless.**

1. Osgoods shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of Osgoods, their agents and employees in performing their

obligations pursuant to this Agreement, or (ii) arising from those occurrences related to stormwater discharge from the Osgoods' Property onto private property or into Lake Sammamish.

2. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and Osgoods, Osgoods shall defend the same at their sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and Osgoods and their respective elected officials, officers, agents and employees, Osgoods shall satisfy the same.

3. In executing this Agreement, Osgoods do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, or which arises in whole or in part from stormwater discharge from properties other than the Osgoods' Property.

4. This indemnification and hold harmless is not personal to the Osgoods but instead shall run with the land and be noted as such on the recorded title to the subject real property described in Exhibit A.

C. Implementation.

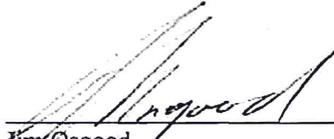
1. Osgoods shall submit the study referenced in Section A of this Agreement within five (5) weeks of full execution of the Agreement with the City. If the director grants the Type 2 permit modifying the property-specific development standards per SMC 21A.05.225(2)(c) and consistent with the terms of this Agreement, Osgoods shall voluntarily withdraw their appeal to the Growth Management Hearings Board within five business days of the director's decision. If the director does not grant the Type 2 permit modifying the property-specific development standards per SMC 21A.05.225(2)(c) and consistent with the terms of this Agreement, the parties shall continue litigating the Osgoods' appeal filed with the Growth Management Hearings Board.

2. Osgoods shall have one (1) year from approval of the Type 2 permit referenced in C.1 above to file their preliminary plat application.

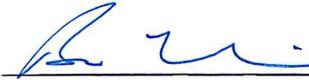
3. Osgoods shall have the time provided by RCW 58.17.140(3) from execution of the Agreement to record the final plat.

D. 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.

DATED this 19 day of June, 2014.

  
\_\_\_\_\_  
Jim Osgood

CITY OF SAMMAMISH

  
\_\_\_\_\_  
Ben Yazici, City Manager

  
\_\_\_\_\_  
Susan Richardson

**EXHIBIT A**

**Legal Description**

That portion of the south half of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter in Section 8, Township 24 North, Range 6 East, W.M., in King County, Washington, lying Easterly of King County Road No. 553.

Situate in the County of King, State of Washington.



### EXHIBIT B

- EXISTING PIPE
- PROPOSED PIPE

Subdivision will also comply with chapter 13.20 SMC

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

**DECISION**

**FILE NUMBER:** DIRM2014-00190

**APPELLANT:** Save Lake Sammamish  
C/o J. Richard Aramburu  
720 3<sup>rd</sup> Avenue, #2000  
Seattle, WA 98104  
rick@aramburu-eustis.com

**RESPONDENT:** City of Sammamish  
C/o Kim Adams Pratt  
Kenyon Disend, PLLC  
11 Front Street South  
Issaquah, WA 98027-3820  
kim@kenyondisend.com

**APPLICANTS:** Jim Osgood and Susan Richardson  
C/o Courtney A. Kaylor  
McCullough Hill Leary, PS  
701 Fifth Avenue, Suite 6600  
Seattle, WA 98104  
courtney@mhseattle.com

**TYPE OF CASE:** Appeal from a Director’s Modification of SMC 21A.50.225 standards

**EXAMINER DECISION:** DENY Appeal

**DATE OF DECISION:** August 12, 2015

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

Save Lake Sammamish (SLS) appeals from an administrative “Director’s Modification” (DIRM) of Sammamish Municipal Code (SMC) 21A.50.225 standards issued by the Director of the Sammamish

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

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HEARING EXAMINER DECISION

RE: DIRM2014-00190 (Save Lake Sammamish v. City; Osgood-Richardson DIRM)

August 12, 2015

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Department of Community Development (the Department) on February 17, 2015. (Exhibit 1001.B<sup>2</sup>) The applicants for the DIRM are Jim Osgood and Susan Richardson (Osgood-Richardson).

SLS filed the subject appeal on March 10, 2015. (Exhibit 1001) The appeal was timely filed in accordance with SMC 20.10.080(1).

The Osgood-Richardson property is located at 19661 SE 24<sup>th</sup> Way in Sammamish.

The Sammamish Hearing Examiner (Examiner) held a prehearing conference with the parties on April 8, 2015. The prehearing conference is memorialized in Exhibit 1007.

At Appellant’s request, and without objection from either of the other principal parties, the Examiner conducted a pre-hearing site view trip on August 3, 2015.

The Examiner held an open record hearing on August 5, 2015. The principal parties (the only parties to whom notice was required to be sent) waived written notice of the hearing as required by SMC 20.10.180(2) in favor of electronic notice which each received. (Statements of counsel at hearing)

Pursuant to City of Sammamish Hearing Examiner Rule of Procedure (RoP) 224(c) and Exhibits 1007 and 1017, the Examiner entered the following administrative exhibits into the hearing record:

- Exhibit 1001: Save Lake Sammamish’s appeal of the Director’s Development Standard Modification, filed March 10, 2015, with Attachments A – E to be cited as Exhibits 1001A – 1001E
- Exhibit 1002: E-mail, Maxim to Hachey, March 12, 2015 (prehearing conference request)
- Exhibit 1003: Notice of Appearance (Kaylor), filed March 13, 2015
- Exhibit 1004: Notice of Unavailability (Kaylor), filed March 13, 2015
- Exhibit 1005: Letter, Hearing Examiner to principal parties, March 16, 2015 (Appeal Guidance)
- Exhibit 1006: Notice of Prehearing Conference, issued March 19, 2015
- Exhibit 1007: Order Memorializing a Prehearing Conference, issued April 9, 2015
- Exhibit 1008.1: (Applicants’) Motion for Partial Dismissal and Summary Judgment, filed May 22, 2015, at 1:13 p.m.

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

The City and Osgood-Richardson numbered each page of most of their exhibits (Similar to “Bates” numbering.), including those where the original document was paginated. The two sets of page numbers do not always agree. Wherever available, the Examiner will use the exhibit page numbers assigned by the party rather than the original document page numbers.

HEARING EXAMINER DECISION

RE: DIRM2014-00190 (Save Lake Sammamish v. City; Osgood-Richardson DIRM)

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- Exhibit 1008.2: Declaration of Courtney A. Kaylor, with Exhibits A – D to be cited as Exhibits 1008.2A – 1008.2D
- Exhibit 1009.1: City of Sammamish’s Motion to Dismiss Certain Parts of the Appeal of a Director’s Modification, filed May 22, 2015, at 2:02 p.m.
- Exhibit 1009.2: Declaration of Kim Adams Pratt, filed May 22, 2015, at 2:02 p.m. with Exhibit 1 to be cited as Exhibit 1009.2.1
- Exhibit 1010: Preliminary Motion Regarding Appealability and SEPA Compliance, filed May 22, 2015, at 3:54 p.m. with Attachment 1 to be cited as Exhibit 1010.1
- Exhibit 1011: Applicants’ Response to Preliminary Motion Regarding Appealability and SEPA Compliance, filed June 3, 2015, at 10:38 a.m.
- Exhibit 1012: Response of SLS to Preliminary Motions of the City of Sammamish and the Applicant, filed June 3, 2015, at 2:57 p.m. with Attachments A and B to be cited as Exhibits 1012A and 1012B
- Exhibit 1013: City of Sammamish’s Response to Appellant’s Preliminary Motion Regarding Appealability and SEPA Compliance, filed June 3, 2015, at 3:53 p.m.
- Exhibit 1014: SLS Reply to Responses of Osgood/Richardson and the City Concerning Appealability and SEPA, filed June 8, 2015, at 12:48 p.m. (filed in person)
- Exhibit 1015: Applicants’ Reply on Preliminary Motions, filed June 8, 2015, at 2:54 p.m.
- Exhibit 1016: Reply of City of Sammamish to the Response of SLS to Preliminary Motions of City of Sammamish and the Applicant, filed June 8, 2015, at 3:01 p.m.
- Exhibit 1017: Order Amending Paragraph 3 of the Order Memorializing a Prehearing Conference, issued June 10, 2015
- Exhibit 1018: Interlocutory Order on Dispositive Motions, issued June 11, 2015

Pursuant to RoP 224(d) and Exhibits 1007 and 1017, the Respondent Department pre-filed Exhibits 1 – 13 and provided an index listing of those exhibits. Neither Appellant nor Applicant objected to entry of those exhibits. The Examiner entered those exhibits into the hearing record.

Pursuant to RoP 224(e) and Exhibits 1007 and 1017, Appellant SLS pre-filed Exhibits 2001 - 2009 and provided an index listing of those exhibits. On July 29, 2015, Appellant SLS pre-filed the resume of Jonathan Frodge, marked as Exhibit 2010. Appellant SLS filed its prehearing brief on July 31, 2015; the Examiner assigned exhibit number 2011 to the brief. Neither Respondent nor Applicant objected to entry of those exhibits. The Examiner entered those exhibits into the hearing record.

Pursuant to RoP 224(e) and Exhibits 1007 and 1017, Applicant Osgood-Richardson pre-filed Exhibits 3001 - 3003 and provided an index listing of those exhibits. Applicant Osgood-Richardson filed its prehearing brief on July 31, 2015; the Examiner assigned exhibit number 3004 to the brief. Neither Respondent nor Appellant objected to entry of those exhibits. The Examiner entered those exhibits into the hearing record.

The Deputy City Clerk has the record copy of all exhibit index lists and exhibits.

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## HEARING EXAMINER DECISION

RE: DIRM2014-00190 (Save Lake Sammamish v. City; Osgood-Richardson DIRM)

August 12, 2015

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

### MOTIONS

Three prehearing motions were submitted pursuant to an agreed schedule (See Exhibit 1007.): Osgood-Richardson's Motion for dismissal of Appeal Issues 3.2, 3.3, 3.4, and 3.8 and for summary judgement on Appeal Issues 3.1, 3.5, and 3.6 (Osgood/Richardson Motion; Exhibit 1008.1); the City's Motion for dismissal of Appeal Issues 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.8 (City Motion; Exhibit 1009.1); and SLS's Motion for an Order (SLS Motion) declaring that any appeal of the subject DIRM must be consolidated with consideration of a future land development application (see also Appeal Issue 3.1) and that compliance with the State Environmental Policy Act (SEPA) threshold determination procedures was required both before Council approval of a settlement agreement in 2014 and before approval of the subject DIRM (see also Appeal Issue 3.5; Exhibit 1010). Responses and replies were submitted. (Exhibits 1011 – 1016)

On June 11, 2015, the Examiner issued an Interlocutory Order on Dispositive Motions which Denied the SLS Motion and Granted both the City Motion and the Osgood-Richardson Motion. (Exhibit 1018) The effect of that Order was to reduce the appeal to consideration of SLS Issues 3.7 and 3.9: The qualitative water quality study relied upon by the Director "is insufficient and inadequate to support any decision"; and the proposal will not substantially improve water quality. (Exhibit 1001, pp. 5 – 7; quote from Appeal p. 5)

That Interlocutory Order is herewith incorporated herein by reference as if set forth in full.

### FINDINGS OF FACT

1. Appellants Osgood-Richardson own and reside on a 3.86 acre, nearly rectangular parcel located on the east side of SE 24<sup>th</sup> Way (the Osgood-Richardson property). The Osgood-Richardson property is situated on the hillside above East Lake Sammamish Parkway (the Parkway). While the western portion of the Osgood-Richardson property is nearly flat, the property "... gradually steepens to about a 10 to 15 percent grade in the central portion of the property, and steepens further in the eastern portion of the property to about a 15 to 35 percent grade." (Exhibit 9, p. 9, quoting from a 2008 report <sup>3</sup>) The Osgood-Richardson property contains a single-family residence, a detached garage, and a detached horse stable (with an adjacent paddock). The majority of the Osgood-Richardson property, about 2.75 acres, is pasture; the remainder is lawn around the residence, driveway, and forest (primarily on the eastern portion of the site). Osgood-Richardson keep two horses on the property (although they apparently have kept more at times in the past). (Exhibits 1; 9; 2006; 2007; 3001, pp. 4 and 5; and testimony)

<sup>3</sup> That 2008 report is not in the record of this hearing.

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2. The Osgood-Richardson property is zoned R-4. (Exhibit 12, p. 3, Finding 16) Single-family residences and raising livestock are two of the many permitted uses in the R-4 zone. [SMC 21A.25.030(A) and .090(A), respectively] There is no minimum lot size *per se* in the R-4 zone; maximum density is four (4) dwelling units per acre. [SMC 21A.25.030(A)] Maximum allowed impervious lot coverage in the R-4 zone is 55%, provided that for any lot whose area is less than 9,076 square feet, the maximum allowed impervious coverage goes up to either 70% or 75%, depending on whether R-6 zoned land or R-8 zoned land, respectively, is nearest to the lot in question. [SMC 21A.25.030(A) and (B)(4)(c)]
  
3. Section .225, Erosion hazards near sensitive water bodies, in Chapter 21A.50 SMC, Environmentally Critical Areas, contains regulations which apply to lands within the Erosion Hazards Near Sensitive Water Bodies (EHNSWB) Overlay (the Overlay). Since the Overlay originated as a King County regulation known as the SO-190 Overlay prior to incorporation of the City in 1999, some continue to refer to it as the SO-190 Overlay. (Buehler testimony)

The purpose of the erosion hazards near sensitive water bodies overlay is to provide a means to designate sloped areas posing erosion hazards that drain directly to lakes or streams of high resource value that are particularly sensitive to the impacts of increased erosion and the resulting sediment loads from development.

[SMC 21A.50.225(1)] The Overlay is divided into two areas: A “No-Disturbance Area” and “Properties Draining to the No-Disturbance Area.” The No-Disturbance Area extends from “the first obvious break in slope” downslope to the lowest extent of “areas designated as erosion or landslide hazard areas.” [SMC 21A.15.417(1)]

The Osgood-Richardson property is subject to the Overlay and lies within the No-Disturbance Area portion of the Overlay. (Exhibits 6; and 12, p. 2, Finding 7) The Osgood-Richardson property is, thus, subject to SMC 21A.50.225 regulations.

4. Subsection 21A.50.225(3) SMC sets forth regulations which are applicable within the No-Disturbance Area. Subsection 21A.50.225(3)(a) prohibits all but five specifically listed development activities, none of which are relevant in this case. With respect to the case at hand, residential subdivisions are not allowed within the No-Disturbance Area. Thus, further residential development of the Osgood-Richardson property is not allowed under the Overlay regulations.

Subsection 21A.50.225(2)(c) SMC, which has existed in one place or another within the City’s Environmentally Critical Areas regulations since incorporation in 1999 (and likely somewhere within the King County Code before that date) gives the Department Director authority to

modify the property-specific development standards required by this section when a critical areas study is conducted by the applicant and approved by the director which

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demonstrates that the proposed development substantially improves water quality by showing all of the following:

- (i) Water quality on site is improved through site enhancements and/or other innovative management techniques;
- (ii) The development project will not subject downstream channels to increased risk of landslide or erosion; and
- (iii) The development project will not subject the nearest sensitive water body to additional hazards resulting from erosion.

The City uses the acronym DIRM to refer to this authority. The City knows of no legislative history, either at the City level or at the County level, regarding the above provision. (Maxim testimony)

- 5. The content of a critical areas study is required to be “at a level determined by the director to adequately evaluate the proposal and probable impacts.” [SMC 21A.50.120(1)] A critical areas study is required to cover 10 topical areas “as determined to be applicable by the director”. [SMC 21A.50.130(1)]
- 6. The City adopted Ordinance No. O2013-350 in June, 2013, to substantially revise Chapter 21A.50 SMC. That revision added a provision which created a “pilot program” for up to four residential subdivision applications to be developed within No-Disturbance Areas under special controls. [SMC 21A.50.225(5)] The Osgood-Richardson property either did not qualify for or was not chosen as a pilot program site. In September, 2013, Osgood-Richardson appealed Ordinance No. O2013-350 to the Growth Management Hearings Board Central Puget Sound Region. On July 1, 2014, the City and Osgood-Richardson entered into a Settlement Agreement to resolve the litigation. (Exhibit 12, pp. 2 and 3, Findings 8 and 10)
- 7. The Settlement Agreement includes the following provisions:
  - A. “Osgoods shall be allowed to develop their real property ... using a partial tightline under ... [SMC] 21A.50.225(2)(c) .... Osgoods shall provide a technical study that describes qualitatively the improvement to water quality, such as a lowering of phosphorus and/or fecal coliform, that will result from the Project.” (Exhibit 7, p. 1, § A)
  - B. “The following shall be required as part of development on the Property site:
    - “1. Partial Tightline. Installation of a stormwater pipe and associated catchbasins from a point determined by the City from roughly the intersection of SE 24<sup>th</sup> Way and 196<sup>th</sup> Avenue SE to the intersection of SE 24<sup>th</sup> Way and 194<sup>th</sup> Avenue SE, and from roughly the intersection of [the] Parkway and SE 24<sup>th</sup> Way to a point along [the] Parkway approximately 275 feet west of 197<sup>th</sup> Avenue SE. ... The improvements shall be located under existing road pavement, ....
    - “2. Surface Water Design.

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“(a) The Project shall comply with the adopted surface water design manual and SMC Title 13, Surface Water Management;

“(b) The Project shall incorporate Level 3 flow control, or equivalent ...;

“(c) The drainage systems for the Project shall be designed to accommodate the 100-year storm, ...;

“(d) The drainage system for the Project shall incorporate an energy dissipater at the end of the tightline system or equivalent, ...;

“(e) Clearing ... shall be limited based upon the treatment capacity [of the] water quality treatment systems installed; and

“(f) The proposed stormwater facilities ... shall be designed to remove eighty percent (80%) of all new total phosphorus loading on an annual basis ... where feasible or utilize AKART [ <sup>4</sup> ] if infeasible. At a minimum, post development water quality treatment shall be designed to achieve a goal of sixty percent (60%) total phosphorus ... removal ....

“3. Fifty percent (50%) of the gross site area ... shall be set aside as a permanent open space tract. ...

“4. Revegetation ... shall be required ... to convert nonforested open space to forest.

“5. Maximum impervious surface on each lot ... shall be fifty-five percent (55%).

“6. Water re-use, rainwater harvesting or other similar techniques shall be included ....

“7. Land clearing and grading may only occur between June 1<sup>st</sup> and August 30<sup>th</sup> ... [subject to a series of limitations in sub-paragraphs (a) – (d)].

“8. Prior to any site work, Osgoods shall obtain City approval of a temporary erosion and sediment control plan ....

“9. ... [P]rior to any grading ... Osgoods shall construct the Project’s stormwater management systems ....

“10. Monitoring. [Osgoods shall provide specified water quality monitoring for a period of five years after final inspection of the last house built.]

“11. Other requirements of the SMC, state, and federal law or regulation shall remain applicable to the Project. ...

“(d) Osgoods acknowledge that the subdivision application is subject to final decision by the hearing examiner, and that the terms of this Agreement are not binding on the hearing examiner. ... Osgoods agree that their subdivision application shall be for no more than 12 buildable lots.

“(e) In addition, [the DIRM] decision shall be issued by the director prior to the consideration of the subdivision by the hearing examiner. ...”

(Exhibit 7, pp. 1 – 5, § A)

<sup>4</sup> AKART “means all known, available and reasonable methods of prevention, control and treatment”. [WAC 173-218-030]

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8. Osgood-Richardson filed the DIRM application which led to this appeal on August 20, 2014. (Exhibit 1) A letter from Osgood-Richardson's counsel, dated that date, laid out 14 conditions with which Osgood-Richardson were willing to comply. Those offers essentially mirror the terms within the Settlement Agreement as quoted in Finding of Fact 7, above. (Exhibit 8)

With that application they also filed a "Qualitative Water Quality Evaluation Study" (the Raedeke Report). (Exhibit 9) The Raedeke Report was based upon two site visits, one to make a "reconnaissance-level visual assessment" by walking the property with Osgood, the other to walk/drive the alignment of the proposed tightline. (Exhibit 9, p. 7; and Taylor testimony) Raedeke concluded, based upon site work by other consultants, that Osgood-Richardson property soils are ice-contact sediments which would "tend to vary in permeability both vertically and laterally". (Exhibit 9, p. 9) Raedeke was told that horse manure is stored in an uncovered pile and removed about every six months. Raedeke concluded that staining on the driveway and the existence of French drains beneath part of the pasture "suggests highly contaminated runoff occurs ... during storm events." (Exhibit 9, p. 10) Raedeke was also told that the owners use "fertilizer, moss herbicides, slug pesticide, and a mixture of Epsom salts, vinegar and liquid soap." (*Ibid.*) Raedeke concluded that "[t]hese materials likely contribute substantially to nutrient and pesticide runoff ...." (*Ibid.*)

Raedeke reviewed literature about the effects of livestock on water quality. While acknowledging that most of the literature addressed large-scale operations, Raedeke asserted that "most of the same principles leading to pollutant loading can be applied to small scale (hobby) horse farms ...." (Exhibit 9, p. 12)

Raedeke posited that conversion of the Osgood-Richardson property from horse pasture to a single-family residential subdivision "should result in a substantial reduction of bacteria, phosphorus and nitrogen loading from within the property boundaries, especially if residential covenants designed to manage pollutant sources are included." (Exhibit 9, p. 15) With respect to the latter, Raedeke suggested "that covenants include pet waste collection and guidance in the best use of fertilizers as non-structural BMPs [Best management Practices] to further reduce pollutant runoff." (Exhibit 9, p. 16) Raedeke also concluded that the tightline would "reduce the extent of erosion and delivery of sediments from within the ditch downstream of the property." (Exhibit 9, p. 15)

9. The only water samples from on or near the Osgood-Richardson property collected and tested (that are reported in this record) were collected by SLS on March 16, 2015, one day after a heavy rain in the area. Three grab samples were collected in the road-side ditch on the east side of SE 24<sup>th</sup> Way: One up-hill from the Osgood-Richardson property around the next bend in the street (to serve as a "control" sample); one near the mouth of the Osgood-Richardson driveway; and one near the southwest corner of the Osgood-Richardson property. The samples were professionally tested for fecal coliform. The results were 110 CFU/100 ml <sup>5</sup> at the up-hill location, 30 CFU/100 ml at the

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<sup>5</sup> CFU/100 ml = Colony Forming Unit/100 milliliters. [Official notice]

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driveway location, and 80 CFU/100 ml at the southwest property corner location. (Exhibits 2002 – 2005; and Buehler testimony) Those levels are an order of magnitude below levels at which human health would be endangered. (Frodge testimony) The record contains no explanation as to why fecal coliform levels in the control sample were higher than in the samples taken in front of the Osgood-Richardson property.

10. SE 24<sup>th</sup> Way is a winding, sometimes fairly steep street between the Osgood-Richardson property and the Parkway. It exhibits an open ditch design; the ditches are vegetated (in the less steep sections) and lined with rock (in the steeper sections). No evidence of significant erosion associated with the ditches exists in the hearing record. (Exhibit 3001, pp. 5, 6, and 24 – 30) Vegetated ditches assist in the removal of pollutants from stormwater. Rocked ditches reduce sediment transport and remove pollutants to a somewhat lesser degree than grassed ditches. (Frodge testimony)

A pipe stormwater conveyance system begins beneath SE 24<sup>th</sup> Way at approximately 194<sup>th</sup> Avenue SE and continues downhill to the Parkway and then southeasterly for about 650 feet along the east side of the Parkway to a point approximately at the southwest corner of the *Waverly Hills* subdivision. <sup>6</sup> Both SE 24<sup>th</sup> Way and the Parkway retain their open ditch sections even where the pipe system exists. (Exhibits 7, p. 9 {The red line is the existing pipe.}; 3001, pp. 5, 6, 13, and 29 – 32; Dalziel and Hill testimony)

From the end of the pipe, stormwater continues to flow southeasterly in the ditch on the east side of the Parkway for about 150 – 200 feet where it meets flows coming from the other direction. Together they flow through a 24” pipe beneath the Parkway. (Exhibits 7, p. 9; and 3001, pp. 6, 13, and 33) Stormwater then flows through an open, meandering gravel channel for about 50 feet to a 24” culvert beneath the East Lake Sammamish Trail (ELST). (Exhibit 3001, pp. 6 and 34 – 36) After exiting the culvert beneath the ELST, flows enter a catch basin which outlets through an 18” pipe into Lake Sammamish at the north end of the Waverly Hills Beach property. (Exhibit 3001, pp. 6, 36, and 37)

The total length of the drainage route from the Osgood-Richardson property to the Lake shoreline is approximately 2,850 feet (≈ 0.54 miles). (Exhibit 3001, p. 36)

Osgood-Richardson’s consultant (Triad) has concluded that the present conveyance system presents little likelihood of problems if maintained regularly. (Exhibit 3001, pp. 38 – 40) SLS’s consultant (Frodge) agrees except as to the segment from the ELST to the Lake shoreline. (Frodge testimony)

11. Any residential subdivision of the Osgood-Richardson property would have to comply with the City’s drainage standards. Essentially, those standards are the 2009 King County Surface Water Design Manual (2009 KCSWDM) as amended by the City’s Addendum and the provisions within

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<sup>6</sup> The distance that the pipeline runs along the Parkway is stated in Exhibit 3001 at p. 31: It extends from a point 1,875 feet from the Osgood-Richardson property to a point 2,525 feet from the Osgood-Richardson property, a distance of 650 feet (2,525 – 1,875 = 650).

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the Settlement Agreement. For example, the 2009 KCSWDM would require only Flow Control Level 2 whereas the Settlement Agreement requires Flow Control Level 3 – a higher, more rigorous standard. The applicable standards will lower peak flows and maintain duration of peak flows. Since urban development (almost by definition) results in a greater quantity of water leaving a site (houses don't absorb water like vegetation does), lower level flows will occur for a longer period after a storm event. (Exhibit 3001; and Hill testimony)

12. On February 17, 2015, the Director approved a modification to SMC 21A.50.225(3)(a) to allow a residential subdivision to be pursued within the No-Disturbance Zone of the Overlay subject to a number of conditions. Not surprisingly (given the existence of the Settlement Agreement and the pilot program), the conditions imposed by the Director on the DIRM mirror the conditions listed in the Settlement Agreement and include a number of requirements that will apply to pilot program projects (See SMC 21A.50.225 (5)(f).):

General:

1. The applicant shall comply with all federal, state, or local statutes, ordinances, rules, or regulations in effect on August 20, 2014, as applicable to the Director's Modification to Development Standards;
2. Any future subdivision application relying on this Director's Modification to Development Standards shall comply with all federal, state, or local statutes, ordinances, rules, or regulations in effect on the date of complete application for said subdivision;
3. Any future subdivision on the subject site that seeks to use the Director's Modification to Development Standards, shall incorporate the proposed on-site and off-site improvements described in the Letter of Description by Courtney Kaylor (McCullough Hill Leary, PS), dated August 20, 2014 (Exhibit S-8) and the "Settlement Agreement Between the City of Sammamish and Jim Osgood and Susan Richardson", dated July 1, 2014 (Exhibit S-X). Notwithstanding the specific descriptions of the improvements in the above-referenced documents, these improvements are generally summarized as follows:

Surface Water

- a. Installation of a stormwater pipe and associated catchbasins from a point determined by the City from roughly the intersection of SE 24th Way and 196th Avenue SE to the intersection of SE 24th Way and 194th Avenue SE, and from roughly the intersection of East Lake Sammamish Parkway and SE 24th Way to a point along East Lake Sammamish Parkway approximately 275 feet west of 197th Avenue SE.

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- b. Offsite stormwater pipe and structures located in the public right-of-way on SE 24<sup>th</sup> Way and E Lake Sammamish Parkway SE shall be designed as a trunkline conveyance system. This will require an analysis assuming future build out will connect to conveyance system.
- c. The subdivision shall incorporate Level 3 flow control, or equivalent, as approved by the City.
- d. The drainage systems for the subdivision shall be designed to accommodate the 100-year storm, consistent with the requirements of the adopted surface water design manual.
- e. The drainage system for the subdivision shall incorporate an energy dissipater at the end of the tightline system, or equivalent, as approved by the director.
- f. Clearing of the property shall be limited based on the treatment capacity designed into the permanent and temporary water quality treatment systems installed.
- g. The proposed stormwater facilities for the subdivision shall be designed to remove eighty percent (80%) of all new total phosphorus loading on an annual basis due to new development (and associated stormwater discharges) where feasible or utilize AKART if infeasible. At a minimum, post development water quality treatment shall be designed to achieve a goal of sixty percent (60%) total phosphorus (“TP”) removal for the water quality design flow or volume (defined in Section 6.2.1, p. 6-17 of the adopted 2009 KCSWDM).
- h. Fifty percent (50%) of the gross site area (including any critical areas and buffers) shall be set aside as a permanent open space tract.
- i. Revegetation consistent with City code shall be required on the subdivision to convert non-forested open space to forest.
- j. The maximum impervious surface on each lot within any future subdivision shall be fifty-five percent (55%).
- k. Subject to review and approval by the Building Official through development permits, water re-use, rainwater harvesting or other similar techniques shall be included in the design of the homes constructed in any future subdivision.
- l. Land clearing and grading may only occur between June 1<sup>st</sup> and August 30<sup>th</sup> and shall be phased to ensure adequate temporary and erosion and sediment control during construction.
- m. City approval of a temporary erosion and sediment control plan is required prior to any site work.

Water Quality

- n. The applicant or successor shall collect water quality monitoring data for five years following inspection of the last home constructed. Data shall be

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collected and reported by a qualified professional showing proven experience with environmental monitoring and reporting. Data collection shall include turbidity, total phosphorus, total suspended solids, temperature, flow rate, and volume. Frequency shall occur seven (7) times a year between the months of October and June. Monitoring shall not be required if code amendments are adopted that would allow for development within the erosion hazard near sensitive waters overlay. Monitoring shall be summarized in annual water quality reports and submitted to the City. Annual reports shall evaluate the effect on King County water quality from Lake Sammamish and shall include a narrative description of site performance.

- o. Prior to site construction activity, data shall be collected to provide a baseline for future monitoring data.
- p. During site construction, the above monitoring data shall be collected at the frequency established by the NPDES permit. At a minimum, data shall be collected within 24 hours of all site discharge events. If monitoring data during constructions exceeds baseline data, corrective action shall take place immediately. Monitoring shall be summarized in monthly reports and submitted to the City.

- 4. Any future subdivision application relying on this Director’s Modification to Development Standards shall have one (1) year from the date of this approval to file a preliminary plat or short plat application. If a complete application is not received within one (1) year of the date of approval of the Director’s Modification to Development Standards, this approval shall be null and void.

(Exhibit 12, pp. 5 and 6) Only conditions 1, 2, and 4 are “new.” Those three conditions are essentially “procedural” conditions and have no direct effect on water quality issues.

- 13. SLS’s Appeal Issue 3.7 alleges that a qualitative water quality evaluation is “insufficient and inadequate” to support approval of the DIRM because a qualitative evaluation cannot prove that an improvement in water quality will occur under the proposed conditions, let alone that any improvement would be “substantial.” SLS argues that no proof exists that any pollution from the Osgood-Richardson property actually reaches Lake Sammamish. (Exhibit 1001, p. 5) SLS argues that its grab samples, even though only a one-time sample, raise real doubt that any fecal coliform pollution of significance ever leaves the Osgood-Richardson property. (Buehler and Frodge testimony)

SLS’s Appeal Issue 3.9 alleges that the development that would be allowed under the DIRM “will not ‘substantially improve water quality’ because it will not improve water quality on site, will subject downstream channels to increased erosion and will subject Lake Sammamish to additional hazards resulting in erosion.” (Exhibit 1001, pp. 6 and 7; emphasis in original) Buehler and Frodge

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testified that uncontrolled pollution sources on the Osgood-Richardson property could easily be controlled (*e.g.*: by covering the manure pile to prevent rainfall from leaching through it), thus improving water quality without the necessity to develop the site as a subdivision. SLS is concerned that the City requirement that the tightline be sized to handle flows that might come from development of presently under- or un-developed properties along its route will invite even more requests for DIRMs that would eviscerate the No-Disturbance Area in this part of the City. SLS is concerned that accepting a qualitative analysis sets an extremely bad precedent for future DIRM applications. Frodge argued that a tightline would merely accelerate sediment transport within storm flows whereas the open ditches tend to slow it down and make sediment drop out of the flow along the way. Stubbs, a *Waverly Hills* resident, expressed concern about the effect of additional flows outfalling at the north end of the *Waverly Beach* recreation area which is heavily used by *Waverly Hills* residents. (Buehler, Frodge, and Stubbs testimony)

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

### LEGAL FRAMEWORK <sup>7</sup>

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

#### Authority

A DIRM is a Type 2 land use application. [SMC 20.05.020, Exhibit A] An appeal from the Department's action on a Type 2 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the appeal which is subject to the right of reconsideration and appeal to Superior Court. [SMC 20.05.020, 20.10.240, 20.10.250, and 20.10.260]

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

[SMC 20.10.070(2)]

#### Review Criteria

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

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

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

The review criteria for a Type 2 DIRM have been quoted in Finding of Fact 4, above.

Vested Rights

Sammamish has enacted a vested rights provision.

Applications for Type 1, 2, 3 and 4 land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

[SMC 20.05.070(1)] Therefore, the Type 2 application involved in this appeal is vested to the development regulations as they existed on August 20, 2014, the date the Department deemed the Osgood-Richardson DIRM application to be complete. (Exhibit 2)

Standard of Review

The standard of review is preponderance of the evidence. The appellant has the burden of proof. [RoP 316(a)]

Scope of Consideration

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

**CONCLUSIONS OF LAW**

1. This is a matter of first impression for the Examiner. Maxim testified that a DIRM "has come up a few times," but the Examiner is unaware of any prior appeal to the Examiner of any DIRM approval (or denial). An issue of first impression is often interpreted by many as a precedent for future cases. One would be very wrong to apply that perception to this Decision because of the unique circumstances which underlie this case as explained below.

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2. The major factor distinguishing this application from other DIRM applications that might arise is the existence of the Settlement Agreement. The Settlement Agreement is binding on the City. The Examiner is an officer of the City (albeit an independent, neutral, third-party, non-employee decision-making officer). As such, the Examiner is bound by the Settlement Agreement except to the extent the Settlement Agreement expressly preserves the Examiner's independence.

The Settlement Agreement does just that with respect to the Examiner's role as the preliminary subdivision decision-maker. The clause "the terms of this Agreement are not binding on the hearing examiner" is embedded in Settlement Agreement § 11(d), the sole subject of which is future review of a preliminary subdivision application. The Examiner does not believe that that clause can be fairly read to apply to the entire Settlement Agreement.

3. City ordinances are subject to the same rules of interpretation and construction as apply to statutes. [*Tahoma Audubon Soc. v. Park Junction Partners*, 128 Wn. App. 671, 116 P.3d 1046 (2005); *Neighbors v. King County*, 88 Wn. App. 773, 778, 946 P.2d 1188 (1997)] Courts, and by extension quasi-judicial decision makers, "do not construe a statute that is clear and unambiguous on its face. We assume that the legislature means exactly what it says, and we give words their plain and ordinary meaning. Statutes are construed as a whole, to give effect to all language and to harmonize all provisions." [*Ockerman v. King Cy.*, 102 Wn. App. 212, \_\_\_ P.2<sup>nd</sup> \_\_\_ (Div. I, 2000); see also: *Western Petroleum v. Freidt*, 127 Wn.2d 420, 424, 899 P.2d 792 (1995), holding that intent is relevant only if ambiguity exists in the language of the code; *State v. Azpitarte*, 140 Wn.2d 138, 141, 995 P.2d 31 (2000), holding that clear and unambiguous codes are not subject to judicial construction] Legislative history cannot override an unambiguous code provision. [*Kirtley v. State*, 49 Wn. App. 894, 898, 748 P.2d 1148 (1987)]

4. "[D]eference is accorded an agency's interpretation only if (1) the particular agency is charged with the administration and enforcement of the statute, (2) the statute is ambiguous, and (3) the statute falls within the agency's special expertise." [*Bostain v. Food Exp., Inc.*, 159 Wn.2d 700, 716, 153 P.3d 846 (2007)] "[A]n agency interpretation that conflicts with a statute is given no deference." [*Nelson v. Appleway Chevrolet, Inc.*, 160 Wn.2d 173, 184, 157 P.3d 847 (2007)] An agency interpretation or agency policy cannot work to effectively "amend" an ordinance or apply it in a manner that clearly exceeds its intended scope. [*Mall, Inc. v. City of Seattle*, 108 Wn.2d 369, 378, 739 P.2d 668 (1987)] The person challenging an agency's interpretation bears the burden of proving that the interpretation is erroneous. [*City of Bellevue v. East Bellevue Community Mun. Corp.*, 119 Wn. App. 405, 413, 81 P.3d 148 (2003)]

"[The Courts] accord considerable deference to the examiner's construction of the [adopted comprehensive plan] and the zoning code." [*Balser Investments, Inc. v. Snohomish Cty.*, 59 Wn. App. 29, 39, 795 P.2d 753 (1990); see also *City of Medina v. T-Mobile USA, Inc.*, 123 Wn. App. 19, 24, 95 P.3d 377 (2004)]

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5. The precursor to approval of any DIRM is preparation by the applicant and approval by the Director of “a critical areas study”. [SMC 21A.50.225(2)(c); see Finding of Fact 4, above] The Raedeke Report does not contain all the elements required by SMC 21A.50.130 for a critical areas study. Therefore, at first blush it does not fulfill the requirement.

However, the Raedeke Report must be found adequate in this case for either or both of two reasons. First, SMC 21A.50.130 grants to the Director authority to eliminate topics from a critical areas study. Nothing in code suggests that such an action would be appealable to the Examiner.<sup>8</sup> Therefore, if the Director reduces the scope of a required critical areas study, then that reduction must be accepted. Here, Maxim testified that the Director had determined that the Raedeke Report was adequate.

Second, the Settlement Agreement expressly provides that all Osgood-Richardson have to prepare is “a technical study that describes qualitatively the improvement in water quality” that will result from their proposal. (Exhibit 7, p[. 1, § A, emphasis added) The Settlement Agreement effectively serves to modify the content aspect of the critical areas study requirement.

Absent the Settlement Agreement, the Examiner would be hard pressed to find a qualitative “reconnaissance-level” report sufficient to fulfill the requirement of SMC 21A.50.225(2)(c). But the Settlement Agreement controls here: The Raedeke Report fulfills the applicable requirement.

6. The next question that must be answered is: What is the baseline against which the “substantially improves water quality” requirement is to be measured? A straight-forward reading of SMC 21A.50.225(2)(c) leads to the conclusion that the baseline is the existing site conditions, not future site conditions that might occur under standard development requirements. Had the legislative authority that initially wrote this code provision intended that a comparison be made between future conditions with a standard development and future conditions with special drainage control features, it should have so stated. Because it didn’t, and because there is no legislative history to explain the legislative intent, the Examiner believes it prudent to apply a simple, straight-forward reading of the text. Therefore, the baseline against which one must determine whether “substantial improvements in water quality” will result is a site’s present condition.
7. The first thing that an applicant must demonstrate to the Director’s satisfaction is that “[w]ater quality on site is improved through site enhancements and/or other innovative management techniques”. [SMC 21A.50.225(2)(c)(i); see Finding of Fact 4, above] The Raedeke Report basically relies upon intuition: It would seem intuitively obvious that if two manure-generating horses were removed from the Osgood-Richardson property and replaced by a single-family residential subdivision employing water quality and quantity controls that exceed standard requirements, water

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<sup>8</sup> Section 21A.50.130 SMC is distinguishable from other code sections which provide for Examiner authority over an administrative action. For example, SMC 21A.50.260(1)(a) provides that a landslide hazard area buffer “may be reduced ... if ... the City determines ...” that certain things apply. The Examiner, as an official of the City, has authority to overrule a buffer reduction decision made by Department staff in the course of application review. The language here does not confer any such authority.

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quality on the property would improve. The Examiner would far prefer a quantitative analysis to demonstrate that “substantial” improvement will result, but that luxury is not available given the Settlement Agreement. Given that we are limited to a qualitative analysis, the Examiner has little choice but to accept the intuitive view that substantial improvement will result.

8. The second thing that an applicant must demonstrate to the Director’s satisfaction is that “[t]he development project will not subject downstream channels to increased risk of landslide or erosion”. [SMC 21A.50.225(2)(c)(ii), emphasis added; see Finding of Fact 4, above] The question here is whether an “increased” risk of landslide or erosion will result downstream. The Settlement Agreement (echoed by the conditions of DIRM approval) requires that all stormwater discharged from the site be conveyed downslope, well beyond the bottom of the sloping area, in a tightline pipe. The only place erosion could occur in a piped flow system is at the outlet of the pipe, in this case in the roadside ditch on the east side of the Parkway near the northwest corner of the *Waverly Hills* subdivision, well below the sloping portion of the drainage route. Both the Settlement Agreement and the DIRM conditions require installation of an energy dissipater at the end of the tightline. SLS has presented no evidence that the energy dissipater would not adequately eliminate the chance of downstream erosion.
9. The third thing that an applicant must demonstrate to the Director’s satisfaction is that “[t]he development project will not subject the nearest sensitive water body to additional hazards resulting from erosion”. [SMC21A.50.225(2)(c)(iii), emphasis added; see Finding of Fact 4, above] The nearest sensitive water body is obviously Lake Sammamish. The required standard is that no additional hazards to the lake caused by erosion would occur. This standard does not say that no increases in water pollution would result, only that no hazards from erosion would result. Given the previous conclusion that the evidence does not show that any increased erosion would result in the first place, there can be no increased hazards to Lake Sammamish from erosion.
10. SLS has not met its burden with respect to Appeal Issues 3.7 and 3.9. SLS’s appeal must, therefore, be denied.
11. If the City’s legislative authority wants the Director to apply different considerations when evaluating a DIRM application, then it will need to amend SMC 21A.50.225(2)(c) to clearly so provide.
12. DIRM Condition 3(a), copied verbatim from Settlement Agreement § A.1, does not reflect reality very well with respect to the extent of tightline required to be constructed along the Parkway. The condition makes it sound like the second segment of tightline will begin near the Parkway/SE 24<sup>th</sup> Way intersection, when in reality it will begin about 650 feet southeast of that point. The Examiner supposes that one could consider 650 feet away to be “roughly” at that intersection, but that would be somewhat of a stretch.

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Given that Appellant SLS has not carried its burden, the Examiner believes that he has no authority to amend any of the conditions imposed on the DIRM. It will be up to the parties if this ever progresses to an actual development application to firm up the accuracy of the lower tightline segment description.

13. SLS was concerned that sizing the tightline for future development would encourage development of un- or under-developed properties downslope within the No-Disturbance Area. Any such proposal would presumably have to seek a DIRM (if it lies within the No-Disturbance Area of the Overlay). And any such DIRM application would have to show “substantial” improvement in on-site water quality over baseline conditions. Unless animal husbandry is occurring on such properties, that showing might be extremely difficult to make. Further, absent a Settlement Agreement limiting interpretation of the requirement, the Examiner would be expecting a quantitative analysis.

As far as the sizing of the pipe itself is concerned, it only makes sense to tear up the public street once for an optimum sized pipe rather than put in a small pipe and have to tear up the street later should a proposal be able to meet the required DIRM test (or should the City amend its regulations to remove development restrictions, perhaps as a result of the pilot program tests). It is worth noting in this regard that the two authorized pilot program projects that will use a tightline drainage design will be required to make their tightline “available by extension or easement upstream to properties that naturally drain to the subject property”. [SMC 21A.50.225(5)(d)(i)] While that provision preserves the ability of upstream properties to use the tightline (which is different from the situation here where the possible additional development sites are apparently all located downstream of the Osgood-Richardson property), it nevertheless would require up-sizing of the tightline to accommodate future flows.

14. During the hearing the Examiner asked the following question: Where does one sample to prove that “[w]ater quality on site is improved through site enhancements and/or other innovative management techniques”? [SMC 21A.50.225 (2)(c)(i)] That question is now moot in view of the preceding Conclusions of Law. Moot issues are not normally addressed. “A moot case will be reviewed if its issue is a matter of continuing and substantial interest, it presents a question of a public nature which is likely to recur, and it is desirable to provide an authoritative determination for the future guidance of public officials.” [*Cathcart v. Snohomish County*, 96 Wn.2d 201, 208, 634 P.2d 853, citations omitted (1981)] This question is likely to arise in the future with DIRMs that include quantitative water quality analysis, so a few thoughts would be beneficial.

Some of the parties seemed to suggest that one would measure water quality almost anywhere water could be found on the property. The Examiner would not agree with that concept. Water quality “on-site” should be measured where water leaves the site.

