



# City Council, Regular Meeting

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## **AGENDA** **Revised**

6:30 pm – 9:30 pm

January 6, 2015

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Approval of Agenda and Consent Agenda**

**Student Liaison Reports**

**Presentations/Proclamations**

- Election – Deputy Mayor for 2015
- Eastside Catholic High School Football Team/2014 3A Washington State Champions
- King Conservation District
- Government Finance Officers Association Award

**Public Comment**

**Note:** *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at [manderson@sammamish.us](mailto:manderson@sammamish.us)*

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.

## Consent Agenda

- Payroll for period ending November 30, 2014 for pay date December 5, 2014 in the amount of \$ 291,938.37
- Payroll for period ending December 15, 2014 for pay date December 19, 2014 in the amount of \$ 291,674.32
- 1. **Approval:** Claims for period ending December 2, 2014 in the amount of \$ 1,433,704.42 for Check No. 39122 through 39223
- 2. **Approval:** Claims for period ending December 16, 2014 in the amount of \$ 2,598,080.57 for Check No. 39224 