For example, if one took a water quality sample immediately adjacent to an effluent outlet orifice in a perfectly legal, well functioning on-site sewage disposal system, one would undoubtedly find high levels of various pollutants. That would be so because anaerobic on-site sewage disposal systems

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depend in part upon effluent passing through on-site soils to complete the treatment process. If the sample site were 10 feet from the orifice, one would expect lower pollutant levels; if the sample site were 50 feet away, one would expect even lower pollutant levels.

Thus, sampling water immediately adjacent to a pollution source would give an unrealistically high “existing conditions” result. A fairer and more meaningful sample site would be at that point or those points where water leaves the property, either as surface flow or as shallow inter-flow, or (if significant vertical underground movement is involved) where water enters an aquifer.

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

**DECISION**

Based upon the preceding Findings of Fact and Conclusions of Law, and the testimony and evidence submitted at the open record hearing, the Examiner **DENIES** the appeal of Save Lake Sammamish under file number DIRM2014-00190.

Decision issued August 12, 2015.

\\s\ John E. Galt (Signed original in official file)

John E. Galt  
Hearing Examiner

**HEARING PARTICIPANTS <sup>9</sup>**

Evan Maxim  
Jonathan Frodge  
Tawni Dalziel  
Don Hill  
Kim Adams Pratt, unsworn counsel

Joanna Buehler  
Shawn Stubbs  
Bill Taylor  
Rick Aramburu, unsworn counsel  
Courtney Kaylor, unsworn counsel

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<sup>9</sup> The official Parties of Record register is maintained by the City’s Hearing Clerk.

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**NOTICE of RIGHT of RECONSIDERATION**

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

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

**NOTICE of RIGHT of JUDICIAL REVIEW**

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

The following statement is provided pursuant to RCW 36.70B.130: “Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.”
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**Date: 11/21/2017, Rev. 07-07-2020**

**Silverleaf/Osgood Plat**

**Permit #: FSUB2020-00177/PSUB2017-00017/SDP2017-02556/ROW2018-03025/PFR2020-00050**

Comment No.	Condition	Applicant Response	City Response
1	Exhibit 9 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of Sammamish Municipal Code (SMC) 19A.12.040.	Understood and noted.	OK.
2	The project shall be developed consistent with the provisions and conditions outlined in the Settlement Agreement between the City of Sammamish and James Osgood and Susan Richardson, signed June 19, 2014 (the Settlement Agreement). (Exhibit 7)	Development conforms to settlement agreement.	OK.
3	Pursuant to the Settlement Agreement, the City agreed to allow the delay of the development of frontage improvements for the proposed subdivision until the City resolves the right-of-way encroachment issue along SE 24th Way or for up to ten (10) years from preliminary plat approval, whichever is sooner. In the interim, the City will not require frontage improvements, but the internal road system shall connect to the SE 24th Way pavement. If construction of frontage improvements is triggered by resolution of the encroachment issues, the Osgoods will complete construction of the improvements within ninety (90)	Understood, frontage improvement note added on Sheet C1.0.	OK.
4	For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with Chapter 27A SMC, and Interim Public Works Standards (PWS) Chapter 10.0SO(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A SMC,	Financial guarantees will be provided in conformance with Sammamish code and standards.	OK.
5	Due to the fire flow calculations submitted to Eastside Fire and Rescue by the water purveyor which states the flow is 1000 GPM or more, the homes are limited to 3600 square feet in size (this includes attached garage) unless the code minimum GPM requirement can be met. The installation of a fire sprinkler system is one alternative to meeting minimum fire flow	Two hydrants are proposed which will provide 1750 gpm per SPWSD fire flow.	OK.
6	No parking allowed on Road A. This is part of the emergency vehicle access route. Post "No Parking-Fire Lane" signs as	No parking - fire lane signs are identified on Sheet C2.2.	Done.

7	The platlor shall submit a complete set of civil plans to Eastside Fire and Rescue when those plans are submitted to the City for Site Development Review. This shall include but not limited to: road profiles, hydrant plans, any underground vault locations,	An additional set of drawings is included in the submittal package for routing to ESFR.	Done.
<b>Site Development Permit Special Conditions:</b>			
8	SE 24th Way is classified as a collector arterial with varying widths of existing right-of-way. A 3.5- foot right-of-way dedication shall be provided on SE 24th Way for the extent of the project frontage. Frontage improvements consistent with a collector arterial shall be constructed along SE 24th Way, unless the applicant chooses to follow Condition 3, above. For that option, a financial guarantee shall be required matching the equivalent of a half street improvement along property frontage and taper	The plans include a 3.5' ROW dediction; see response to condition 3.	Done.
9	The internal plat road shall be consistent with the road design as provided in part A.II(a) of the Settlement Agreement. Public Works is therefore allowing for a variation from local road standards including roadway width reduction from 36 feet to 24 feet, right of way width reduction from 60 feet to 36 feet, and elimination of the landscape strip on each side of the roadway.	The internal road, SE 25th Place has been designed per condition.	Done.
10	The engineering plan showing entering sight distance diagram for development grading and clearing shall provide entering sight distance design that meets the PWS, before these plans can be	Sight distance is included on Sheet C1.0	Done.
11	Illumination shall be provided in the plat local road consistent with the City's standards for average foot candles and uniformity for a local road. Luminaires shall be full cut off. Pole type and style shall be approved by Public Works.	Illumination plans have been deferred by Public Works.	Done.
12	A right-of-way and site restoration bond shall be posted consistent with the requirements of the 2009 King County Surface Water Design Manual (2009 KCSWDM).	The bond will be posted upon plan approval.	Done.
<b>Prior to or Concurrent with Final Plat:</b>			
13	3.5-foot width along the frontage of SE 24th Way right-of-way shall be dedicated as public right-of- way.	Understood, will be on included on final plat.	Done.
14	Local roads shall be dedicated as public right-of-way.	SE 25th Place will be dedicated.	Done.
15	Driveways shall be completed prior to final plat. Any joint use driveways shall be bonded for or constructed under the Site	Public Works Inspection Certificate included herein.	Done.
16	A public stormwater easement shall be provided for access, inspection, maintenance, repair, and replacement of the detention and water quality facilities within the Tract in which	Tract C is a proposed public tract.	Done.

17	At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality	Public Works Inspection Certificate included herein.	Done.
18	A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.	Public Works Inspection Certificate included herein.	Done.
19	Offsite stormwater easements required by the stormwater design shall be recorded.	Offsite stormwater easements are not required.	OK.
20	All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. No parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed	Understood.	Done.
21	Off-site improvements shall be fully constructed.	Public Works Inspection Certificate included herein.	Done.
22	"No Parking-Fire Lane" signs shall be permanently installed.	Public Works Inspection Certificate included herein.	Done.
23	"Illumination shall be fully installed.	Public Works Inspection Certificate included herein.	Done.
24	Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the City of Sammamish Surface Water Design Manual Addendum.	Public Works Inspection Certificate included herein.	Done.
25	A Public Works site performance bond shall be posted consistent with the 2009 KCSWDM.	Understood.	OK.
<b>Conditions to appear on the face of the final plat (<i>italicized works verbatim</i>):</b>			
26	The plat shall include a note regarding the payment of all street, park, and school impact fees consistent with the provisions of Chapters 14A.15, 14A. 20, 14A.25, and 21A.105 SMC as the same exist at the time the final plat is being approved. The note shall indicate whether fees have already been fully paid, partially paid, or deferred. Specific language shall be reviewed	Plat Conditions 14-16 added to replace Condition #1 on Sheet 2 of 5 addressing required Park, School, and Traffic Impact fees. The previously existing and thus replaced single family residence reduces the number of lots being assessed with impact fees from 12 to 11 lots.	Done.
27	Covenant and easement language pertaining to individual lots and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language	"Flow Control BMP Analysis" Table and rain barrel footnote has been added to Sheet 2 of 5 of Final Plat	Done.

28	Unless located within a recreation tract and public easements provided and except for the 12 individual on-lot vaults, all Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for inspection, maintenance, operation, repair, and replacement. Language to this effect shall be shown on the face of the final plat.	Note will be included on final plat.	Done.
29	<i>"Maintenance of all landscape strips along the plat roads shall be the responsibility of the Homeowners Association or adjacent property owners. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the</i>	Note will be included on final plat.	Done.
30	<i>"Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association. "</i>	Note will be included on final plat.	Done.
31	<i>"All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment."</i>	Note will be included on final plat.	Done.
32	<i>"Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development."</i>	Note will be included on final plat.	Done.
33	<i>"Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented "</i>	Note will be included on final plat.	Done.
34	<i>"All lots containing or adjacent to infiltration or dispersion trenches/facilities shall be graded such that the flow path is directed away from the building foundation and the top of the trench is below the bottom of foundation. "</i>	Note will be included on final plat.	Done.
35	<i>"All connections of roof drains, footing drains, and drains from all impervious surfaces such as patios and driveways to the permanent storm drain system shall be constructed and approved prior to final building inspection approval. "</i>	Note will be included on final plat.	Done.
36	<i>"In accordance with Chapter 13.15 Sammamish Municipal Code, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential</i>	Note will be included on final plat.	Done.
37	<i>"Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant</i>	Note will be included on final plat.	Done.

38	Trees retained in accordance with Chapter 21A.37 SMC shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number.	Note will be included on final plat.	Done.
39	<i>"Trees identified on the face of this plat have been retained pursuant to the provisions of Chapter 21A.37 SMC Retained trees are subject to the tree protection standards of Chapter 21A.37 SMC Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to</i>	Note will be included on final plat.	Done.
<b>Prior to Final Construction Approval</b>			
40	All items in the final acceptance construction punch list shall be addressed and accepted by the City	Understood.	Not applicable at this time.
41	Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televisioned for inspection.	Understood.	Not applicable at this time.
42	Prior to acceptance into the Maintenance and Defect period, project close-out documents including as-builts and final corrected TIR shall be submitted to Public Works for approval.	Understood.	Not applicable at this time.
43	The Platorr shall purchase from the City and install drain markers on each catch basin within the short plat (Only Rain Down the Drain). Installation instructions are provided with drain markers. Avoid placement on roadway asphalt.	Understood.	Not applicable at this time.

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

**DECISION**

FILE NUMBER: PSUB2016-00017

APPLICANT: James Osgood  
19961 SE 24<sup>th</sup> Way  
Sammamish, WA 98075

TYPE OF CASE: Preliminary subdivision (*Osgood Preliminary Plat*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: November 9, 2016

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

James Osgood (Applicant) seeks preliminary approval of *Osgood Preliminary Plat*, a 12-lot single-family residential subdivision of a 3.87 acre site, owned by the Applicant, which is zoned R-4.

The Applicant filed a Base Land Use Application on January 19, 2016. (Exhibits 1; 2 <sup>2</sup>) The Sammamish Department of Community Development (the Department) deemed the application to be complete when filed. (Exhibit 3)

The subject property is located at 19961 SE 24<sup>th</sup> Way in Sammamish.

The Sammamish Hearing Examiner (Examiner) viewed the subject property on August 3, 2015, in preparation for the hearing on an appeal involving the subject property (DIRM2014-00190).

The Examiner held an open record hearing on the preliminary subdivision on November 3, 2016. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit 31)

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

<sup>1</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.  
<sup>2</sup> Exhibit citations are provided for the reader’s benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner’s Decision is based upon all documents in the record.

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 RE: PSUB2016-00017 (*Osgood Preliminary Plat*)  
 November 9, 2016  
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on or about net review day 120. The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or written notice from the Department explaining why the deadline was not met [SMC 20.05.100(4)]. The Applicant chose to extend the deadline as necessary. (Statement of counsel)

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

- Exhibit 1: Departmental Staff Report
- Exhibits 2 – 31: As enumerated in Exhibit 1
- Exhibit 32: Letter, Public Health – Seattle & King County, October 5, 2016
- Exhibit 33: Resume, Chad Allen
- Exhibit 34: Resume, Brian Beaman
- Exhibit 35: Resume, Gary A. Norris
- Exhibit 36: Statement of Qualifications, C. Gary Schulz
- Exhibit 37: Order Denying Reconsideration, DIRM2014-00190, September 15, 2015

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

**FINDINGS OF FACT**

1. The *Osgood Preliminary Plat* is before the Examiner against an historical background which has resolved the issue that would otherwise likely have been the dominant topic in the hearing process: Can the subject property even be considered for subdivision given that it lies within the “No-Disturbance Area” of the Erosion Hazards Near Sensitive Water Bodies (EHNSWB) Overlay? That historical background includes a 2014 Settlement Agreement between the Applicant and the City (Settlement Agreement. Exhibit 7), a February 17, 2015, “Director’s Modification” (DIRM) of EHNSWB regulations to allow subdivision of the subject property under certain conditions (Exhibit 12), an appeal of that DIRM which was denied by the Examiner on August 12, 2015 (Exhibit 13), and the September 15, 2015, denial of a request for reconsideration of the August 12, 2015, Decision (Exhibit 37).
2. The Applicant proposes to subdivide the subject property into 12 lots for single-family residential development together with two open space tracts totaling 1.94 acres (Tracts A and B), one recreation tract containing 0.04 acres (Tract D), and one detention vault tract containing 0.15 acres (Tract C). The lots will be served by a short dead-end public street for which a Variation from the Interim Public Works Standards (PWS) has been granted. (Exhibits 9; 11)

The proposal includes special measures for control of storm water runoff based upon the extensive requirements included in the Settlement Agreement and in the DIRM. Runoff from streets and other

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surfaces will be collected and conveyed through a water quality facility into the detention vault in Tract C. After detention, flows will be conveyed through a pipe system (some of which currently exists, some of which the Applicant will construct) down SE 24<sup>th</sup> Way to East Lake Sammamish Parkway (the Parkway) and south along the east side of the Parkway for about 650 feet. An energy dissipater will be installed near the end of the pipe.<sup>3</sup> Runoff from rooftops will be conveyed into a storage vault on each of the 12 lots and will be available to the homeowner for vegetation watering, etc. Any overflow from the 12 on-lot vaults will be conveyed into the vault in Tract C. (Exhibits 9, especially Sheets C3.0, and C5.0 – C5.4; 25, especially p. 18)

The Settlement Agreement provides that frontage improvements are to be deferred because the current pavement of SE 24<sup>th</sup> Way is largely outside of (west of) the dedicated right-of-way as it passes in front of the subject property. (Exhibits 7, § A.11(b); 9, Sheet C2.0)

3. The density calculated in accordance with procedures spelled out in the SMC is 3.96 dwelling units per net acre. (Exhibit 9, Sheet C1.0)

All proposed lots meet applicable zoning standards. (Exhibit 1)

4. The record contains evidence that appropriate provisions have been made for open space (Exhibits 1; 9); drainage (Exhibits 1; 9; 25); streets and roads (Exhibits 1; 9; 11; 14; 15); potable water supply (Exhibits 1; 9; 24); sanitary wastes (Exhibits 1; 9; 24); parks and recreation (Exhibits 1; 9); playgrounds (Exhibits 1; 9); schools and schoolgrounds (Exhibit 1); and safe walking conditions for children who walk to school (Exhibits 1; 8). The design does not utilize alleys; other public ways are not required. The record contains no request for transit stops.

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

The subject application is vested to the current tree regulations.<sup>4</sup> Seventy-four significant trees were catalogued on the subject property, most located within open space Tract B. (Exhibits 9, Sheet LA-1; 29) Current tree retention regulations require that 35% of significant trees outside of critical areas and their buffers be retained in a development on land zoned R-4. [SMC 21A.37.250(1)(c)] There are no regulated environmentally critical areas on the subject property. (Exhibits 1; 20; 22; 23) The Applicant proposes to retain 84% of the on-site significant trees. Four significant trees are proposed to be removed, triggering the replacement requirements of SMC 21A.37.280. Twenty-five

<sup>3</sup> The energy dissipater is specifically called out on Exhibit 9, Sheet C5.4, at SDMH #3.

<sup>4</sup> This is the first subdivision subject to the current tree retention regulations to come to hearing. (Official notice)

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replacement trees are proposed to be planted in Tracts A, B, and C. (Exhibits 9, Sheets LA-1 – LA-3; 29)

6. Sammamish’s State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Osgood Preliminary Plat* on September 16, 2016. (Exhibit 1, p. 1) The DNS was not appealed. (Testimony)
  
7. The Department’s Staff Report (Exhibit 1) provides a detailed exposition of facts related to all criteria for preliminary subdivision approval. The Applicant concurred in full in the Findings and Conclusions/Analysis set forth in that report. (Statement of counsel) The record contains no challenge to the content of that report. During the hearing the participants discussed certain portions of the Staff Report, providing clarifications and corrections. Therefore, the Findings and Conclusions/Analysis within the Staff Report are incorporated herein as if set forth in full with the following clarifications/corrections:
  - A. Page 8, § II.C. The Settlement Agreement allows up to 55% lot coverage rather than the standard 40% as stated in this Finding. (Exhibit 7, § A.5)
  
  - B. Page 9, § II.M. There are no private roads proposed within the subdivision. Therefore, the last sentence in this Finding should begin “The on-site ~~private road~~ public street and ...” (Exhibit 9; and testimony)
  
  - C. Page 9, § II.P. Directions are reversed in two places in this Finding. First sentence: “... with the ~~western~~ eastern half as a hillside ...”; Second sentence: “... slopes down to the ~~east~~ west at about 6 percent.” (Testimony)
  
  - D. Page 14, § III.A.8, Third bullet on the page. The proposed on-site trail will be 854 feet long, not 725 feet long. (Testimony)
  
8. The Department recommends approval of *Osgood Preliminary Plat* subject to 44 conditions. (Exhibit 1, pp. 19 - 23) The Department has experienced an extensive personnel turnover of management and staff, mostly occurring within the past six or so months. Current management is reviewing the paradigm under which recommended permit conditions are crafted. As a result, recent staff reports have lacked the degree of consistency historically found in Department Staff Reports. As a consequence of a wide-ranging discussion during the hearing, the following changes to the Recommended Conditions were agreed to:
  - A. Recommended Condition 2 is unnecessary: The right-of-way dedication included in the proposed plat makes provision for this request from the Parks Department; a special, separate condition is unnecessary.

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- B. Recommended Condition 5 can be omitted: Payment of street impact mitigation fees is a requirement of code whether listed as a special condition or not.
  - C. Recommended Condition 11 duplicates Recommended Condition 3 and may be omitted.
  - D. Recommended Condition 17 may be omitted as no private roads are proposed within the subdivision.
  - E. Recommended Condition 25 should be revised to eliminate the reference to “Sensitive Area Tract” signs since there are no environmentally sensitive areas on the subject property.
  - F. Recommended Condition 29. During the discussion, Department management expressed concern with the citation to a specific ordinance in this condition. Management’s concern is that citation to an ordinance locks in a particular version of the code. Management suggested that it would be preferable to refer to the code chapter/section so that any subsequent amendments would be applicable. The Examiner concurs.
  - G. The face of the final plat should include a note regarding payment of school and park impact fees as well as the traffic impact fee note contained in Recommended Condition 29. Current code provides a mechanism by which payment of all such fees may be deferred beyond final plat approval. Including a notice of such deferral on the face of the final plat provides proper disclosure to prospective purchasers of fees that may be required when buildings are constructed. The Examiner will consolidate this note with the note regarding street impact fees.
  - H. Department Recommended Conditions in previous cases have included two conditions regarding tree retention that were to appear on the face of the final plat. (See, *e.g.*, *Inglewood Landing*, PSUB2015-00014, Conditions D.14 and D.15, hearing held October 25, 2016, Decision issued November 1, 2016.) Similar conditions are not included in the current Department recommendation. Staff agrees that an appropriately worded version <sup>5</sup> of each should appear on the face of the plat to provide disclosure to prospective owners of tree cutting restrictions.
9. The Applicant has no objection to any of the Recommended Conditions. (Statement of counsel)
10. Save Lake Sammamish (SLS), the group which appealed the DIRM in 2015, submitted a comment letter in March, 2016. (Exhibit 6) SLS’s comments were based on earlier submittals than those in this record. (*E.g.*: The plan set which is before the Examiner (Exhibit 9) was prepared in July, 2016; the drainage report (Exhibit 25) was revised in July, 2016; the Critical Areas Affidavit in the record

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<sup>5</sup> *Inglewood Landing* was vested to the interim tree retention regulations. Therefore, the wording would have to be slightly different for *Osgood Preliminary Plat* which is vested to the current regulations.

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(Exhibit 17) was executed in July, 2016.) SLS’s concerns have been addressed in the exhibits in this record.

11. Public Health – Seattle & King County submitted a comment letter reminding the Applicant of his obligations under state law and regulations regarding lead paint abatement during demolition of the existing structures and regarding decommissioning of the existing on-site sewage disposal system. (Exhibit 32)
12. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

**LEGAL FRAMEWORK <sup>6</sup>**

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

Authority

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

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

[SMC 20.10.070(2)]

Review Criteria

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

When the examiner renders a decision . . . , he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision . . . is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the

<sup>6</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

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recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

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

When the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:

(1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and

(2) The public use and interest will be served by the platting of such subdivision and dedication.

#### Vested Rights

Sammamish has enacted a vested rights provision.

Applications for Type 1, 2, 3 and 4 land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on January 19, 2016.

#### Standard of Review

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

#### Scope of Consideration

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

### CONCLUSIONS OF LAW

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1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Osgood Preliminary Plat* is essentially an uncontested case. SLS's objections/concerns were based on earlier submittals which have been superseded by the documents in the record of this hearing.
2. Section 20.10.200 SMC requires the Examiner to consider a number of items, including "the interim comprehensive plan". The Examiner's ability to use the comprehensive plan in project review is constrained by state law which states that the comprehensive plan is applicable only where specific development regulations have not been adopted: "The review of a proposed project's consistency with applicable development regulations or, in the absence of applicable regulations the adopted comprehensive plan ...." [RCW 36.70B.030(1)]

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

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

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

3. Based upon all the evidence in the record, the Examiner concludes that *Osgood Preliminary Plat* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies, to the extent they can be considered, and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
4. Given all the evidence in the record, the Examiner concludes that *Osgood Preliminary Plat* complies with the review criteria of SMC 20.10.220(1). The proposed subdivision allows development at the density expected under the Comprehensive Plan, does not thwart future development of surrounding properties, and makes appropriate provision for all items listed in that code section.
5. Given all the evidence in the record, the Examiner concludes that *Osgood Preliminary Plat* will serve the public use and interest and will thus comply with the review criteria of SMC 20.10.220(2). Public Health – Seattle & King County's concerns as stated in Exhibit 32 are regulated by state law and regulation. No special conditions on subdivision approval are necessary.

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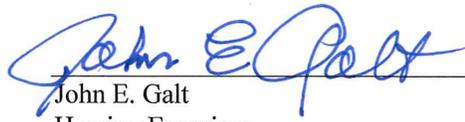
6. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
  - A. The changes discussed in Finding of Fact 8, above, will be made.
  - B. The Examiner believes that identification of the exhibit being approved as the preliminary plat is of paramount importance in the conditions. Therefore, a new Condition 1 will be inserted stating that Exhibit 9 is the approved preliminary plat and supporting preliminary plans.
  - C. Recommended Condition 3. Because of the importance of the Settlement Agreement to this subdivision, the Examiner will move this condition up to immediately follow new Condition 1. In addition, a scrivener's error in the exhibit citation will be corrected: The Settlement Agreement is Exhibit 7, not Exhibit 6.
  - D. Recommended Condition 29. The face of the final plat should include a note regarding payment of all three types of impact fees (park, school, and traffic), not just traffic. Such a note is especially important given the new (July, 2016) addition of Chapter 14A.25, Impact Fee Deferral. This condition will be appropriately revised.
  - E. Recommended Condition 31. This recommended condition is apparently a "boilerplate" condition as it ignores the fact that the Settlement Agreement requires individual stormwater vaults for each of the 12 lots. (Exhibit 7, p. 2, § A.6) Those vaults will not be within a recreation tract or within separate tracts dedicated to the City: They will be on the 12 individual lots. Recognition of this fact must be incorporated into this condition.
  - F. Recommended Condition 39. As written, this condition requires payment of a surface water system development charge in accordance with "Ordinance No. O2002-112". This ordinance reference is a perfect example of the problem that Department management was talking about during the hearing. (See Finding of Fact 8.F, above.) Ordinance No. O2002-112 adopted an un-codified surface water system development charge in 2002. But that un-codified charge was replaced by Chapter 13.15 SMC, Surface Water Development Charge, which was enacted by Ordinance No. O2011-304 in 2011 and then further amended by Ordinance No. O2012-334 in 2012. The citation to Ordinance No. O2002-112 is woefully out of date and should never be used. The Examiner will replace it with the chapter citation.
  - G. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1, 4, 7 - 10, 12, 14, 15, 23, and 28 will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.
7. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

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**DECISION**

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

Decision issued November 9, 2016.



John E. Galt  
 Hearing Examiner

**HEARING PARTICIPANTS <sup>7</sup>**

Courtney Kaylor, unsworn counsel  
 Ryan Harriman  
 David Pyle

Chad Allen  
 Haim Strasbourger

**NOTICE of RIGHT of RECONSIDERATION**

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

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

**NOTICE of RIGHT of JUDICIAL REVIEW**

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

<sup>7</sup> The official Parties of Record register is maintained by the City's Hearing Clerk.

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

**CONDITIONS OF APPROVAL  
 OSGOOD PRELIMINARY PLAT  
 PSUB2016-00017**

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

***General Conditions:***

1. Exhibit 9 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of Sammamish Municipal Code (SMC) 19A.12.040.
2. The project shall be developed consistent with the provisions and conditions outlined in the Settlement Agreement between the City of Sammamish and James Osgood and Susan Richardson, signed June 19, 2014 (the Settlement Agreement). (Exhibit 7)
3. Pursuant to the Settlement Agreement, the City agreed to allow the delay of the development of frontage improvements for the proposed subdivision until the City resolves the right-of-way encroachment issue along SE 24<sup>th</sup> Way or for up to ten (10) years from preliminary plat approval, whichever is sooner. In the interim, the City will not require frontage improvements, but the internal road system shall connect to the SE 24<sup>th</sup> Way pavement. If construction of frontage improvements is triggered by resolution of the encroachment issues, the Osgoods will complete construction of the improvements within ninety (90) days of the City sending written notice to the taxpayer of record.
4. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with Chapter 27A SMC, and Interim Public Works Standards (PWS) Chapter 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A SMC, Land Division.
5. Due to the fire flow calculations submitted to Eastside Fire and Rescue by the water purveyor which states the flow is 1000 GPM or more, the homes are limited to 3600 square feet in size (this includes attached garage) unless the code minimum GPM requirement can be met. The installation of a fire sprinkler system is one alternative to meeting minimum fire flow requirements.

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6. No parking allowed on Road A. This is part of the emergency vehicle access route. Post “No Parking-Fire Lane” signs as required by the SMC.
7. The platlor shall submit a complete set of civil plans to Eastside Fire and Rescue when those plans are submitted to the City for Site Development Review. This shall include but not limited to: road profiles, hydrant plans, any underground vault locations, etc.

***Site Development Permit Special Conditions:***

8. SE 24<sup>th</sup> Way is classified as a collector arterial with varying widths of existing right-of-way. A 3.5-foot right-of-way dedication shall be provided on SE 24<sup>th</sup> Way for the extent of the project frontage. Frontage improvements consistent with a collector arterial shall be constructed along SE 24<sup>th</sup> Way, unless the applicant chooses to follow Condition 3, above. For that option, a financial guarantee shall be required matching the equivalent of a half street improvement along property frontage and taper connection at each end.
9. The internal plat road shall be consistent with the road design as provided in part A.11(a) of the Settlement Agreement. Public Works is therefore allowing for a variation from local road standards including roadway width reduction from 36 feet to 24 feet, right of way width reduction from 60 feet to 36 feet, and elimination of the landscape strip on each side of the roadway.
10. The engineering plan showing entering sight distance diagram for development grading and clearing shall provide entering sight distance design that meets the PWS, before these plans can be approved.
11. Illumination shall be provided in the plat local road consistent with the City’s standards for average foot candles and uniformity for a local road. Luminaires shall be full cut off. Pole type and style shall be approved by Public Works.
12. A right-of-way and site restoration bond shall be posted consistent with the requirements of the 2009 King County Surface Water Design Manual (2009 KCSWDM).

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

13. 3.5-foot width along the frontage of SE 24<sup>th</sup> Way right-of-way shall be dedicated as public right-of-way.
14. Local roads shall be dedicated as public right-of-way.
15. Driveways shall be completed prior to final plat. Any joint use driveways shall be bonded for or constructed under the Site Development permit.

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16. A public stormwater easement shall be provided for access, inspection, maintenance, repair, and replacement of the detention and water quality facilities within the Tract in which they are located.
17. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and detention pond. Final lift of asphalt may be bonded except as indicated.
18. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.
19. Offsite stormwater easements required by the stormwater design shall be recorded.
20. All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. No parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed street and private roads with clear widths of 20 feet or less.
21. Off-site improvements shall be fully constructed.
22. "No Parking-Fire Lane" signs shall be permanently installed.
23. Illumination shall be fully installed.
24. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the *City of Sammamish Surface Water Design Manual Addendum*.
25. A Public Works site performance bond shall be posted consistent with the 2009 KCSWDM.

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

26. The plattor shall include a note regarding the payment of all street, park, and school impact fees consistent with the provisions of Chapters 14A.15, 14A.20, 14A.25, and 21A.105 SMC as the same exist at the time the final plat is being approved. The note shall indicate whether fees have already been fully paid, partially paid, or deferred. Specific language shall be reviewed and approved by the City prior to final plat approval.

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27. Covenant and easement language pertaining to individual lots and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.
28. Unless located within a recreation tract and public easements provided and except for the 12 individual on-lot vaults, all Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for inspection, maintenance, operation, repair, and replacement. Language to this effect shall be shown on the face of the final plat.
29. *“Maintenance of all landscape strips along the plat roads shall be the responsibility of the Homeowners Association or adjacent property owners. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.”*
30. *“Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association.”*
31. *“All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.”*
32. *“Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.”*
33. *“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”*
34. *“All lots containing or adjacent to infiltration or dispersion trenches/facilities shall be graded such that the flow path is directed away from the building foundation and the top of the trench is below the bottom of foundation.”*
35. *“All connections of roof drains, footing drains, and drains from all impervious surfaces such as patios and driveways to the permanent storm drain system shall be constructed and approved prior to final building inspection approval.”*
36. *“In accordance with Chapter 13.15 Sammamish Municipal Code, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit.”*

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37. *“Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant to SMC 13.30.020.”*
38. Trees retained in accordance with Chapter 21A.37 SMC shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number.
39. *“Trees identified on the face of this plat have been retained pursuant to the provisions of Chapter 21A.37 SMC. Retained trees are subject to the tree protection standards of Chapter 21A.37 SMC. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with Chapter 21A.37 SMC.”*

***Prior to Final Construction Approval:***

40. All items in the final acceptance construction punch list shall be addressed and accepted by the City.
41. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televised for inspection.
42. Prior to acceptance into the Maintenance and Defect period, project close-out documents including as-builts and final corrected TIR shall be submitted to Public Works for approval.
43. The Plator shall purchase from the City and install drain markers on each catch basin within the short plat (Only Rain Down the Drain). Installation instructions are provided with drain markers. Avoid placement on roadway asphalt.



# SILVERLEAF

A PORTION OF THE N.W. 1/4, OF THE N.W. 1/4, SEC. 8, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, WASHINGTON

**PLAT CONDITIONS**

- ALL INDIVIDUAL LOTS SHALL HAVE STORMWATER BEST MANAGEMENT PRACTICES (BMP) PER THE CITY OF SAMMAMISH REQUIREMENTS. MAINTENANCE OF BMP'S WITHIN SAID LOTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS. EACH LOT WITH A BMP SHALL HAVE A RECORDED COVENANT IN PLACE PRIOR TO THE APPROVAL OF A BUILDING PERMIT. REFERENCE FLOW CONTROL BMP ANALYSIS CHART ON THIS SHEET.
- THE SILVERLEAF HOMEOWNER'S ASSOCIATION WAS ESTABLISHED WITH THE SECRETARY OF STATE ON \_\_\_\_\_ LOTS 1 THROUGH 12 IN THIS SUBDIVISION (INCLUSIVE) ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVERLEAF HOMEOWNER'S ASSOCIATION, RECORDED UNDER RECORDING NUMBER \_\_\_\_\_
- MAINTENANCE OF ALL LANDSCAPE STRIPS ALONG THE PLAT ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ADJACENT PROPERTY OWNERS. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS CREATED BY THE PLAT.
- MAINTENANCE OF LANDSCAPING STRIPS ALONG THE STORMWATER POND PERIMETER OTHER THAN THE INTERIOR POND EMBANKMENTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- ALL LANDSCAPED AREAS OF THE PLAT AND INDIVIDUAL LOTS SHALL INCLUDE A MINIMUM OF 8-INCHES OF COMPOSTED SOIL AMENDMENT.
- MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL AND PRIVATE ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR JOINTLY SHARED BY THE OWNERS OF THE DEVELOPMENT.
- METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES/FACILITIES SHALL BE GRADED SUCH THAT THE FLOW PATH IS DIRECTED AWAY FROM THE BUILDING FOUNDATION AND THE TOP OF THE TRENCH IS BELOW THE BOTTOM OF FOUNDATION.
- ALL CONNECTIONS OF ROOF DRAINS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS TO THE PERMANENT STORM DRAIN SYSTEM SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL.
- IN ACCORDANCE WITH CHAPTER 13.15 SAMMAMISH MUNICIPAL CODE, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- ILLEGAL DISCHARGE OF STORMWATER POLLUTANTS FROM PRESSURE WASHING, CAR WASHING, AND OTHER ROUTINE MAINTENANCE OF HOUSEHOLD APPURTENANCES SUCH AS SIDING, ROOF, AND WINDOWS SHALL BE PREVENTED FROM ENTERING THE STORM DRAIN SYSTEM. MEASURES SUCH AS DIRECTING WATER TO A GREEN, VEGETATED AREA OR COVERING THE DOWNSTREAM CATCH BASINS SHALL BE REQUIRED AND ENFORCED PURSUANT TO SMC 13.30.020.
- TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF CHAPTER 21A.37 SMC. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF CHAPTER 21A.37 SMC. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH CHAPTER 21A.37.
- ELEVEN LOTS ARE SUBJECT TO SCHOOL IMPACT FEES. SCHOOL IMPACT FEES WILL BE ASSESSED AND COLLECTED AT BUILDING PERMIT ISSUANCE.
- ELEVEN LOTS ARE SUBJECT TO PARK IMPACT FEES. PARK IMPACT FEES WILL BE ASSESSED AND COLLECTED AT BUILDING PERMIT ISSUANCE.
- ELEVEN LOTS ARE SUBJECT TO TRAFFIC IMPACT FEES. TRAFFIC IMPACT FEES WILL BE ASSESSED AND COLLECTED AT BUILDING PERMIT ISSUANCE.
- THE HOUSES ON LOTS 3 - 8 AND LOTS 11 & 12 SHALL BE REQUIRED TO HAVE FIRE SPRINKLER SYSTEMS.

**TRACT NOTES**

TRACTS A AND B ARE OPEN SPACE TRACTS AND ARE HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE SILVERLEAF HOMEOWNER'S ASSOCIATION UPON THE RECORDING OF THIS PLAT. FURTHERMORE, THE SILVERLEAF HOMEOWNER'S ASSOCIATION SHALL ALSO BE RESPONSIBLE FOR THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THE STORM DRAINAGE INFILTRATION SYSTEM WITHIN TRACTS A AND B. SHOULD THE SILVERLEAF HOMEOWNER'S ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 12 OF THIS PLAT (INCLUSIVE) SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE RECREATION FACILITIES WITHIN SAID TRACT. SEE TREE RETENTION PLAN, SHEET 4.

TRACT C IS A STORMWATER TRACT AND IS HEREBY GRANTED AND CONVEYED, TO THE CITY OF SAMMAMISH UPON THE RECORDING OF THIS PLAT. THE SILVERLEAF HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING WITHIN SAID TRACT. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STORMWATER FACILITIES LYING WITHIN SAID TRACT.

TRACT D IS A RECREATIONAL SPACE TRACT AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE SILVERLEAF HOMEOWNER'S ASSOCIATION WITH THE RECORDING OF THIS PLAT. SHOULD THE SILVERLEAF HOMEOWNER'S ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 12 OF THIS PLAT (INCLUSIVE) SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE RECREATION FACILITIES WITHIN SAID TRACT.

**PUBLIC EASEMENT PROVISIONS**

- AN EASEMENT (PUE) IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THOSE EASEMENTS IDENTIFIED AS PUBLIC UTILITY EASEMENTS, THE EXTERIOR TEN (10) FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS, IN WHICH TO LAY, INSTALL, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDER GROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.
- THE 10' PUBLIC DRAINAGE EASEMENTS (PUDE2) SHOWN OVER, UNDER AND ACROSS TRACT B, TRACT D AND LOT 9 ARE ESTABLISHED FOR THE BENEFIT OF THE CITY OF SAMMAMISH. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THE STORM DRAINAGE SYSTEM WITHIN SAID EASEMENT SHALL BE BORNE BY THE CITY OF SAMMAMISH AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM, THE CITY OF SAMMAMISH SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

**WATER AND SEWER EASEMENT PROVISIONS**

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

- THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE SOUTHERLY FRONTAGE OF LOTS 1-4.
- THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE EASTERLY FRONTAGE OF LOT 4.
- THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE NORTHERLY FRONTAGE OF LOTS 9-12.
- THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE EASTERLY FRONTAGE OF LOT 12.
- THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE FRONTAGE OF LOTS 5-8.
- THE WEST 25 FEET OF LOT 5.
- A 5.00 FOOT WIDE STRIP OF LAND WITHIN TRACT D HAVING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHWEST CORNER OF TRACT D; THENCE SOUTH 87°11'08" EAST ALONG THE NORTH LINE THEREOF 11.89 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 02°48'52" WEST 8.00 FEET TO THE TERMINUS OF SAID CENTERLINE.

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

**PRIVATE EASEMENT PROVISIONS**

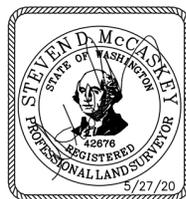
- THE 10' PRIVATE DRAINAGE EASEMENT (PVDE1) SHOWN OVER, UNDER AND ACROSS LOT 1 IS ESTABLISHED FOR THE BENEFIT OF THE OWNER OF LOT 2. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE STORM DRAINAGE SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES BY THE OWNERS OF LOTS 1 AND 2, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE STORM DRAINAGE SYSTEM ABOVE THEIR CONNECTION; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM, THE PROPERTY OWNER(S) TO WHOM THE EASEMENT BENEFITS SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.
- THE 10' PRIVATE DRAINAGE EASEMENT (PVDE2) SHOWN OVER, UNDER AND ACROSS LOT 3 IS ESTABLISHED FOR THE BENEFIT OF THE OWNER OF LOT 4. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE STORM DRAINAGE SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES BY THE OWNERS OF LOTS 3 AND 4, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE STORM DRAINAGE SYSTEM ABOVE THEIR CONNECTION; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM, THE PROPERTY OWNER(S) TO WHOM THE EASEMENT BENEFITS SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.
- THE 10' PRIVATE DRAINAGE EASEMENT (PVDE3) SHOWN OVER, UNDER AND ACROSS LOTS 6, 7 AND 8 IS ESTABLISHED FOR THE BENEFIT OF THE OWNERS OF LOTS 5, 6, 7 AND 8. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE STORM DRAINAGE SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES BY THE OWNERS OF LOTS 5, 6, 7 AND 8, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE STORM DRAINAGE SYSTEM ABOVE THEIR CONNECTION; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM, THE PROPERTY OWNER(S) TO WHOM THE EASEMENT BENEFITS SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.
- THE 10' PRIVATE DRAINAGE EASEMENT (PVDE4) SHOWN OVER, UNDER AND ACROSS LOT 9 IS ESTABLISHED FOR THE BENEFIT OF THE OWNER OF LOT 10. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE STORM DRAINAGE SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES BY THE OWNERS OF LOTS 9 AND 10, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE STORM DRAINAGE SYSTEM ABOVE THEIR CONNECTION; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM, THE PROPERTY OWNER(S) TO WHOM THE EASEMENT BENEFITS SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.
- THE 10' PRIVATE DRAINAGE EASEMENT (PVDE5) SHOWN OVER, UNDER AND ACROSS LOT 11 IS ESTABLISHED FOR THE BENEFIT OF THE OWNER OF LOT 12. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE STORM DRAINAGE SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES BY THE OWNERS OF LOTS 11 AND 12, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE STORM DRAINAGE SYSTEM ABOVE THEIR CONNECTION; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM, THE PROPERTY OWNER(S) TO WHOM THE EASEMENT BENEFITS SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.
- THE PRIVATE DRAINAGE EASEMENT (PVDE6) SHOWN OVER, UNDER AND ACROSS THE SOUTHEAST CORNER OF LOT 6 IS ESTABLISHED FOR THE BENEFIT OF THE SILVERLEAF HOMEOWNER'S ASSOCIATION. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THE STORM DRAINAGE SYSTEM WITHIN THE EASEMENT SHALL BE BORNE BY THE SILVERLEAF HOMEOWNER'S ASSOCIATION AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM, THE SILVERLEAF HOMEOWNER'S ASSOCIATION SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.
- THE PRIVATE DRAINAGE EASEMENTS (PVDE7, PVDE9 AND PVDE10) SHOWN OVER, UNDER AND ACROSS TRACT A, TRACT B AND SOUTH 5' OF LOT 8 ARE ESTABLISHED FOR THE BENEFIT OF THE SILVERLEAF HOMEOWNER'S ASSOCIATION. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THE INTERCEPTOR DRAIN AND STORM DRAINAGE SYSTEM WITHIN THE EASEMENTS SHALL BE BORNE BY THE SILVERLEAF HOMEOWNER'S ASSOCIATION AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAINAGE SYSTEM, THE SILVERLEAF HOMEOWNER'S ASSOCIATION SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.
- THE 10' PRIVATE WALL DRAINAGE EASEMENT (PVDE8) SHOWN OVER, UNDER AND ACROSS LOTS 9-12 IS ESTABLISHED FOR THE BENEFIT OF THE OWNERS OF LOTS 9-12. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE WALL DRAINAGE SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES BY THE OWNERS OF LOTS 9-12, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE WALL DRAINAGE SYSTEM EAST OF THEIR LOT; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE WALL DRAINAGE SYSTEM, THE PROPERTY OWNER(S) TO WHOM THE EASEMENT BENEFITS SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.
- THE 5'X10' PRIVATE WATER EASEMENT (PVWE) SHOWN AT THE SOUTHWEST CORNER OF LOT 7 IS ESTABLISHED FOR THE BENEFIT OF THE OWNER OF LOT 8 FOR MAINTENANCE OF A WATER METER AND WATER SERVICE LINE TO LOT 8. ALL MAINTENANCE COST FOR SAID METER AND LINE SHALL BE BORNE BY THE OWNER OF LOT 8. THE OWNER OF LOT 8 SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

**FLOW CONTROL BMP ANALYSIS**

LOT	LOT AREA (SF)	REQUIRED (10%)	FLOW CONTROL BMPs
			PROPOSED
1	5,342	534	Pervious Surfaces & Sheet Flow
2	5,273	527	Pervious Surfaces & Sheet Flow
3	5,275	527	Pervious Surfaces & Sheet Flow
4	5,797	580	Pervious Surfaces & Sheet Flow
5	6,742	674	Pervious Surfaces & Sheet Flow
6	4,978	498	Pervious Surfaces & Sheet Flow
7	5,041	504	Pervious Surfaces & Sheet Flow
8	5,027	503	Pervious Surfaces & Sheet Flow
9	5,238	524	Pervious Surfaces & Sheet Flow
10	5,041	504	Pervious Surfaces & Sheet Flow
11	5,001	500	Pervious Surfaces & Sheet Flow
12	5,186	519	Pervious Surfaces & Sheet Flow

FLOW CONTROL BMP'S TO BE IMPLEMENTED AT THE TIME OF BUILDING PERMIT. ONE 50-GALLON RAIN BARREL IS ALSO REQUIRED FOR EACH LOT.

CITY OF SAMMAMISH FILE NO.: FSUB2020-00177

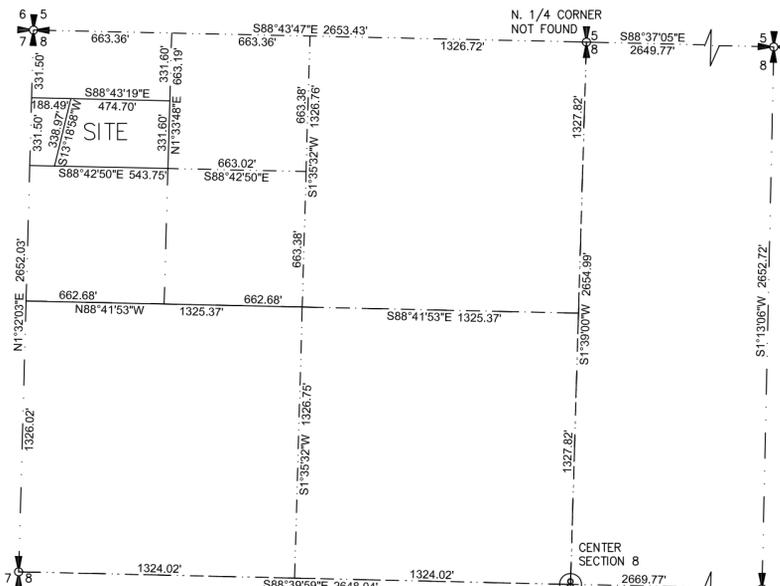


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DRAWN BY: JEF	CHECKED BY: SDM	DATE: 5/27/20	SHEET: 2 OF 5	
JOB NO. 19555				

# SILVERLEAF

A PORTION OF THE N.W. 1/4, OF THE N.W. 1/4, SEC. 8, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, WASHINGTON

FOUND 3" BRASS  
DISC IN CONC.  
FLUSH W/ GRADE  
(7/02/2019)



CALCULATED POSITION OF 1" IRON  
PIPE FOUND BY TRIAD IN 2005 UNDER  
UN-RECORDED JOB NO. 05-131

FOUND PUNCH IN 1/4" BRASS PIN  
IN CONC. IN MON. CASE DOWN 1.6'  
BELOW RIM FALLS 3.0' EAST OF EDGE  
OF ASPHALT OF A DEAD END ROAD  
(07/02/2019)

FOUND 3" BRASS  
CAP IN CONC. IN  
STANDARD MON  
CASE (07/02/2019)



0 100 250 500  
SCALE 1" = 500'

**HORIZONTAL DATUM**

NAD 83/91

**BASIS OF BEARING**

N01°13'06"E BETWEEN FOUND MONUMENTS ON THE EAST LINE OF  
NE 1/4 SEC. 8, TWP. 24 N., RNG. 6 E., W.M.

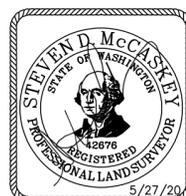
**INSTRUMENTATION**

INSTRUMENT USED: 5 SECOND TOTAL STATION.

FIELD SURVEY WAS BY CLOSED TRAVERSE LOOPS, MINIMUM  
CLOSURE OF LOOPS WAS 1:22,000, IN ACCORDANCE WITH  
WAC 332-130-090.

**CONTROL NOTE**

SECTION BREAKDOWN PER UNRECORDED SURVEY BY TRIAD ASSOCIATES,  
PROJECT NO. 05-131 DATED 7/5/05. THE LOCATION OF THE CONTROLLING  
MONUMENTS FOR THE SECTION THAT WERE FOUND BY TRIAD, WITH THE  
EXCEPTION OF THE WEST QUARTER CORNER, WERE FIELD CHECKED BY  
ENCOMPASS ENGINEERING FOR THIS PLAT AND FOUND MATCH THE BREAKDOWN.



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DRAWN BY: JEF	CHECKED BY: SDM	DATE: 5/27/20	SHEET: 3 OF 5	
JOB NO. 19555				

CITY OF SAMMAMISH FILE NO.: FSUB2020-00177

# SILVERLEAF

A PORTION OF THE N.W. 1/4, OF THE N.W. 1/4, SEC. 8, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, WASHINGTON



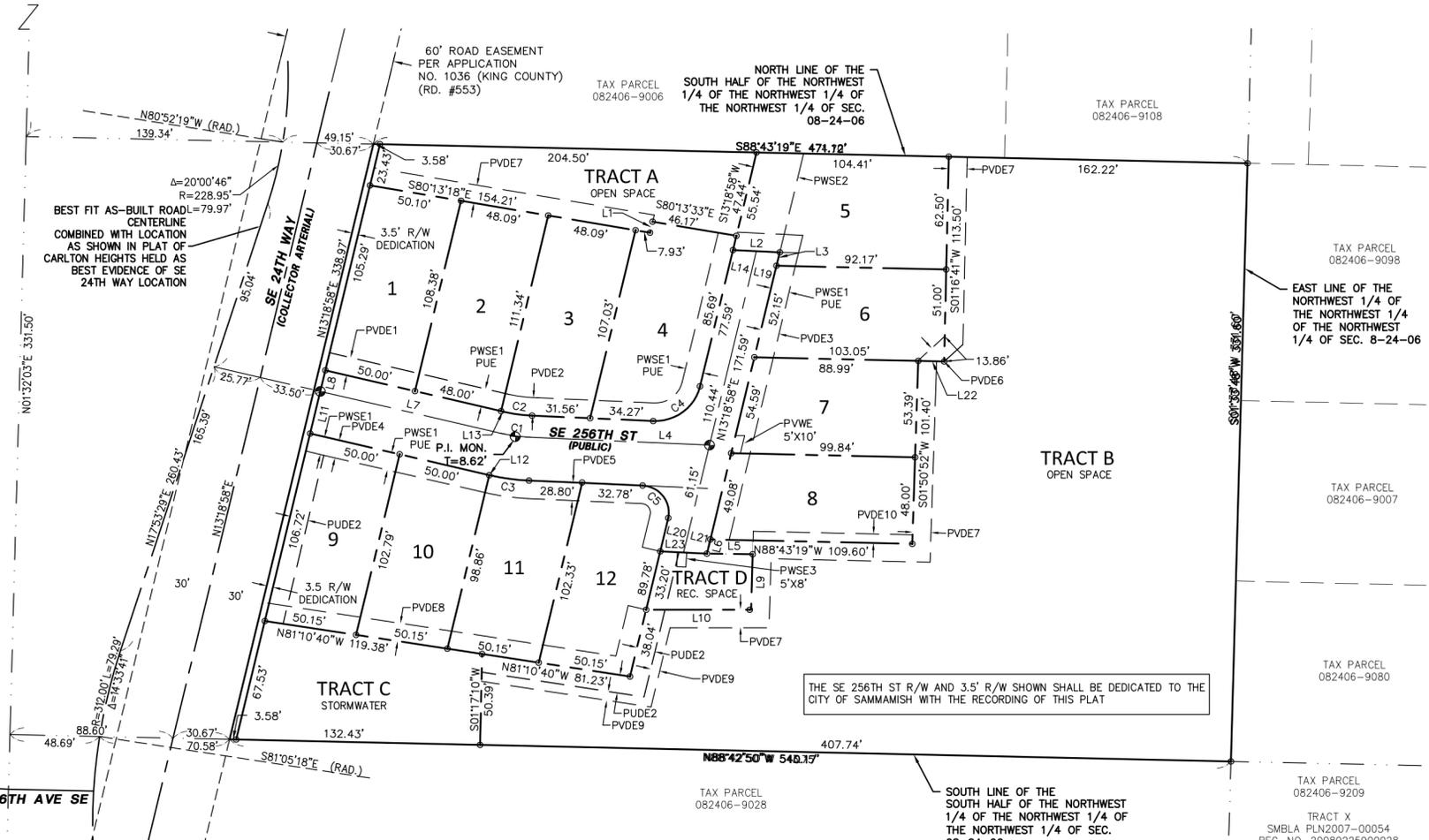
0 50 100  
SCALE 1" = 50'

Parcel Table			
PARCEL #	AREA (SF)	AREA (AC)	
TRACT A	7,426	0.17	OPEN SPACE
TRACT B	75,555	1.73	OPEN SPACE
TRACT C	7,356	0.17	STORM FACILITY
TRACT D	1,682	0.04	REC. SPACE

Parcel Table	
Parcel #	Area S.F.
1	5,342
2	5,273
3	5,274
4	5,797
5	6,742
6	4,978
7	5,041
8	5,027
9	5,238
10	5,041
11	4,993



0 50 100  
SCALE 1" = 50'



**EASEMENT LEGEND**

- PWSE1-10' PUBLIC WATER & SEWER EASEMENT, RECORDING NO. \_\_\_\_\_  
SEE WATER & SEWER EASEMENT PROVISION ON SHEET 2
- PWSE2-25' PUBLIC WATER & SEWER EASEMENT, RECORDING NO. \_\_\_\_\_  
SEE WATER & SEWER EASEMENT PROVISION ON SHEET 2
- PWSE3-5'x8' PUBLIC WATER & SEWER EASEMENT, RECORDING NO. \_\_\_\_\_  
SEE WATER & SEWER EASEMENT PROVISION ON SHEET 2
- PUE- 10' PUBLIC UTILITY EASEMENT- SEE PUBLIC EASEMENT NOTE NO. 1, SHEET 2
- PVDE2- 10' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 2, SHEET 2
- PVDE1- 10' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 1, SHEET 2
- PVDE2- 10' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 2, SHEET 2
- PVDE3- 10' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 3, SHEET 2
- PVDE4- 10' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 4, SHEET 2
- PVDE5- 10' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 5, SHEET 2
- PVDE6- 10' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 6, SHEET 2
- PVDE7- 10' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 7, SHEET 2
- PVDE8- 10' PRIVATE WALL DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 8, SHEET 2
- PVDE9- 5' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 7, SHEET 2
- PVDE10- 5' PRIVATE DRAINAGE EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 7, SHEET 2
- PWSE- 5'x10' PRIVATE WATER EASEMENT- SEE PRIVATE EASEMENT NOTE NO. 9, SHEET 2

**LEGEND**

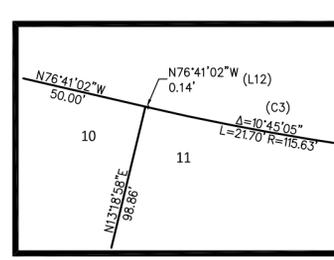
- ⊙ SET MONUMENT IN CASE
- ⊙ SET REBAR & CAP L.S. #42676

Line #	Direction	Length
L1	N13°18'58"E	6.27'
L2	S87°11'08"E	25.43'
L3	S13°18'58"W	7.67'
L4	S87°26'08"E	96.97'
L5	S89°12'20"E	24.84'
L6	S13°18'58"W	8.11'
L7	S76°41'02"E	101.84'
L8	S13°18'58"W	12.00'
L9	S01°36'37"W	30.72'
L10	S89°59'56"W	57.02'
L11	S13°18'58"W	24.00'
L12	S76°41'02"E	0.14'
L13	S76°41'02"E	2.14'
L14	S76°41'02"E	12.50'
L19	S76°41'02"E	12.50'
L20	S76°41'02"E	12.50'
L21	S76°41'02"E	12.50'

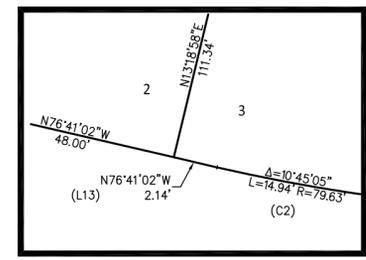
Curve #	Delta	Radius	Length
C1	10°45'05"	91.63'	17.19'
C2	10°45'05"	79.63'	14.94'
C3	10°45'05"	115.63'	21.70'
C4	79°14'54"	25.00'	34.58'
C5	100°45'05"	15.00'	26.38'

**BUILDING SETBACK LEGEND**

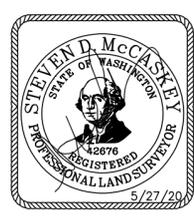
- ⊠ 20' FRONT YARD GARAGE SETBACK
- ⊠ 10' FRONT YARD SETBACK
- ⊠ 5' SIDE YARD SETBACK
- ⊠ 5' REAR YARD SETBACK



LOTS 10 & 11  
CORNER DETAIL



LOTS 2 & 3  
CORNER DETAIL



PREPARED BY  
**Encompass**  
ENGINEERING & SURVEYING  
Western Washington Division  
165 NE Juniper Street, Suite 201 • Issaquah, WA 98027 • Phone: (425) 392-0250  
Eastern Washington Division  
407 Swiftwater Blvd. • Cle Elum, WA 98922 • Phone: (509) 674-7433

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DRAWN BY: JEF	CHECKED BY: SDM	DATE: 5/27/20	SHEET: 4 OF 5
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CITY OF SAMMAMISH FILE NO.: FSUB2020-00177

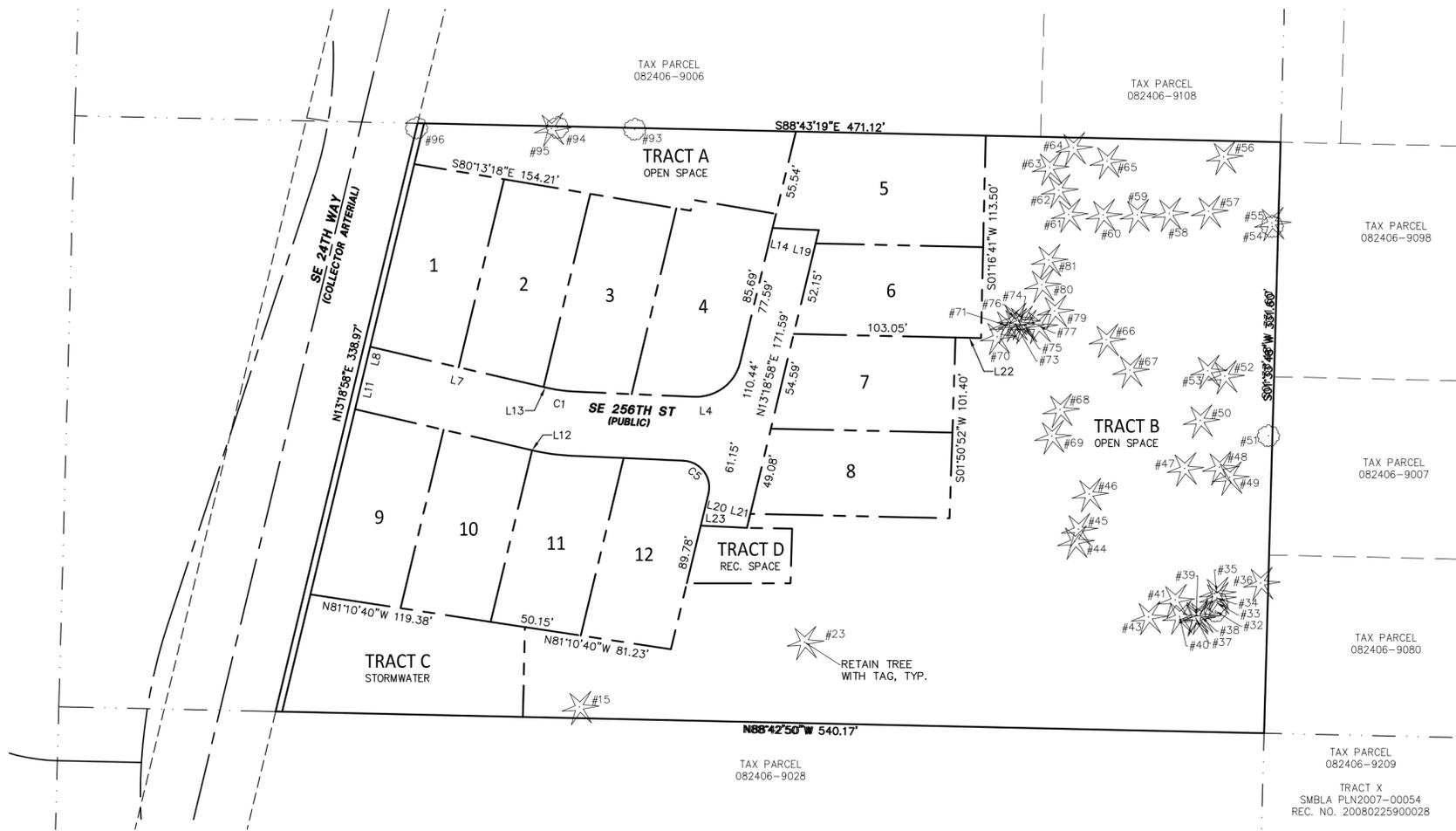
# SILVERLEAF

A PORTION OF THE N.W. 1/4, OF THE N.W. 1/4, SEC. 8, T 24 N, R 6 E, W.M.  
CITY OF SAMMAMISH, WASHINGTON

## TREE RETENTION PLAN



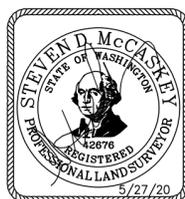
0 50 100 25 50  
SCALE 1" = 50'



TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF CHAPTER 21A.37 SMC. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF CHAPTER 21A.37 SMC. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH CHAPTER 21A.37.

RETAINED TREE TABLE	
TAG #	SPECIES
15	DOUGLAS-FIR
23	DOUGLAS-FIR
32	BIG LEAF MAPLE
33	BIG LEAF MAPLE
34	WESTERN RED CEDAR
35	DOUGLAS-FIR
36	DOUGLAS-FIR (SNAG)
37	DOUGLAS-FIR
38	WESTERN RED CEDAR
39	WESTERN RED CEDAR
40	WESTERN RED CEDAR
41	WESTERN RED CEDAR
43	DOUGLAS-FIR
44	DOUGLAS-FIR
45	DOUGLAS-FIR
46	DOUGLAS-FIR
47	WESTERN RED CEDAR
48	DOUGLAS-FIR
49	DOUGLAS-FIR
50	DOUGLAS-FIR
51	BIG LEAF MAPLE
52	DOUGLAS-FIR
53	WESTERN RED CEDAR
54	BIG LEAF MAPLE
55	DOUGLAS-FIR
56	DOUGLAS-FIR
57	DOUGLAS-FIR
58	WESTERN RED CEDAR

RETAINED TREE TABLE	
TAG #	SPECIES
59	WESTERN RED CEDAR
60	WESTERN RED CEDAR
61	DOUGLAS-FIR
62	DOUGLAS-FIR
63	DOUGLAS-FIR
64	DOUGLAS-FIR
65	DOUGLAS-FIR
66	DOUGLAS-FIR
67	DOUGLAS-FIR
68	DOUGLAS-FIR
69	DOUGLAS-FIR
70	DOUGLAS-FIR
71	DOUGLAS-FIR
73	DOUGLAS-FIR
74	DOUGLAS-FIR
75	DOUGLAS-FIR
76	DOUGLAS-FIR
77	DOUGLAS-FIR
79	DOUGLAS-FIR
80	DOUGLAS-FIR
81	DOUGLAS-FIR
93	BIG LEAF MAPLE
94	BIG LEAF MAPLE
95	DOUGLAS-FIR
96	BIG LEAF MAPLE



PREPARED BY

### Encompass

ENGINEERING & SURVEYING

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DRAWN BY: JEF	CHECKED BY: SDM	DATE: 5/27/20	SHEET: 5 OF 5
JOB NO. 19555			

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CITY OF SAMMAMISH FILE NO.: FSUB2020-00177

# SILVERLEAF SUBDIVISION



**Agenda Bill**  
**City Council Special Meeting**  
**August 11, 2020**



<b>SUBJECT:</b>	Bid Rejection: Sammamish Community Aquatic Center - Parking Garage Traffic Coating Replacement Project											
<b>DATE SUBMITTED:</b>	August 03, 2020											
<b>DEPARTMENT:</b>	Parks, Recreation & Facilities											
<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 reject the bids submitted for the Sammamish Community Aquatic Center - Parking Garage Traffic Coating Replacement Project.											
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Bid Tabulation - SCAC Traffic Coating for AB</a>											
<b>BUDGET:</b>	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$100,000</td> <td><input checked="" type="checkbox"/> <b>Approved in budget</b></td> </tr> <tr> <td>Fund(s)</td> <td>0001-019-518-30-48-01</td> <td><input type="checkbox"/> <b>Budget reallocation required</b></td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> <b>No budgetary impact</b></td> </tr> </table>			Total dollar amount	\$100,000	<input checked="" type="checkbox"/> <b>Approved in budget</b>	Fund(s)	0001-019-518-30-48-01	<input type="checkbox"/> <b>Budget reallocation required</b>			<input type="checkbox"/> <b>No budgetary impact</b>
Total dollar amount	\$100,000	<input checked="" type="checkbox"/> <b>Approved in budget</b>										
Fund(s)	0001-019-518-30-48-01	<input type="checkbox"/> <b>Budget reallocation required</b>										
		<input type="checkbox"/> <b>No budgetary impact</b>										
<b>WORK PLAN FOCUS AREAS:</b>	<table border="0"> <tr> <td><input type="checkbox"/>  Transportation</td> <td><input type="checkbox"/>  Community Safety</td> </tr> <tr> <td><input type="checkbox"/>  Communication &amp; Engagement</td> <td><input checked="" type="checkbox"/>  Community Livability</td> </tr> <tr> <td><input type="checkbox"/>  High Performing Government</td> <td><input type="checkbox"/>  Culture &amp; Recreation</td> </tr> <tr> <td><input type="checkbox"/>  Environmental Health &amp; Protection</td> <td><input type="checkbox"/>  Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	
<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											

**NEEDED FROM COUNCIL:**

Should the City Council reject the bids submitted for the Sammamish Community Aquatic Center - Parking Garage Traffic Coating Replacement Project?

**KEY FACTS AND INFORMATION SUMMARY:**

On July 24th the City received three bids (one of the bids was received late) for the Sammamish Community Aquatic Center - Parking Garage Traffic Coating Replacement Project. The low bid received was in the amount of \$135,464.00 + w.s.s.t. totaling to \$ 149,010. This bid amount is significantly higher than the Engineer's estimate of \$100,000 and exceeds the appropriated funding when all the consultant and testing fees are added to complete the project. Staff recommends that the bids submitted be rejected and the project be re-advertised for bidding in 2021.

**FINANCIAL IMPACT:**

There will be minor expenses to re-bid the project, including preparing a bid package and advertising.

**OTHER ALTERNATIVES CONSIDERED:**

N/A

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

N/A

BID TABULATION

Project: Sammamish Community Aquatic Center Traffic Coating Replacement

Bid Date: July 24, 2020 2:00 PM

Bidder	Base Bid	Crack Repair		TOTAL BID	w.s.s.t.	TOTAL COST
		Unit Price	Total for crack repair			
Summit Sealants and Restoration, Inc.	\$ 140,165.30	\$ 7.30	\$ 3,650.00	\$ 143,815.30	\$ 14,381.53	\$ 158,196.83
Leewens Corporation	\$ 131,464.00	\$ 8.00	\$ 4,000.00	\$ 135,464.00	\$ 13,546.40	\$ 149,010.40
Grayhawk Construction (Received Late)	\$ 121,336.81	\$ 13.03	\$ 6,512.91	\$ 127,849.72		
Technical Waterproofing, Inc.	-	-	-	-		-
Sound Waterproofers Inc.	-	-	-	-		-

Architect's Estimate: **\$100,000 + w.s.s.t.**

**Agenda Bill**  
**City Council Special Meeting**  
**August 11, 2020**



<b>SUBJECT:</b>	Contract: Electronic Records Management System and Services / Collabware Systems, Inc.	
<b>DATE SUBMITTED:</b>	August 05, 2020	
<b>DEPARTMENT:</b>	City Clerk	
<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 contract with Collabware Systems, Inc. in the amount of \$103,400 to implement and use an electronic records management system (Collabspace) to compliantly and securely manage the City's electronic records and begin work to create a public records portal.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Collabware Enterprise Licence Agreement</a> <a href="#">2. Exhibit 2 - Collabware Master Services Agreement</a> <a href="#">3. Exhibit 3 - Scope of Work - Phase 1</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$103,400	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	City Clerk Professional Services (001-018-514-30-41-00); Capital	<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 checked="" type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**  
 Should the City of Sammamish enter into a contract with Collabware Systems, Inc. to implement and use the Collabspace tool to manage the City's electronic records and increase their accessibility?

**KEY FACTS AND INFORMATION SUMMARY:**  
**Summary Statement**  
 These contracts with Collabspace Systems, Inc are respectfully submitted to authorize ongoing efforts toward the creation of a public records portal and increased compliance with requirements for records management and public disclosure. The proposed 1 year Enterprise License Agreement (**Exhibit 1**) would enable the City of Sammamish to use Collabware's electronic records management system,

CollabSpace, to manage its electronic records. Collabware's professional services are proposed to be contracted (**Exhibit 2**) as described in the scope of work (**Exhibit 3**) to implement the CollabSpace system, train IT and City Clerk staff on how to use and maintain it, assist with the initial ingestion of records into the system, and detail next steps to create and launch the public records portal.

A public records portal will allow the public to search and view the City's non-sensitive public records online. Records with sensitive content (e.g. social security numbers, bank account information, attorney/client privileged communication, etc.) will still be available through the public records request process which includes attorney review and redaction of such exempt content.

The scope of work presented in the contract includes work referred to below as Phase 1 of the records management project. Phase 2 will build off the foundation laid in Phase 1 and will be presented for consideration as part of the 2021-2022 biennium budget and, if the budget is approved, a new contract with Collabware in 2021. Phase 2 will include the launch of the public records portal and continued addition of City records to the portal.

### **System and Consultant Selection**

An RFP was advertised on June 5, 2020 for an electronic records management system and services, closing on June 18, 2020. Seven proposals were received. A preliminary evaluation of the proposals was performed by City Clerk and IT staff to assess alignment of proposals with the stated needs in the RFP. Three vendors were invited to provide product demonstrations to a cross-departmental evaluation team. The evaluation team provided fair and thorough evaluation of the vendor proposals, products, services, and references. Collabware Systems, Inc. was selected to move forward with contract negotiations based on their previous experience, industry knowledge, product features and services, quality of proposal, ability to meet the City's expectations, timeline, and budget, and their approach to records management and a public records portal.

### **Background**

A Records Management initiative was approved in the 2019-2020 biennial budget. Its goals were to: 1) increase transparency and access to records and information for the public, 2) ensure compliance with State and Federal records management and disclosure laws to avoid costly penalties, and 3) manage information assets in a more organized, cost-effective, and secure manner.

The initiative was delayed due to the 2019 ransomware attack and staff turnover, especially among the City's Leadership Team. Research on the City's needs pertaining to electronic records along with technologies and best practices to meet them continued, led by the City Clerk's Office and IT Department in collaboration with representatives from all City departments. With steady leadership and direction in the City Manager's Office this year, the project was able to move forward, resulting in the contract for your consideration. The proposed work was previously approved in the 2019-2020 biennium budget. Funding will be sought in the 2021-2022 biennial budget to continue this work and develop a public portal.

### **Project Summary**

To build a strong and secure foundation for a public records portal, the City's records must undergo assessment, classification, management, and security review.

1. **Assessment** – Determine quantity and location of electronic records. Identify records eligible for destruction (i.e. duplicates/copies, obsolete records). Destruction will not occur without authorization from all necessary staff. A court defensible destruction log will be created via the CollabSpace system when this occurs should anything ever be questioned.

2. **Classification** – Create categories and retention requirements for records in the system based on the State’s retention schedules and City's business needs.
3. **Management** – Monitor the system and take action as necessary, including destruction or transfer of records to the State Archives, placement or release of legal holds, etc.
4. **Security Review** – Access permissions are assigned to records (i.e. who can view, edit, delete them). Prior to becoming accessible to the public, automated review for sensitive content will occur. Records not authorized for the public portal will remain available through the public records request process. Authorized records containing no sensitive information will become accessible via the public portal.

This work is expected to take part in two primary phases:

**Phase 1 –2020-2021**

Implement the Collabspace system. Ingest the City Clerk’s records to test the system and the processes for assessment, classification, management, and security review. Investigate creation of the public portal.

**Phase 2 – 2021-2022**

Ingest records from other departments into Collabspace, starting with those most requested by the public. Launch the public portal. Investigate connecting Collabspace to additional systems where records are stored, allowing management and accessibility of those records (i.e. the City's permitting software).

After completion of Phase 2, the project would move into maintenance mode. Records would be ingested into the system automatically, made publicly available via the public records portal, and compliantly managed. While efforts will be ongoing, the management and disclosure of public records are legal requirements ([RCW 40.14](#), [RCW 42.56](#)) which the City will become unable to meet as time goes on. Storage costs and staff inefficiencies would also increase over time without benefit of records being managed or made accessible.

**FINANCIAL IMPACT:**

Funds to support this contract are allocated in the 2019-2020 City Clerk budget under Professional Services (001-018-514-30-41-00) and in the capital budget.

**Funding Allocation**

**Technology:** \$24,000

**Services:** \$70,000

**10% Tax:** \$9,400

**Total Contract Amount:** \$103,400

**OTHER ALTERNATIVES CONSIDERED:**

**1) Utilize a different software solution.** All other solutions investigated would require either additional staff and/or consultant resources to implement and maintain, offer less functionality, and/or cost more over time with fewer returns on investment.

**2) Delay work to manage the City's electronic records and creation of a public records portal.** This would maintain the City's current level of risk in the short term for noncompliance associated with records management, disclosure, privacy, and security requirements. Risk would increase the longer records management efforts are delayed. Delay would result in continually increasing data storage costs, staff resource costs to maintain (not compliantly manage) this data, and staff resource costs in work inefficiencies due to disorganization of the City's electronic records which are housed in a variety

of systems, each needing to be searched individually, and often ineffectually. Records currently accessible to the public online would not increase much beyond those presently offered. Records would still be available through the public record request process, though staff costs would increase due to increased difficulty to locate responsive records as noted above. Requestor wait times would also increase unless additional staff resources are allocated toward public records request fulfillment.

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

- Security Assessment for City of Sammamish Facilities - Section II, Sensitive Information
- GIS Strategic Plan - Section 2.11.3
- [RCW 40.14 - Preservation and Destruction of Public Records](#)
- [RCW 42.56 - Public Records Act](#)

**COLLABWARE  
ENTERPRISE LICENCE AGREEMENT**

Effective Date: August 1, 2020

This Enterprise Licence Agreement is between:

**City of Sammamish**

801 228th Ave. SE  
Sammamish, WA 98075

Contact Name: Tammy Mueller

Contact Email: [tmueller@sammamish.us](mailto:tmueller@sammamish.us)

(**"Customer"**)

**COLLABWARE SYSTEMS INC.**

1188 West Georgia Street  
Suite 1050  
Vancouver, BC V6E 4A2

Contact Name: Graham Sibley

Contact Email: [gsibley@collabware.com](mailto:gsibley@collabware.com)

(**"Collabware"**)

**AGREEMENT**

Collabware wishes to license and provide to Customer, and Customer wishes to license and obtain from Collabware, the Collabware software and services specified on one or more attached sales orders entered into the by the parties (each a **"Sales Order"**) on the terms and conditions set out in this agreement and each Sales Order.

This agreement consists of this cover sheet, the attached Schedule A (General Terms and Conditions), Schedule B (Definitions), Schedule C (Service Levels for Hosted Software), Schedule D (Support and Maintenance Terms) and each Sales Order.

By signing below, each party acknowledges that it has read, understands and agrees to be bound by this agreement, and confirms that it is causing this agreement to be signed by an authorized representative who can bind that party. The parties are signing this agreement to be effective as of the Effective Date set out above.

**AGREED:**

**COLLABWARE SYSTEMS INC.**

**City of Sammamish**

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Print name of authorized signatory

\_\_\_\_\_  
Print name of authorized signatory

\_\_\_\_\_  
Title of authorized signatory

\_\_\_\_\_  
Title of authorized signatory

**SCHEDULE A  
GENERAL TERMS AND CONDITIONS**

**1. Licence**

- 1.1 Subject to this agreement's terms and conditions and each applicable Sales Order, and subject to Customer's compliance with this agreement, Collabware hereby grants to Customer during the Licence Term a limited, worldwide, non-exclusive, non-assignable licence to, solely for Customer's internal business purposes:
- (a) with respect to any On-Premises Software, install and use the object code version of that Software and access and use the Documentation; and
  - (b) with respect to any Hosted Software made available by Collabware, access and use the Hosted Services, Hosted Software and Documentation.
- 1.2 This Licence applies to updates, supplements, add-on components, or Internet-based services or components of the Software that Collabware may provide to Customer or make available to Customer, unless Collabware provides other terms along with the update, supplement, add-on component, or Internet-based services components.

**2. On-Premises Software**

- 2.1 With respect to any On-Premises Software described in a Sales Order, Collabware will deliver to Customer as set out in that Sales Order:
- (a) instructions for electronically downloading the On-Premises Software; or
  - (b) physical media containing the On-Premises Software.
- 2.2 Unless otherwise agreed in writing, Customer will be responsible for installing the On-Premises Software on its computer system.
- 2.3 Customer may make a single copy of On-Premises Software for back-up purposes. Customer will make no other copies of the On-Premises Software except as authorized in this agreement.
- 2.4 Customer may install, use, access, display and run one copy of the On-Premises Software on a single computer, such as a server, workstation or terminal provided that Customer has purchased a licence to do so. The right to install and use additional copies of the On-Premises Software requires that Customer purchase additional licences. Customer may move the On-Premises Software to a different computer. After the transfer, Customer must completely remove the On-Premises Software from the former computer.

**3. Hosted Software**

- 3.1 Collabware will use commercially reasonable efforts to make the Hosted Service and Hosted Software available as set out in Schedule C. Collabware will make commercially reasonable efforts to schedule any downtime for maintenance, upgrade and repair of the Hosted Service and Hosted Software at times that will minimize disruption in its operation. However, Customer acknowledges and agrees that there may be downtime during Customer's or its User's business hours. Collabware will make reasonable efforts to give Customer notice of downtime, but will have no liability regarding any unscheduled downtime or scheduled downtime of which Customer did not receive notice.

- 3.2 Customer acknowledges and agrees that the operation and availability of equipment and systems used for accessing and interacting with the Hosted Service and Hosted Software, including public telecommunication networks, computer networks and the internet (whether supplied by Collabware, Customer or a third party) can be unpredictable and may from time to time interfere with or prevent access to or use of the Hosted Service and Hosted Software. Collabware is not in any way responsible for any such interference with or prevention of Customer's or any User's access to or use of the Hosted Service and Hosted Software.
- 3.3 Customer will authorize access to and assign unique passwords and user names for its Users (if applicable, up to the number of Users specified on the Sales Order). User logins are for designated Users and cannot be shared or used by more than one User, provided that any User login may be permanently reassigned to another User as needed. Customer will be responsible for the confidentiality and use of its User's passwords and user names, and will use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Service or the Hosted Software, and will promptly notify Collabware of any actual or suspected unauthorized access to or use of the Hosted Service or Hosted Software or any loss or theft or unauthorized use of any User's password or user name. Customer is responsible for all activities conducted under its User logins and for its Users' compliance with this agreement.
- 3.4 Customer acknowledges and agrees that Hosted Services and Hosted Software are subscription-based and that Collabware may modify the Hosted Services and Hosted Software from time to time and that, if Collabware does so, Collabware will update the Documentation accordingly.

**4. Additional Restrictions**

- 4.1 Customer will use the Software and Services solely for its internal business purposes, in compliance with applicable law, and will not:
- (a) resell, sublicense, lease, time-share or otherwise make any Software, Hosted Services, Services or Documentation available to any third party;
  - (b) send or store on or through any Hosted Service or Hosted Software materials it knows to be infringing or unlawful or any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;
  - (c) modify, copy or create derivative works based on any Software, Hosted Services or Documentation;
  - (d) avoid, circumvent, or disable any access control technology, security device, procedure, protocol, or technological protection mechanism that may be included or established in or as part of any of the Software, Hosted Services or Services, or any hardware or software used to provide any Software, Hosted Services or Services, or any third-party hardware, software or services;
  - (e) reverse engineer, decompile, decode, or disassemble any Software;
  - (f) remove any proprietary notices from any Software, Hosted Services, Services or Documentation;
  - (g) access or use any Software, Hosted Services, Services or Documentation for the purpose of building a competitive product or service or copying its features or user interface;

- (h) use any Software, Hosted Services or Service, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without Collabware's prior written consent;
- (i) permit access to any Software, Hosted Service, Service or Documentation by a direct competitor of Collabware; or
- (j) attempt to gain unauthorized access to, or disrupt the integrity or performance of, any Software, Hosted Services or Services.

**5. Support and Maintenance**

5.1 During the Support and Maintenance Term Collabware will provide to Customer its standard software support and maintenance services in accordance with Collabware's then-current standard support and maintenance policies at <https://www.collabware.com/legal/support>. For greater certainty, Collabware will have no obligation to correct any error arising if one or more of the circumstances described in section 11.6(a) through (d) apply.

**6. Customer Data**

6.1 As between the parties, Customer owns and has control over Customer Data. Collabware does not own Customer Data, may not sell Customer Data, and will only have the right to use Customer Data in aggregated and anonymous form for Service and Software enhancement purposes. Customer hereby grants to Collabware a royalty-free, nonexclusive, worldwide, right and licence (with the right to sublicense through multiple tiers) to use, copy, store, process, transmit and display Customer Data as necessary to provide the Hosted Services, Services and Software.

6.2 Customer will be considered the data controller for any Personal Data. Customer will have sole responsibility for determining if the collection, storage, and use of its Personal Data complies with applicable law, for making all required disclosures and obtaining all required consents relating to the activities described in this agreement, and otherwise complying with all applicable laws relating to Personal Data.

6.3 The Customer acknowledges and agrees that Collabware may share Customer Data with its affiliates and business partners (like backbone network and hosting providers) for the sole purpose of providing the Hosted Services and Software to Customer, provided that Collabware will comply with its confidentiality and data protection obligations set out in this agreement.

6.4 Unless otherwise expressly agreed in a writing that is signed by an authorized representative of Collabware, Collabware will have no obligation to retain Customer Data following 30 days after the Licence terminates. Customer will have 30 days from the date of termination of the Licence in which to request a copy of the Customer Data, which Collabware will make available to Customer in the same format maintained by Collabware.

6.5 Customer represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Customer Data as may be necessary to permit the uses contemplated under this agreement. Customer bears all responsibility and liability for the accuracy and completeness of the Customer Data and Collabware's access, possession and use of Customer Data as permitted in this agreement.

6.6 Customer acknowledges and agrees that Collabware and its affiliates may collect and use technical and related anonymous information, including technical information about Customer's and its Users' computers, systems and application software, and peripherals to facilitate the provision of software updates, product support and other services to Customer (if any) related to

the Software and Services and personally identifiable data in the form of domain usernames to verify and ensure compliance with this agreement. As part of ensuring compliance with this agreement, Collabware reserves the right to suspend or terminate Customer's use of the Software based upon Customer's domain username if Collabware's records show that Customer does not have a valid license. Collabware will dispose of domain usernames within a reasonable period of time if such domain usernames are no longer associated with a valid licence to use the Software. Collabware does not collect personally or infrastructure identifiable information except as provided for in this section.

- 6.7 Collabware may generate Usage Data based on Customer's and its Users' use and operation of the Software and Services in order to improve Collabware's products and services generally. Collabware may extract and create anonymized data from any Usage Data, provided that any such extracted data does not contain, disclose or otherwise identify the name of Customer or any User, or any Personal Information. Customer grants Collabware a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Usage Data. Collabware will exclusively own all rights, including all intellectual property rights, in and to all such extracted data and all Usage Data, and may copy, modify, create derivatives from and otherwise exploit all such data as Collabware sees fit.

## **7. Customer's Responsibilities**

- 7.1 Customer is responsible for Customer and its Users' compliance with this agreement and will access and use the Software and Services only in accordance with the Documentation and applicable laws and government regulations.
- 7.2 Customer will, at its sole expense, be solely responsible for supplying, configuring and maintaining the hardware, software and licences, telecommunication and internet equipment, connections and services necessary for providing a Supported Environment.
- 7.3 Collabware will not be responsible for, nor obligated to provide Support and Maintenance for, interruptions, errors, deficiencies or other problems with the Software or Services arising from Customer's failure to provide a Supported Environment. Collabware has no responsibility for the working of Customer's computer and telecommunications equipment and networks, any other computer equipment or software, or internet access.

## **8. Term and Termination**

- 8.1 This agreement commences on the Effective Date and will continue for 3 years, unless earlier terminated as provided in this section 8. Each Sales Order will remain in effect for the term set out in the Sales Order, unless earlier terminated in accordance with this agreement.
- 8.2 Without prejudice to any other available rights or remedies:
- (a) Customer may terminate the applicable Sales Order for any reason after 1 year.
  - (b) Customer may terminate the applicable Sales Order on 30 days' prior written notice if Collabware materially breaches this agreement or any Sales Order and does not cure that breach within that 30-day period, provided that to the extent Collabware commits a material breach of a nature that goes beyond the applicable Sales Order, Customer may terminate this agreement.
  - (c) Collabware may terminate this agreement or any Sales Order on 30 days' prior written notice if Customer materially breaches this agreement or a Sales Order and fails to cure the breach within that 30-day period.

- (d) Collabware may terminate this agreement immediately upon written notice: if Customer becomes insolvent or voluntarily or involuntarily bankrupt; if an involuntary petition in bankruptcy against Customer is not dismissed within 60 calendar days of filing; if a receiver, assignee or other liquidating officer is appointed for all or substantially all of Customer's business; if Customer makes an assignment for the benefit of creditors; if Customer elects to or otherwise dissolves; or Customer ceases to carry on its business in the normal course.
- 8.3 Without limiting section 8.2, Collabware may, in its sole discretion, suspend or terminate this agreement or any Sales Order if: (1) Customer is using the Software or Services in a manner not permitted by this agreement; (2) payment has not been made when due; or (3) Customer is using the Software or Services in violation of applicable law.
- 8.4 If this agreement terminates for any reason, then all Sales Orders will automatically terminate. If this agreement or any Sales Order terminates for any reason:
- (a) the Licence under each terminated Sales Order will immediately terminate,;
  - (b) if a terminated Licence relates to On-Premises Software then Customer will immediately (i) cease using the On-Premises Software and (ii) remove all copies of the On-Premises Software from all of Customer's systems;
  - (c) if a terminated Licence relates to Hosted Software then (i) Customer will immediately cease accessing and using the Hosted Service and Hosted Software, (ii) Collabware may immediately cease providing access to and use of the Hosted Service and Hosted Software, and (iii) Collabware will retain Customer Data for 30 days after expiry or termination, and thereafter will destroy the Customer Data without further notice to Customer;
  - (d) Customer will immediately pay all sums owing to Collabware;
  - (e) within 10 days after expiry or termination, Customer will destroy all copies of the Documentation then in Customer's possession or control; and
  - (f) sections 6.3, 6.7, 8.4, 9, 10, 11.8, 12 to 15 and 17 to 27 of this Schedule A will survive this agreement's termination or expiration.

**9. Fees and Payment**

- 9.1 Collabware will deliver invoices for and Customer will pay the Fees set out each Sales Order, and all applicable taxes, at the times and in the manner specified in the Sales Order. If a Sales Order does not specify payment terms for particular fees, Collabware will invoice those fees and taxes and all invoices are due, and Customer will pay such invoices, 30 days after the date of the invoice. Except as expressly set out otherwise in this agreement, fees are non-refundable upon payment.
- 9.2 All invoices due under this agreement will accrue interest at the rate of 1.5% per month (18% per year) from the date such invoice payment is due until the date the outstanding amount, including all accrued interest, is paid in full.
- 9.3 If full payment of any Collabware invoice is not received within the applicable payment period, Collabware may suspend all Licences and Customer's use of all Software and Services (by using the technological protection measures in the Software or Services or any other lawful means) until such amounts (and any accrued interest) are paid in full. Collabware will not exercise this

suspension right if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

- 9.4 Unless otherwise stated, Fees do not include Taxes. Customer is responsible for paying all Taxes associated with this agreement. If Collabware has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer unless Customer provides Collabware with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Collabware is solely responsible for taxes assessable against it based on its income, property and employees. If Customer is required under the laws of any applicable jurisdiction to deduct any withholding Taxes from payments to Collabware, then (i) Customer will notify Collabware before withholding such Taxes; (ii) the fees or other charges payable by Customer for the Software or services will be increased so that the actual amount received by Collabware, net of all Taxes, will be equal to the fees or other charges set forth in the applicable Sales Order and invoiced to Customer; and (iii) Customer will promptly furnish Collabware with the official receipt of payment of such taxes from the appropriate taxing authority.

**10. Proprietary Rights**

- 10.1 Collabware and its licensors own all right, title and interest (including all intellectual property rights) in and to the Software, Documentation and Services, and all copies, derivations, modifications and enhancements thereof.
- 10.2 This agreement provides Customer with a limited right to use the Software, Documentation and Services and does not convey any other rights, title or interest to Customer. Subject to the limited rights expressly granted to Customer under this agreement, Collabware reserves all rights, title and interest in and to the Software, Documentation and Services, all related documentation and all related intellectual property rights.
- 10.3 Collabware owns any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users, including suggestions relating to the operation or functionality of the Software. Customer agrees that any other material, information or other communication Customer or any of its Users transmits or posts to a Collabware website or provides to Collabware ("**Communications**") will be considered non-confidential and non-proprietary. Collabware will have no obligations with respect to the Communications and Customer agrees that title to any such Communications will be shared with Collabware. Customer agrees that Collabware and its designees are free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein, including derivative works, for any commercial or non-commercial purposes.

**11. Limited Warranties**

- 11.1 Collabware warrants that:
- (a) during the Warranty Period the On-Premises Software will perform substantially in accordance with the Documentation when used in a Supported Environment ("**Software Warranty**");
  - (b) Support and Maintenance will be performed in a manner consistent with industry standards ("**Services Warranty**"); and
  - (c) if Collabware delivers On-Premises Software on physical media, that physical media will be free from material physical defects for a period of 90 days after Delivery ("**Media Warranty**").

- 11.2 Customer will report any breach of any of the limited warranties set out above to Collabware in writing promptly after discovering it. If a Licence relates to On-Premises Software, Customer will allow Collabware reasonable remote and local access to the On-Premises Software to perform warranty support.
- 11.3 For a breach of the Software Warranty regarding On-Premises Software that Customer reports to Collabware during the Warranty Period, Collabware's sole and exclusive responsibility and Customer's sole and exclusive remedy will be for Collabware to correct or replace the defective On-Premises Software so that it performs substantially in accordance with the Documentation when used with a Supported Environment. If this is not practical in Collabware's reasonable judgment, Collabware may terminate the Licence and refund to Customer the amount actually paid to Collabware with respect to the Licence.
- 11.4 For a breach of the Services Warranty, Collabware's sole and exclusive responsibility and Customer's sole and exclusive remedy will be for Collabware to promptly re-perform the defective Service at no additional charge, or if this is not practical in Collabware's judgment, provide to Customer a refund of the amount actually paid to Collabware for such defective Service, provided that Customer has reported such breach no later than 30 days following Collabware's performance of such Service.
- 11.5 For a breach of the Media Warranty, Collabware's sole and exclusive responsibility and Customer's sole and exclusive remedy will be for Customer to return the defective media to Collabware for replacement or alternative delivery of the Software as Collabware may select.
- 11.6 The limited warranties set out in this section 11 are conditioned upon the use of the On-Premises Software and Services strictly in accordance with this agreement, the Documentation and Collabware's written instructions and on a Supported Environment. Collabware will have no obligations under this section 11 if:
- (a) the breach of the applicable limited warranty is caused by (i) abuse, misuse, alteration, neglect, accidental damage, unauthorized repair or installation of Software, Documentation or Services, (ii) Customer hardware, software, networks, or systems, or (iii) Customer's failure to use the Software, Documentation or Services in accordance with this agreement, the Documentation and Collabware's written instructions;
  - (b) errors or defects are caused by Customer or its employees, contractors or agents;
  - (c) all Fees then due to Collabware have not been paid; or
  - (d) Customer is otherwise in breach of its obligations under this agreement.
- 11.7 Collabware does not warrant that the Software, Documentation, Hosted Services or Services will meet Customer's requirements, that the Software, Documentation, Hosted Services or Services will operate in the combinations that Customer may select for use, that the operation of the Software, Documentation, Hosted Services or Services will be uninterrupted or error-free, or that any errors in the Software, Documentation, Hosted Services or Services will be corrected.
- 11.8 THIS SECTION 11 SETS FORTH COLLABWARE'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY WARRANTY CLAIM.

**12. Disclaimer**

EXCEPT AS PROVIDED FOR IN SECTION 11, THE SOFTWARE, DOCUMENTATION, HOSTED SERVICES AND SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND COLLABWARE:

- (a) DISCLAIMS ALL WARRANTIES, CONDITIONS REPRESENTATIONS AND GUARANTEES, HOWEVER ARISING, WHETHER EXPRESS OR IMPLIED, STATUTORY OR ORAL OR WRITTEN, AS TO THE SOFTWARE, DOCUMENTATION, HOSTED SERVICES OR SERVICES, INCLUDING REGARDING THE USE, SUFFICIENCY OR ACCURACY OF THE SOFTWARE, DOCUMENTATION, HOSTED SERVICES OR SERVICES;
- (b) EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT OPERATION OF THE SOFTWARE, HOSTED SERVICES OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE, HOSTED SERVICES OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SOFTWARE, HOSTED SERVICES OR SERVICES WILL OPERATE IN CONJUNCTION WITH EQUIPMENT, THIRD-PARTY SOFTWARE OR SERVICES THAT CUSTOMER MAY OBTAIN OUTSIDE THIS AGREEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COLLABWARE DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN OR LINKED TO BY THE SOFTWARE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE INSTALLATION OF OR ACCESS TO, AS APPLICABLE, AND USE OF THE SOFTWARE, HOSTED SERVICE OR SERVICES MAY AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR SERVICES.

**13. Limitation of Liability**

- 13.1 COLLABWARE'S TOTAL CUMULATIVE LIABILITY WITH RESPECT TO OR ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY) WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 13.2 IN NO EVENT WILL COLLABWARE HAVE ANY LIABILITY TO CUSTOMER FOR:
  - (a) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, ARISING FROM OR RELATED TO THIS AGREEMENT, THE SOFTWARE, THE HOSTED SERVICES OR ANY SERVICES, REGARDLESS OF WHETHER COLLABWARE HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR
  - (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, CUSTOMERS, PRODUCTION, REVENUES, PROFITS OR OPPORTUNITIES; USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; BUSINESS INTERRUPTIONS; COST OF REPLACEMENT PRODUCTS OR SERVICES; OR LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL.
- 13.3 No claim can be made against Collabware unless it is made within one year after the event giving rise to such claim.

**14. Confidentiality**

- 14.1 As used in this agreement, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Collabware's Confidential Information includes the Software, Hosted Services, Documentation and other technical information related thereto. Confidential Information of each party includes this agreement's terms and conditions, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party before its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.
- 14.2 The Receiving Party will (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees, agents, contractors and representatives who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those contained in this agreement. The Receiving Party will be responsible and liable for any breach of these obligations by any of its employees, agents, contractors and representatives. Except as required by law, neither party shall disclose the financial terms of this agreement to any third party other than its affiliates and their legal counsel and accountants without the other party's prior written consent.
- 14.3 The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of complying and providing such Confidential Information.

**15. Customer Indemnification**

Customer will also defend, indemnify and hold harmless Collabware and its affiliates and contractors, and their respective officers, directors, employees and contractors from and against all claims, actions, judgments, damages, losses, liabilities, costs or expenses (including reasonable legal fees and costs) claimed against or incurred by any of the indemnified parties in connection with any claims by a third party arising from or related to: (a) Customer's negligence, willful misconduct or fraud; (b) the possession or use in accordance with this agreement of the Customer Data; (c) Customer's use of the Software, Hosted Services or Services in a manner not authorized by this agreement; or (d) Customer's breach of this agreement.

**16. Infringement Indemnities**

- 16.1 Collabware will defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Software, Hosted Services or Services in accordance with this agreement and the Documentation infringes or misappropriates the intellectual property rights of a third party (an "**Infringement Claim**"), and will indemnify

Customer for any damages, reasonable legal fees and costs finally awarded against Customer or as finally settled by Collabware, provided that Customer (a) promptly gives Collabware written notice of the Infringement Claim; (b) gives Collabware sole control of the defense and/or settlement of the Infringement Claim; and (c) provides to Collabware all reasonable assistance, at Collabware's expense.

- 16.2 If there is an Infringement Claim, or if Collabware reasonably believes the Software, Hosted Services or Services may infringe or misappropriate a third party's intellectual property rights, Collabware may in its sole discretion and in lieu of this indemnity (i) modify the Software, Hosted Services or Services so that they no longer infringe or misappropriate, provided such modification provides substantially similar functionality, (ii) obtain a license for Customer's continued use of the Software, Hosted Services and Services in accordance with this agreement, or (iii) terminate the Licence upon written notice and refund to Customer any prepaid Software fees, on a pro-rata basis for the time the Software was used in accordance with this agreement.
- 16.3 Collabware has no obligation or liability under this section 16 if the Infringement Claim results from: (i) any use of the Software, Hosted Services or Services not in accordance with this agreement or the Documentation; (ii) a modification of the Software, Hosted Services or Services not performed by Collabware, or any modifications for non-standard features or functionality in connection with Services, Hosted Services or Software or otherwise at Customer's request, (iii) the failure to promptly install a new maintenance release or version of the Software that would have eliminated the actual or alleged infringement or misappropriation, (iv) the use or combination of the Software, Hosted Services or Services with any non-Collabware product, information, design, specification, instruction, software, data, or material where such infringement would not have arisen but for such use or combination, (v) Collabware's or its authorized representative's compliance with instructions, designs, plans or specifications furnished by or on behalf of Customer, (vi) any activities of Customer after Collabware has notified Customer that such activities may result in an Infringement Claim, (vii) Customer's negligence or intentional misconduct, or (viii) any patent infringement claim alleging infringement by Customer-specific processes or methods created by or on behalf of Customer using the Software or Hosted Services and, but for such Customer-specific method or process, the patent infringement claim would not have arisen.
- 16.4 THIS SECTION 16 SETS FORTH COLLABWARE'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

**17. Force Majeure Events**

Neither party will be considered in breach of its obligations under this agreement due to any failure to perform such obligations arising out of causes beyond that party's reasonable control (a "Force Majeure Event"), including, without limitation: acts of God; acts or omissions of any governmental authority, laws or regulations; fires, unusually severe weather, floods or other natural disasters; transportation stoppages or slowdowns or the inability to procure parts or materials; acts of terrorism, strikes or labour unrest; civil or military unrest; riots; degradation of telecommunications services; or where compliance this agreement would result in government-imposed penalty or violation of applicable law. A Force Majeure Event will not excuse Customer from paying accrued amounts due to Collabware through any available lawful means acceptable to Collabware. If a party is unable to perform for 60 consecutive days as a result of a continuing Force Majeure Event, the other party may immediately terminate this agreement upon written notice to the non-performing party.

**18. Notices**

All notices given under this agreement will be in writing and given either by nationally recognized overnight express courier (with all fees pre-paid), or registered mail (return receipt requested, postage pre-paid) or email (delivery and read receipt required) to the addresses set out on the cover page, or to such alternate address that a party has specified by notice given in accordance with this section. Notices

will be deemed to be received: (a) the third business day, if sent by registered mail, postage prepaid, return receipt requested; (b) the next business day, if sent by a nationally recognized overnight express courier ; or (d) the next business day with a receipt of confirmation, if sent by e-mail. In this paragraph, "business day" means a day that is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

#### **19. External Documents**

All external Collabware documents referred to by hyperlinks in this agreement are hereby incorporated into and form part of this agreement.

#### **20. Entire Agreement**

Customer acknowledges that it has read and understands this agreement (including its schedules and external documents referred to in section 19) and agrees to be bound by its terms and conditions. Customer acknowledges and agrees that this agreement (including its schedules and external documents referred to in section 19) are the complete agreement between the parties and that this agreement supersedes all prior agreements, oral or written and all other communications between the parties relating to the subject of this agreement. This agreement may supersede any previous rights to use the Software, including software licenses or subscriptions to use online versions of the Software.

#### **21. Government and Restricted Rights**

The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States of America Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. Use of the Software by the Government constitutes acknowledgment of Collabware's proprietary rights therein. Contractor or Manufacturer is Collabware Systems Inc., Suite 1050 – 1188 West Georgia Street, Vancouver, B.C., V6E 4A2.

#### **22. Subcontractors**

Collabware may engage subcontractors to provide or assist in providing Services, in which case Collabware remains responsible for the fulfillment of its obligations under this agreement and for the provision of the Services.

#### **23. Parties' Relationship**

The parties are independent contractors. This agreement does not and will not be construed as creating a partnership, joint venture, agency of principal and agent, or other relationship between the parties.

#### **24. Governing Law and dispute resolution**

This agreement and all related matters are governed solely by the laws of British Columbia, Canada and the applicable federal laws of Canada. The parties hereby irrevocably submit and attorn to the original and exclusive jurisdiction of the Supreme Court British Columbia sitting in Vancouver, Canada, in respect of all disputes that the parties are permitted to take to court under this agreement.

The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

#### **25. Dispute Resolution**

If there is any dispute arising out of or relating to this agreement, then the parties will use reasonable and good-faith efforts to resolve such dispute, first by a maximum period of 30 days of direct negotiation.

Any dispute arising out of or relating to this agreement that is not settled by agreement between the parties within a reasonable time will be settled exclusively by binding arbitration by a single arbitrator. The location of the arbitration will be Vancouver, Canada. The arbitration will be governed by the *Commercial Arbitration Act* (British Columbia). The arbitrator will be selected and the arbitration conducted in accordance with the British Columbia International Arbitration Rules ("**Rules**") and conducted by the British Columbia International Commercial Arbitration Centre, except that this agreement's provisions will prevail over the Rules. The parties will share equally in the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs incurred in connection with the arbitration. Depositions will not be allowed, but information may be exchanged by other means. The parties will use their commercially reasonable efforts to ensure that an arbitrator is selected promptly and that the arbitration hearing is conducted no later than 3 months after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law of British Columbia. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. Following the arbitration hearing, the arbitrator will issue an award and a separate written decision that summarizes the reasoning behind the award and the legal basis for the award.

The arbitrator cannot:

- (i) award damages excluded by the terms of this agreement;
- (ii) award damages in excess of the amount, if any, limited by the terms of this agreement; or
- (iii) require one party to pay another party's costs, fees, lawyer's fees or expenses.

The arbitrator's award will be final and binding on each party. Judgement upon the award may be entered in any court of competent jurisdiction.

The dispute resolution procedures described in this section are the sole and exclusive procedures for the resolution of any disputes that arise out of or are related to this agreement, except that a party may seek preliminary or temporary injunctive relief from a court of competent jurisdiction if, in that party's sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a party seeks judicial injunctive relief as described in this section, then the parties will continue to participate in good faith in the dispute resolution procedures described in this section. The parties agree that no court that a party petitions to grant the type of preliminary or temporary injunctive relief described in this section may award damages or resolve the dispute.

## 26. Usage Verification

Collabware reserves the right to conduct an audit of Customer's records and operations related to the Software solely for purposes of ensuring Customer's compliance with this agreement. Any audit will be conducted at a mutually agreed upon date and time during Customer's standard business hours. If Collabware discovers through the results of an audit or through any other means that Customer owes Collabware Fees, then Customer will pay Collabware the additional Fees at the then-current list Fees rates. If an audit determines that Customer owes Collabware Fees in an amount exceeding 5% of the Fees paid during the current year of the Term, then Customer will reimburse Collabware for the reasonable fees associated with the performance of the audit.

## 27. General Provisions

- 27.1 Waiver. No waiver of any of the provisions of this agreement will be deemed to constitute a waiver of any other provision nor will such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound.
- 27.2 Precedence. Any conflict between the terms of this agreement and any Sales Order will be resolved in favour of this agreement's terms unless both parties agree otherwise in writing. By

way of clarity, all standard terms contained in any Customer purchase order or other form will be overridden by this agreement's terms and conditions and will have no force or effect.

- 27.3 Export Laws. Customer will comply with all import/export control or similar laws and regulations with respect to use of the Software, Hosted Services, Services, Documentation, or technical data.
- 27.4 Translation. Any translation of this agreement is done for local requirements and if there is a dispute or conflict between the English and any non-English versions, the English version of this agreement will govern.
- 27.5 Severability. If any term of this agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable or, to the extent it cannot be made enforceable will be deleted, and the remaining portions of this agreement will remain in full force and effect.
- 27.6 Headings. The headings appearing at the beginning of the sections contained in this agreement have been inserted for identification and reference purposes only and will not be used in the construction and interpretation of this agreement.
- 27.7 Assignment. Neither this agreement nor any rights under it may be assigned, transferred, shared or delegated by Customer without Collabware's prior written consent.
- 27.8 Amendment. This agreement may not be modified or altered except by written instrument duly executed by both parties.
- 27.9 Persons Bound. This agreement is binding upon and enures to the benefit of the parties and their respective lawful successors and permitted assigns.
- 27.10 Counterparts. This agreement may be signed in counterparts, each of which when taken together forms one signed agreement.

[End of Schedule A]

**SCHEDULE B  
DEFINITIONS**

In this Enterprise Licence Agreement the following terms have the following meanings:

<b><i>Customer Data</i></b>	any data, information or material (including Personal Data) that Customer or any User processes, stores, or transmits using the Hosted Services
<b><i>Delivery</i></b>	the date that Collabware delivers On-Premises Software to Customer under Schedule A, section 2
<b><i>Documentation</i></b>	the user guides and documentation for the Software accessible at <a href="http://support.collabware.com">http://support.collabware.com</a> , as updated from time to time
<b><i>Fees</i></b>	the licence, maintenance and other fees set out in a Sales Order
<b><i>Hosted Services</i></b>	the hosted software services through which Collabware makes the Hosted Software and Documentation available for access and use by Customer and its Users via internet access
<b><i>Hosted Software</i></b>	Software identified in a Sales Order that is hosted by Collabware and made available for access and use by Customer
<b><i>Licence</i></b>	the licence regarding Software described in Schedule A, section 1
<b><i>Licence Term</i></b>	the term of the Licence for particular Software as specified in the applicable Sales Order
<b><i>Maintenance Term</i></b>	the term for which Customer has subscribed to Collabware's standard software maintenance services, as specified in the applicable Sales Order
<b><i>On-Premises Software</i></b>	Software identified in a Sales Order that is to be installed on Customer's computer systems
<b><i>Personal Data</i></b>	any information or data relating to an identified or identifiable natural person
<b><i>Services</i></b>	any services provided by Collabware under this agreement, including: <ul style="list-style-type: none"> <li>(a) Support and Maintenance; and</li> <li>(b) any remote installation assistance, training or additional consulting services described and priced on the Sales Order.</li> </ul>
<b><i>Software</i></b>	the computer programs listed on a Sales Order, including any updates, enhancements, and modifications provided by Collabware from time to time
<b><i>Support and Maintenance</i></b>	means support and maintenance services as set out in Schedule A, section 5

<b><i>Supported Environment</i></b>	<p>hardware and an operating system platforms that meet or exceed Collabware's recommended specifications from time to time (which specifications are available upon request)</p> <p>the hardware and operating system platform and internet connections that meet or exceed Collabware's recommended specifications from time to time for the Hosted Services and Software, as set out in the Documentation</p>
<b><i>Taxes</i></b>	any taxes, levies, duties or similar governmental assessments of any nature, including to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction
<b><i>Usage Data</i></b>	data or information generated by Collabware with respect to Customer's and its Users' use and operation, of the Software and Services, but for greater certainty, excludes any Customer Data
<b><i>Users</i></b>	Customer's employees and contractors that are authorized by Customer to access and use the Hosted Services and Hosted Software under the Licence acquired under a Sales Order
<b><i>Warranty Period</i></b>	for On-Premises Software, a period of 30 days after Delivery

[End of Schedule B]

**SCHEDULE C  
SERVICE LEVELS FOR HOSTED SOFTWARE**

**DEFINITIONS**

The following terms have the following meanings with respect to Service Levels for Hosted Software:

- External Service**                      any software used by Collabware in connection with Collabware Hosted Software provided and administered by a third-party. External Services include, but are not limited to, hosting providers
  
- Unavailable**                            any Hosted Software licensed to Customer pursuant to the applicable Sales Order will be considered unavailable for the purposes of this SLA if the Customer and authorized users are unable to log in, ingest content or perform a search on their content
  
- Monthly Uptime Percentage**        is calculated by subtracting from 100% the percentage of minutes during the month in which Collabware Hosted Software was in a state of "Unavailable". Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion set forth below
  
- Planned Downtime**                    any instance where Collabware intentionally causes the Hosted Software to be Unavailable, provided that (i) such instance is done for purpose of reasonably updating, upgrading or maintaining the Hosted Software or its underlying infrastructure; (ii) such instance occurs outside of normal business hours (8 am – 6 pm Pacific Time Monday through Friday, Collabware holidays excluded); and (iii) in each such instance, Collabware uses all reasonable efforts to provide notice to Customer at least 24 hours in advance
  
- Service Credit**                         a dollar credit, calculated as set forth below, that Collabware may credit back to Customer

**UPTIME SERVICE LEVEL AGREEMENT (SLA)**

Collabware will use commercially reasonable efforts to make its Hosted Software available with a Monthly Uptime Percentage of at least 99.9% during each month of usage. In the event that Collabware does not meet this Service Level, Customer is eligible to receive a Service Credit.

**SERVICE CREDITS**

Service Credits are calculated as a percentage of the charges paid by you for the month in which the unavailability occurred in accordance with the schedule below:

<b>Monthly Uptime Percentage</b>	<b>Service Credit</b>
Below 99.9% but above 98.0%	Seven days of Service credited to Customer's account
Below 98.0% but above 95.0%	Fourteen days of Service credited to Customer's account
Below 95.0%	Thirty days of Service credited to Customer's account

Collabware will apply Service Credits against future payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Collabware. Unless otherwise provided in another agreement, your sole and exclusive remedy for any unavailability for Collabware Hosted Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this Service Level.

#### **SERVICE CREDIT EXCLUSIONS**

Service Credits will not be awarded in the event of any of the following:

- Unavailability attributable to an External Service outside of Collabware's reasonable control
- Unavailability attributable to Customer's equipment, software or network
- Planned Downtime
- Unavailability caused by the actions of Customer, unless that action was undertaken at the express direction of Collabware or Collabware employees
- Unavailability attributable to general Internet services
- Unavailability caused by force majeure circumstances (fires, floods, acts of government, civil unrest, denial of service attacks, etc.)

#### **SERVICE CREDIT REQUEST**

To receive a Service Credit, submit a claim by emailing [accounting@collabware.com](mailto:accounting@collabware.com). To be eligible, the Service Credit request must be received by Collabware by the end of the month after which the incident occurred and must include:

- SLA Credit Request in the email subject line;
- the dates and times of each incident of Unavailability you are claiming.

If the Monthly Uptime Percentage of the request is confirmed by us and is less than the Service Level Agreement, Collabware will issue the Service Credit to Customer in the next billing cycle.

[End of Schedule C]

**SCHEDULE D  
SUPPORT AND MAINTENANCE TERMS**

Collabware Support and Maintenance is provided to a Customer who either (a) has an active Subscription for a Collabware product; or (b) has an active Subscription to Collabware Support and Maintenance Program.

**DEFINITIONS**

<b><i>Current Product</i></b>	Collabware software products which have not been discontinued by Collabware, and for which Collabware offers support and maintenance services. A Current Product may become an End of Life Product at Collabware’s sole discretion.
<b><i>Customer Contact</i></b>	individual designated by Customer to contact Collabware support
<b><i>End of Life Product</i></b>	Collabware software products which have been discontinued by Collabware, and for which Collabware no longer offers support and maintenance services
<b><i>Service Credit</i></b>	a dollar credit, calculated as set forth below, that Collabware may credit back to Customer
<b><i>Unmodified Software</i></b>	means no source code or direct database changes have been applied by Customer or third party

**UNLIMITED SUPPORT**

The Collabware Support team is available to help Customer whether it’s a quick question, help with installation or help troubleshooting a complex issue. There is no set maximum to the number of support tickets that a Customer can submit on an annual basis.

Support and Maintenance provides the Customer with:

- **Collabware Help Center Self-Service.** The Help Center provides access to self-service resources including Collabware product downloads, installation guides, training guides, user manuals, technical documentation, answers to frequently asked questions, and knowledge base articles.
- **Software Updates.** Collabware Support and Maintenance includes updates to Collabware software products.
- **Technical Support.** Provides support for troubleshooting errors, access issues, and environmental questions. Technical support does not extend to technical issues solely with customer computer systems, servers, and devices, or any software other than Collabware’s. Support is also not provided for networks, communications, or devices not owned, controlled or managed by Collabware that are used to access our software, or for recovery of lost data due to user error. For on-premises Customers, the installation of system requirements is required prior to our team supporting your organization in the installation of Collabware software.

The Support team may refer customers who require educational- or services-based information that extend beyond basic how-to questions to their Collabware Customer Success Account Manager.

## SUPPORT AND MAINTENANCE LIMITATIONS

- **Support and Maintenance on Current Products Only.** Support and maintenance are provided for current software products only. Any Collabware software products that have been designated as an End of Life Product are excluded.
- **Unsupported Software.** Support is limited to unmodified Collabware software. Sample applications that may ship with each product are provided for demonstration purposes and are considered unsupported.
- **Unsupported Customizations.** Any customizations made by third parties are unsupported.
- **Guided Installations and Software Upgrades.** Guided installations and guided upgrades are not covered under Support and Maintenance. A separate professional services package may be purchased through the Collabware Customer Success Account Manager.
- **Collabware Software and Maintenance Program Changes.** The terms and conditions of the Support and Maintenance Program are subject to change by Collabware with thirty (30) days written notice.

## SUBMITTING A SUPPORT TICKET

A designated Customer Contact may submit support tickets through:

- (a) **Collabware Help Center** <http://support.collabware.com>: Customer should include as much information as possible in the support ticket. Support tickets submitting through the Help Center outside of Collabware normal hours of operation are assigned to a Collabware Support Team Member the following business day.
- (b) **Email** [support@collabware.com](mailto:support@collabware.com): Customer Contact should include as much information as possible in the email. Support tickets through email outside of Collabware normal hours of operation are assigned to a Collabware Support Team Member the following business day.
- (c) **Telephone:** Customer Contact(s) may submit a support ticket by calling and selecting Support when prompted. A Collabware Support Team Member will create a support ticket on behalf of the Customer. Customer should be prepared to provide as much information as possible during the call. Voice messages received outside of Collabware normal hours of operation are assigned to a Collabware Team Member the following business day.

## SEVERITY DEFINITIONS AND TARGETS

The severity of the problem determines the speed and method of our response when you submit a support ticket. The following chart includes Collabware severity definitions and target response & resolution times. Times listed are based on Collabware normal hours of operation: Monday through Friday 6 AM to 6 PM Pacific time excluding Collabware Holidays. Support tickets that are submitted outside of Collabware normal hours of operation will be reviewed the following Collabware business day.

A Customer may select the severity of the support request when submitting the online support form; or may specify severity if submitting support ticket via email. Collabware reserves the right to adjust the severity level of any support ticket at any time.

Severity	Definition	Initial Response Time	Resolution Time	Service Level Target
HIGH (Severity 1)	Error or service disruption is affecting time-critical applications with production work at a standstill. Urgent Severity also covers customer data-exposing security vulnerabilities.  The system is substantially unusable, and no known workaround is currently available.	Within 2 business hours	Within 3 business days	90%
MEDIUM (Severity 2)	System is significantly impaired by an error or service disruption such that key business processes cannot be conducted.  A workaround is available.	Within 4 business hours	Within 5 business days	90%
LOW (Severity 3)	System does not function as specified in its documentation, however key business processes are not affected and there is little or no impact on the ability to use the system for production purposes. Includes issues encountered in non-production environments, feature requests, general questions, and documentation issues.	Within 8 business hours	Within 10 business days	90%

The **initial response time** is the time taken between you creating your support ticket and our Support team starting to work on the ticket. This may take the form of:

- Alerting you that the support team has received your ticket; or
- A request from the support team for further information.

The **target resolution time** is the time taken between you creating your support ticket and our Support team having resolved the ticket. A support ticket is considered resolved when at least one of the following conditions are met:

- A clear answer has been delivered to customer that resolves the issue;
- A feature request or bug has been logged; or
- Customer has not responded to Collabware Support team member on a Pending ticket for more than 3 business days.

Collabware will use commercially reasonable efforts to provide corrections or workaround solutions for any problem or issue reported and determined to be in the Software or the documentation. While it is Collabware's goal to provide an acceptable resolution for reported issues, Collabware cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved or addressed.

**SUPPORT SERVICE LEVEL AGREEMENT (SLA)**

Collabware will use commercially reasonable efforts to respond and resolve support tickets at a minimum of 90% during each month of usage. If Collabware does not meet this Service Level, Customer is eligible to receive a Service Credit.

Only support tickets where the root cause of the issue is determined to be a Collabware core functionality in a Customer’s production environment will be factored into the **Service Level Target** calculation. Any support tickets where the root cause is determined to be Microsoft or other third-party software or unsupported Collabware product configuration; and support tickets pertaining to a Customer’s non-production environment will not be factored into the Service Level Target calculation.

**SERVICE CREDITS**

Service Credits are calculated as a percentage of the charges paid by you for the month in which the minimum support ticket service level target is not met in accordance with the schedule below:

<b>Support Service Level Percentage</b>	<b>Service Credit</b>
Below 90% but above 88%	Seven days of Service credited to Customer’s account
Below 88% but above 85.0%	Fourteen days of Service credited to Customer’s account
Below 85.0%	Thirty days of Service credit to Customer’s account

Collabware will apply Service Credits against future payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Collabware. Unless otherwise provided in another agreement, your sole and exclusive remedy for is the receipt of a Service Credit (if eligible) in accordance with the terms of this Service Level.

**SERVICE CREDIT REQUEST**

To receive a Service Credit, submit a claim by emailing [accounting@collabware.com](mailto:accounting@collabware.com). To be eligible, the Service Credit request must be received by Collabware by the end of the month after which the support service level target was not met and must include:

- o SLA Credit Request in the email subject line;
- o the dates and times of each incident you are claiming.

If the details of the service credit request is confirmed by us and is less than the service level target, Collabware will issue the Service Credit to Customer in the next billing cycle.

**CUSTOMER RESPONSIBILITIES**

Customer is responsible for designating Customer Contact(s) for all direct support-related communications with Collabware. The Customer Contact(s) must have the technical knowledge regarding Collabware software, any other software or hardware systems involved, and the facts and circumstances surrounding the Issue.

Customer is responsible for preparing and providing as much information as possible when contacting Collabware Support. Information includes:

- The phone number and email address where Customer Contact can be reached
- Software versions for Collabware software, Microsoft SharePoint, Operating System, Database
- Description of the steps leading up to when the reported issue occurred
- Exact wording or screenshot of any error messages
- Log files when applicable
- Steps taken in an attempt to resolve the issue

Collabware will not be responsible for, nor obligated to provide Support and Maintenance for, interruptions, errors, deficiencies or other problems arising from Customer's failure to provide a supported environment. Collabware has no responsibility for the working of Customer's computer and telecommunications equipment and networks, any other computer equipment or software, or internet access.

Collabware shall not be responsible for providing Maintenance and Support, Updates or any other maintenance and support to the extent that Issues arise because Customer (i) misuses, improperly uses, misconfigures, alters or damages the Software; (ii) uses the Software with any hardware or software not recommended by Collabware; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the Enterprise License Agreement.

[End of Schedule D]



Suite 400 – 1 Mifflin Place, Cambridge, MA 02138

**SALES ORDER #1**

**City of Sammamish**

801 228th Ave. SE  
Sammamish, WA 98075

**Order Date** July 13, 2020  
**Start Date** August 1, 2020  
**Sales Contact** Brian Rayburn  
**Sales Email** [brayburn@collabware.com](mailto:brayburn@collabware.com)

Contact Name: Tammy Mueller

Contact Email: [tmueller@sammamish.us](mailto:tmueller@sammamish.us)

Item	Description	Quantity	Price	Amount
GXYEN2COMP	CollabSpace Enterprise (E2) Edition Compute Segment for Enterprise Consumption Licensing	24	\$1,000.00	\$24,000.00
			<b>Total</b>	<b>\$24,000.00</b>

**Notes:**

- Prices shown are in USD and do not include applicable taxes
- Billing is annual based on consumption minimum outlined above
- Consumption overages billed monthly
- Compute Segment pricing fixed for Agreement term

The parties hereby expressly acknowledge and agree that if Customer issues any purchase order or similar document (whether issued prior to or following Customer's execution of this Sales Order) in connection with the purchase of Collabware software, it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms that may be set forth in such documents (all of which are hereby deemed rejected and extraneous to this Agreement), and Collabware's performance shall not amount to an acceptance by conduct of any terms set out or referred to in any such purchase order or similar document.

Customer agrees, as indicated below, that either (i) Customer will issue a purchase order for the purchase of Collabware software described on this Sales Order upon execution of (ii) this Sales Order will serve as Customer's purchase order and no separately issues purchase order will be required.

Check this box if Customer will issue a purchase order.

Check this box if Customer will NOT issue a purchase order.

**AGREED:**

**COLLABWARE SYSTEMS INC.**

**City of Sammamish**

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Print name of authorized signatory

\_\_\_\_\_  
Print name of authorized signatory

\_\_\_\_\_  
Title of authorized signatory

\_\_\_\_\_  
Title of authorized signatory



**COLLABWARE SYSTEMS INC.  
MASTER SERVICES AGREEMENT**

This Master Services Agreement ("**Agreement**") is dated for reference as **August 1, 2020** and is entered into between Collabware Corporation having a place of business at One Mifflin Place Suite 400 Cambridge, MA 02138 ("**Collabware**"), and the **City of Sammamish** having a place of business at **801 228<sup>th</sup> Ave SE, Sammamish, WA 98075** ("**Customer**").

Customer desires to retain Collabware to perform Services from time to time in accordance with the terms and conditions of this Agreement.

**1.00 DEFINITIONS**

**"Business Module"** means a unique Third Party Software configuration model including unique tables, forms, lists, agents or reports designed to be utilized by the Customer.

**"Collabware Software"** means Collabware's proprietary software that Collabware has licensed to Customer under a separate license agreement.

**"Work Product"** means all tangible and intangible work product, and all intellectual or industrial property rights or other proprietary rights therein (including patents, industrial designs, trade-marks, and copyrights), developed during or derived from the performance of the Professional Services, including without limitation any ideas, concepts, know-how, techniques, invention, original works of authorship, software including all language codes, discoveries, improvements or any similar notion, as well as any existing intellectual property rights of Collabware including patents, industrial design, trade-marks, and copyrights.

**"Third Party Software"** means the software provided under license by a third party which is to be customized or integrated by Collabware.

**"Statement of Work"** means a written statement of work signed by the parties' authorized representatives setting out the material terms for a particular project, including the list of services and the responsibilities of the parties in the performance of the various project tasks. A sample form of Statement of Work is attached as Schedule A.

**"Services"** means the system consulting, software customization or development, system engineering, integration, and training services relative to the Third Party Software and Business Module to be performed by Collabware as described in, and Collabware's delivery of any deliverables set out in, a Statement of Work.

**"Software"** means the Business Module and the Third Party Software.

**"Product"** means the software application and / or other deliverables described in a Statement of Work (see Deliverable section).



## **2.00 PROFESSIONAL SERVICES**

- 2.01** Subject to section 2.03, Customer hereby retains Collabware, and Collabware hereby agrees, to perform the Services upon terms and conditions contained in this Agreement and in accordance with the applicable Statement of Work. This Agreement shall commence on the date in this Agreement and shall remain in effect for an indefinite time until terminated in accordance with section 9.00.
- 2.02** Where there is an inconsistency between this Agreement and those of a Statement of Work, the terms and conditions of this Agreement will govern except to the extent that the parties expressly agree otherwise in writing as part of the Statement of Work. Each new Statement of Work will be deemed to be in addition to any existing Statements of Work unless the new Statement of Work expressly references and amends an existing Statement of Work. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of whether Collabware objects to such terms, provisions, or conditions.
- 2.03** Customer acknowledges and agrees that Collabware's provision of the Services may depend on matters solely within Customer's control, and that Collabware will not bear any liability or otherwise be responsible for any delays or variations in the provision of the Services caused by any such matter. If Collabware is prevented or delayed from performing the Services in the manner and at the time set out in the Description of Services by reason of any act or omission of the Customer, the project schedule shall be amended forthwith, and after a 90 day period, the Customer will pay to Collabware all reasonable costs and charges sustained or incurred by Collabware (at Collabware's then-current per diem rates) for additional time and materials expended by Collabware as a result of such delay.
- 2.04** Collabware may provide the Services directly or through one or more affiliates, subcontractors or third-party providers or suppliers. Subject to this Agreement Collabware remains wholly responsible and liable for the acts or omissions of those affiliates, subcontractors or third-party providers or suppliers.
- 2.05** Collabware is not providing the Services to the Customer on an exclusive basis. Subject to Collabware's compliance with section 7.00 (Confidentiality), nothing in this Agreement will prevent, restrict or limit Collabware from providing any services or products (whether similar or identical to those offered under this Agreement or otherwise) to any third party.

## **3.00 OWNERSHIP**

- 3.01** All Collabware Software remains the sole property of Collabware or its licensors. The Customer acknowledges and agrees that all Work Product created, developed, embodied in or in connection with the Services provided pursuant to this Agreement shall be and is the sole property of Collabware, except to the extent that copyrighted material is provided by the Customer and described in Schedule A (and the Customer hereby grants Collabware a non-exclusive, royalty-free, perpetual license to use such material to the extent necessary to perform the Services). The Customer shall not during or at any time after the completion, expiry or termination of this



Agreement in any way question or dispute the ownership by Collabware of the Collabware Software or the Work Product.

**3.02** The parties agree that in the event either party modifies or adapts the deliverables or Software in any way, clause 3.1 of this Agreement will be applicable to all modified or adapted deliverables or Software.

**3.03** The Customer acknowledges:

(a) that Collabware may use certain Collabware Software including software libraries and development tools proprietary to Collabware to create the Product; and

(b) the Customer does not obtain proprietary or intellectual property right in such Collabware Software beyond the license granted pursuant to this Agreement; and

**3.04** Without limiting the generality of the foregoing, the Customer acknowledges that general knowledge, know-how, skills, subject-matter expertise and experience gained by Collabware prior to or during Collabware's retainer by the Customer (including general techniques in relation to developing scalable Internet databases, and methods not protected by intellectual property rights and in the creation of which no Confidential Information of the Customer was used) may be used by Collabware at any time prior to, during or subsequent to its retainer.

#### **4.00 CHARGES AND PAYMENT**

**4.01** The charges applicable to the professional services are as indicated in the Payment Schedule attached as Schedule A. The Customer shall pay all applicable sales, use and excise taxes, and any other assessments in the nature of taxes however designated on or resulting from this Agreement, exclusive of taxes based on the net income of Collabware.

**4.02** Collabware will invoice the Customer in accordance with the provisions of Schedule A. Unless otherwise indicated Collabware invoices will be due and payable, without deduction or setoff, on the date specified in the invoice or, if not payment date is specified, within 30 days after the invoice delivery date. Overdue invoices shall bear interest at 1.5 percent per month, calculated and compounded monthly (18% per annum), calculated from the date payment was due until the date that payment for all outstanding amounts (including accrued interest) is paid in full.

#### **5.00 ACCESS TO SYSTEM**

**5.01** Subject to Customer's reasonable security requirements, Collabware or its designated representative shall have 24 hour access to the Customer's system to enable Collabware or its designated representative to perform the Services. The Customer shall provide, at no cost to Collabware:

(a) sufficient space required by Collabware to perform the Services hereunder;

(b) office supplies and services such as photocopying, facsimile and telephone (excepting long distance voice automation);



- (c) access to a telephone circuit by-passing all internal telecommunications equipment of the Customer, at any hour of the day, in order to facilitate the performance of the Services, including the remote diagnosis and correction of programming errors in the Business Module.

The Customer shall bear the agreed upon cost, including all out-of-pocket expenses, associated in providing the above items.

## **6.00 WARRANTY**

**6.01 Limited Warranty of Services** - Collabware warrants that all services shall be performed in full conformity with the Agreement, with the skill and care which would be exercised by those who perform similar services at the time the services are performed, and in accordance with accepted industry practice. In the event of a breach of this limited warranty, Collabware shall, at no cost to Customer, re-perform or perform the services so that the services conform to this warranty, provided that Customer has reported the breach no later than 30 days after Collabware's performance of the relevant services. The previous sentence sets out Collabware's sole liability and Customer's sole remedy with respect to any warranty claim under this section 6.01.

**6.02 Mutual Representations and Warranties.** Each party hereby represents and warrants to the other that:

- (a) it has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement;
- (b) this Agreement constitutes a valid and binding obligation on it enforceable against it in accordance with its terms; and
- (c) neither the execution nor the delivery of this Agreement by it, nor compliance with nor performance of this Agreement (i) conflicts with, or will conflict with, or results or will result in, any breach of, or constitute a default under any of the provisions of any material agreement or instrument to which it is a party, or (ii) will result in the contravention of any applicable law.

**6.03 NO OTHER WARRANTIES:** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLLABWARE AND ITS SUPPLIERS MAKE NO AND DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF DURABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES, WITH REGARD TO THE SERVICES.

**6.04 NO LIABILITY FOR CONSEQUENTIAL DAMAGES:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COLLABWARE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR FOR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, ARISING FROM OR RELATED TO THE SERVICES, THE SOFTWARE OR THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CAUSED BY COLLABWARE'S NEGLIGENCE OR EVEN IF COLLABWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



- 6.05 LIMITS ON LIABILITY:** NOTWITHSTANDING ANY OTHER WORDING IN THIS AGREEMENT, ANY DAMAGES THAT COLLABWARE IS OR MAY BE REQUIRED TO PAY FOR ANY REASON UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR THE SOFTWARE AND MODIFICATIONS THERETO, THEN COLLABWARE'S AGGREGATE LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE CHARGES ASSOCIATED WITH THE PROVISION OF SUCH SOFTWARE OR SERVICES UNDER THIS AGREEMENT DURING THE CALENDAR YEAR IN WHICH THE CAUSE OF ACTION ARISES. ALL CAUSES OF ACTION AGAINST SAFE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL EXPIRE UNLESS BROUGHT WITHIN 1 YEAR AFTER THE FIRST DATE OF PERFORMANCE OR BREACH WHICH IN WHOLE OR IN PART GIVES RISE TO THE CLAIM.
- 7.00 CONFIDENTIALITY**
- 7.01 "Trade Secret"** means any information, in any format or medium and whether or not identified as confidential, including hardware configurations and third party software design and customization identified or reasonably identifiable as confidential and proprietary information of Customer or Collabware which: (a) derives economic value, actual or potential, from not being generally known to other persons who might obtain economic value from its disclosure or use including computer software; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- 7.02 "Confidential Information"** means any information, in any format or medium and whether or not identified as confidential, including hardware configuration and third party software design and customization identified or reasonably identifiable as confidential and proprietary information of the Customer or Collabware concerning such party's business interests not generally available to third parties including: (a) production processes, business plans and other materials or information relating to the business of such party; (b) portions of computer software (in source and executable code) and related documentation which does not obtain trade secret status in any media including all modifications, enhancements and versions and all options available with respect thereto; and information defined herein as a Trade Secret but which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law. The Business Module shall be deemed to be Collabware Confidential Information.
- 7.03** Trade Secret and Confidential Information shall not include any information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient party or is rightfully acquired by the recipient party from a third party who is not in breach of an agreement to keep such information confidential.
- 7.04** Customer acknowledges that Collabware may be and could be providing Services for businesses other than Customer including, without limitation, other companies in the same industry as the Customer. This Agreement shall not prohibit Collabware from representing or performing Services for such other businesses.
- 7.05** Each party acknowledges that it will receive Trade Secret and Confidential Information from the other party in the course of Collabware performing the Services. Each party agrees to: (i) take commercially reasonable precautions to maintain the secrecy of the other party's Trade Secret and Confidential Information; (ii) not to use the other party's Trade Secret and Confidential Information except to perform its obligations or exercise its rights under this Agreement; and (iii) not to disclose



the other party's Trade Secret and Confidential Information to anyone outside Collabware or Customer.

**8.00 CHANGE OF SCOPE**

**8.01** At any time during the term of this Agreement, should Customer desire Collabware to provide any additional services in the form of a modification of or, a change to a Statement of Work, Collabware and Customer shall comply with the following:

- (a) Customer will provide any request for a change to the Statement of Work, including any amendment, enhancement or addition to or deletion from the Services ("**Change Request**");
- (b) Collabware will respond in writing to all Change Requests setting out Collabware's personnel and resources necessary to satisfy the Change Request and the impact, if any, on the completion date and changes in costs;
- (c) To implement the Change Request the Customer shall authorize Collabware to perform the Change Request by returning a signed copy of the Change Request to Collabware and Collabware will commence to provide the services in accordance with such Change Request;
- (d) No Change Request is binding, and Collabware shall not be obligated to perform any additional Services set out in a Change Request, until approved in writing by both; and
- (e) Each Change Request authorized in writing by Customer and agreed to by Collabware shall be deemed incorporated into this Agreement and each such Change Request shall constitute a formal change to this Agreement as agreed in each authorized Change Request. In no event shall a Statement of Work be deemed altered, amended, enhanced or otherwise modified except in accordance with this Section 8.

**9.00 TERMINATION**

**9.01** Collabware will notify Customer in writing of its intent to terminate this Agreement if the Customer commits a material breach of any of the terms of this Agreement. If Collabware notifies Customer of its intent to terminate this Agreement, Customer shall have fifteen (15) business days in which to cure the breach of this Agreement. If Customer fails to cure such breach within fifteen (15) days, this Agreement will automatically terminate. Without limiting the generality of the foregoing, non-payment of any amounts when due is deemed to be a material breach of this agreement.

**9.02** Collabware may terminate this Agreement immediately upon written notice if the Customer becomes insolvent, commits an act of bankruptcy or makes an assignment for the benefit of creditors, or if a receiver or receiver-manager is appointed for it or any of its assets, or if any proceeding in bankruptcy, receivership, winding-up, or liquidation is initiated in respect of it, or if it ceases to do business in the ordinary course.

**9.03** Either party may terminate this Agreement at its option on 90 days' written notice to the other party.



- 9.04** Upon this Agreement's termination for any reason, Customer will immediately:
- (a) pay to Collabware all fees and taxes owing under this Agreement that have been earned up to the termination date; and
  - (b) pay to Collabware all of Collabware's reasonable out-of-pocket expenses that Collabware incurs or will incur, including costs relating to terminating the project early and costs under its contractual relationships with third parties, because of the termination.

**9.05 Suspension of Obligations.** If either party should default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, but this Section shall not permit the Customer to suspend its obligation to make payments accruing due and payable in respect of the Services.

**10.00 NON-SOLICITATION CLAUSE**

**10.01** During the term of this Agreement, and for a period of 1 year thereafter, in order to enable Collabware to maintain a stable workforce and to operate its business, neither the Customer nor any of the Customer's employees or contractors will solicit or encourage any of Collabware's employees or contractors to work elsewhere. The Customer acknowledges that Collabware's damages resulting from any breach of this clause would be impracticable and extremely difficult to fix in an actual amount. Therefore, in the event that the Customer violates this clause, the Customer shall immediately pay Collabware an amount equal to CDN \$50,000 as liquidated damages and not a penalty. This liquidated damages amount is based on the projected costs Collabware would incur to identify, recruit, hire and train a replacement for such personnel.

**11.00 GENERAL**

**11.01 Force Majeure.** Neither party shall be considered in breach of its obligations under this Agreement due to any failure to perform such obligations arising out of causes beyond the reasonable control, and without the fault or negligence, of such party. Such causes shall include, without limitation: acts of God; acts or omissions of any governmental authority, laws or regulations; fires, unusually severe weather, floods or other natural disasters; transportation stoppages or slowdowns or the inability to procure parts or materials; acts of terrorism, strikes or labor unrest; civil or military unrest; riots; degradation of telecommunications services; or where compliance with this Agreement would result in government imposed penalty or violation of applicable law. This paragraph will not excuse the Customer from the prompt payment of any fee or other payment due to Collabware under this Agreement for Services already rendered.

**11.02 Complete Agreement.** This is the complete and exclusive statement of the Agreement between the parties with respect to the subject matter contained herein and supersedes and merges all prior representations, proposals, understandings and all other agreements, oral or written, express or implied, between the parties relating to the matters contained herein.



- 11.03 Amendment.** This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- 11.04 Notices.** All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing to the address set out on this Agreement's cover page or to such other address as either party may designate by written notice. Notice shall be deemed given as of the third day following: (i) the day the notice is faxed, providing hardcopy acknowledgment of successful faxed notice transmission is retained; or (ii) the day the notice is deposited in the mail, postage pre-paid, certified or registered with return receipt requested.
- 11.05 Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the Commonwealth of Massachusetts. All disputes arising out of it shall be referred solely to a court of competent jurisdiction in Massachusetts. This agreement specifically excludes the provisions of the U.N. Convention on Contracts for the International Sale of Goods.
- 11.06 Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound.
- 11.07 Conflicting Terms.** Any conflict between the terms of this Agreement and any purchase order, sales order or other pre-printed terms shall be resolved in favor of the terms of this Agreement unless both parties agree otherwise in writing. By way of clarity, all standard terms contained on any Customer purchase order or other form shall be overridden by the terms and conditions of this Agreement.
- 11.08 Severability.** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified or severed to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
- 11.09 Headings.** The headings appearing at the beginning of the sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
- 11.10 Persons Bound.** This Agreement is binding upon and enures to the benefit of the successors to and permitted assigns of the parties.
- 11.11 Relationship of Parties.** The parties are independent contractors and this Agreement does not create any partnership, joint venture, employer/employee, principal/agent or any other relationship between Collabware and the Customer. The parties acknowledge and agree that neither party is granted any right or authority to assume, create or enter into any contracts, agreements, employment relationships, obligations or responsibilities, express or implied, on behalf of or in the name of the other party without express prior written authorization.
- 11.12 Assignment.** Neither party may assign any of its obligations under this Agreement without the other party's prior written consent, which will not be withheld unreasonably.



**11.13 Counterparts.** This Agreement may be signed in counterparts, each of which when taken together forms one signed Agreement.

**11.14 Survival.** Parts 3 (provided that this Agreement is not terminated due to the default of the Customer), 4, 6, 7, and 10 survive the termination or expiration of this Agreement.



IN WITNESS WHEREOF the parties have signed this Agreement, through their respective officers, duly authorized on the date indicated below.

**Collabware** by its authorized signatory:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**City of Sammamish** by its authorized signatory:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



**SCHEDULE A  
STATEMENT OF WORK**

## Statement of Work: City of Sammamish [001]

### Collabware Implementation Services

	<b>Between</b>	
<b>Collabware Systems Inc.</b>	<b>And</b>	<b>Customer: City of Sammamish</b>
1050 – 1188 West Georgia Street		Address: 801 228th Ave SE
Vancouver, BC V6E 4A2		City, State/Prov, Zip/Postal Code: Sammamish, WA, 98075
Phone: (778) 724-1812		Contact Name: Tammy Mueller
		Contact Phone: 425-295-0514
		Contact Email: tmueller@sammamish.us
		Customer MSA Number: City of Sammamish 001
		Customer MSA-SOW Number: 001

**This Statement of Work describes the Services to be provided by Collabware Systems Inc. (“Collabware”) and procured by the entity designated as “City of Sammamish” above (“Customer”) as of August, 1, 2020 (this “SOW”).**

**I. Customer Agreement.** This SOW is subject to the terms and conditions of the Enterprise Software Subscription Agreement between Collabware and Customer identified above (the “Agreement”), all of which are made a part hereof.

- A. Unless otherwise defined in this SOW, all capitalized terms used herein shall have the meanings given in the Agreement.
- B. In the event that any terms or conditions contained in this SOW conflicts or is inconsistent with this Agreement, the terms of this SOW shall control, solely with respect to the subject matter (the specific Services) described herein.
- C. The terms and conditions of this SOW and any subsequent written amendments hereto which may be executed by the parties and which specifically reference this SOW and the Agreement constitute the entire agreement between the parties regarding the subject matter hereof, and all other understandings, agreements, representations, memoranda and other understandings between the parties are superseded and terminated.

**II. Services.** Collabware shall provide, and Customer shall purchase, the Services described on the attached pages.

- A. The Services described shall be provided for on a time & materials basis using the rates outlined in this agreement with the exception of fixed priced deliverables, which will be priced as a fixed amount in the pricing section of the Statement of Work.
- B. Customer shall assume and discharge its responsibilities as indicated in this SOW, and shall be responsible for any delays and costs resulting from its failure to do so.
- C. The parties shall attempt in good faith to resolve any disagreement over the scope of Services or the parties’ respective responsibilities, but Collabware reserves the right to discontinue its work and to be paid for all Services rendered to date of termination at its then current rates.

**Fees.** Time and materials fees and expenses for Services and other amounts owed will be invoiced by Collabware monthly. Fixed price deliverables will be invoiced according to the deliverable payment schedule. All invoices shall be paid within thirty (30) days from the date of the invoice.

<b>Target Start Date:</b>	TBD	<b>Estimated Fees:</b>	\$70,000
<b>Target End Date:</b>	TBD	<b>Primary Contact(s):</b>	Tammy Mueller

**Collabware Systems Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**City of Sammamish**

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

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Collabware Statement of Work

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Collabware Statement of Work

## Confidential & Proprietary

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This statement of work proposal is valid for 90 days from the date of issue.

## Notice of Copyright

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## Version History

AUTHOR	DESCRIPTION	DATE	VERSION
Tom Ng	Initial draft	2020-07-10	0.1

## Collabware Statement of Work

## Executive Summary

The objective of this Statement of Work is to implement CollabSpace against (City of Sammamish) content in Exchange Online, SharePoint Online, OneDrive for Business, and network file shares of the City Clerk department for the purposes of a unified search experience, file analysis and clean-up, applying retention policies, and managing content disposition.

Collabware proposes a project that will setup connectors to crawl and index Exchange Online, SharePoint Online and One Drives, network file shares as content becomes available providing quick win search capabilities. The project team will work with City of Sammamish to develop the classification and retention rules for the City Clerk department in a CollabSpace test environment. Once verified, the project team will implement the compliance configuration into the production environment.

Key Features of this statement of work include:

- **All data will be stored in the CollabSpace US data center.**
- Crawl production content early to achieve quick win search capabilities.
- A project approach focused on delivery with high customer staff involvement to facilitate knowledge transfer and customer self-sufficiency in the future.
- A Collabware team working remotely to reduce expenses and overall project cost.
- Sessions at key points in each phase to maximize understanding and synergy with all project team members and stakeholders.
- Analysis of network share drives content to categorize for cleanup using the disposition process
- A dedicated Collabware Project Manager to ensure the terms of the statement of work are met.

The project is expected to be 3-5 months in duration with a total estimated cost of \$70,000.

## Description of Services

The project consists of the following components:

### Compliance Implementation

#### Stage 1: Connect to Microsoft 365 content sources and network file shares

The objective of this phase is to start ingesting content into CollabSpace from Microsoft 365 content sources and network file shares for the purposes of quick win search and eDiscovery purposes. Content sources include Exchange Online mailboxes, SharePoint Online sites and OneDrive, and network file shares of the City Clerk department locations. The Customer project team will be introduced to CollabSpace and training resources. Collabware will assist the team to develop some quick win query templates and provide basic search and eDiscovery training to project team.

All CollabSpace instances for the City will be created in the CollabSpace US datacenter.

#### Stage 2: Implement Compliance Configuration

The Classification, Retention and Disposition phase will apply the records management capabilities to the content in CollabSpace.

The scope of this phase is expected to cover the following:

- Requirements Discovery
- Configure File Plan/Classification
- Configure Retention Workflows
- Configure Disposition Review/Approval
- Post Implementation/ support

### Data Clean-Up Advisory Services

To assist with file analysis and cleanup of the content in network file shares, Collabware will provide guidance to the project team for data cleanup. Our team will be available throughout the project on a time & materials basis to guide and assist with the following:

- Analysis of data lake content to categorize content for cleanup
- Configuration of CollabSpace rules to target specific content for cleanup destruction
- Configuration of CollabSpace workflows to execute the destruction or disposition process

Collabware Statement of Work

## Scope of Work

The scope of this statement of work covers the following:

1. Training
2. File Plan and Retention Configuration in both Test and Production environments.
3. Up to 80 hours of pre-scheduled data clean-up remote advisory sessions.
4. Remote Advisory Services to assist Customer with the compliance implementation and rollout as required.

The statement of work scope does NOT include:

1. Development of an information architecture beyond what is currently identified for the departments and verified in a discovery verification meeting.
2. Development of Aggregate case types.
3. Customizations to the core Collabspace product.
4. Custom Reports beyond what are currently available in Collabspace.
5. Business change management at Customer including end user training beyond the project team.
6. Design or Implementation of Physical Records in SharePoint / Collabspace.
7. Preparation of end user documentation.

## Project Approach

The project will consist of a Planning, training, discovery, solution development, user acceptance test, production configuration and post implementation support tasks. Each phase is described below:

### Planning

The planning task will consist of a review of the Statement of Work and the agreement on initial project timelines and expected milestone dates. In addition, all facilities and remote access requirements will be confirmed. The planning phase will be completed with a Project Kickoff meeting.

Conduct Kick-off (via Go To Meeting)

This meeting is intended to introduce the Collabware project team to the City of Sammamish team, to discuss high level steps, timelines and confirm goals and objectives.

*Outcome(s):*

- Project Schedule and resources confirmed
- Remote access requirements confirmed
- Formal introduction of all project participants, with understanding of roles

### Configure CollabSpace in Production Environment

The initial phase of the work allows City of Sammamish to see immediate value of search functionality in CollabSpace by installing the software and allowing it to ingest content from Microsoft 365 content sources and network file shares.

Collect Technical Information for CollabSpace Set-up

Collabware will conduct a brief meeting to discuss the technical requirements of CollabSpace and collect information required to facilitate the setup of CollabSpace.

The City of Sammamish must designate key project participants including a CollabSpace System Administrator, Azure AD rights administrator and a Network/File Share administrator. In addition, the City of Sammamish will be required to identify specific existing or new AD Security Groups that represent users who will be accessing CollabSpace features and functions. Finally, the customer will identify a content source to be used for the initial content ingestion.

The CollabSpace production tenant is provisioned, City of Sammamish system administrators and initial project team members are setup in the environment, and any designated content sources are connected.

Provide Guided Walkthroughs for CollabSpace Configuration

Collabware will provide a guided walkthrough regarding installing the CollabSpace on-premise agent and adapter. This walkthrough usually takes about 2 ~ 4 hours. Additional guided walkthroughs with project team members will outline the CollabSpace search functionality.

Collabware Statement of Work

*Outcome(s):*

- Technical information to successfully set-up Collabspace at City of Sammamish
- Knowledge to perform basic searches within existing content

**Establish Test Collabspace Environment**

This phase of the work involves provisioning a non-production Collabspace environment and connecting it to content sources containing sample or test content. This non-production environment is used for the ingestion of sample content and to create Collabspace Configurations for testing and training purposes. Once the configuration is proven in the test environment, the same configuration can be created in Production.

Establish a Test environment

Collabware creates a Collabspace test environment and grants access to IT project staff. Collabware to confirm which team members requires access. The test environment is a non-production environment used for testing or other non-production purposes.

Upload Sample data to the Test Environment

To allow for testing, sample configurations and training scenarios will upload sample data into the Test environment. Collabware recommends that the sample data set be selected to return effective results in searches. For example, the data should reflect the numerous activities of the corporate functions to best demonstrate Collabspace functionality. Quality of data is more important than quantity.

City of Sammamish would have a designated test site in the Microsoft 365 tenant and a test network file share location where the test documents can exist.

**Conduct Collabspace Training**

Collabware will provide formal Collabspace User training as part of a Collabspace implementation. The Collabspace product training for project team members occurs early in the project to facilitate the most effective discovery and requirements gathering process. The training consists of the following:

Collabspace Compliance Configuration Training (2 days - remote)

The Collabspace Compliance Configuration training is conducted remotely and is built around learning the use and configuration of Collabspace compliance features. The training covers:

1. Search and Discovery
2. File Plan Configuration
3. Content Rules Configuration and Management
4. Retention Workflow
5. Reviews and Dispositions
6. Legal Holds

This training is suitable for records managers and staff who support the records management function. This includes Microsoft 365 and network file shares technical resources who are involved in



Collabware Statement of Work

the support of a Records Management department using Collabspace.

By the end of the training, attendees would be able to understand all the compliance features of Collabspace and how they can be configured. Training is conducted in a Collabware provided Training environment.

*Outcome(s):*

- Key project team are trained on Collabspace use and compliance configuration

## Discovery

The discovery task will consist of a review and analysis of file plan and retention policies, and existing data conditions of the City. The Collabware team will then look at the information architecture, security and approval requirements and ensure all the necessary requirements are understood prior to starting a solution proposal.

The Discovery process is a one-two day process conducted with the customer project team and members of the City Clerk’s Office. The results are documented in a Discovery report, followed by a Proposed Solution Configuration proposal. The Solution Configuration proposal will outline how the customer’s file plan and retention policies should be configured in Collabspace with specific file plan structure, lifecycle workflow models, content classification rules and review processes. The solution configuration proposal is used as the design spec for subsequent Collabspace configuration.

*Outcome(s):*

- Handover of requirements to the Collabware Team
- Clarification sessions as required
- Confirmed Requirements for solution configuration
- Discovery and Solution Configuration Proposal

## Solution Development

The solution development task will build out a prototype solution that addresses the requirements defined during the discovery process. The configuration is completed in a test environment and will include periodic reviews with the project team to confirm requirements and adjust the solution as required.

*Outcome(s):*

- Configured file plan and retention schedule
- Configured content rules that support classification of content to the file plan
- Configured retention workflows for the in-scope production pilot content
- Configured basic security
- Demonstration and turnover for User Acceptance

## User Acceptance Testing

Collabware will support the City of Sammamish team to verify that the solution configuration and



## Collabware Statement of Work

behavior meet requirements. The solution may be updated during UAT to address business unit concerns or feedback.

*Outcome(s):*

- Authorization to proceed to production deployment

### Configuration of Production and Go-Live

Collabware will work with the City of Sammamish technical team to plan and prepare the configuration of production. The configuration in the test environment is used as the model for production and the project team simply creates the configuration in production based on the test configuration.

*Outcome(s):*

- Setup of Collabspace configuration including the file plan and lifecycle workflows, in production.
- Solution enabled as 'live' in production

### Post Go-Live Support and Closing

Collabware will provide post implementation support, as required, to ensure that the configuration is meeting its objectives and that any critical issues are resolved. Documentation about the Configuration will be provided for future reference as additional users and departments are brought into Collabspace environment. The post go-live support included with the project is limited to 4 weeks.

*Outcome(s):*

- Ongoing issue logging, tracking and resolution.
- Configuration Documentation
- Project Closure meeting
- Production Application Acceptance

### Data Clean-Up Advisory Services

The Collabware team will meet with the project team weekly for 2 hours each time (Up to 80 hours in total) to provide assistance and answer questions that are related to file analysis and configuration of Collabspace rules and workflows to target and execute disposition of obsolete content.

*Outcome(s):*

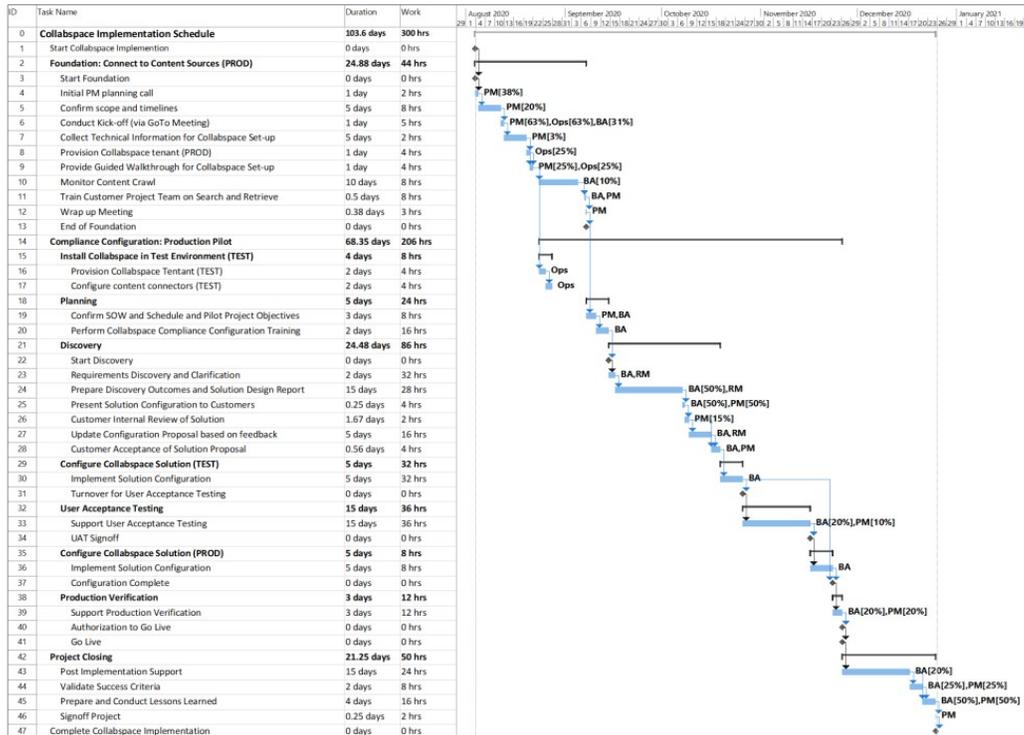
- Key project team are trained and supported to use Collabspace for file analysis and data clean-up

### Schedule and Milestones

The specific project timelines will be driven by the Customer and will be determined during the initial planning task of this Statement of Work.

Collabware Statement of Work

Below is a typical work breakdown for the delivery of the Collabspace compliance implementation.



Key Milestones

1. Complete Planning
2. Establish Production Collabspace instance with content connectors
3. Complete Discovery
4. Complete Solution Proposal
5. Turnover Configuration to User Acceptance Testing
6. End Acceptance Testing Stage
7. Production Acceptance/Collabspace Configuration Complete

Project Management

Collabware will provide a project manager to oversee this project and ensure Collabware resources and commitments are managed. The Collabware project manager will report to the Customer Project Manager.

Customer will be responsible for the overall project management and status reporting. Collabware will work with the Customer Project Manager to identify any project issues early and ensure they are dealt with as quickly as possible. The Customer Project Manager will maintain a log of all project issues and manage scope changes through an agreed change control process



– Confidential –  
Collabware Implementation Services

## Resources

### Customer Key Resources

Customer will be required to provide a project team consisting of the following roles and responsibilities.

#### Project Manager (10%)

The Customer project manager will:

- Oversee the project
- Report to stakeholders
- Manage overall project risks and issues
- Conduct regular status meetings
- Primary contact for the Collabware Project Manager

#### Business Lead (30%)

The Customer business lead will:

- Oversee the business team
- Prioritizes business requirements
- Approve deliverables
- Attend Collabspace records management training and status meetings

#### IT Department Lead (5%)

The Customer IT Department lead will:

- Oversee the IT technical resources
- Be responsible for M365 and network infrastructure and security/access
- Attends status meetings

#### Subject Matter Experts (SMEs) (50%)

Customer subject matter experts include records managers, departmental records custodians and business analysts who support records management. Subject matter experts will:

- Provide RM policies and requirements to the Collabware team
- Attend Collabspace records management discovery and training sessions
- Prepare and execute user acceptance tests with guidance from the Collabware RM Specialist
- Verify production migration
- Conduct business change management with target rollout department

#### Network/File Share Administrator (5%)

The customer Network/File Share Administrator will:

- Install the Collabspace On-Prem Agent and Adaptor for the target file shares, with guidance from

Collabware Statement of Work

Collabware

- Check the status of the on-prem adaptor/agents from time to time on request from the Project team
- May be required to attend problem diagnostic sessions with the Collabware technical team to assist in connector issue resolution.

SharePoint/M365 Technical Resources (5%)

The Customer SharePoint Technical resource will:

- Attend CollabSpace system administrator training
- Install CollabSpace in customer environments, with guidance from Collabware
- Configure collaboration sites, with guidance from Collabware
- Provide SharePoint and M365 support to Subject Matter Experts
- Accept CollabSpace application for post implementation support

Collabware Resources

Collabware will require a team of three key people for this project.

Project Manager (TBD)

- Reports to the Customer Project Manager
- Responsible for Collabware deliverables, schedule, and resources
- Provides success coaching

CollabSpace RM Specialist (TBD)

- Creates the CollabSpace configuration and workflows necessary to support the business units
- Assists the Customer team with user acceptance testing
- Creates CollabSpace configuration in Production
- Provides post implementation support as required
- Provides consulting and guidance for CollabSpace configuration issues and questions
- Provide data clean-up guidance to Customer team

SharePoint/M365 Technical Architect (TBD)

- Provides consulting and guidance for technical, infrastructure and content migration as required
- Assists the configuration team with technical issues as required

Facilities

Collabware will execute the project remotely. As a result, the Customer facilities requirements are minimal:

- Customer must provide remote access to the target Microsoft 365 Site Collections and other content sources.
- Customer must provide a test site collection in the production Microsoft 365 environment and a test network file share location in order to conduct initial configuration setup and testing.
- Customer must be able to access GoToMeeting and allow screen sharing for remote activities



Collabware Statement of Work

Security Access Requirements

Collabware will require the following access to the target Customer environments in both Test and Production:

- Site collection owner privileges on the in-scope sites collections in Microsoft 365
- Domain User IDs (two) to access and edit the pages and create/manage content types and configure Collabspace.

**Project Assumptions**

The statement of work has been prepared with the following assumptions:

The scope of work in this proposal does NOT include:

1. Development of SharePoint portal sites or site, content type, metadata information architecture.
2. 3rd party product/system integration or configuration changes (e.g., SAP)
3. Customizations to the core Collabspace product
4. Business change management at Customer

In addition, the following assumptions have been made for this proposal:

1. **The city will require all Collabspace managed data to reside in the US.**
2. Collabware resources will complete the required Collabspace configuration cooperatively with customer resources
3. Customer will provide Collabware with the File Plan and Retention Requirements
4. Collabware is provided remote access to Customer Microsoft 365 test site collections
5. Customer will provide a Microsoft 365 environment of site collection. In addition, test email accounts and OneDrive users may also be required if Exchange and OneDrive will be Collabspace content sources
6. Customer will provide a test network file share location to support testing
7. All work will be completed remotely
8. Customer will be responsible for the creation and maintenance of the Information architecture
9. Bi-weekly meetings will report progress and issues (specific frequency will be determined by Customer and may change during different phases of the project)
  
10. If Customer requests Collabware resources to be on-site for any reason, Collabware will bill Customer for travel expenses. Any travel must be pre-approved by Customer

## Pricing

### Compliance Implementation

Professional Services	Total
Collabspace Foundation Services (Establish Collabspace Production and Test Environments)	\$10,000
Discovery and Solution Design Proposal	\$22,000
Collabspace Configuration (Test) – Ready for UAT	\$6,800
Support User Acceptance Testing	\$7,200
Collabspace Configuration (Prod) – Ready for Go Live	\$4,000
Post Go-Live support and Project Closing Report	\$10,000
<b>Estimated Subtotal</b>	<b>\$60,000</b>
<i>Collabspace Foundation Services Incentive</i>	<i>-\$10,000</i>
<b>Estimated Total</b>	<b>\$50,000</b>

### Data Clean-Up Advisory Services

Professional Services	Quantity	Rate	Total
Data Clean-Up Advisory Services	80	\$250 / Hour	\$20,000
<b>Estimated Total</b>			<b>\$20,000</b>

### Payment Schedule

Collabware will invoice Customer monthly based on the hours consumed. Timesheets will accompany any time and material invoice.

For all fees the following payment terms will apply:

- All fees are specified in USD Currency.
- Payment is due 30 days from receipt of invoice.
- Applicable taxes are extra.
- Customer will be responsible for travel and living expenses of Collabware resources related to the delivery of on-site services, if on-site services are requested by Customer.
- Additional advisory hours can be purchased at \$250 per hour.



**Draft**



## MINUTES

### City Council Regular Meeting

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6:30 PM - July 21, 2020

City Hall Council Chambers, Sammamish, WA

Mayor Karen Moran called the regular meeting of the Sammamish City Council to order at 6:40 p.m.

**Councilmembers Present:**

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

**Councilmembers Absent:**

**Staff Present:**

City Manager David Rudat  
Director of Community Development David Pyle  
Director of Parks, Recreation & Facilities Anjali Myer  
Director of Finance & Risk Management; Assistant City Manager Aaron Antin  
Deputy Director of Finance & Risk Management Chris Gianini  
Interim Director of Public Works Cheryl Paston  
Transportation Planner Doug McIntyre  
City Engineer Andrew Zagars  
Sr. Management Analyst Mike Sugg  
Emergency Manager Andrew Stevens  
Assistant City Attorney Lisa Marshall  
City Clerk Lita Hachey

**ROLL CALL**

---

Roll was called.

**PLEDGE OF ALLEGIANCE**

---

Deputy Mayor Christie Malchow led the pledge.

**Draft**

**EMERGENCY MANAGEMENT**

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**COVID-19 Update:** Emergency Manager Andrew Stevens gave an update on the latest virus rates for Sammamish, King County, Washington State and the entire Country. Sammamish is planning a second face-mask distribution event.

**Sammamish Police Update:** Chief Dan Pingrey gave an update on the recent incident in Klahanie and showed a presentation available [here in the Document Center](https://sammamishwa.civicweb.net/filepro/documents/46958).  
(<https://sammamishwa.civicweb.net/filepro/documents/46958>)

**APPROVAL OF AGENDA**

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**MOTION: Deputy Mayor Christie Malchow moved to approve the agenda. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.**

**PUBLIC COMMENT**

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**Mary Wictor, Sammamish WA,** spoke regarding the BERK Consultant contract and gave a presentation. Presentation is available by contacting the City Clerk at lhachey@sammamish.us.

**Jeff Peterson with Toll Brothers,** informed the Council that he was available for questions regarding Windsor Grove Final Plat.

**Cori Walters, Issaquah Food and Clothing Bank,** spoke to thank the Council and Sammamish community for the support they have received and gave a brief update on local needs.

For any additional Written Public Comments please contact the City Clerk at lhachey@sammamish.us

**CONSENT CALENDAR**

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**Claims:** For Period Ending July 21, 2020 In The Amount Of \$2,098,368.80 For Check No. 57454 Through 57526

**Resolution:** Appointing Members To The Sammamish Youth Board

**Resolution:** Granting Final Plat Approval Of Windsor Grove Subdivision

~~**Approval:** Contract amendment to develop EIS and providing support for the Growth Management Hearings Board Remand Effort/BERK Consulting~~

**Approval:** Technology Infrastructure Purchase/Dell Technologies

**Minutes:** For the July 14, 2020 Special Meeting

**Councilmember Pamela Stuart pulled Item # 4 - Approval: Contract amendment to develop EIS and providing support for the Growth Management Hearings Board Remand Effort/BERK Consulting from consent.**

**MOTION: Deputy Mayor Christie Malchow moved to approve the consent agenda as amended. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.**

**Draft**

**EXECUTIVE SESSION**

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

City Council retired to an executive session at 7:13 pm and returned at 8:18 pm with the following action:

**MOTION: Councilmember Pam Stuart moved to authorize the City Manager to proceed with a revised Administrative Settlement in the amount of \$182,364 plus closing fees and purchase a portion of real property on parcel number 3325069021. Councilmember Kent Treen seconded. Motion carried 4-3 with Mayor Karen Moran, Deputy Mayor Christie Malchow, and Councilmember Jason Ritchie dissenting.**

Council took a break at 8:18 pm and returned at 8:26 pm.

**PRESENTATIONS / PROCLAMATIONS - NONE**

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**PUBLIC HEARINGS - NONE**

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**UNFINISHED BUSINESS**

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**Item # 4 - Approval:** Contract amendment to develop EIS and providing support for the Growth Management Hearings Board Remand Effort/BERK Consulting

City Manager, Dave Rudat spoke regarding the BERK Consulting contract amendment to develop the EIS and providing support for the Growth Management Hearings Board Remand Effort. Presentation found in the [Document Center here. \(https://sammamishwa.civicweb.net/filepro/documents/46958\)](https://sammamishwa.civicweb.net/filepro/documents/46958)

**MOTION: Councilmember Kent Treen moved to approve the contract amendment to develop EIS and providing support for the Growth Management Hearings Board Remand Effort/BERK Consulting. Deputy Mayor Christie Malchow seconded. Motion carried 5-2 with Councilmember Jason Ritchie and Councilmember Pam Stuart dissenting.**

**Discussion:** King County Regional 2020 Hazard Mitigation Plan and City of Sammamish Annex Adoption

Andrew Steven, Emergency Manager, led the discussion with Council regarding the King County Regional 2020 Hazard Mitigation Plan and City of Sammamish Annex Adoption and showed a presentation found [here in the Document Center. \(https://sammamishwa.civicweb.net/filepro/documents/46958\)](https://sammamishwa.civicweb.net/filepro/documents/46958)

**MOTION: Deputy Mayor Christie Malchow moved to approve the King County Regional 2020 Hazard Mitigation Plan and City of Sammamish Annex Plan. Councilmember Ken Gamblin seconded. Motion carried unanimously 7-0.**

**NEW BUSINESS**

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**Presentation:** Draft ADA Transition Plan

**Draft**

Mike Sugg, Senior Management Analyst, and Jed Ireland, Senior Project Engineer, discussed the draft ADA Transition plan. Ryan Peterson and Bob Cisco, consultants from Transpo Group, were available for questions from Council. Presentation is available in the [Document Center here](https://sammamishwa.civicweb.net/filepro/documents/46958). (<https://sammamishwa.civicweb.net/filepro/documents/46958> )

**MOTION: Deputy Mayor Christie Malchow moved to extend the meeting until 11:15 pm. Mayor Karen Moran seconded. Motion carried 6-1 with Councilmember Kent Treen dissenting.**

**Approval:** Joint Shelter Grant Proposal Letter

Mike Sugg, Senior Management Analyst, and Rita Badh, Human Services Coordinator, led the discussion on the Joint Shelter Grant Proposal.

Council directed the City Manager to move forward the the Joint Shelter Grant Proposal.

**MOTION: Councilmember Pam Stuart moved to forward to apply to bring money for the shelters. Deputy Mayor Christie Malchow seconded. Motion carried unanimously 7-0.**

**Emergency Ordinance:** Amending Ordinance No. O2020-499 To Further Extend Permit Number THEU2019-00620 An Additional 30 Days; Providing For Severability; And Declaring An Emergency

Mike Sugg, Senior Management Analyst, and Rita Badh, Human Services Coordinator, led the discussion on extending the permit for 30 additional days for the Tent City at Mary Queen of Peace Church.

**MOTION: Deputy Mayor Christie Malchow moved to to adopt the ordinance amending Ordinance No. O2020-499 To Further Extend Permit Number THEU2019-00620 An Additional 30 Days; Providing For Severability; And Declaring An Emergency. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.**

**Ordinance:** Adopting Sammamish Municipal Code Section 7.12.485 Authorizing And Requiring Compliance With Posted Signage In Parks; Providing For Severability; And Establishing An Effective Date

Anjali Meyers, Director of Parks, Recreation, & Facilities, Andrew Stevens, Emergency Manager, and Chief Dan Pingrey, Sammamish Police, gave a staff update on the need for posted signage in City Parks.

**MOTION: Councilmember Kent Treen moved to adopt the ordinance Sammamish Municipal Code Section 7.12.485 Authorizing And Requiring Compliance With Posted Signage In Parks; Providing For Severability; And Establishing An Effective Date. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.**

**Resolution:** Reestablishing An Administrative Leave Bank For Use By City Of Sammamish Employees During Covid19 Emergency

Mike Sugg, Senior Management Analyst, led the discussion on reestablishing an administrative Leave Bank for use by City of Sammamish Employees during the COVID-19 emergency.

**MOTION: Councilmember Pam Stuart moved to authorize the City Manager to reestablish an Administrative Leave Bank For use by City Of Sammamish Employees during COVID-19 emergency and tie it to end with the**

**Draft**

**declaration of the State of the Emergency for the City of Sammamish. Councilmember Jason Ritchie seconded. Motion carried 5-2 with Deputy Mayor Christie Malchow and Councilmember Chris Ross dissenting.**

**COUNCIL REPORTS/ CITY MANAGER REPORT**

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**Report:** City Manager Dave Rudat requested that Council consider moving the Tuesday, August 4, 2020 Special meeting to Tuesday, August 11, 2020 Special meeting.

Cassidy Fallens was hired as a contract employee for assistance with Small Business Grant Program.

**MOTION: Councilmember Pam Stuart moved to approve the change in meeting schedule from August 4, 2020 Special meeting to August 11, 2020 Special meeting. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.**

**Report:** Councilmember Kent Treen submitted a written report.

**Report:** Deputy Mayor Christie Malchow submitted a written report.

**Report:** Mayor Moran will be attending a FAC meeting tomorrow.

**ADJOURNMENT**

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**MOTION: Deputy Mayor Christie Malchow moved to adjourn. Councilmember Kent Treen seconded. Motion carried unanimously 7-0.**

The meeting adjourned at 10:55 pm.

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Lita Hachey, City Clerk

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Karen Moran, Mayor

**Draft**



## MINUTES

### City Council Special Meeting

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6:30 PM - July 28, 2020

City Hall Council Chambers, Sammamish, WA

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

**Councilmembers Present:**

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

**Staff Present:**

City Manager David Rudat  
Sr. Management Analyst Mike Sugg  
Director of Community Development David Pyle  
Director of Parks, Recreation & Facilities Anjali Myer  
Director of Finance & Risk Management; Assistant City Manager Aaron Antin  
Interim Director of Public Works Cheryl Paston  
City Engineer Andrew Zagars  
Assistant City Attorney Lisa Marshall  
City Clerk Lita Hachey

**ROLL CALL**

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Roll was called.

**PLEDGE OF ALLEGIANCE**

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Councilmember Ken Gamblin led the pledge.

**APPROVAL OF AGENDA**

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**MOTION: Councilmember Kent Treen moved to approve the agenda. Deputy Mayor Christie Malchow seconded. Motion carried 6-1 with Councilmember Pam Stuart dissenting.**

**Draft**

**PUBLIC COMMENT**

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**Ramiro Valderrama, Sammamish WA** spoke regarding the renewed Moratorium and showed a slideshow. Presentation is available by contacting the City Clerk at lhachey@sammamish.us

Any additional Written Public Comments are available by contacting the City Clerk at lhachey@sammamish.us

**EXECUTIVE SESSION**

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

City Council retired to an Executive Session at 6:40 pm and returned at 7:46 pm with no action.

**CONSENT CALENDAR - NONE**

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**PRESENTATIONS / PROCLAMATIONS - NONE**

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**PUBLIC HEARINGS - NONE**

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**UNFINISHED BUSINESS - NONE**

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**NEW BUSINESS**

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**Ordinance:** Repealing Ordinances Nos. O2020-501 And O2020-502; Imposing A New Moratorium On The Acceptance Of Applications For Concurrency Certificates Under SMC Chapter 14A.10 And Adding Exceptions For Public Agencies As Defined By SMC 21A.15.915; Declaring An Emergency; And Establishing An Immediate Effective Date

Mike Sugg, Senior Management Analyst and Dave Rudat, City Manager spoke with regards to the Ordinance imposing a New Moratorium.

Councilmember Ross called for Point of Order: Requested Councilmember Stuart stay on topic in discussion.

**MOTION: Deputy Mayor Christie Malchow moved to call the question. Councilmember Jason Ritchie seconded. Motion carried 6-1 with Councilmember Pam Stuart dissenting.**

**MOTION: Councilmember Ken Gamblin moved to repeal Ordinances NOS. O2020-501 And O2020-502 and impose a New Moratorium on The Acceptance Of Applications For Concurrency Certificates Under SMC Chapter 14A.10 And Adding Exceptions For Public Agencies As Defined By SMC 21A.15.915; Declaring An Emergency; And Establishing An Immediate Effective Date. Deputy Mayor Christie Malchow seconded. Motion carried 5-2 with Councilmember Jason Ritchie and Councilmember Pam Stuart dissenting.**

**COUNCIL REPORTS/ CITY MANAGER REPORT-NONE**

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**EXECUTIVE SESSION – IF NECESSARY**

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**Draft**

**ADJOURNMENT**

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The meeting adjourned at 8:00 pm.

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

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Lita Hachey, City Clerk

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Karen Moran, Mayor

# National Suicide Prevention Month Proclamation

## Declaring September as National Suicide Prevention month in the City of Sammamish

- WHEREAS;** September is recognized around the United States as National Suicide Prevention Month and is intended to help promote awareness of the prevalence of suicide and prevent suicides; and
- WHEREAS;** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and
- WHEREAS;** According to the CDC, the age-adjusted suicide rate in the U S increased by 33% from 1999 through 2017 and 47,173 people died by suicide in 2019; and
- WHEREAS;** According to the CDC, suicide is the 10th leading cause of death for all ages in the US, and in 2016 became the 2<sup>nd</sup> leading cause of death among people aged 10-34; and
- WHEREAS,** mental health is as important as physical health and many people are experiencing increased anxiety and depression during the coronavirus pandemic; and
- WHEREAS,** every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and
- WHEREAS,** I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors and to genuinely convey their appreciation for their existence by any gesture they deem appropriate, and
- WHEREAS,** We can all help prevent suicide

**NOW, THEREFORE, BE IT RESOLVED,** that I, Mayor Karen Moran, on behalf of the Sammamish City Council, do hereby proclaim that September 2020 will be designated as "Suicide Prevention Month" in the City of Sammamish.

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

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





**Disasters Don't Wait.  
Make Your Plan Today**



National Preparedness Month 2020



Sammamish, Washington

**~ Proclamation ~**



**Disasters Don't Wait.  
Make Your Plan Today**



National Preparedness Month 2020

## Emergency Preparedness Month ~ September 2020

**WHEREAS,** the COVID-19 pandemic has highlighted the importance of individual, family, and business readiness and community resiliency; and

**WHEREAS,** Emergency Preparedness Month creates an important opportunity for every resident of Sammamish to prepare their homes, businesses, and communities for any type of emergency including natural and human caused disasters; and

**WHEREAS,** investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation in our community; and

**WHEREAS,** the City of Sammamish, private businesses, and volunteer agencies are working to increase public activities in preparing for emergencies and to educate individuals on how to take action; and

**WHEREAS,** emergency preparedness is the responsibility of every citizen of Sammamish and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type; and

**WHEREAS,** all citizens of Sammamish are encouraged to participate in citizen preparedness activities, such as making and practicing emergency plans, having two weeks of emergency supplies, and participating in Community Emergency Response Team (CERT) training offered by the City of Sammamish.

**NOW, THEREFORE BE IT RESOLVED** that I, Mayor Karen Moran, and the Sammamish City Council, do hereby announce and proclaim September, 2020 as

**Emergency Preparedness Month**, and encourage all citizens and businesses to develop their own emergency preparedness plans, and work together toward creating a more disaster resilient society. Signed this 11th day of August, 2020.

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



**Agenda Bill**  
 City Council Special Meeting  
 August 11, 2020



<b>SUBJECT:</b>	Discussion: Capital Improvement Plans		
<b>DATE SUBMITTED:</b>	August 05, 2020		
<b>DEPARTMENT:</b>	Finance		
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Discuss which capital projects the Council would like to see in the 2021-2022 Budget.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Finance Overview Memo</a> <a href="#">2. Exhibit 2 - Draft Parks CIP</a> <a href="#">3. Exhibit 3 - Draft Facilities CIP</a> <a href="#">4. Exhibit 4 - Draft Stormwater CIP</a> <a href="#">5. Exhibit 5 - Draft Transportation CIP</a> <a href="#">6. Exhibit 6 - Draft Information Technology CIP</a>		
<b>BUDGET:</b>			
Total dollar amount			<input type="checkbox"/> <b>Approved in budget</b>
Fund(s)			<input type="checkbox"/> <b>Budget reallocation required</b>
			<input checked="" type="checkbox"/> <b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input checked="" type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input 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:**

On August 11, 2020, staff will present the draft 2021-2026 capital improvement plans as well as information about revenues for capital projects. The focus of this discussion will be on capital projects taking place in 2021-2022 so that staff can determine which projects the Council would like to see in the 2021-2022 budget.

**Exhibit 1** is an overview of capital fund balances and capital revenue estimates. **Exhibits 2-6** contain the draft capital improvement plans with memos outlining each. The order of these exhibits is the order in which they will be presented on August 11.

During the week of June 8, 2020, the City Council participated in small group discussions to learn more about the draft CIPs. In the time since, staff prioritized the projects within each CIP into a general high, medium and low categories. This is helpful for thinking about which projects are the most essential in each plan, but please keep in mind that priorities are not directly comparable from one plan to another because the definition of "high", "medium" and "low" varies by plan. The memos contain brief descriptions of the prioritization scheme used for each plan.



*Memorandum*

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

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**Date:** August 5, 2020  
**To:** City Council  
**From:** Aaron Antin, Director of Finance and Risk Management  
**Re:** Capital Project Funding

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**Summary**

Based upon the July department inputs of projected 2020 activities and unit forecast activity from Community Development for the 2021-2022 period, the attached capital fund balances and capital revenues are estimated.

**Attachments**

1. Capital funding estimate for the 2021/2022 biennium.

**Capital Funding Estimate for the 2021/2022 Biennium**

<b>General Government CIP Fund (301)</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>
Beginning Fund Balance	\$ 3,906,071		<b>\$ 3,906,071</b>

<b>Parks CIP Fund (302)</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>	
Beginning Fund Balance	\$ 18,236,090		\$ 18,236,090	Approximately 45% of the 2019 ending fund balance was restricted for Parks use only
Parks Levy	240,000	240,000	480,000	Restricted for Parks use
REET	3,000,000	3,400,000	6,400,000	May be used for Parks or Transportation
Park Impact Fees	440,000	467,500	907,500	Restricted for Parks use
Interest	30,000	30,000	60,000	Portion attributed to levy and impact fees restricted for Parks use
<b>Total Available</b>			<b>\$ 26,083,590</b>	

<b>Transportation CIP Fund (340)</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>	
Beginning Fund Balance	\$ 4,691,018		\$ 4,691,018	All restricted for specific projects (impact or mitigation fees)
REET	3,000,000	3,400,000	6,400,000	
Transportation Impact Fees	640,000	680,000	1,320,000	All restricted for specific projects (impact fees)
Interest	20,000	-	20,000	All restricted for impact fee projects
<b>Total Available</b>			<b>\$ 12,431,018</b>	

<b>Stormwater CIP Fund (438)</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>	
Beginning Fund Balance	\$ 2,518,780		\$ 2,518,780	
System Development Charges	250,000	300,000	550,000	
Transfer from SWM Operations	1,951,951	2,074,840	4,026,791	Per 2017 rate study
Interest	20,000	20,000	40,000	
<b>Total Available</b>			<b>\$ 7,135,571</b>	



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## Memorandum

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**Date:** August 05, 2020  
**To:** City Council  
**From:** Dave Rudat, City Manager  
 Anjali Myer, Parks, Recreation & Facilities Director  
**Re:** Draft 2021-2026 Parks Capital Improvement Plan (CIP)

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### Sammamish's Park System

Parks bring people together and help build community. Sammamish's Parks and Recreation system is an integral part of our healthy and sustainable community by connecting people to nature, play and culture. Community surveys over the past couple of decades have consistently indicated that parks are one of the reasons people choose to live on the Plateau.

Since incorporation, the City has cared for and improved the parks transferred from King County, as well as expanded the park system significantly. Sammamish's park system contributes to the quality of life for the community with a total of 14 diverse and quality parks, preserves, natural areas and special facilities totaling 632 acres; this parkland has accumulated through transfers, purchases and generous donations.

### Parks CIP Summary

The Parks Capital Improvement Plan (CIP) is a planning document, typically updated every two years, that identifies parks capital improvement programs and projects that the City foresees undertaking over the next six years. The Parks CIP by itself does not authorize projects to move forward, nor does it authorize funding for any of the listed projects. Funding authorization occurs through the City's biennial budget process.

The Parks CIP implements the vision for the future of park facilities in our City, as well as meeting state requirements for a six-year capital plan that is consistent with the Comprehensive Plan. The plan assures that adequate public facilities are available to serve existing and future development and maintains the City's eligibility for grant funding.

The Parks CIP identifies specific improvement projects, funding sources and project timelines over the six-year period. Capital projects may include acquisition, planning, renovation, replacement and development. The updated Parks CIP will include recommended capital projects and proposed schedules which are balanced to accommodate current project priorities, construction seasons and the resources needed to complete the work.

CIP Projects are divided into three (3) categories, Design/Construction projects, Planning projects and Other projects. Priorities of High (A) Medium (B) and Low (C) were identified through an extensive public outreach and engagement with the Parks and Recreation Commission and City Council through the Parks, Recreation and Open Space (PRO) Plan update.

**Funding Sources**

The following is a list of potential revenue sources that fund the Parks Capital Improvement Fund.

1. Real estate excise tax (REET)
2. Park impact fees
3. King County Levy Funding (2020-2025)
4. Operating contribution - general fund
5. Other – Grants, Investment Interest and King County Transfer of Development Rights (TDRs)

**Real Estate Excise Tax (REET)**

- The City receives a total of 0.5% on all sales of real estate. One half of this, i.e. 0.25% known as the "first quarter percent" or "REET 1," is allocated to Parks in the City of Sammamish. These funds may be used for any capital improvement project as well as for acquisition of real property.

**Park Impact Fees:**

- Impact fees are one-time charges assessed by a local government against a new development project to help pay for new or expanded public facilities that will directly address the increased demand created by that development. They are generally used for capital costs such as acquisitions, development of parks, open space and recreational facilities. They cannot be used for operating or maintenance costs. They must be used within a 10-year period.
- The last Impact Fee update was in 2015. The current park impact fee rates are outlined in the Sammamish Municipal Code [S.M.C. 14.20.110](#). They are charged at \$6,739.00 per single family dwelling unit and \$4,362 per multifamily dwelling unit.

**King County Levy (2020 -2025)**

- This levy is a six-year, property tax levy lid lift of 18.32 cents per \$1,000 of assessed value for 2020 through 2025. A portion of the King County Parks Levy provides funding for local jurisdictions to support parks capital projects. The City of Sammamish will receive approximately \$240K annually for the next six years through the 2020-2025 Levy.

**Operating Contribution**

- General Fund Funds may be transferred from the General Fund to the Parks CIP fund as designated in the biennial budget.

**Other sources**

- A small amount of interest is earned on the Parks CIP fund.
- Grant funding has become very uncertain in recent years, so we do not include significant anticipated grant revenue in the Parks CIP. We will, however, continue to apply for grants when our projects meet grant criteria.
- The King County Transfer of Development Rights (TDR) program is another source of revenue for the Parks CIP as and when they are sold. 25% (\$20,000) of each TDR credit sold to a developer is received by the City. These funds have been earmarked for park land acquisition per the criteria outlined in the ILA.

**2021 – 2026 Parks CIP Highlights**

- The CIP list is based off the key project recommendations of the 2018 Parks, Recreation and Open Space (PRO) Plan adopted by City Council which include acquisitions for open space preservation, trail connections, sports field enhancements, ADA improvements and wayfinding signage.
- While land acquisition is a high priority as seen both in the 2018 adopted PRO Plan and the 2017 Land Acquisition Program, every acquisition brings additional maintenance costs along with it and has an impact on the operating budget.
- The CIP incorporates the findings of the Athletic Field study completed recently, which identified an immediate need for two (2) additional baseball fields in the northern half of the city, two (2) multipurpose synthetic fields with lights, and an upgrade to five (5) ballfields to synthetic infields. One of the goals of the PRO Plan is to continue to partner with the local school districts to convert natural-turf fields to synthetic-turf fields with lights.
- Parks transferred to the City from King County were built roughly forty years ago and have several amenities at the end of their lifecycle. Improvements based on adopted master plans are proposed for East Sammamish Park and Beaver Lake Park in the proposed 6-year CIP.
- Beaton Hill Park was recently acquired through the City's Land Acquisition program. A master plan for this park along with the future parcel 'C' donation of Big Rock Park are scheduled to occur in the 2021-26 Parks CIP. These master plans will be completed at the same time due to their proximity to Big Rock Park Parcels A and B, and to be more efficient with community outreach and project funding.
- The planning level cost estimates included in the 6-year CIP have been updated to account for current construction costs, soft costs and contingencies. Additional costs arising from new regulations, particularly sensitive areas and storm water codes, have been factored into the overall project costs.

**Updates** (since last presentation to City Council)

Staff presented a draft of the 2021-26 Parks CIP to City Council in 2's and 3's in June 2020. The changes since then have been to delay some of the projects to allow for a more realistic workload. The projected amounts for revenues have been reduced based on input from the finance department. So, while we have adequate funds for projects through 2025, we still show a deficit at the end of 2026.

**Attachments**

1. Draft 2021-2026 Parks Capital Improvement Plan
2. Parks & Recreation Commission Recommendation to City Council

*End of Memo*

Draft Parks Six-Year Capital Improvement Plan (2021-2026)

Reference Addition

PRIORITY	# (2021-2026 CIP)	PROJECT	2020	2021	2022	2023	2024	2025	2026	6-year Total	Potential
<b>PARKS CIP PROJECTS</b>											
1	A	PK-23	Big Rock Park - Site B - Phase I Improvements ROW improvements, driveway and parking lot, utilities, tree house ADA and general site improvements to allowing of opening of Parcel B.	\$1,839,000						\$0	
2	A	PK-04	Inglewood Middle School - Phase I - Synthetic Turf & Field Overlay Upgrade existing football field add second multi-purpose field with synthetic turf and lights. Includes restroom, soccer/lacrosse overlay, new drainage, irrigation.	\$330,000	\$300,000	\$9,500,000				\$9,800,000	
3	A	PK-1	Beaver Lake Park - Baseball Field Upgrades* Convert 3 existing sand infields to synthetic turf, fencing, potential new amenities.		\$30,000	\$670,000	\$1,370,000			\$2,070,000	
4	A	PK-11	Eastlake Community Sports Field 3 - Synthetic Turf Replacement Turf and infill replacement. Includes new pad and anticipated coated crumb rubber infill material or suitable alternate. (9-year estimate)		\$280,000	\$1,400,000				\$1,680,000	
5	B	PK-66	Blackwell Elementary - Synthetic Turf & Field Overlay Upgrade existing soccer and baseball field with synthetic turf and lights. Includes soccer/lacrosse overlay, new drainage, irrigation.						\$750,000	\$750,000	\$4,090,000
6	B	PK-25	East Sammamish Park - Playground New playground with spray park and new shelter per adopted master plan.					\$1,290,000	\$5,000,000	\$6,290,000	
7	B	PK-26	East Sammamish Park - Parking & Access Improvements Parking lot expansion, frontage improvements, pedestrian lighting, tennis court access and trail to Margaret Mead.					\$370,000	\$2,200,000	\$2,570,000	
8	B	PK-06	East Sammamish Park - Baseball Field Rehab Infield/outfield remodel and drainage, natural turf replacement, potential new amenities.			\$640,000	\$580,000			\$1,220,000	
9	B/C	PK-13	Beaver Lake Park - Lakeside Improvements Swim beach/shoreline improvements, parking lot expansion, new playground, stormwater, landscape and irrigation. <i>Utility connections not included.</i>				\$500,000	\$4,000,000	\$4,530,000	\$9,030,000	
10	C	PK-29	Lower Sammamish Commons - Restroom Permanent restroom building with adjacent maintenance storage space. <i>Utility connections not included.</i>					\$130,000	\$680,000	\$810,000	
11	C	PK-36	Skate Park - Rehabilitation/Repairs Minor repairs to concrete, address design issues with planter boxes, expand skate bowl on north end of Skate Park.	\$300,000						\$0	
12	C	PK-19	Big Rock Park - Site A - Phase II - Restroom Site A: Permanent restroom installation. <i>Utility connections not included.</i>							\$0	\$475,000
13	C	PK-45	Evans Creek Preserve - Highway 202 Access Connect Alcott Elementary via a soft surface trail through the North Property and an enhanced crosswalk on 202.							\$0	\$200,000
14	C	PK-n	East Sammamish Park - Pickleball Courts	\$150,000						\$0	
15	C	PK-n	Reard House Construct ADA ramp and deck; complete seismic, architectural/structural upgrades.	\$250,000						\$0	
<b>(A) SUBTOTAL PARKS CIP PROJECTS</b>			<b>\$2,869,000</b>	<b>\$610,000</b>	<b>\$12,210,000</b>	<b>\$1,950,000</b>	<b>\$500,000</b>	<b>\$5,790,000</b>	<b>\$13,160,000</b>	<b>\$34,220,000</b>	<b>\$4,765,000</b>
<b>PARKS PLANNING PROJECTS</b>											
16	A	PK-34	Klahanie Park Master Plan Complete Master Plan for Klahanie Park. Includes consultant, site analysis, public engagement and final plan.	\$86,000						\$0	
17	A	PK-n	Park Systemwide Wayfinding program Unified directional signage for wayfinding to and through parks.	\$38,000	\$40,000	\$40,000				\$80,000	
18	B	PK-n	Lower Commons - Master Plan Update Update to reflect changed use with Town Center, Green Spine, Regional Stormwater.				\$25,000	\$75,000		\$100,000	
19	C	PK-n	Environmental Interpretation/Habitat Certification Interpretative and habitat certification signage within the parks.	\$25,000			\$20,000		\$20,000	\$40,000	
20	B	PK-67	Beaton Hill Park and Big Rock Park South Master Plan Complete Master Plan for Beaton Hill Park and Big Rock Park - South. Includes consultant, site analysis, public engagement and final plan.		\$125,000	\$150,000				\$275,000	
<b>(B) SUBTOTAL PARKS PLANNING PROJECTS</b>			<b>\$149,000</b>	<b>\$165,000</b>	<b>\$190,000</b>	<b>\$45,000</b>	<b>\$75,000</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$495,000</b>	<b>\$0</b>

OTHER PARKS CIP PROJECTS				2020	2021	2022	2023	2024	2025	2026	6-Year Total	Potential
21	A	PK-60	<b>Community Garden Design</b> Placeholder for future community garden(s) with 40 to 50 planting beds in a location to be determined.				\$100,000				\$100,000	
22	A	PK-D	<b>Land Acquisition</b> Placeholder to acquire land for future parks and open spaces as opportunities become available.	\$2,627,000	\$1,000,000	\$1,000,000	\$1,000,000				\$3,000,000	
23	A	PK-E	<b>Capital Repair/Replacement Program</b> This ongoing program allocates funds for the repair and replacement of parks structures and equipment.	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,200,000	
24	A	PK-n	<b>Parks Barrier Removal (ADA Transition Plan)</b> This program allocates funds for the removal of barriers within parks.		\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$1,050,000	
25	A	PK-F	<b>Capital Contingency Reserve (based on projects)</b> 10% contingency for Parks CIP projects.	\$1,065,000	\$61,000	\$1,221,000	\$195,000	\$50,000	\$579,000	\$1,316,000	\$3,422,000	
26	A	PK-64	<b>Sammamish Commons Trail Connection Phase 1</b> Lower Sammamish Commons to Big Rock Park Trail.								\$0	\$300,000
27	B	PK-A	<b>Future Trail Connections</b> Placeholder for future trail projects to be determined upon completion of the PRO Plan and TMP.	\$500,000	\$500,000		\$500,000		\$500,000		\$1,500,000	
28	B	PK-n	<b>Plant Salvage Program/Facility Design</b> Location and development of a facility to store, water and maintain salvaged plant material for restoration/planting projects.							\$50,000	\$50,000	
29	B	PK-n	<b>Off-leash Dog Park Design - site TBD</b>							\$50,000	\$50,000	
30	B	PK-B	<b>Town Center Park Projects</b> Placeholder for future Town Center projects to include urban plaza, central green, playground relocation and/or other projects.		\$150,000	\$175,000					\$325,000	\$5,000,000
<b>(C) SUBTOTAL OTHER PARKS CIP PROJECTS</b>				<b>\$4,392,000</b>	<b>\$2,086,000</b>	<b>\$2,771,000</b>	<b>\$2,170,000</b>	<b>\$425,000</b>	<b>\$1,454,000</b>	<b>\$1,791,000</b>	<b>\$10,697,000</b>	<b>\$5,300,000</b>
<b>(D) TOTAL PARKS CIP EXPENDITURES (A+B+C)</b>				<b>\$7,410,000</b>	<b>\$2,861,000</b>	<b>\$15,171,000</b>	<b>\$4,165,000</b>	<b>\$1,000,000</b>	<b>\$7,264,000</b>	<b>\$14,951,000</b>	<b>\$45,412,000</b>	<b>\$5,300,000</b>

PARKS CIP REVENUE		2020	2021	2022	2023	2024	2025	2026	6-Year Total
	Real Estate Excise Tax (REET)	\$3,000,000	\$3,000,000	\$3,400,000	\$3,400,000	\$3,400,000	\$3,400,000	\$3,400,000	\$20,000,000
	Park Impact Fees	\$440,000	\$440,000	\$467,500	\$467,500	\$467,500	\$467,500	\$467,500	\$2,777,500
	King County 2020-2025 Levy Funding	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	-	\$1,200,000
	King County TDR	-	-	-	-	-	-	-	\$0
	Operating Contribution - General Fund	-	-	-	-	-	-	-	\$0
	Investment Interest	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$180,000
	Anticipated Grants	-	-	\$50,000	-	\$50,000	-	\$50,000	\$150,000
<b>(E) TOTAL PARKS CIP REVENUE</b>		<b>\$3,710,000</b>	<b>\$3,710,000</b>	<b>\$4,187,500</b>	<b>\$4,137,500</b>	<b>\$4,187,500</b>	<b>\$4,137,500</b>	<b>\$3,947,500</b>	<b>\$24,307,500</b>

PARKS CIP FUND 6-YR OVERVIEW		2020	2021	2022	2023	2024	2025	2026
	Beginning Fund Balance	\$22,016,320	\$18,316,320	\$19,165,320	\$8,181,820	\$8,154,320	\$11,341,820	\$8,215,320
	Revenue -E)	\$3,710,000	\$3,710,000	\$4,187,500	\$4,137,500	\$4,187,500	\$4,137,500	\$3,947,500
	Expenditures -D)	\$7,410,000	\$2,861,000	\$15,171,000	\$4,165,000	\$1,000,000	\$7,264,000	\$14,951,000
<b>ENDING FUND BALANCE</b>		<b>\$18,316,320</b>	<b>\$19,165,320</b>	<b>\$8,181,820</b>	<b>\$8,154,320</b>	<b>\$11,341,820</b>	<b>\$8,215,320</b>	<b>-\$2,788,180</b>

NOTES:

\*Beaver Lake Park: This option to improve existing infields to synthetic turf is a recommendation of the recently completed Athletic Field study. The adopted master plan called for reducing the size of the 3 existing ballfields to little league to accommodate a fourth lighted synthetic turf soccer/lacrosse field. If built today, this option is estimated at \$14 million and includes the park entry relocation, parking lot expansion, rebuild of the pavillion and restroom building

This CIP identifies planning-level cost estimates and does not assume the value of volunteer or other non-City contributions. Detailed costing may be necessary for projects noted.  
This CIP is not an official budget and intended as a guiding document for City staff in the preparation of departmental budgets.



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## Memorandum

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**Date:** August 5, 2020  
**To:** City Council  
**From:** Sid Gupta, Parks & Recreation Commission Chair  
 Nancy Way, Parks & Recreation Commission Vice Chair  
**Re:** Draft 2021-2026 Parks Capital Improvement Plan

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At no other time in the City have Sammamish parks been more important to our citizens -- indeed they have provided a sanctuary to our community as we all face major health, economic, and cultural challenges. With that in mind, on behalf of the Parks and Recreation Commission, we present our 2021-2026 Parks Capital Improvement Plan (CIP). Through our recommendations, the Commission continues our commitment to creating an enduring parks and recreation legacy for Sammamish.

From the public input received through the 2018 Parks, Recreation, and Open Spaces (PRO) Plan, a clear desire for an increase in open space and land preservation by the City was established. With the acquisitions of Big Rock Park Central and Beaton Hill Park, Sammamish has made significant strides in these areas, and the Commission looks forward to carrying similar momentum in our Parks inventory through the coming years. Secondly, the statistically valid survey in the 2018 PRO Plan recognized a need for an increase in athletic field capacity in Sammamish. The recently completed Athletic Field Study helped to quantify those needs so as to prioritize projects. These comprise the majority of capital funding recommended in the CIP and would represent an important enhancement to the services provided to the residents of Sammamish.

Sammamish is a unique, vibrant community that deserves a similarly excellent system of Parks and Recreation. Especially taking current circumstances into account, it is incumbent upon the City to recommit to the mission of Sammamish Parks: contributing to the quality of life for the community by creating a legacy of diverse and quality parks, exceptional recreation programs, and protected natural resources.

### Our Vision

The Commission developed a vision statement to guide our process. The vision statement is as follows:

- Land acquisition for active and passive recreation will continue to increase.
- Parks and programs will serve all user groups.
- Parks will be designed with consideration of aesthetics, accessibility, educational opportunities, ecological value, and historical context.
- Trail miles and other non-motorized connections will increase significantly.
- The City will continue to pursue partnerships in the delivery of programs, park development, and land acquisition.

## **Recommendations**

Public input received to date, including that gathered through the 2018 PRO Plan, closely aligns with the following Parks Commission recommendations.

### **Land Acquisition and Trail Connections Must Continue to be a Top Priority:**

For many of our residents, our green space is what defines Sammamish. Land acquisition serves multiple goals important to the Council and the residents of Sammamish, including tree canopy preservation, natural stormwater control, protection of natural resources, and ensuring access to recreational opportunities. Even as short-term funding priority shifts toward athletic field capacity, the Commission believes that land acquisition for open space preservation and passive use provides a vital service that must continue to be pursued. This is borne out by feedback received in the 2018 PRO Plan. A robust trail network between parks amenities, including non-motorized connections to the East Lake Sammamish Trail, will create lasting, meaningful connectivity in the Sammamish community.

The Commission urges the Council to continue to support the land acquisition and future trail connection recommendations in the CIP.

### **Athletic Field Improvements:**

#### **Inglewood Middle School - Phase 1**

Continuing on our successful partnership with the Lake Washington School District (LWSD), we see tremendous opportunity to improve the fields at Inglewood Middle School. In March 2020, the Parks and Recreation Commission voted to support Layout Option 2, which would provide a full-sized multi-use field, a full-sized baseball field, a softball field, and an overlaid soccer/unified lacrosse field, all with synthetic turf. Layout Option 2 additionally provides a restroom facility connecting to existing onsite utilities, as well as utilizing existing parking capacity. The LWSD also has the opportunity to improve the track surrounding the football field in tandem with this project. The field capacity provided by these improvements grant Inglewood Middle School the highest priority in our recommendation for athletic field projects.

#### **Beaver Lake Park - Baseball Field Upgrades**

The 2010 Beaver Lake Park Master Plan identified significant changes throughout the entire park. The preferred plan included significant changes to the existing field arrangement, including reducing the size of the three existing fields of 60'-70' base path with 285' outfields to 200' grass outfields with synthetic turf infields (no lights), and introducing a new lighted synthetic turf multi-purpose field capable of supporting 12+ Soccer and Modified Unified Lacrosse. This improvement would add hundreds of playable hours to Beaver Lake Fields with the addition of the multipurpose synthetic turf field. While the Master Plan is still viable, the Athletic Field Study also explored the additional option of retaining the existing baseball/softball fields arrangement and replacing the backstops, converting the infields to synthetic turf, and improving the grass outfields. Although there is no new soccer field with this approach, retaining the existing configuration allows for a wider range of users on the baseball fields and for U-10 and below soccer teams to utilize the outfields.

#### **Blackwell Elementary**

This is a "found" opportunity for a field, as elementary school sites typically cannot accommodate full size fields, provided in a walkable space. Given the scarcity of flat land suitable for athletic fields in Sammamish and the existing onsite amenities, improvements to the Blackwell Elementary fields should, we recommend, be considered at the latter end of the 2021-2026 CIP.

**Master Plans**

The City recently acquired through purchase the land for Beaton Hill Park. Additionally, Sammamish anticipates the planned donation of Big Rock Park South. Given their proximity to the existing Big Rock Park parcels as well as the potential for public access via SE 20th St, the Commission strongly recommends master plans for Beaton Hill Park and Big Rock Park South.

**Background**

Staff reviewed projects identified in the 2018-2023 CIP Plan with the Parks & Recreation Commission in January and February and intended to discuss priorities and additions/deletions for the 2021-2026 Parks CIP in April. Due to COVID-19, the Parks & Recreation Commission meetings were cancelled in April & May. Therefore, staff sent the preliminary project list via email in May for the Parks & Recreation Commission to provide feedback on. Feedback was provided in mid-May and edits have been incorporated into the draft Parks CIP.

**Conclusion**

The Commission is pleased to bring its recommendations to the Council. We look forward to providing further input and collaboration in service of our healthy and sustainable community by connecting people to nature, play and culture.



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## Memorandum

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**Date:** August 05, 2020  
**To:** City Council  
**From:** Dave Rudat, City Manager  
 Anjali Myer, Parks, Recreation & Facilities Director  
**Re:** Draft 2021-2026 Facilities Capital Improvement Plan (CIP)

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### **Sammamish Facilities**

The City owns a total of twelve (12) major facilities:

- City Hall, 60,000 SF
- Maintenance and Operations Center (MOC), 20,600 SF
- Beaver Lake Lodge, 3,500 SF rental facility in Beaver Lake Park
- Beaver Lake Shop, 2,100 SF satellite maintenance shop in Beaver Lake Park
- Pine Lake Park Restrooms/concessions/lifeguard shack, 1,800 SF in Pine Lake Park
- Fire Stations #81 – Pine Lake (leased to ESFR)
- Fire Stations #82 – Sahalee Way (leased to ESFR)
- Fire Stations #83 – Issaquah Pine Lake Road (leased to ESFR)
- Recreation Center, 10,500 SF (leased to Boys and Girls Club)
- Sammamish Community and Aquatic Center, 69,000 SF (leased to the YMCA)
- Sween House, 2,000 SF (leased to Cross Path Counseling)
- Mars Hill Church 30,000 SF (leased to Central Washington University)

While each of the agreements is written slightly different, the day-to-day maintenance of the leased facilities is the responsibility of the tenant. Major maintenance of the facilities is the responsibility of the City (except for the Sammamish Community and Aquatic Center). The YMCA is responsible for the major maintenance of the Sammamish Community and Aquatic Center.

### **Facilities CIP Summary**

This is the City's first Capital Improvement Plan for Facilities. A facility capital project is defined as one with a cost greater than \$20,000 that extends or preserves the life of an asset. Within the list, the Facilities Division ranks all projects planned out over the next six years based on several criteria, including: public health, public safety, legal requirements, major maintenance, public benefit, energy efficiency, improving work conditions, reducing operating costs, joint use projects, and comprehensive and strategic planning. Priorities of High (A) Medium (B) and Low (C) have been identified for the six-year CIP.

### **Funding Sources**

There are currently no funding sources identified for Facilities. In past years, funds have been transferred from the General Fund for Facility construction or improvements as designated in the biennial budget.

**2021– 2026 Facilities CIP Highlights** *(Please see the CIP spreadsheet for a full list)***Fire Stations – Renovations and Improvements**

- Fire Stations are designed and intended for the sole purpose of housing Fire Department field personnel (Firefighters) and their applicable equipment to allow the fastest response possible to customers within their specific response area. In Sammamish, two of the three fire stations also have community rooms that are available for use by the public.
- Fire Station #81 was built in 1970, while Fire Stations #82 and #83 were built in the late 80s. A study of these existing facilities was completed in 2018 and the following major deficiencies were identified:
  1. The facilities do not meet the federally mandated ADA requirements for accessibility.
  2. The mechanical and electrical systems of the buildings are outdated and do not meet current code.
  3. The dorms in the facilities do not cater to current trends in gender neutrality and the preference for single occupant sleeping spaces and restrooms.
  4. The facilities lack a distinction between contaminated spaces, disinfecting areas and living or working environments.
- Fire Stations are considered essential facilities that require the structures to withstand and be operational after an event like high wind or an earthquake. While the current facilities do not meet these codes, the trigger to a mandatory seismic upgrade is defined as an alteration affecting more than 30% of the structural elements.
- Fire Stations #82 and #83 are approximately 7,500 sf each and handle a bulk of the calls for emergencies for the City of Sammamish. Fire Station #81 is smaller (5,000 sf) and currently provides an Aid unit response 24/7/365. Once the relocation of Issaquah Station #71 to East Lake Sammamish Parkway is complete, response from Station #81 will change. However, EF&R is planning on basing the Fire Corps Volunteer Program at Station #81 indefinitely.
- Fire Stations #82 and #83 have adequate room for an addition to the existing facility, that can be built to current codes without significantly altering the existing structure. Additionally, the apparatus bays can be left intact.
- A feasibility study for Fire Stations #82 and #83 is proposed to verify if the structures can be renovated and improved, rather than replaced. While the anticipated costs of replacement (design and construction) are estimated at approximately \$14 million per facility, the renovation could be significantly less. For now, we are including an allowance of \$2.75 million for Fire Station #82 and \$3.3 million for Fire Station #83.

**City Hall renovations, KCSO lease renewal**

- In order to effectively meet our growing needs, the City will require expanded workspace for its employees. With this in mind, the City issued a notice to the King County Sheriff's Office (KCSO) to terminate the lease of the 5,200 sf office space at City Hall. It is possible the City may be able to amend the lease to allow KCSO to use part of the space and turn over the rest to the City.
- The proposed improvements will look at a renovation of the existing KCSO space for city offices and exchange the smaller east wing of city offices (3,000 sf) with KCSO. The first steps will be to complete a staff needs analysis to verify that the gain of 2,200 SF is adequate for the City's needs.

**Property acquisition for maintenance and equipment storage yard (\$2,700,000).**

- To replace City-owned two-acre property currently used as a storage yard located at the future town center green spine. This request also includes funding for site development and material and equipment storage structures at the proposed storage yard. Costs include property purchase and site improvements.

**Updates** (since last presentation to City Council)

Staff presented a draft of the 2021-26 Parks CIP to City Council in 2's and 3's in June 2020. The changes since then have been to consider a renovation to the existing fire stations instead of a complete rebuild. While a feasibility analysis for this has not yet been completed, this approach, if viable, could save the City a significant amount of money.

**Attachments**

1. Draft 2021-2026 Facilities Capital Improvement Plan

*End of Memo*

**Draft Facilities Six-Year Capital Improvement Plan (2021-2026)**

Reference

No.	Priority	PROJECT	2020	2021	2022	2023	2024	2025	2026	2021-2026	Future Years
1	A	Fire Station #82, Sahalee - Renovation (allowance, pending feasibility study)		\$250,000	\$2,500,000					\$2,750,000	
2	A	Fire Station #83, Issaquah Pine Lake - Renovation (allowance, pending feasibility study)			\$300,000	\$3,000,000				\$3,300,000	
3	B	Fire Station #81 - Pine Lake Remove existing septic system, connect to SPWD Sewer system.		\$500,000						\$500,000	
4	C	Fire Station #81 Pine Lake - Replacement Per facility assessment prepared in 2018								\$0	\$7,200,000
5	B	City Hall - renovations and reconfiguration to accommodate growing staff needs and KCSO leased space. New entry for Police, create privacy conference room for citizen/police meetings, reconfigure the office space to improve functionality. Renovate existing KCSO space for city offices. Renovate existing second floor Parks, Recreation and Facility / Finance offices to be used by KCSO and Sammamish PD.		\$150,000	\$1,500,000	\$800,000				\$2,450,000	\$0
6	A	MOC - Building Improvements Project Design and build enclosed vehicle storage structure, upgrade facility lighting and HVAC control program, Create additional office/ meeting space. HVAC improvements, site fencing and CCTV camera installation. Approved Budget 301-000-594-73-6200 and 001-019-518-30-48-01	\$1,315,000							\$0	
7	B	Property acquisition for Maintenance and equipment storage yard Replacement property for Sween house storage yard.		\$2,000,000						\$2,000,000	
8	B	Property improvements for Maintenance and equipment storage yard Site development, security, storage sheds and racks for equipment. Improvements to the property.			\$700,000					\$700,000	
9	A	Boys and Girls Club- Parking lot (pending negotiations with tenant) Create secure parking for 30 city vehicles at the upper portion of the parking lot. The work to include automatic gates, fencing, Access Control and CCTV		\$200,000						\$200,000	
10	B	Pine Lake Park Restroom Structure - Renovation ADA improvements per Facility ADA Assessment.			\$75,000					\$75,000	\$0
11	B	Beaver Lake Lodge - Restroom Internal Renovation Replace toilet fixtures, toilet compartments and plumbing fixtures per Facility ADA assessment.			\$75,000					\$75,000	\$0
12	B	PLACE HOLDER: Big Rock Park structures Upgrades to comply with ADA regulations ,Demolition and Capital facility Improvements. Pending Parks, Rec and Facility needs assessment study.			\$300,000					\$300,000	
13	B	Beaver Lake Shop - Remodel Interior remodel, HVAC, electrical and plumbing upgrade, ADA improvements, overhead door replacement, gate/fence replacement, security upgrade and parking. Pending final recommendations from building capacity analysis. 150K A&E design fees, 600K renovation estimate					\$150,000	\$600,000		\$750,000	\$0
14	B	MOC - Site Improvements Create Additional 30 Vehicle Parking at the existing storm pond. \$400,000 Professional services , \$1,600,000 construction				\$400,000	\$1,600,000			\$2,000,000	
15	C	PLACE HOLDER: Property purchase for New Maintenance Facility for the south of the city Land for Future maintenance facility to meet the City's growing needs. Design and Construction of facility in future years.				\$10,000,000				\$10,000,000	\$10,000,000
16	C	Beaver Lake Lodge & Shop - Sanitary Sewer Connection Preliminary cost estimate only including the connection and construction of the sewer line. Will also connect the park restroom buildings to sewer.								\$0	\$2,000,000
<b>FACILITY CAPITAL PROJECTS TOTAL</b>			<b>\$1,315,000</b>	<b>\$3,100,000</b>	<b>\$5,450,000</b>	<b>\$14,200,000</b>	<b>\$1,750,000</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$25,100,000</b>	<b>\$19,200,000</b>



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## Memorandum

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**Date:** August 5, 2020  
**To:** City Council  
**From:** Dave Rudat, City Manager  
 Cheryl Paston, Interim Public Works Director  
**Re:** Draft 2021-2026 Stormwater Capital Improvement Plan

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### Summary

Attached are the draft 2021-2026 Stormwater Capital Improvement Plan (SWCIP) (Att 1) and a map showing the locations where funding on projects is proposed for 2021-2022 (Att 2) for discussion at the Council's August 11<sup>th</sup> meeting. The SWCIP is comprised of the storm costs for transportation projects and programs, and stormwater projects and programs. The 2021 and 2022 projected expenditures are \$2,725,000 and \$1,665,000, respectively. The Ending Fund Balance for 2021 and 2022 are \$3,022,000 and \$3,887,500, respectively. The funding sources for the SWCIP are the Surface Water fees, Developer Contribution fees, interest, and grants from various state and local agencies.

The criteria for the high priority transportation projects are generally as follows:

- High: Projects in construction, failing concurrency intersections, projects with grant funding, safety improvements, and projects that will address segment/corridor failures should the segment and corridor concurrency level of service be incorporated back into the Comprehensive Plan.
- Medium: Projects in design, programs to address needs as they arise during the year
- Low: Projects that address minor problems

The criteria for prioritizing the stormwater projects are generally as follows:

- High: Projects with grant funding, in construction or is the KC 2001 Contract
- Medium: Projects that address flooding, reduce ongoing maintenance, implement basin plan recommendations, or to acquire property
- Low: Projects that address minor or drainage issues or provide for financial partnerships with the community to make minor improvements to city-owned stormwater facilities such as planting native plants in stormwater ponds.

### Attachment

1. Draft 2021-2026 Stormwater Capital Improvement Plan
2. Map

Attachment 1  
2021-2026 STORMWATER CAPITAL IMPROVEMENT PLAN (Fund 438)

DRAFT

New
Projects planned to be constructed within six year timeframe. TR-B through TR-E and SW-A through SW-E are to address needs as they arise or are for small projects currently underway.
Includes concurrency intersection(s)
Includes concurrency intersection failure(s)
Estimate reallocation

Priority	No.	Project No.	PROJECT	2021	2022	2023	2024	2025	2026	6-Year Total	Prior Years thru 2020	Future Years	Total Project Cost
<b>STORMWATER COMPONENT OF TIP CONCURRENCY PROJECTS*</b>													
H	10	TR-02	Issaquah Pine-Lake Rd: Klahanie Blvd to SE 32nd Way, Ph 1 Widen to 3 lanes with bike lanes, curb, gutter, sidewalk, roundabout and ITS. Stormwater component of project.	0	0	0	0	0	0	0	0	2,200,000	2,200,000
H	11	TR-04	East Lake Sammamish Parkway SE / SE 24th Way Intersection Add turn pocket and acceleration lane on ELSP, separate turn lanes on SE 24th, mini roundabout or signal. Stormwater component of project.	0	0	60,000	0	0	0	60,000	0	0	60,000
H	12	TR-53	Sahalee Way/NE 28th Pl/223rd Ave NE Install signal and ITS. Stormwater component of project.	0	0	0	150,000	0	0	150,000	0	0	150,000
H	13	TR-55	242nd Ave NE/NE 8th St Add westbound right turn pocket, widen NE 8th. Stormwater component of project.	0	0	0	0	0	100,000	100,000	0	0	100,000
H	14	TR-07	Issaquah-Fall City Rd: 42nd Avenue SE to Klahanie Dr SE, Ph 1 Widen to 5 lanes with median/TWLT lane with bike lanes, curb, gutter and sidewalk. Stormwater component of project.	300,000	0	0	0	0	0	300,000	1,215,923	0	1,515,923
H	15	TR-08	Issaquah-Fall City Rd: Klahanie Dr SE to Beaver Lake Rd, Ph 2 Widen to 5 lanes with median/TWLT lane with bike lanes, curb, gutter and sidewalk. Stormwater component of project.	0	0	0	1,000,000	0	0	1,000,000	0	0	1,000,000
H	16	TR-61	Sahalee Way NE/NE 36th St Construct signal and ITS. Stormwater component of project.	0	0	150,000	0	0	0	150,000	0	0	150,000
M	17	TR-03	Issaquah Pine-Lake Rd: SE 48th to Klahanie Blvd, Ph 2 Widen to 5 lanes with median/TWLT lane with bike lanes, curb, gutter and sidewalk. Stormwater component of project.	0	0	0	0	0	0	0	0	3,000,000	3,000,000
M	18	TR-60	Sahalee Way Corridor Nonmotorized Safety Improvements Add sidewalks and bike lanes on at least one side from NE 12th Pl to the north City limits	0	0	0	4,480,000	0	0	4,480,000	0	0	4,480,000
<b>(A) SUBTOTAL STORMWATER COMPONENT OF TIP CONCURRENCY PROJECTS</b>				<b>300,000</b>	<b>0</b>	<b>210,000</b>	<b>5,630,000</b>	<b>0</b>	<b>100,000</b>	<b>6,240,000</b>	<b>1,632,663</b>	<b>5,200,000</b>	<b>13,072,663</b>
<b>STORMWATER COMPONENT OF TIP GENERAL PROJECTS*</b>													
M	19	TR-18	SE 8th St/218th Ave SE: 212th Ave SE to SE 4th St Study Analyze capacity and safety improvements needed to accommodate increased traffic volumes and pedestrian use. Stormwater component.	0	0	0	0	0	0	0	0	1,500,000	1,500,000
M	20	TR-42	218th Ave SE/216th Av SE: SE 4th St to Inglewood Hill Rd NE Analyze capacity and safety improvements needed to accommodate increased traffic volumes and pedestrian use. Stormwater component.	0	0	0	0	0	0	0	0	1,000,000	1,000,000
L	21	TR-63	212 Ave SE/SE 16th St Road Replacement Replace portion of SE 212th between SE 14th PL and SE 18th St to repair damage from flooding and to reduce future road closures due to flooding. Construct large culvert(s) or bridge and new roadway with walls.	0	0	0	0	0	0	0	0	10,000,000	10,000,000
<b>(B) SUBTOTAL STORMWATER COMPONENT OF TIP GENERAL PROJECTS</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,500,000</b>	<b>12,500,000</b>
<b>STORMWATER COMPONENT OF OTHER TIP PROGRAMS*</b>													
H	22	TR-C	Sidewalk Projects Various sidewalk projects, including gap projects, extensions, safety improvements. Stormwater component of project.	25,000	25,000	25,000	25,000	25,000	25,000	150,000	0	Same annual funding	150,000

2021-2026 STORMWATER CAPITAL IMPROVEMENT PLAN (Fund 438)

DRAFT

New
Projects planned to be constructed within six year timeframe. TR-B through TR-E and SW-A through SW-E are to address needs as they arise or are for small projects currently underway.
Includes concurrency intersection(s)
Includes concurrency intersection failure(s)
Estimate reallocation

Priority	No.	Project No.	PROJECT	2021	2022	2023	2024	2025	2026	6-Year Total	Prior Years thru 2020	Future Years	Total Project Cost
H	23	TR-D	<b>Intersection and Safety Improvements</b> Various intersection and other safety improvements.	25,000	25,000	25,000	25,000	25,000	25,000	150,000	0	Same annual funding	150,000
H	24	TR-E	<b>Neighborhood CIP</b> Safety improvements including gap projects, bike routes, pedestrian safety and school zone safety. Stormwater component of project.	15,000	15,000	15,000	15,000	15,000	15,000	90,000	0	Same annual funding	90,000
M	25	TR-B	<b>Non-motorized Transportation Projects</b> Provide sidewalks, trails, bikeways and/or paths at various locations throughout the City. Stormwater component of projects.	125,000	125,000	125,000	125,000	125,000	125,000	750,000	0	Same annual funding	750,000
<b>(C) SUBTOTAL STORMWATER COMPONENT OF OTHER TIP PROGRAMS</b>				<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>390,000</b>	<b>0</b>	<b>0</b>	<b>390,000</b>
<b>(D) TOTAL STORMWATER COMPONENT OF ALL TIP PROJECTS (A+B+C)</b>				<b>365,000</b>	<b>65,000</b>	<b>275,000</b>	<b>5,695,000</b>	<b>65,000</b>	<b>165,000</b>	<b>6,630,000</b>	<b>1,632,663</b>	<b>17,700,000</b>	<b>25,962,663</b>
<b>STORMWATER CIP PROJECTS</b>													
H	18	SW-05	<b>George Davis Creek Fish Passage Culvert Project</b> Install fish passable culvert under E Lake Sammamish Parkway.	3,000,000	50,000	0	0	0	0	3,050,000	4,500,000	0	7,550,000
H	17	SW-04	<b>Ebright Creek Fish Passage Culvert Project</b> Install fish passable culvert under E. Lake Sammamish Parkway.	1,600,000	0	0	0	0	0	1,600,000	400,000	0	2,000,000
M	20	SW-11	<b>Hazel Wolf Culvert Improvement Project</b> Replace culvert to increase capacity between Hazel Wolf Wetland and Beaver Lake to reduce flooding.	150,000	500,000	0	0	0	0	650,000	0	0	650,000
M	21	SW-12	<b>248th Ave Culvert, SE 21st PI to SE 24th St Ditch/Culvert Reconstruction</b> Reconstruct vegetation-choked ditch and replace under-sized culverts to reduce water in the public Right-of-Way.	0	150,000	500,000	0	0	0	650,000	0	0	650,000
M	23	SW-13	<b>Loree Estates Outfall Diversion</b> Construct new storm pipe in the City Right-of-Way to re-direct water away from private property.	0	250,000	0	0	0	0	250,000	55,000	0	305,000
M	16	SW-01	<b>Towncenter Regional Stormwater Plan</b> Study regional stormwater facilities option in the Town Center. Construction of any planned facilities will require additional funds.	0	0	0	0	0	0	0	0	0	0
L		SW-##	<b>Louis Thompson Road Tightline: 205th Ave NE to 210th Ave NE</b> Install storm pipe, flow control, water quality and nonmotorized facilities.	0	0	0	0	0	0	0	0	0	0
L	22	SW-14	<b>Trossachs Pond Gabion Wall Repair</b> Repair a degraded gabion wall within a stormwater pond located in Trossachs near 267th PI SE.	0	0	0	350,000	0	0	350,000	0	0	350,000
<b>(E) SUBTOTAL STORMWATER CIP PROJECTS</b>				<b>1,750,000</b>	<b>900,000</b>	<b>500,000</b>	<b>350,000</b>	<b>0</b>	<b>0</b>	<b>3,500,000</b>	<b>455,000</b>	<b>0</b>	<b>3,955,000</b>

2021-2026 STORMWATER CAPITAL IMPROVEMENT PLAN (Fund 438)

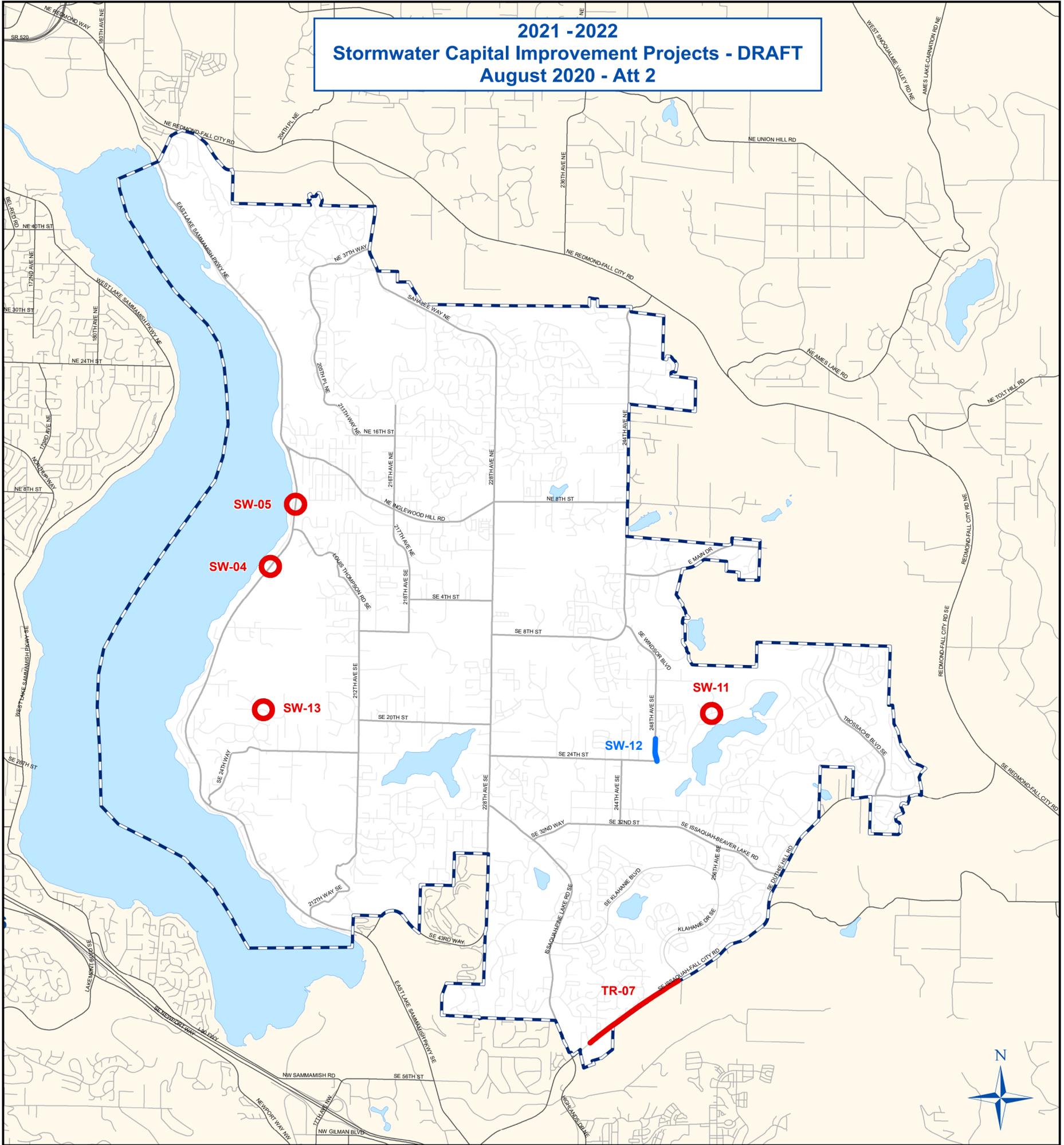
DRAFT

New
Projects planned to be constructed within six year timeframe. TR-B through TR-E and SW-A through SW-E are to address needs as they arise or are for small projects currently underway.
Includes concurrency intersection(s)
Includes concurrency intersection failure(s)
Estimate reallocation

Priority	No.	Project No.	PROJECT	2021	2022	2023	2024	2025	2026	6-Year Total	Prior Years thru 2020	Future Years	Total Project Cost
<b>OTHER STORMWATER CIP PROGRAMS</b>													
M	24	SW-A	<b>Stormwater Property Acquisition Fund</b> Acquire land for future stormwater facilities as opportunities become available, including leveraging Parks CIP Land Acquisition funds.	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000			
L	25	SW-B	<b>Stormwater Opportunity Fund</b> Community and interdepartmental partnerships to improve existing stormwater facilities and to provide matching funds for future stormwater grants.	50,000	50,000	50,000	50,000	50,000	50,000	300,000			
M	26	SW-C	<b>Basin Plan &amp; Retrofit Project Implementation</b> Implement priority stormwater, water quality or habitat improvement projects identified in the basin plans.	150,000	250,000	250,000	250,000	250,000	250,000	1,400,000			
M	27	SW-D	<b>Neighborhood Drainage Capital Resolutions</b> Ongoing program to address minor flooding or drainage issues in a variety of Sammamish neighborhoods.	150,000	150,000	150,000	150,000	150,000	150,000	900,000			
H	28	SW-G	<b>KC Contract 2001 Principal &amp; Interest</b>	10,256	0	0	0	0	0	10,256			
<b>(F) SUBTOTAL OTHER STORMWATER CIP PROGRAMS</b>				<b>610,256</b>	<b>700,000</b>	<b>700,000</b>	<b>700,000</b>	<b>700,000</b>	<b>700,000</b>	<b>4,110,256</b>			
<b>(G) TOTAL STORMWATER CIP EXPENDITURES (D+E+F)</b>				<b>2,725,256</b>	<b>1,665,000</b>	<b>1,475,000</b>	<b>6,745,000</b>	<b>765,000</b>	<b>865,000</b>	<b>14,240,256</b>			
<b>STORMWATER CIP REVENUE</b>				<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>TOTAL</b>			
			Developer Contributions	150,000	300,000	300,000	300,000	300,000	300,000	1,650,000			Assumes moratorium on new development for
			Operating Transfer In - SWM Operations - Fund 408	1,951,951	2,074,840	2,208,131	2,567,660	2,284,103	2,553,731	13,640,416			
			Investment Interest	8,800	5,500	6,500	2,500	0	0	23,300			Assumes interest rates remain very low-used
			WA State RCO Design Grant - George Davis	100,000						100,000			
			King Conservation District Grant - George Davis	90,000						90,000			
			KCFCD Sub-Regional Opportunity Fund - George Davis	540,000						540,000			
			WRIA 8 Cooperative Watershed Management Grant - George Davis	300,000						300,000			
			WA State RCO Design Grant - Ebright	2,000						2,000			
			WRIA 8 Cooperative Watershed Management Grant - Ebright	85,685						85,685			
			Anticipated Future Grants		150,000	150,000	150,000	150,000	150,000	750,000			
<b>(H) TOTAL STORMWATER CIP REVENUE</b>				<b>3,228,436</b>	<b>2,530,340</b>	<b>2,664,631</b>	<b>3,020,160</b>	<b>2,734,103</b>	<b>3,003,731</b>	<b>17,181,401</b>			
<b>Stormwater CIP Fund 6-year Overview</b>				<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>				
			(I) Beginning Fund Balance	2,518,780	3,021,960	3,887,300	5,076,931	1,352,091	3,321,194				
			(H) Revenue	3,228,436	2,530,340	2,664,631	3,020,160	2,734,103	3,003,731				
			(G) Expenditures	2,725,256	1,665,000	1,475,000	6,745,000	765,000	865,000				
			<b>(J) Ending Fund Balance (I+H-G)</b>	<b>3,021,960</b>	<b>3,887,300</b>	<b>5,076,931</b>	<b>1,352,091</b>	<b>3,321,194</b>	<b>5,459,925</b>				

\* Funds not needed unless associated projects/programs are funded in TIP

**2021 - 2022  
Stormwater Capital Improvement Projects - DRAFT  
August 2020 - Att 2**



**Construction To Be Completed**

- TR-07: Issaquah-Fall City Rd Ph 1: 242nd Ave SE to Klahanie Dr SE
- SW-04: Ebright Creek Fish Passage Culvert
- SW-05: George Davis Creek Fish Passage Culvert
- SW-11: Hazel Wolf Culvert Replacement
- SW-13: Loree Estates Outfall Diversion

**Design**

- SW-12: 248th Ave SE, SE 21st Pl to SE 24th St Ditch / Culvert Reconstruction

**TR-07** Project Location & Number

City Limits

0 0.5 1  
Miles



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

## Memorandum

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**Date:** August 5, 2020  
**To:** City Council  
**From:** Dave Rudat, City Manager  
 Cheryl Paston, Interim Public Works Director  
**Re:** Draft 2021-2026 Transportation Capital Improvement Plan

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### Summary

Attached are two versions of the draft 2021-2026 Transportation Capital Improvement Plan (TCIP) for discussion at the Council's August 11<sup>th</sup> meeting. They are comprised of the proposed transportation projects and programs. The presentation at the August 11<sup>th</sup> meeting will focus on the upcoming biennium. The funding sources for the TCIP include Real Estate Excise Taxes, Traffic Impact Fees, Mitigation Fees, interest, State and Federal grants, and a minor amount in contributions from private sources. The costs for the stormwater component of the TCIP projects are funded by Surface Water fees, Developer Contribution fees, and interest.

Criteria for prioritizing the projects are generally as follows:

- High: Projects in construction, failing concurrency intersections, projects with grant funding, safety improvements, and projects that will address segment/corridor failures should the segment and corridor concurrency level of service be incorporated back into the Comprehensive Plan.
- Medium: Projects in design, programs to address needs as they arise during the year
- Low: Projects that address minor problems

Note that TR-63: 212<sup>th</sup> Avenue SE/SE 16<sup>th</sup> St Replacement project may need significant repairs or a full replacement. This was the location of the recent sidewalk failure where the road crosses Ebright Creek. We have not yet done any preliminary analysis to determine the scope, cost or urgency.

Attachment 1 is a revised version as that presented to Council at the June 23<sup>rd</sup> meeting. Please see the legend regarding the changes that were made. The 2021 and 2022 projected expenditures are \$9,460,000 and \$6,580,000, respectively. The Unrestricted Ending Fund Balance (UEFB) for 2021 and 2022 are **(\$5,610,500)** and **(\$8,540,600)**, respectively. Attachment 2 shows the location of the projects that has funding in 2021 and 2022.

Attachment 3 significantly reduces the workload from that shown in Attachment 1 in order to bring the 2021 and 2022 UEFBS to a positive amount. Please see the legend regarding the changes that were made from the June 23<sup>rd</sup> Council meeting. This results in 2021 and 2022 projected expenditures of \$3,190,000 and \$3,680,000, respectively. The UEFBS for 2021 and 2022 are \$59,000 and \$80,000, respectively. Attachment 4 shows the location of the projects that has funding in 2021 and 2022.

There is a positive balance in the Traffic Impact Fees (TIF) of approximately \$5,500,000 at the end of 2020. However, the current TIF does not include Issaquah Fall City Road so TIF funds cannot be spent on it. The fee was proposed to be updated last year but because the Council had not approved the Sahalee Way scope and cost estimate, that work was put on hold. In addition, the draft 2021-2026 TIP has not yet been adopted so updating the TIF will remain on hold until it is.

**Attachments**

1. Draft 2021-2026 Transportation Capital Improvement Plan Negative Unrestricted Ending Fund Balance
2. Map for Att 1
3. Draft 2021-2026 Transportation Capital Improvement Plan Positive Unrestricted Ending Fund Balance
4. Map for Att 2

**Attachment 1**  
**2021-2026 SIX-YEAR TRANSPORTATION CAPITAL IMPROVEMENT PLAN (Fund 340) - DRAFT**  
 Costs rounded to nearest \$10,000

New project, scope changes
Projects planned to be constructed within six year timeframe. TR-B through TR-G are placeholders to address needs as they arise.
Includes concurrency intersection(s)
Includes concurrency intersection failure(s)
Schedule change only
Estimate reallocation and schedule change

Priority	No.	Project No.	PROJECT	FUND 340 PROJECT COSTS													
				2021	2022	2023	2024	2025	2026	6-Year Total	Projected 2020 Expend	2015-2019 Expend	Future Years	Fund 340 Total Costs	Fund 438 Total Costs	Total Project Costs	
H	1	TR-02	Issaquah-Pine Lake Rd: Klahanie Blvd to SE 32nd, Ph 1 Widen to 3 lanes with bike lanes, curb, gutter, sidewalk, roundabout and ITS.	1,200,000	500,000	0	0	0	0	0	1,700,000	1,000,000	820,000	16,500,000	20,020,000	2,200,000	22,220,000
H	2	TR-04	East Lake Sammamish Parkway SE / SE 24th Way Intersection Add turn pocket and acceleration lane on ELSF, separate turn lanes on SE 24th, mini roundabout.	0	800,000	3,920,000	0	0	0	0	4,720,000	0	0	0	4,720,000	60,000	4,780,000
H	3	TR-39	256th Ave SE/E Beaver Lake Dr SE/Issaquah Beaver Lake Rd Construct permanent roundabout.	0	0	0	0	200,000	550,000	750,000	0	0	0	750,000	0	750,000	
H	4	TR-45	SE 32nd St/244th Ave SE Intersection Improvement Install all-way stop control and pedestrian improvements.	150,000	0	0	0	0	0	150,000	0	0	0	150,000	0	150,000	
H	5	TR-53	Sahalee Way/NE 28th Pl/223rd Ave NE Install signal and ITS.	0	0	250,000	1,360,000	0	0	1,610,000	0	0	0	1,610,000	150,000	1,760,000	
H	6	TR-54	228th Ave/SE 40th Create center turn lane on 228th, modify median on SE 40th.	0	0	0	0	180,000	670,000	850,000	0	0	0	850,000	0	850,000	
H	7	TR-55	242nd Ave NE/NE 8th St Add westbound right turn pocket, widen NE 8th	0	0	0	250,000	750,000	1,000,000	2,000,000	0	0	0	2,000,000	100,000	2,100,000	
H	8	TR-07	Issaquah-Fall City Rd: 242nd Avenue SE to Klahanie Dr SE (Phase 1) Widen to 5 lanes with bike lanes, curb, gutter and sidewalk. Project will also construct TR-51, TR-52, and TR-39 (temp roundabout), whose costs are included here.	2,000,000	0	0	0	0	0	2,000,000	18,000,000	7,380,000	0	27,380,000	1,500,000	28,880,000	
H	9	TR-08	Issaquah-Fall City Rd: Klahanie Dr SE to Issaquah-Beaver Lk Rd, Ph 2 Widen to 3 lanes with bike lanes, curb, gutter and sidewalk	1,000,000	1,000,000	9,500,000	9,000,000	0	0	20,500,000	1,000,000	0	0	21,500,000	1,000,000	22,500,000	
H	10	TR-19	Intelligent Transportation System (ITS) Ph 2 - 228th Ave/Sahalee Way Install ITS from NE 12th Pl to SR202, connect to WSDOT & Redmond traffic monitoring systems, construct Traffic Management Center at City Hall.	500,000	0	0	0	0	0	500,000	2,067,000	880,000	0	3,447,000	0	3,450,000	
H	11	TR-60	Sahalee Way Corridor Nonmotorized Safety Improvements Add sidewalks and bike lanes on at least one side from NE 12th Pl to the north City Limits	2,190,000	2,500,000	8,000,000	10,170,000	0	0	22,860,000	60,000	0	0	22,920,000	4,480,000	27,400,000	
H	12	TR-61	Sahalee Way NE/NE 36th St Construct signal and ITS	0	0	300,000	0	0	0	300,000	0	0	0	300,000	150,000	450,000	
N/A	13	TR-48	<del>Sahalee-North City Limits to SR202</del>	0	0	0	0	0	0	0	0	0	0	0	0	0	
N/A	14	TR-06B	<del>Sahalee-Way-NE-NE 26th-Way-to-North-City-Limits Widen to 3 lanes with bike lanes, curb, gutter and sidewalk one side, widened shoulder.</del>	0	0	0	0	0	0	0	0	450,000	0	450,000	0	450,000	
N/A	15	TR-06A	<del>Sahalee-Way-NE-NE 12th-Pl-to-NE 26th-Way Widen to 3 lanes with bike lanes, curb, gutter, turn lanes, sidewalk on one side. Signal improvements at NE 14th and NE 19th Dr.</del>	0	0	0	0	0	0	0	0	0	0	0	0	0	
M	16	TR-03	Issaquah-Pine Lake Rd: SE 48th St to Klahanie Blvd, Ph 2 Widen to 5 lanes with bike lanes, curb, gutter and sidewalk.	0	0	0	0	0	0	0	0	0	29,512,000	29,512,000	3,000,000	32,510,000	
M	17	TR-18	SE 8th Street/218th Avenue SE: 212th Avenue SE to SE 4th Street Study Analyze capacity and safety improvements needed to accommodate increased traffic volumes and pedestrian use.	0	0	0	0	0	0	0	200,000	80,000	13,270,000	13,550,000	1,500,000	15,050,000	
M	18	TR-42	218th Avenue SE/216th Avenue SE: SE 4th Street to Inglewood Hill Road NE Analysis Analyze capacity and safety improvements needed to accommodate increased traffic volumes and pedestrian use.	0	0	0	0	0	0	0	150,000	80,000	6,000,000	6,230,000	1,000,000	7,230,000	
M	19	TR-62	Intelligent Transportation System (ITS), Ph 3 - Variable Message Signs & CCTV Cameras Install permanent real-time traffic VMS on 228th near Inglewood and IRLR, and Closed Circuit TV cameras at ~40 intersections.	100,000	0	0	0	0	0	100,000	0	0	0	100,000	0	100,000	
M	20	TR-64	East Lake Sammamish Parkway: Inglewood Hill to N. City Limits Corridor Widening Add lanes for vehicular capacity.	0	0	0	0	0	0	0	0	0	0	0	0	0	
L	21	TR-34	228th Avenue SE: SE 8th Street & SE 10th Street Intersections Study Analyze widening/adding lanes or installing a roundabout to improve operations.	0	0	0	0	0	0	0	0	0	4,700,000	4,700,000	0	4,700,000	
L	22	TR-63	212 Ave SE/SE 16th St Replacement Replace portion of SE 212th between SE 14th Pl and SE 18th St damaged by highwater and flooding. Construct bridge and new roadway with walls.	0	0	0	0	0	0	0	0	0	15,000,000	15,000,000	250,000	15,250,000	
L	23	TR-New	Louis Thompson Road Tightline: 205th Ave NE to 210th Ave NE Install storm pipe, flow control, water quality and nonmotorized facilities.	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>PROGRAMS</b>																	

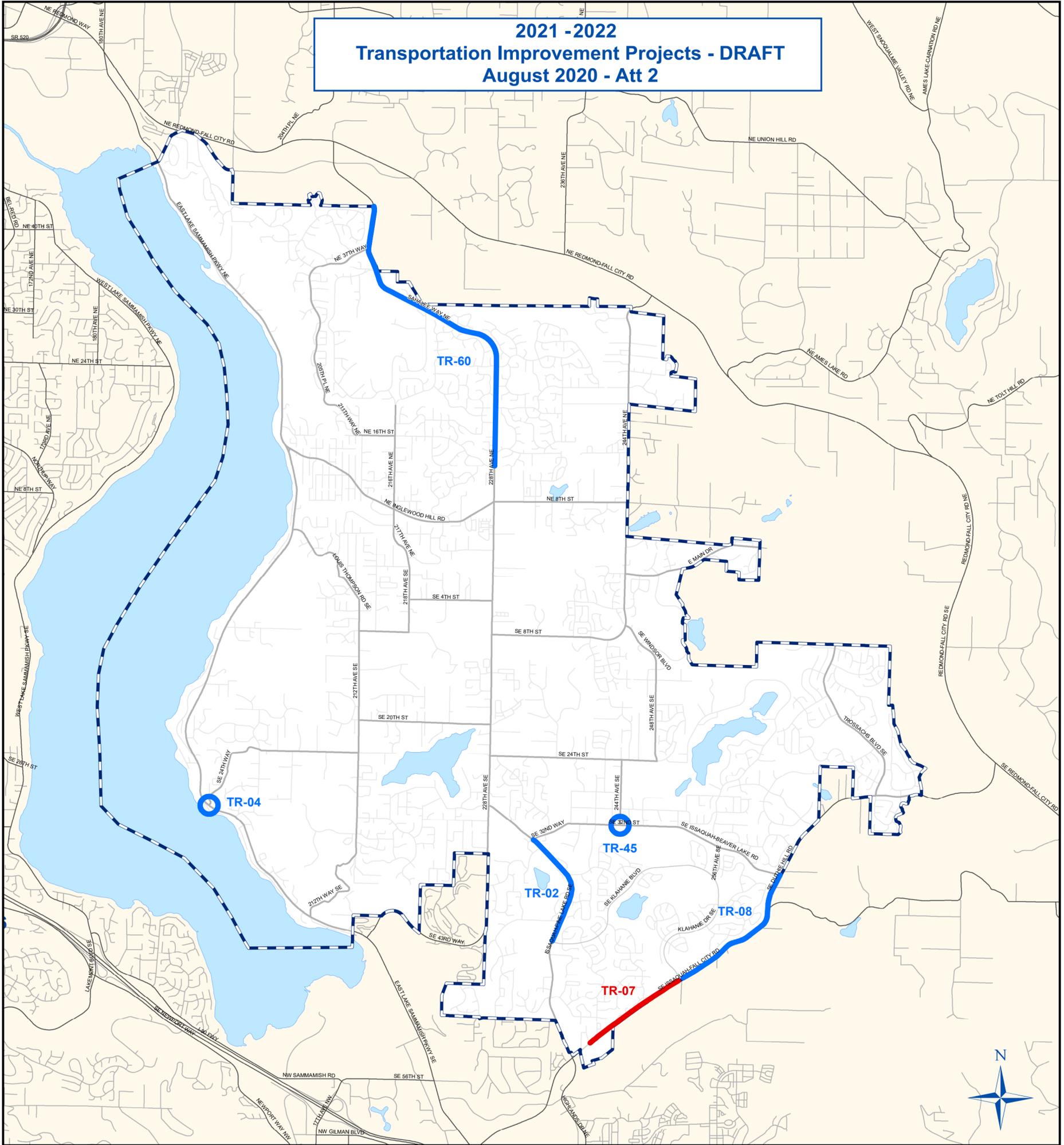
8/5/2020

Estimate reallocation and schedule change				FUND 340 PROJECT COSTS												
Priority	No.	Project No.	PROJECT	2021	2022	2023	2024	2025	2026	6-Year Total	Projected 2020 Expend	2015-2019 Expend	Future Years	Fund 340 Total Costs	Fund 438 Total Costs	Total Project Costs
H	24	TR-A	Public Works Trust Fund Loan Repayment 228th Ave NE Improvements	540,000	0	0	0	0	0	540,000	0	550,000	0	1,090,000	0	1,090,000
H	25	TR-D	Intersection and Safety Improvements Intersection/other safety improvements, including channelization, signing, signalization, and/or other traffic control devices.	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	540,000	0	Same annual funding	1,200,000	150,000	1,350,000
H	26	TR-E	Neighborhood CIP Safety improvements including gap projects, bike routes, pedestrian safety and school zone safety.	100,000	100,000	100,000	100,000	100,000	100,000	600,000	0	0	Same annual funding	600,000	90,000	690,000
H	27	TR-G	School Zone Safety Improvements In conjunction with Issaquah & Lake Washington School Districts, provide safety improvements in the City's various school zones.	50,000	50,000	50,000	50,000	50,000	50,000	300,000	50,000	40,000	Same annual funding	340,000	0	340,000
H	28	TR-H	Capital Contingency Reserve Placeholder Reserve fund for capital projects and to address other unforeseen circumstances that may arise.	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	0	0	Same annual funding	3,000,000	0	3,000,000
M	29	TR-B	Non-motorized Transportation Projects Sidewalks, trails, bikeways and paths, etc.	750,000	750,000	750,000	750,000	750,000	750,000	4,500,000	0	0	Same annual funding	4,500,000	750,000	5,250,000
M	30	TR-C	Sidewalk Projects Various sidewalk projects, includes gap projects, extensions, safety improvements.	160,000	160,000	160,000	160,000	160,000	160,000	960,000	0	0	Same annual funding	960,000	150,000	1,110,000
L	31	TR-F	Street Lighting Program Provide street lighting at high priority locations with significant safety issues that can be addressed through better street lighting.	15,000	15,000	15,000	15,000	15,000	15,000	90,000	15,000	0	Same annual funding	90,000	0	90,000
<b>TOTAL</b>				<b>9,460,000</b>	<b>6,580,000</b>	<b>23,750,000</b>	<b>22,560,000</b>	<b>2,910,000</b>	<b>4,000,000</b>	<b>69,230,000</b>	<b>29,730,000</b>	<b>20,390,000</b>	<b>85,330,000</b>	<b>204,080,000</b>	<b>16,990,000</b>	<b>221,070,000</b>
<b>TOTAL TIP EXPENDITURES</b>				<b>9,460,000</b>	<b>6,580,000</b>	<b>23,750,000</b>	<b>22,560,000</b>	<b>2,910,000</b>	<b>4,000,000</b>	<b>69,230,000</b>	<b>29,730,000</b>	<b>20,390,000</b>	<b>85,330,000</b>	<b>204,080,000</b>	<b>16,990,000</b>	<b>221,070,000</b>

TIP Funding Source	6 Year Projection					
	2021	2022	2023	2024	2025	2026
Beginning Fund Balance*	\$ 5,661,900	\$ 50,900	\$ (2,449,100)	\$ (18,019,100)	\$ (36,899,100)	\$ (36,129,100)
Real Estate Excise Tax (REET)	2,800,000	3,400,000	3,000,000	3,000,000	3,000,000	3,000,000
Impact Fees	640,000	680,000	680,000	680,000	680,000	680,000
Interest	20,000					
Awarded Grants-ITS	389,000					
Awarded Grants-Iss-FC Road			1,500,000			
SE 4th TIB						
SE 4th Utility Reimbursement						
Anticipated Grants**			3,000,000			
<b>Total</b>	<b>\$ 9,510,900</b>	<b>\$ 4,130,900</b>	<b>\$ 5,730,900</b>	<b>\$ (14,339,100)</b>	<b>\$ (33,219,100)</b>	<b>\$ (32,449,100)</b>
<b>Total Ending Fund Balance</b>	<b>\$ 50,900</b>	<b>\$ (2,449,100)</b>	<b>\$ (18,019,100)</b>	<b>\$ (36,899,100)</b>	<b>\$ (36,129,100)</b>	<b>\$ (36,449,100)</b>
<b>Restricted Ending Fund Balance</b>	<b>\$ (5,661,469)</b>	<b>\$ (6,091,469)</b>	<b>\$ (6,771,469)</b>	<b>\$ (7,451,469)</b>	<b>\$ (8,131,469)</b>	<b>\$ (8,811,469)</b>
<b>Unrestricted Ending Fund Balance</b>	<b>\$ (5,610,569)</b>	<b>\$ (8,540,569)</b>	<b>\$ (24,790,569)</b>	<b>\$ (44,350,569)</b>	<b>\$ (44,260,569)</b>	<b>\$ (45,260,569)</b>

\*\*Other funding sources that could reasonably be expected include Grants (TIB, PSRC, etc.), Loans, Bonded Debt, and available resources from the General Fund.  
Restricted EFB = Impact and mitigation fees restricted to specific projects. For the 2021 to 2026 projection assumed only IPLR was eligible for impact fee funding at 50% of project costs.

**2021 - 2022  
Transportation Improvement Projects - DRAFT  
August 2020 - Att 2**



**Construction To Be Completed**

TR-07: Issaquah-Fall City Rd Ph 1: 242nd Ave SE to Klahanie Dr SE

**Study/Design Only**

TR-02: Issaquah-Pine Lake Rd Ph 1: Klahanie Blvd to SE 32nd St

TR-04: East Lake Sammamish Pkwy SE/SE 24th St Intersection

TR-08: Issaquah-Fall City Rd Ph 2: Klahanie Dr SE to Issaquah-Beaver Lk Rd

TR-45: Se 32nd St / 244th Ave SE Intersection Improvement

TR-60: Sahalee Way: NE 12th Pl to No. City Limits Nonmotorized Improvements

**TR-07** Project Location & Number

City Limits

0 0.5 1  
Miles

Attachment 2  
2021-2026 TRANSPORTATION CAPITAL IMPROVEMENT PLAN (FUND 340) DRAFT

Projects planned to be constructed within six year timeframe. TR-B through TR-G are placeholders to address needs as they arise.

- Concurrency Intersection
- Corridor/Segment Pipeline Concurrency Failure
- Schedule change only
- Estimate reallocation and schedule change

Costs rounded to nearest \$10,000

Priority	No.	Project No.	PROJECT	FUND 340 PROJECT COSTS											Fund 438 Total Costs	Total Project Costs
				2021	2022	2023	2024	2025	2026	6-Year Total	Projected 2020 Expend	2015-2019 Expend	Future Years	Fund 340 Total Costs		
H	1	TR-02	Issaquah-Pine Lake Rd: Klahanie Blvd to SE 32nd, Ph 1 Widen to 3 lanes with bike lanes, curb, gutter, sidewalk, roundabout and ITS.	0	600,000	600,000	500,000	0	0	1,700,000	1,000,000	820,000	16,500,000	20,020,000	2,200,000	22,220,000
H	2	TR-04	East Lake Sammamish Parkway SE / SE 24th Way Intersection Add turn pocket and acceleration lane on ELSP, separate turn lanes on SE 24th, mini roundabout.	0	0	0	800,000	3,920,000	0	4,720,000	0	0	0	4,720,000	60,000	4,780,000
H	3	TR-39	256th Ave SE/E Beaver Lake Dr SE/Issaquah Beaver Lake Rd Construct permanent roundabout.	0	0	0	0	200,000	550,000	750,000	0	0	0	750,000	0	750,000
H	4	TR-45	SE 32nd St/244th Ave SE Intersection Improvement Install all-way stop control and pedestrian improvements.	0	0	150,000	0	0	0	150,000	0	0	0	150,000	0	150,000
H	5	TR-53	Sahalee Way/NE 28th Pl/223rd Ave NE Install signal and ITS.	0	0	0	250,000	1,360,000	0	1,610,000	0	0	0	1,610,000	150,000	1,760,000
H	6	TR-54	228th Ave/SE 40th Create center turn lane on 228th, modify median on SE 40th.	0	0	0	0	180,000	670,000	850,000	0	0	0	850,000	0	850,000
H	7	TR-55	242nd Ave NE/NE 8th St Add westbound right turn pocket, widen NE 8th	0	0	0	250,000	750,000	1,000,000	2,000,000	0	0	0	2,000,000	100,000	2,100,000
H	8	TR-07	Issaquah-Fall City Rd: 242nd Avenue SE to Klahanie Dr SE (Phase 1) Widen to 5 lanes with bike lanes, curb, gutter and sidewalk. Project will also construct TR-51, TR-52, and TR-39 (temp roundabout), whose costs are included here.	2,000,000	0	0	0	0	0	2,000,000	18,000,000	7,380,000	0	27,380,000	1,500,000	28,880,000
H	9	TR-08	Issaquah-Fall City Rd: Klahanie Dr SE to Issaquah-Beaver Lk Rd, Ph 2 Widen to 3 lanes with bike lanes, curb, gutter and sidewalk	0	1,400,000	10,100,000	9,000,000	0	0	20,500,000	1,000,000	0	0	21,500,000	1,000,000	22,500,000
H	10	TR-19	Intelligent Transportation System (ITS) Ph 2 - 228th Ave/Sahalee Way Install ITS from NE 12th Pl to SR202, connect to WSDOT & Redmond traffic monitoring systems, construct Traffic Management	500,000	0	0	0	0	0	500,000	2,067,000	880,000	0	3,447,000	0	3,450,000
H	11	TR-60	Sahalee Way Corridor Nonmotorized Safety Improvements Add sidewalks and bike lanes on at least one side from NE 12th Pl to the north City Limits	0	1,250,000	2,250,000	2,500,000	8,000,000	10,170,000	22,920,000	60,000	0	0	22,980,000	4,480,000	27,460,000
H	12	TR-61	Sahalee Way NE/NE 36th St Construct signal and ITS	0	0	300,000	0	0	0	300,000	0	0	0	300,000	150,000	450,000
N/A	13	TR-48	Sahalee North City Limits to SR202	0	0	0	0	0	0	0	0	0	0	28,583,000	0	28,580,000
N/A	14	TR-05B	Sahalee Way NE- NE 26th Way to North City Limits Widen to 3 lanes with bike lanes, curb, gutter and sidewalk one side, widened boulevard.	0	0	0	0	0	0	0	0	450,000	0	450,000	0	450,000
N/A	15	TR-05A	Sahalee Way NE- NE 12th Pl to NE 26th Way Widen to 3 lanes with bike lanes, curb, gutter, turn lanes, sidewalk on one side, Signal Improvements at NE 14th and NE 19th Dr.	0	0	0	0	0	0	0	0	0	0	0	0	0
M	17	TR-03	Issaquah-Pine Lake Rd: SE 48th St to Klahanie Blvd, Ph 2 Widen to 5 lanes with bike lanes, curb, gutter and sidewalk.	0	0	0	0	0	0	0	0	0	29,512,000	29,512,000	3,000,000	32,510,000
M	17	TR-18	SE 8th Street/218th Avenue SE: 212th Avenue SE to SE 4th Street Study Analyze capacity and safety improvements needed to accommodate increased traffic volumes and pedestrian use.	0	0	0	0	0	0	0	200,000	80,000	13,270,000	13,550,000	1,500,000	15,050,000
M	18	TR-42	218th Avenue SE/216th Avenue SE: SE 4th Street to Inglewood Hill Road NE Analysis Analyze capacity and safety improvements needed to accommodate increased traffic volumes and pedestrian use.	0	0	0	0	0	0	0	150,000	80,000	6,000,000	6,230,000	1,000,000	7,230,000
M	19	TR-62	Intelligent Transportation System (ITS), Ph 3 - Variable Message Signs & CCTV Cameras Install permanent real-time traffic VMS on 228th near Inglewood and IRLR, and Closed Circuit TV cameras at ~40 intersections.	50,000	50,000	0	0	0	0	100,000	0	0	0	100,000	0	100,000
M	20	TR-64	East Lake Sammamish Parkway: Inglewood Hill Rd to No. City Limits Corridor Widening Add lanes for vehicular capacity.	0	0	0	0	0	0	0	0	0	0	0	0	0
L	21	TR-34	228th Avenue SE: SE 8th Street & SE 10th Street Intersections Study Analyze widening/adding lanes or installing a roundabout to improve operations.	0	0	0	0	0	0	0	0	0	4,700,000	4,700,000	0	4,700,000

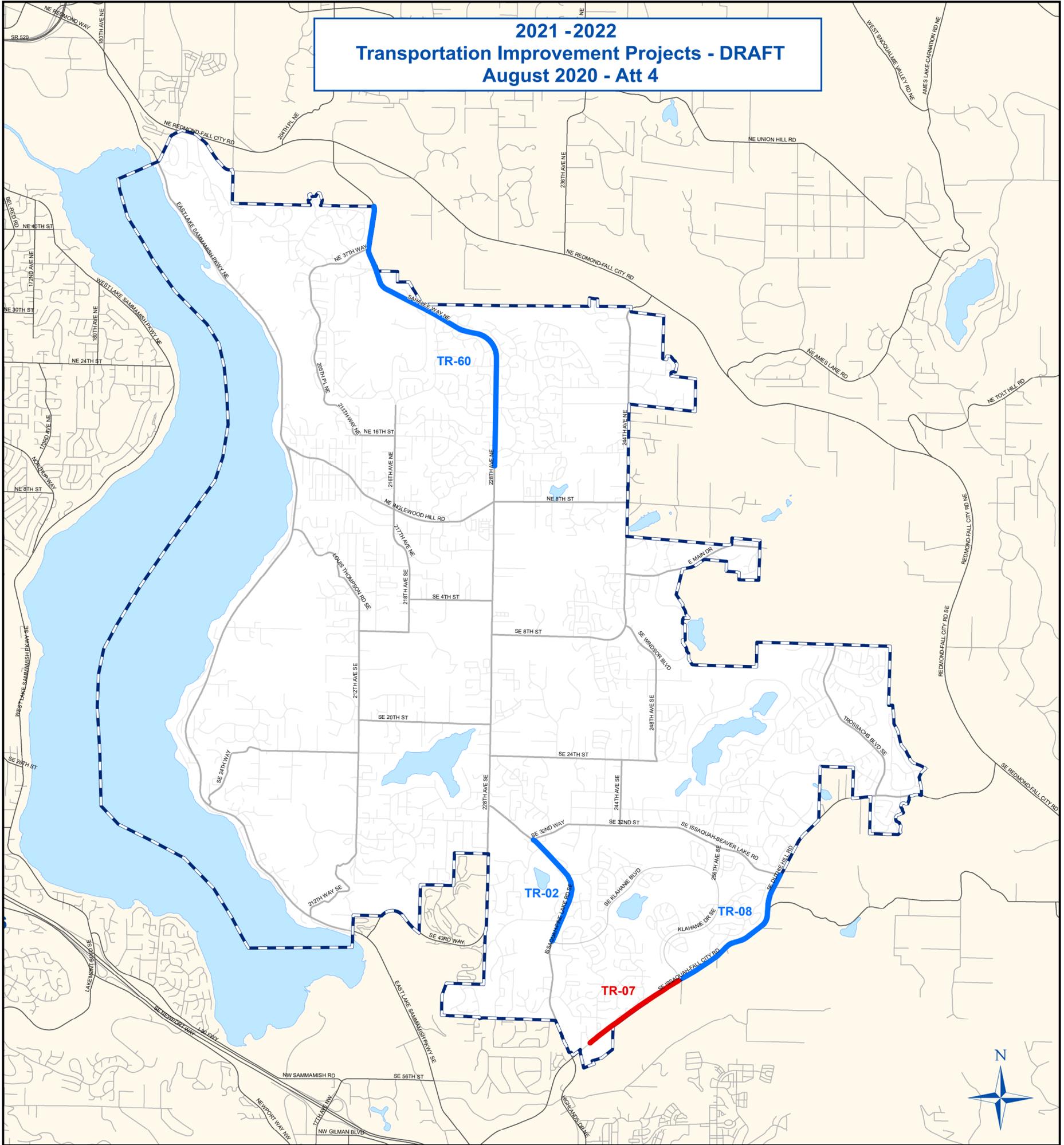
Corridor/Segment Pipeline Concurrency Failure  
 Schedule change only  
 Estimate reallocation and schedule change

Priority	No.	Project No.	PROJECT	FUND 340 PROJECT COSTS						6-Year Total	Projected 2020 Expenditures	2015-2019 Expenditures	Future Years	Fund 340 Total Costs	Fund 438 Total Costs	Total Project Costs
				2021	2022	2023	2024	2025	2026							
L	22	TR-63	<b>212 Ave SE/SE 16th St Replacement</b> Replace portion of SE 212th between SE 14th PL and SE 18th St damaged by highwater and flooding. Construct sidewalk on one side, bridge and new roadway with walls.	0	0	0	0	0	0	0	0	12,000,000	12,000,000	3,250,000	15,250,000	
L	23	TR-New	<b>Louis Thompson Rd Nonmotorized Improvements</b> Construct sidewalk, bikelanes on one side, install formal drainage system	0	0	0	0	0	0	0	0	0	0	0	0	
<b>PROGRAMS</b>																
H	24	TR-A	<b>Public Works Trust Fund Loan Repayment</b> 228th Ave NE Improvements	540,000	0	0	0	0	0	540,000	0	550,000	0	1,090,000	0	1,090,000
H	25	TR-D	<b>Intersection and Safety Improvements</b> Intersection/other safety improvements, including channelization, signing, signalization, and/or other traffic control devices.	0	50,000	200,000	200,000	200,000	200,000	850,000	540,000	0	Same annual funding	850,000	150,000	1,000,000
H	26	TR-E	<b>Neighborhood CIP</b> Safety improvements including gap projects, bike routes, pedestrian safety.	0	50,000	100,000	100,000	100,000	100,000	450,000	0	0	Same annual funding	450,000	90,000	540,000
H	27	TR-G	<b>School Zone Safety Improvements</b> In conjunction with Issaquah & Lake Washington School Districts, provide safety improvements in the City's various school zones.	0	0	50,000	50,000	50,000	50,000	200,000	50,000	40,000	Same annual funding	240,000	0	240,000
H	28	TR-H	<b>Capital Contingency Reserve Placeholder</b> Reserve fund for capital projects and to address other unforeseen circumstances that may arise.	100,000	200,000	500,000	500,000	500,000	500,000	2,300,000	0	0	Same annual funding	2,300,000	0	2,300,000
M	29	TR-B	<b>Non-motorized Transportation Projects</b> Sidewalks, trails, bikeways and paths, etc.	0	0	750,000	750,000	750,000	750,000	3,000,000	0	0	Same annual funding	3,000,000	750,000	3,750,000
H	30	TR-C	<b>Sidewalk Projects</b> Various sidewalk projects, includes gap projects, extensions, safety improvements.	0	75,000	160,000	160,000	160,000	160,000	720,000	0	0	Same annual funding	720,000	150,000	870,000
L	31	TR-F	<b>Street Lighting Program</b> Provide street lighting at high priority locations with significant safety issues that can be addressed through better street lighting.	0	0	15,000	15,000	15,000	15,000	60,000	15,000	0	Same annual funding	60,000	0	60,000
<b>TOTAL</b>				<b>3,190,000</b>	<b>3,680,000</b>	<b>15,180,000</b>	<b>15,080,000</b>	<b>16,190,000</b>	<b>14,170,000</b>	<b>66,220,000</b>	<b>29,730,000</b>	<b>20,390,000</b>	<b>82,330,000</b>	<b>226,650,000</b>	<b>19,990,000</b>	<b>246,640,000</b>
<b>TOTAL TIP EXPENDITURES</b>				<b>3,190,000</b>	<b>3,680,000</b>	<b>15,180,000</b>	<b>15,080,000</b>	<b>16,190,000</b>	<b>14,170,000</b>	<b>66,220,000</b>	<b>29,730,000</b>	<b>20,390,000</b>	<b>82,330,000</b>	<b>226,650,000</b>	<b>19,990,000</b>	<b>246,640,000</b>

TIP Funding Source	6 Year Projection						
	2021	2022	2023	2024	2025	2026	
Beginning Fund Balance*	\$ 5,661,900	\$ 6,320,900	\$ 6,720,900	\$ (279,100)	\$ (11,679,100)	\$ (24,189,100)	Changed 2021 EFB from \$5.25M
Real Estate Excise Tax (REET)	2,800,000	3,400,000	3,000,000	3,000,000	3,000,000	3,000,000	
Impact Fees	640,000	680,000	680,000	680,000	680,000	680,000	effects of moratorium
Interest	20,000						
Awarded Grants-ITS	389,000						
Awarded Grants-Iss-FC Road			1,500,000				
SE 4th TIB							
SE 4th Utility Reimbursement			3,000,000				
Anticipated Grants**							
<b>Total</b>	<b>\$ 9,510,900</b>	<b>\$ 10,400,900</b>	<b>\$ 14,900,900</b>	<b>\$ 3,400,900</b>	<b>\$ (7,999,100)</b>	<b>\$ (20,509,100)</b>	
<b>Total Ending Fund Balance</b>	<b>\$ 6,320,900</b>	<b>\$ 6,720,900</b>	<b>\$ (279,100)</b>	<b>\$ (11,679,100)</b>	<b>\$ (24,189,100)</b>	<b>\$ (34,679,100)</b>	
<b>Restricted Ending Fund Balance</b>	<b>(\$6,261,469)</b>	<b>(\$6,641,469)</b>	<b>(\$7,321,469)</b>	<b>(\$8,001,469)</b>	<b>(\$8,681,469)</b>	<b>(\$9,361,469)</b>	
<b>Unrestricted Ending Fund Balance</b>	<b>\$ 59,431</b>	<b>\$79,431</b>	<b>(\$7,600,569)</b>	<b>(\$19,680,569)</b>	<b>(\$32,870,569)</b>	<b>(\$44,040,569)</b>	

\*\*Other funding sources that could reasonably be expected include Grants (TIB, PSRC, etc.), Loans, Bonded Debt, and available resources from the General Fund.  
 Restricted EFB = Impact and mitigation fees restricted to specific projects. For the 2021 to 2026 projection assumed only IPLR was eligible for impact fee funding at 50% of project costs.

**2021 - 2022  
Transportation Improvement Projects - DRAFT  
August 2020 - Att 4**



**Construction To Be Completed**

TR-07: Issaquah-Fall City Rd Ph 1: 242nd Ave SE to Klahanie Dr SE

**Study/Design Only**

TR-02: Issaquah-Pine Lake Rd Ph 1: Klahanie Blvd to SE 32nd St

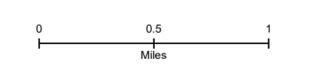
TR-08: Issaquah-Fall City Rd Ph 2: Klahanie Dr SE to Issaquah-Beaver Lk Rd

TR-60: Sahalee Way: NE 12th Pl to No. City Limits Nonmotorized Improvements

**TR-07** Project Location & Number

City Limits

City Limits





## Memorandum

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

**Date:** August 5<sup>th</sup>, 2020  
**To:** City Council  
**From:** Dave Rudat, City Manager  
 Jim Hominiuk, Information Technology Director  
**Re:** Draft 2021-2026 Information Technology Capital Improvement Plan (CIP)

### Summary

The Information Technology Capital Improvement Plan (CIP) is the first Information Technology planning document for the City of Sammamish. It outlines technology projects for authorization during the City's biennial budget process.

### Funding Sources

Information technology revenue sources include:

- Interfund Services – General Fund
- Interfund Services – Surface Water

### 2021-2026 IT CIP

Information Technology CIP projects include technology hardware and software improvements.

- City's internal phone system
- City fleet management system
- City-wide enterprise records management system
- City's iCompass Council agenda management system major upgrade/replacement
- City data center uninterrupted power supply (UPS)

### Updates

Technology staff presented an earlier draft CIP during Council 2's & 3's in June 2020. Changes to the plan since then include adding a fleet management system and an iCompass Council agenda management system major upgrade/replacement.

### Attachments

1. Draft 2021-2026 Information Technology Capital Improvement Plan

**2021-2026 SIX-YEAR Information Technology CAPITAL IMPROVEMENT PLAN (Fund 502)**

Draft Plan: Prepared on 08/05/2020

Priority	PROJECT	2021	2022	2023	2024	2025	2026	6-Year Total	Prior Years	Total Project Costs
<b>IT CIP PROJECTS</b>										
A	<b>Phone System Replacement</b> Upgrades existing system to new hardware/software. Increases supportability and adds redundancy. Expands user capacity. Maintains support. Enhances teleworking capabilities.	125,000						125,000	0	125,000
B	<b>Power/UPS Server Room</b> Uninterrupted Power Supply with smart switches for server room computing devices.			35,000				35,000	0	35,000
<b>(A) SUBTOTAL IT CIP PROJECTS</b>		<b>125,000</b>	<b>0</b>	<b>35,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160,000</b>	<b>0</b>	<b>160,000</b>
<b>OTHER IT CIP PROGRAMS - Application Life-Cycle Management</b>										
	Springbrook Enterprise Financial/Payroll System upgrade/replacement (Finance Dept.)							0	0	0
	TRAKIT Building Permit & Inspection System upgrade/replacement (Community Development Dept.)							0	0	0
	Cityworks Work Management Asset Management System upgrade/replacement (Public Works & Parks and Rec Dept's)							0	0	0
B	Fleet Management System (Parks & Rec and Facilities)	15,000						15,000	0	15,000
B	iCompass System upgrade/replacement (Clerk's Office)		150,000					150,000	0	150,000
B	Enterprise Records Management (Clerk's Office)	160,000						160,000	0	160,000
<b>(B) SUBTOTAL - OTHER IT CIP PROGRAMS</b>		<b>175,000</b>	<b>150,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>325,000</b>	<b>0</b>	<b>325,000</b>
<b>(C) SUBTOTAL IT CIP PROJECTS</b>		<b>300,000</b>	<b>150,000</b>	<b>35,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>485,000</b>	<b>0</b>	<b>485,000</b>

**Agenda Bill**  
**City Council Special Meeting**  
**August 11, 2020**



<b>SUBJECT:</b>	Approve the consultant contract for the Phase Two Development Regulation Updates	
<b>DATE SUBMITTED:</b>	July 24, 2020	
<b>DEPARTMENT:</b>	Community Development	
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
<b>RECOMMENDATION:</b>	Authorize the City Manager to execute a contract with Framework to complete phase two updates to the City's development regulations in the amount of \$274,920, including a 10% contingency.	
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Consultant Contract</a>	
<b>BUDGET:</b>		
<b>Total dollar amount</b>	\$274,920, including a 10% contingency of \$25,000	<input checked="" type="checkbox"/> <b>Approved in budget</b>
<b>Fund(s)</b>	001-058-558-60-41-02	<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 checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

**NEEDED FROM COUNCIL:**  
 Should the City Council approve a contract with Framework to develop Phase Two updates to the City's development regulations?

**KEY FACTS AND INFORMATION SUMMARY:**  
**Summary Statement:**  
 This is a contract with Framework to develop updates to the City's development regulations (See Contract - Exhibit 1). The project scope of work includes updating specific sections of development regulations, creating a unified development code that consolidates and re-structures development related sections of the City's Municipal Code, and scoping for future development regulations updates (items that were either too large or out of scope for phase two). The project scope includes public outreach, concept development, and collaboration with the Council, Planning Commission, and Public. The initial scope of items to be considered with this update is summarized in the contract. The first task will be completion of needed code amendments, the second task will be conversion of

development regulations into a unified development code, and the third task will be scoping for future efforts.

**Consultant Selected:**

Through the consultant selection process outlined below, the Department of Community Development has selected a consultant team of [Framework](#) (primary consultant) and [Code Studio](#) (sub-consultant) to help with this effort.

**Contract Value:**

The proposed contract for consideration by the City Council has a value of \$274, 920 and includes a 10% or \$25,000 contingency. See Contract - Exhibit 1.

**Consultant Selection:**

The City received four proposals in response to the Request for Qualifications (RFQ) that was issued on May 12, 2020 to select firms listed under land use planning services on the City's procurement roster. The proposals were evaluated based on criteria outlined in the RFQ and three of the four firms were invited to interview on June 4, 2020.

Each virtual interview lasted for an hour and included an introduction of the firm and an opportunity to address the interview panel's questions. At the conclusion of the interviews, the firms performance was discussed and ranked. Reference checks were completed and Framework was identified as the most qualified to complete the scope of work identified in the RFP. Based on the quality of Frameworks previous experience, industry knowledge, quality of proposal, approach to contract management, and the ability to meet the City's expectations and timeline, Framework was selected to move forward with contract negotiations with Code Studio as a partnering sub-consultant.

**Background:**

The development regulations within the Sammamish Municipal Code (SMC) were first adopted upon the City's incorporation in 1999 under Ordinance O99-29. As adopted, the original rules largely mirrored those of King County. Since adoption, over the past twenty years, there have been many independent changes made to different sections of the code by different parties with a different purpose and often without regard to peripheral impacts to other sections of the code. To date, there has not been an effort to comprehensively unify those changes and the various code chapters that constitute the City's development rules.

The result of twenty years of patchwork is a somewhat piecemeal product that at times is hard to follow, has old citations, is outdated, is inconsistent, or in limited instances is missing language. Further, until 2018 the tools used in the City's Development Regulations have remained somewhat unchanged. Although changes have been made to discreet sections of the code, and although compliance with State mandates has brought updates to specific discipline areas (such as Critical Areas rules and Shoreline Rules), the code has not changed significantly until 2018.

A consequence of the static nature of the code (with regard to the tools used and their respective settings – setbacks, height, lot coverage, etc..) is that as the development industry has changed over time, the City's codes did not. Houses became larger, lots became smaller. The community became concerned. The concerns manifested themselves into activism and complaint. Development pressure resulted in approval of projects that technically met City codes yet the outcomes being generated by the City's codes were not consistent with the expectations or desires of the City's residents.

Further compounding this problem is that subdivisions are afforded a high level of protection under state law, protection which cannot be superseded by changes in local regulation. In most instances, a subdivision can have a shelf life of approximately ten to twelve years (depending on several factors) until homes are built and sold. This is known as vesting (grandfathering). The result of this is that although we may have made specific changes to the City's development regulations that will change outcomes, these changes have not been realized in projects that pre-date the effective date of change. Most of the City's subdivisions built to date and many still under development have been built to code standards that were in effect prior to 2018. We have not yet seen code changes made in 2018 and 2019 take effect in development. Vested projects continue to be built.

#### **Development Code Update Project Initiation**

The contract under consideration by the Council is Phase Two of an effort that began in 2018. On September 18, 2018, to address public concern related to development outcomes, the City Council adopted Ordinance O2018-468 passing Interim Development Regulations amending the Sammamish Municipal Code (SMC) Chapters 16.15, 21A.15, 21A.25, 21A.30, 21A.35 and 21A.40 for a six-month period (as allowed under State Law). O2018-468 provided interim regulations related to setbacks, clearing and grading, street frontage, building height measurement, density rounding, fence height, and off-street parking.

After completion of a Public Hearing on November 6, 2018, the City Council subsequently adopted Ordinance O2018-471 further amending the Interim Development Regulations originally adopted under Ordinance O2018-468. The Council also directed staff to begin the formal legislative review process to consider permanent updates to the City's development regulations following the framework established by the interim rules - Phase One of the Development Regulations update process. On March 14, 2019, to provide the City Council additional time to work on permanent rule making, the Interim Development Regulations implemented by Ordinance O2018-468 and Ordinance O2018-471 were extended for six months under Ordinance 2019-481, or until September 14, 2019, unless sooner repealed.

***These actions initiated the work known as the Development Regulations Update*** – something that had not been done to this magnitude since adoption of the original development regulations in 1999. During project scoping with the Council it was identified that the project should be broken into two phases with the first phase largely following the initial code changes set forth in the adopted Interim Development Regulations. Phase two would include additional items to be scoped later. The initial scope of work for phase two was discussed with the City Council at the March 3, 2020 regular meeting.

#### **Phase One - Work Completed in 2019**

After the initial adoption of Interim Development Regulations in September of 2018, and within Council direction to initiate consideration of permanent development regulation changes, the Planning Commission completed its first study session.

Phase one changes made under Ordinance O2019-482 were generally organized by topic (e.g. density rounding, setbacks, fences, building height, etc...). The primary focus was on changing the operative language used, the secondary focus was on dimensional settings (which allowed for adjustment as needed through the process). Ancillary associated changes were also made where needed that did not change code operation or outcome (e.g. changing word "street setback" to "front yard setback"). Changes included the following code sections (see ordinance O2019-482 for full changes):

Chapter 16.15 – Clearing and Grading

Chapter 21A.15 – Technical Terms and Land Use Definitions  
 Chapter 21A.25 – Building Height  
 Chapter 21A.25 – Setbacks  
 Chapter 21A.25 – Density  
 Chapters SMC 21A.25 and 21A.30 – Fence Heights  
 Chapter SMC 21A.40 – Parking  
 Chapter SMC 21A.25 – Street Frontage

The following forums were used during phase one to develop draft development regulations considered by the City Council:

- **Community Focus Group:** Staff organized a focus group to collect additional feedback from the community. The focus group consisted of Sammamish citizens and members of the building community. The focus group met on December 6, 2018. Feedback from the focus group has been incorporated into the proposed permanent updates to Development Regulations.
- **Planning Commission Study Sessions:** A total of four study sessions on Development Regulations were completed by the Planning Commission. These study sessions included an overview on the adopted Interim Development Regulations, results of community outreach (focus group), and prompted discussion by the Commission regarding potential permanent regulations. During these study sessions, the Planning Commission reviewed the concepts included in the adopted Interim Development Regulations (O2018-468 and O2018-471) and provided feedback regarding additional changes that should be considered. During the fourth and final study session, the Planning Commission directed staff to finalize code language to be brought forward for consideration at the Public Hearing. The Planning Commission discussed alternatives, selected options to be included for consideration, and on January 17, 2019 directed staff to finalize code language for a Public Hearing.
- **Planning Commission Public Hearing:** On January 31, 2019 the Planning Commission completed a Public Hearing on the proposed permanent updates to Development Regulations. During this meeting, the Planning Commission reviewed the final directed changes made to the proposed permanent updates to Development Regulations, complete the Public Hearing, deliberated on the proposed permanent updates to Development Regulations and voted on forwarding a recommendation to City Council for the adoption of such. In addition to the 6-0 recommendation of the Planning Commission supporting the proposed permanent updates to Development Regulations, the Planning Commission also recommended several items be considered for a Phase Two of the Development Regulations update.
- **Legal Review:** Following completion of the Planning Commission process, the draft proposed permanent development regulation were also sent to the City Attorney for review. Final amendments recommended by the City Attorney were incorporated into the proposed changes sent by the Planning Commission for City Council consideration.
- **City Council Review and Approval:** On February 4, 2019 City Council completed a study session to receive the Planning Commission recommendations on the phase one. A scheduled Public Hearing on February 11, 2019 was cancelled due to inclement weather. The Public Hearing was rescheduled and completed by City Council on March 14, 2019 followed with direction to staff to draft code language for all Council directed amendments to the Planning Commission recommended draft. On April 9, 2019 the City Council completed another study session to deliberate on each proposed amendment as drafted in code. The Council also considered additional public comment from the Master Builders

community and the school districts and provided direction to staff to finalize the draft code changes. The City Council adopted the phase one code amendments on May 7, 2019 with the passing of Ordinance O2019-482.

**Phase Two - Work to be Completed in 2020 and 2021 - Proposed Contract Currently Under Consideration by City Council**

With the completion of phase one, staff committed to include certain elements for consideration in phase two, although the complete scope is at the discretion of the Council. Phase two is an opportunity to make strategic changes to the City's development regulations and is also an opportunity to migrate to a Unified Development Code (UDC).

**Planning Commission Phase Two Feedback:** To best prepare an initial scope of work for Council consideration, staff engaged the Planning Commission. A study session to discuss the phase two scope was held by the Commission on February 20, 2020. Generally, the Planning Commission found all elements identified for inclusion to be of value in improving outcomes in the City and overall suggested that staff keep any items not brought forward with phase two on a list of future work plan items. The Commission expressed concern that not all of the items presented could be accomplished in phase two due to budget, timeline, and staffing constraints and there would likely be a future phase three of this effort.

To help staff organize and prioritize the list of potential work items for phase two, the Commission helped frame what they believed to be the focus and what core questions we should be asking as we develop a scope of work. The Commission's identified objective and litmus test is included below.

**Objective:** Prioritize code changes that will improve the outcome of housing being built in the City in a manner that is more in line with what the community is expecting in Sammamish.

**Litmus Test Question #1:** Does the topic or proposed code change create the potential to improve the housing stock in the city in a way that the community is looking to see it improved?

**Litmus Test Question #2:** Does the topic or proposed code change provide missing or necessary tools to help staff influence a better outcome through permit review and does the proposed code change improve the clarity and usability of the City's codes to all users?

**City Council Phase Two Feedback:** Following Planning Commission consideration of the initial phase two scope of work, the Department of Community Development presented to the initial scope to the City Council for consideration on March 3, 2020. During that meeting there was general consensus that the initial scope of work was appropriate and that staff should move forward with contract procurement to secure support from a consultant to assist in completion of the project.

**Examples of Phase Two Initial Scope of Work:** Examples of the initial scope of work for phase two includes the following items.

1. Add restriction on building height based on building segments.
2. Refine the "'technically feasible' deviations added during Phase one [i.e. SMC 16.15.090(2)(a)(iii)].
3. Add a landscape requirement for setback areas of subdivision or short subdivision project sites that front arterial streets.

4. Address application of rules adopted in Phase one to new SFRs on existing lots vs. subdivision on existing lots vs. subdivision.
5. Add a restriction on grading around the perimeter of a subdivision or short subdivision site to better blend the existing grade of an adjacent property into the finished grade of a project site and better protect trees and existing vegetation around the perimeter of a project site (can also be integrated into a Planned Unit Development (PUD) section if desired).
6. Clean up amendments such as grammar, word choice, cross references, and consistency.
7. Add a requirement for early and advanced tree vigor enhancement for trees to be retained on sites under development permit review.
8. Add low impact development site design guidelines.
9. Addition of a PUD section.
10. Creating minimum standards for construction.
11. Creating an overlay to address inadequate infrastructure in Inglewood and Tamarack.
12. Other items to be identified during the project by the Council, Commission, Community, and Staff.

**Proposed Phase Two Process:** The process anticipated for phase two mirrors that of phase one. The project would first be formally scoped for the range of work to be included using a variety of forums including a community advisory committee, the Planning Commission, and the City Council, and assisted by the consultant.

With a contract in place the first step in program development would be setting up a community advisory committee to help refine code changes and 'set the dial' on regulations to ensure the targeted outcome is understood. Staff would also work with special interest groups such as Master Builders, School Districts, and other known stakeholders to investigate implications or opportunities.

Following scoping, the consultant will begin developing code amendment concepts followed by code language. With feedback from the community advisory group and stakeholders, staff will advance preliminary code changes to the Commission in a series of workshops followed by initiation of Council discussions. The concepts and language would be refined by working with the community advisory committee and the Planning Commission. Final concepts and draft code language would be then forwarded on recommendation of the Planning Commission to the City Council for further refinement and approval.

This project will include a continual feedback loop between the Planning Commission, Staff, and the City Council to keep the Council up-to-date on the status of the project and the concepts and code amendments being considered.

#### **FINANCIAL IMPACT:**

Funds are allocated in the 2019-2020 Community Development Budget under Contracted Professional Services (001-058-558-60-41-02) to support this contract and are summarized below;

#### **Contracted Professional Services**

**Base Contact:** \$249,920

**10% Contingency:** \$25,000

**Total Contract Amount:** \$274,920



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

CONTRACT NUMBER

**AGREEMENT FOR SERVICES**

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

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

Consultant Name: FRAMEWORK hereinafter referred to as the "Consultant."  
 Project Description: Phase II – Development Regulations Update  
 Commencing: August 12, 2020  
 Terminating: December 31, 2021

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 type="checkbox"/>	<input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$249,920	
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

Agreement for Services

Revised 6/20/2019

assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data (if applicable) 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 as 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) 295-0543

Project Manager: Sara Estiri, Management Analyst  
Email: [sestiri@sammamish.us](mailto:sestiri@sammamish.us)

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

Company Name: FRAMEWORK

Contact Name: Lesley Bain, FAIA

Street Address: 1221 East Pike Street, #300

Phone Number: 206-347-8533 ext 1

Email: lesley@weareframework.com

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

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

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

**23. Performance During Covid-19.** Contractor shall comply with the United States Department of Labor Occupational Safety and Health Administration's (OSHA) requirements regarding COVID19 prevention, protection, and containment; these requirements can be found at the following link to OSHA's website: <https://www.osha.gov/Publications/OSHA-FS-3747.pdf>.

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

**CITY OF SAMMAMISH, WASHINGTON:**

By:	Date:
Print Name:	Title:

**CONSULTANT:**

By:	Date:
Print Name:	Title:

**CONTRACT ADMINISTRATOR:**

By:	Date:
Print Name:	Title: Contract Administrator

**APPROVED TO AS FORM: (IF NEEDED)**

By:	Date:
Print Name:	City Attorney

## EXHIBIT A - SCOPE OF WORK

# Sammamish Development Regulations Update

## Scope of Work

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### Overview

The development regulations within the Sammamish Municipal Code (SMC) were first adopted upon the City's incorporation in 1999. As adopted, the original rules largely mirrored those of King County. Since adoption, over the past twenty years, there have been many independent changes made to different sections of the code by different parties with a different purpose. This project is the first effort to comprehensively unify those changes and the various code chapters that constitute the City's development rules. It is also an opportunity to improve the overall quality of development in Sammamish to better reflect community values and priorities including environmental sustainability and livability. The project includes two phases with the first to update specific sections of the development regulations followed by the creation of a unified development code that consolidates existing code sections. The final element of the project is scoping for the next phase of development regulation updates to address specific topics identified by the City and summarized in the draft scope of work.

### Scope of Work

#### Task 1: Project Management

##### 1.1 Kick-off

A kick-off meeting will be held in person or virtually with City staff and the consultants to review the project scope and schedule, a draft public engagement plan, and deliverables. Framework will facilitate a discussion with City staff about problems with the current code, potential solutions, and strategies to ensure the project is a success.

##### 1.2 Project Management (Ongoing)

This task covers ongoing project management including coordinating project tasks, managing the scope and schedule, administration, and overseeing the work of subconsultants.

##### 1.3 Regular Meetings with City Staff

The consultant team will meet with City staff at least biweekly during the project to provide updates, discuss ongoing project tasks, coordinate the project schedule and deliverables, and public meetings and outreach activities.



July 20, 2020 | 1

## EXHIBIT A - SCOPE OF WORK

**Task 2: Phase II Development Regulation Updates****2.1 Code Audit + Strategy**

The code audit and strategy will clearly define the issues and need for code updates and ensure a successful strategy to complete the phase II development regulation updates and set up future phases. The consultant team will become familiar with the existing development code structure and organization.

The specific code sections identified by the City for updates or additions (listed under 2.2 below) will include problem statements, supporting graphics and/or photos of development that highlight the issues, and a range of solutions for consideration. The code audit will summarize key findings and recommendations with a focus on the development regulation updates.

Deliverables: Code Audit + Strategy

**2.2 Development Regulation Update**

The City has compiled a list of specific topics and sections of the development regulations to be updated as part of Phase II. The updates will be developed in collaboration with City staff, the advisory committee, the public, and the Planning Commission and City Council. The consultant team may recommend alternative approaches to address these topics based on the code audit and strategy in Task 2.2. It is understood that the code will need to be refined and, in some cases, redrafted following public input. The list of regulation updates includes:

- Add restriction on building height based on building segments.
- Refine the “technically feasible” deviations added during Phase I [i.e. SMC 16.15.090(2)(a)(iii)].
- Add a landscape requirement for setback areas of subdivision or short subdivision project sites that front arterial streets.
- Address application of rules adopted in Phase I to new SFRs on existing lots vs. subdivision on existing lots vs. subdivision.
- Add a restriction on grading around the perimeter of a subdivision or short subdivision site to better blend the existing grade of an adjacent property into the finished grade of a project site and better protect trees and existing vegetation around the perimeter of a project site (can also be integrated into a Planned Unit Development (PUD) section if desired).
- Clean up amendments such as grammar, word choice, cross references, and consistency.
- Add a requirement for early and advanced tree vigor enhancement for trees to be retained on sites under development permit review.
- Add low impact development site design guidelines.

**framework**

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## EXHIBIT A - SCOPE OF WORK

- Addition of a PUD section.

Deliverables: Draft and Final Regulation Updates

### Task 3: Public Engagement

#### 3.1 Public Engagement Plan

Framework will provide a draft public engagement plan at the kick-off meeting for discussion and input from City staff. The public engagement plan will identify key stakeholder groups, a project communication strategy, outreach methods, and a timeline of events and deliverables.

Deliverable: Public engagement plan

#### 3.2 Stakeholder Advisory Committee Meetings

Framework and City staff will meet with a stakeholder advisory committee up to five times during the project. The stakeholder advisory committee will be established by the City and is intended to provide input and guidance to the project team to identify current problems, solutions, and review draft deliverables. It is anticipated that the stakeholder advisory committee will include a diverse group of stakeholders including residents and those directly involved in development in the City.

Deliverables: Meeting materials including draft deliverables and presentations. City to provide agenda and minutes/meeting summary

#### 3.3 Online Survey

Framework will create and administer an online survey in collaboration with City staff. The survey will ask respondents to identify key issues and rank priorities related to development in Sammamish and send in photo examples from Sammamish and other places that highlight current challenges and opportunities to improve the quality of development in Sammamish. The survey may integrate with the Connect Sammamish platform and use a Wikimap or similar to identify locations of photos.

Deliverable: Summary of survey findings and images.

#### 3.4 Communication Support

Framework will provide communication support for the City including online and print content, social media content, and other materials as requested during the project.

#### 3.5 Public Engagement Event

Framework will lead the planning and coordination of a public engagement event in collaboration with the City. Given the uncertainty around COVID-19 and the ability to hold in-person meetings the meeting format will be determined during the project as directed by the City. Potential formats including an open house (such as before a Planning Commission meeting) or workshop, a webinar



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## EXHIBIT A - SCOPE OF WORK

or other online format using the Connect Sammamish engagement platform. The event will provide an overview to the public on the project, work to date, and opportunities for input.

### 3.6 Council and Commission Meetings (8 Meetings)

A total of eight meetings with the Planning Commission and City Council are anticipated including work sessions public hearings. Meeting preparation and materials are included such as presentations, handouts, or information displays. Meeting materials must be provided to the Planning Commission and City Council at least two weeks prior to the meeting and submitted with enough time for staff to review and provide input before they are finalized.

Deliverables: Meeting materials

## Task 4: Unified Development Code (UDC)

### 4.1 Best Practices Review + Summary

Framework and Code Studio will review and summarize best practices for creating unified development codes including case studies from other cities. The best practices review will address the overall code structure, organization or material, graphics, and the process used to create the unified development code. An annotated outline of the proposed Sammamish Unified Development Code will be included for discussion.

Deliverables: Best Practices Summary

### 4.2 UDC Outline + Kick-off

Framework and Code Studio will prepare an outline of the UDC and attend a City Council meeting to kick-off the unified development code portion of the project. At the kick-off meeting Framework will provide an overview and key findings from the best practices review under 4.1 and the UDC outline.

Deliverables: Presentation for City Council meeting

### 4.3 Draft and Final UDC

A draft UDC will be developed following confirmation from the City Council and staff on the direction of this effort. The draft UDC will be provided with enough time for City staff and stakeholders to review and provide input before the draft is updated for the final version.

Deliverables: Draft and Final UDC



## EXHIBIT A - SCOPE OF WORK

**Task 5: Scoping for Phase III****5.1 Draft and Final Phase III Scope**

Scoping for Phase III will address the following topics outlined in the Request for Proposals and as modified by the City. Some of these topics may be addressed under Task 2 and therefore would be eliminated from the Phase III work program.

- Add flexibility for new school development.
- Add architectural design standards to address key character objectives.
- Add elements related to environmental sustainability.
- Add elements related to housing affordability.
- Add incentives to help promote a better outcome.
- Any other topics identified during the creation of the unified development code

Deliverables: Draft and Final Scope of Work for Phase III

EXHIBIT A - SCOPE OF WORK

# Cost Proposal

framework	Framework					Code Studio			Total Hours and Estimated Cost by Task
	Jeff Arango, Project Manager	Lesley Bain, Urban Design	Daniel Harris, Planner	Monica Taylor, Designer	Lee Einsweller, UDC Lead	Colin Scarff, UDC Project Manager	Kevin Howard, Urban Design	Graphic Support	
2020 Hourly Rate	\$195	\$195	\$145	\$100	\$165	\$165	\$135	\$85	
<b>Task 1: Project Management</b>									
1.1 Kick-off Meeting	6	4	0	0	6	6	0	0	22
1.2 Project Management (Ongoing)	16	0	0	0	0	12	0	0	28
1.3 Regular Meetings with City staff	48	24	24	0	0	24	0	0	120
<b>Subtotal</b>	<b>70</b>	<b>28</b>	<b>24</b>	<b>0</b>	<b>6</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>170</b>
<b>Task 2: Phase II Development Regulations</b>									
2.1 Code Audit + Strategy	24	12	30	0	8	20	12	0	106
2.2 Development Regulation Updates	80	40	120	40	16	30	36	0	362
<b>Subtotal</b>	<b>104</b>	<b>52</b>	<b>150</b>	<b>40</b>	<b>24</b>	<b>50</b>	<b>48</b>	<b>0</b>	<b>468</b>
<b>Task 3: Public Outreach</b>									
3.1 Public Engagement Plan	2	0	4	0	0	0	0	0	6
3.2 Stakeholder Advisory Committee Meetings	38	14	10	0	20	8	0	0	90
3.3 Online Survey	8	0	0	12	4	8	8	0	40
3.4 Communication Support	6	0	0	12	0	0	0	0	18
3.5 Public Engagement Event	16	4	14	6	6	4	0	0	50
3.6 Council and Commission Meetings	104	30	12	0	24	12	0	0	182
<b>Subtotal</b>	<b>174</b>	<b>48</b>	<b>40</b>	<b>30</b>	<b>54</b>	<b>32</b>	<b>8</b>	<b>0</b>	<b>386</b>
<b>Tasks 4: Unified Development Code</b>									
4.1 Best Practices Review	20	6	22	0	8	14	16	0	86
4.2 UDC Outline + Kick-off	8	6	6	0	8	18	10	0	56
4.3 Draft and Final UDC	36	2	0	0	40	74	80	40	272
<b>Subtotal</b>	<b>64</b>	<b>14</b>	<b>28</b>	<b>0</b>	<b>56</b>	<b>106</b>	<b>106</b>	<b>40</b>	<b>414</b>
<b>Tasks 5: Phase III Scoping</b>									
5.1 Draft and Final Phase III Scope	20	6	0	0	10	8	4	0	48
<b>Subtotal</b>	<b>20</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>48</b>
<b>Total Estimated Hours</b>	<b>432</b>	<b>148</b>	<b>242</b>	<b>70</b>	<b>150</b>	<b>238</b>	<b>166</b>	<b>40</b>	<b>1486</b>
<b>Cost (Hours*Rate)</b>	<b>\$84,240</b>	<b>\$28,860</b>	<b>\$35,090</b>	<b>\$7,000</b>	<b>\$24,750</b>	<b>\$39,270</b>	<b>\$22,410</b>	<b>\$3,400</b>	<b>\$245,020</b>
<b>Project Cost Subtotal</b>	<b>\$245,020</b>								
<b>Expenses (2% of Project Cost)</b>	<b>\$4,900</b>								
<b>Estimated Total Costs</b>	<b>\$249,920</b>								

Assumptions:

- Hours may be shifted between tasks if the total budget is maintained



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EXHIBIT A - SCOPE OF WORK

# TIMELINE

Title ↑	Start date	Due date	Q4 2020			Q1 2021			Q2 2021			Q3 2021			Q4 2021			Q1 2022			Q2 2022		
			Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Task 1: Project Management	09/01/2020	09/30/2021	Task 1: Project Management																		Quarters		
Task 2: Phase II Development Regulation U...	09/01/2020	03/31/2021	Task 2: Phase II Development Regulation Updates																				
2.1 Code Audit + Strategy	09/01/2020	09/30/2020	2.1 Code Audit + Strategy																				
2.2 Development Regulation Updates	10/01/2020	01/29/2021	2.2 Development Regulation Updates																				
Task 3: Public Engagement	09/01/2020	09/30/2021	Task 3: Public Engagement																				
3.1 Public Engagement Plan	09/01/2020	09/11/2020	3.1 Public Engagement Plan																				
3.2 Advisory Committee Meetings	09/30/2020	01/29/2021	3.2 Advisory Committee Meetings																				
3.3 Online Survey	10/01/2020	10/30/2020	3.3 Online Survey																				
3.4 Communication Support	10/01/2020	09/30/2021	3.4 Communication Support																				
3.5 Public Engagement Event	11/18/2020	11/18/2020	3.5 Public Engagement Event																				
3.6 Council and Commission Meetings	11/02/2020	09/30/2021	3.6 Council and Commission Meetings																				
Task 4: Unified Development Code	01/01/2021	09/30/2021	Task 4: Unified Development Code																				
4.1 Best Practices Review and Summary	01/01/2021	02/12/2021	4.1 Best Practices Review and Summary																				
4.2 UDC Outline and Kick-off	01/01/2021	03/31/2021	4.2 UDC Outline and Kick-off																				
4.3 Draft and Final UDC	04/01/2021	09/30/2021	4.3 Draft and Final UDC																				
Task 5: Phase III Scoping	06/01/2021	09/30/2021	Task 5: Phase III Scoping																				
5.1 Draft and Final Phase III Scope	08/02/2021	09/30/2021	5.1 Draft and Final Phase III Scope																				

**framework**

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**Request for Consultant Payment**

**Invoice Number:** \_\_\_\_\_ **Date of Invoice:** \_\_\_\_\_

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

**Mailing Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_ **to** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_ **to** \_\_\_\_\_

**Specific Program or Project:** \_\_\_\_\_

**BARS/Budget No.** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

**FINANCE WILL ATTACH A COPY OF THIS FORM TO PAYMENT**

Total Contract Amount:	\$ _____	-
Previous Payments:	\$ _____	-
Invoice Amount - Charge for Services <small>(Less Reimbursable Expenses and Sales Tax)</small>	\$ _____	-
Sales Tax <small>(If Applicable)</small>	\$ _____	-
<small>10.0%</small>		
Subtotal Invoice <small>(Less Reimbursable Expenses)</small>	\$ _____	-
Reimbursable Expenses:	\$ _____	-
<b>TOTAL PAYMENT TO CONSULTANT:</b>	<b>\$ _____</b>	<b>-</b>
Remaining Balance on Contract <small>(Does not include Reimbursable Expenses)</small>	\$ _____	-
Total Reimbursable Expenses to Date: <small>(Current Payment plus Previous Payments)</small>	\$ _____	-

**ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED**

**Requesting Department:** \_\_\_\_\_

**Project Manager/Staff Contact:** \_\_\_\_\_

**Approved for Payment By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Department Director)

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 <b>not</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
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 801 228th Ave SE 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>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>or</b>				
<b>Employer identification number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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  
 August 11, 2020



<b>SUBJECT:</b>	Second Quarter Human Services Grant Reporting		
<b>DATE SUBMITTED:</b>	August 05, 2020		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>NEEDED FROM COUNCIL:</b>	<input type="checkbox"/> Action	<input type="checkbox"/> Direction	<input checked="" type="checkbox"/> Informational
<b>RECOMMENDATION:</b>	Review and discuss the second quarter reports.		
<b>EXHIBITS:</b>			
<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 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:**

On July 7, 2020, the City Council received a monthly staff update on the state of human services in Sammamish during Covid-19. During that report, staff noted that City-funded nonprofits would be submitting second quarter grant reporting during the later part of July, which was anticipated to provide a better picture of the pandemic's impacts on service delivery. On July 14, 2020, the Council held further discussion on nonprofit funding and requested staff return in August to present the second quarter results for further discussion.

All 47 programs the City funds through the 2019-2020 human service grant program have submitted second quarter reports. Staff reviewed these reports, with a focus on three comparisons:

- Q1 2020 vs Q2 2020;
- Q2 2019 vs Q2 2020; and
- Q1+Q2 2019 vs Q1+Q2 2020.

**Caveats**

Reporting data is only helpful to a certain extent when making a determination on which organizations have the greatest need. Human services is more art than science, making it difficult to quantify true need, especially in a pandemic. Below are some caveats to consider when thinking about the data:

- The data is not "apples to apples." Few organizations are directly comparable and most use different services units to report data. For example, a nonprofit providing legal services may report on the number of 60-minute sessions provided to residents. The number of sessions provided and number of residents served will be relatively low compared to a food bank that bases their service units on the number of food boxes distributed and that sees more traffic.
- Service delivery is seasonal for many organizations, meaning most or all of the services may be concentrated in one or two quarters. For example, organizations that serve kids or are affiliated with schools often report higher figures when school is in session. This is where year-over-year data can be helpful.
- Several organizations shifted services when the pandemic hit. The quarterly reports only address the specific services funded by the City, which may have been reduced in lieu of alternative services for residents.
- The City does not fund all the organizations that are providing services in the community.

**Increased Service Delivery**

The following nonprofits, which primarily serve the areas of basic needs, mental wellness and domestic violence, made up those reporting a notable increase in second quarter service delivery.

Mental Wellness Services

- Crisis Clinic - Crisis Line
- Friends of Youth - Healthy Start Home Visiting
- NAMI Eastside
- WA Autism Alliance & Advocacy
- Youth Eastside Services

Basic Needs Services

- Crisis Clinic - King County 2-1-1
- Hopelink - Emergency Food (Assumed since not collecting data in Q2)
- Imagine Housing
- Issaquah Community Services
- Issaquah Food & Clothing Bank
- Lake Washington Schools Foundation - Pantry Packs
- St. Vincent de Paul
- The Sophia Way - Day Center
- The Sophia way - Sophia's Place

Domestic Violence Services

- Eastside Legal Assistance Program
- Lifewire

Cultural Inclusion Services

- Issaquah Schools Foundation - Cultural Bridges

Included below are some examples of how services increased among these organizations:

- **Crisis Line (Crisis Connections)** has seen a 75% increase in the number of calls received year-over-year, from 336 calls in Q2 2019 to 589 in Q2 2020. Crisis Line provides free and confidential telephone crisis intervention, information, and referral and support services to anyone in emotional crisis or needing help. They also link callers to emergency behavioral health and community services.
- **Lake Washington Schools Foundation's Pantry Packs** program increased its service units (food) by 876% year-over-year, from 241 in Q2 2019 to 2,353 in Q2 2020. The number of new (unduplicated) residents served also increased from 1 in Q2 2019 to 24 in Q2 2020. Their service model expanded from being a targeted program to being available to any middle school student in need.
- **Issaquah Community Services** increased the number of residents served by 247% year-over-year, from 49 residents in Q2 2019 to 170 in Q2 2020. They offer emergency financial assistance to residents within the Issaquah School district.
- **St. Vincent de Paul's** financial assistance distributions increased by 154% year-over-year, from \$6,721 in Q2 2019 to \$17,062 in Q2 2020. Dollar amount per intervention has increased from \$389 in 2019 to \$632 per intervention in 2020. Rent interventions have increased from 18 last year to 27 this year. They are seeing a need that is more acute due to many clients losing their jobs. Utility assistance has decreased 37% year over year, from \$2,395 to \$1,512, likely due to Covid-19 utility assistance programs.
- **Hopelink** is not collecting data, but we can assume it is following the same pattern as Issaquah Food & Clothing Bank (IFCB). IFCB had 18 new clients in Q2 2019, which increased to 38 new clients in Q2 2020. They also provided 39% more food bundles year-over year (336 vs 468), and 346% more than in the first quarter (105 vs 468).
- **Lifewire** has seen a 141% increase in the number of 60-minute advocacy service units year-over year, from 102 in Q2 2019 to 246 in Q2 2020. The number of new clients served also increased slightly over those two quarters. There was, however, a decrease in the number of calls they are receiving on their crisis line from 26 calls in Q2 2019 to 11 in Q2 2020. This is consistent to what other D.V. providers are seeing in King County. Survivors are sheltering in place with their abusers and cannot safely reach out for help. However, they are seeing an increase in the number of calls for basic needs such as food and rent for survivors, and they anticipate a big increase in calls as restrictions lift.

As the pandemic drags on, many human service planners expect to see an increased demand for mental health and domestic violence services as well as a continued need for financial and food assistance.

**Decreased Service Delivery**

Not every nonprofit recorded an increase in contracted services during the pandemic. The following organizations had a notable decrease in second quarter data, for a variety of reasons. It's important to restate that some organizations shifted services when the pandemic hit. The quarterly reports only address the specific services funded by the City, which may have been reduced in lieu of alternative services for residents.

Mental Wellness Services

- Crisis Clinic - Teen Link
- Encompass NW - Family Enrichment
- Encompass NW - Pediatric Therapy
- Lake Washington Schools Foundation - Links Program

Basic Needs Services

- Eastside Baby Corner
- Friends of Youth - Outreach & Drop In
- Healthpoint Dental
- Hopelink - Adult Education
- Kinderling - Early Care and Education Consultation

Cultural Inclusion Services

- India Association of Western WA

Senior Services

- Easterseals

**Minor Change in Service Delivery**

Some nonprofits recorded less significant changes in their second quarter reporting. These organizations include:

- Athletes for Kids
- Eastside Friends of Seniors
- Friends of Youth - Youth & Family Counseling
- India Association of Western Washington - Cultural Navigator
- King County Bar Association
- Washington Poison Center

**Undetermined Change in Service Delivery**

Other nonprofits submitted data that did not provide a clear picture of changes in service delivery during the second quarter. These primarily include shelter programs, which have historically had difficulty collecting reliable data to assign clients to specific cities.

- Assistance League
- Catholic Community Services - Eastside Emergency Shelter
- Chinese Information Service Center
- Congregations for Homeless - Eastside Womens' Shelter
- Congregations for Homeless - Year Round Rotating Shelter
- Congregations for Homeless - Day Center
- Congregations for Homeless - Housing

- Friends of Youth - TLP Housing Homeless Young Adults
- Friends of Youth - Young Adult Shelter
- Hopelink - Housing
- The Sophia Way - Outreach
- The Sophia Way - Eastside Women's Shelter
- YMCA

# CHRISTIE MALCHOW

Deputy Mayor



## COUNCIL REPORT 8/11/20

EMAIL:

[cmalchow@sammamish.us](mailto:cmalchow@sammamish.us)

### 7/22/2020: Kokanee Working Group Meeting

- Please watch this very cool video, which utilized the services of Light Hawk to fly Kokanee to Orcas island as part of their broodstock program:
  - <https://vimeo.com/369617815>
- KWG continues to try to get the Kokanee (and specifically the Spawning Grounds movie) incorporated into local school district curriculums.
- Salmon Days is going to be a mixed event of virtual and may be some dispersed live activities.
- They went through several projects, both in and around Sammamish. Of note is Ebright:

#### Ebright Creek ELSP Culvert: (Stephanie Sullivan – City of Sammamish)

- 60% plans and cost estimate are anticipated in July.
- Project team submitted the Joint Aquatic Resources Permit Application (JARPA) to the Army Corps of Engineers.
- The project was selected for a WRIA 8 Cooperative Watershed Management Grant, in the amount of \$85,685. Award is contingent on King County Flood Control District approval.
- Submitted the final application for construction funding in the amount of \$450,000 from the 2021-2023 Brian Abbott Fish Barrier Removal Board Grant. 30% cost estimate for construction is \$1.6 million.
- Completed potholing on the sewer line. Project team is continuing to coordinate with utility owners.
- HPA was issued by WDFW on 6/23/2020.

Project updates and other information are available at this website:

### 7/22/2020 SCA Webinar: Online Meetings with Ann McFarland

- **Live** closed captioning in broadcasts is required by the ADA, section 508

# CHRISTIE MALCHOW

Deputy Mayor



## COUNCIL REPORT 8/11/20

EMAIL: [cmalchow@sammamish.us](mailto:cmalchow@sammamish.us)

- “Chat” (which we use) is required to be saved and is a public record.
- Ann recommends using a “round robin” method to allow us to all speak (not the chat).

- The Chair keeps a “speaking chart” and call on each person in turn, the chair speaks last. The chart is followed

1 Show - 2020-07-22 SCA-Webinar-PRESENTATION.pptx - PowerPoint

SPEAKING CHART							
Name	1	2	3	4	5	6	etc.
Garcia							
Jackson							
Juma							
Lee							
Patel							
Smith							
Young							

alphabetically (per Robert’s rules)

- No arguments between members should every be allowed to occur.
- No interrupting (except for a point of order)
- I thought this was rather timely consider our passage of such a rule,

Ann stated this about how long to talk (and recommends the chair state “Thank you, your time is up” when the speaker has expended their allotted time.

- Ann suggests public comment is not read into the record if received electronically (for time management), so our form seems to follow her recommendations to a T.

- Chair’s roll in these online meetings:

- A few other recommendations:
  - Don't chew gum
  - Dress professionally
  - Be mindful of your background

- Turn off your "self view" so you are looking at your fellow Councilmembers, not yourself (not sure we can with GoToMeeting).
- City of Burien has guidelines that were highlighted (will forward once received).

**8/5/2020 Participated in Mandatory Diversity Training with City of Sammamish**

- It was recorded, so for those Councilmembers (I believe only myself & CM Treen participated in the live version), you can request to watch the training.
- Training was done by Dr. Bryant Marks

# COUNCIL REPORT

AUG 11, 2020

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## MANAGING STORMWATER FACILITIES

Maintenance Guidelines for  
Private Property Owners and HOA's

**STORMWATER MEETING JULY 29TH**

### AGENDA

Wednesday, July 29, 2020

5:30 p.m. Welcome/Introductions & Overview of Agenda - Kristi Carpenter,  
Skagit Conservation District

5:35 p.m. Municipal Overview - Diane Hennebert, City of Anacortes

6:00 p.m. Detention Pond Maintenance: Nuts & Bolts - Reid Armstrong,  
Kulshan Services, LLC

6:40 p.m. Involving Your Neighborhood Community - Kristi Carpenter,  
Skagit Conservation District

6:45 p.m. Questions/Answers

7:00 p.m. Adjourn

Sponsored by:

Skagit County, the Cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley,  
Port of Skagit County, Kulshan Services, and Skagit Conservation District

## MANDATORY DIVERSITY TRAINING WITH CITY OF SAMMAMISH

### What is Implicit Bias

#### TRAINING VIRTUAL MEETING AUG 5TH

We were asked to take the Implicit Associations Test (IAT) before the meeting.

If you are reading this it is worth your time to access <https://implicit.harvard.edu/implicit/selectatest.html> and take several of the tests. The program gives you immediate feedback.

Take aways from meeting for me:

We are all human. We all have a brain.

My implicit bias are attitudes or stereotypes that affect my actions, decisions in an unconscious manner. Implicit Biases are based on an individual's exposure. Example, I love sports because of my exposure by family, friends, and social structure.

Our implicit bias leads to our prejudices.

Future training would be helpful for growth in this area.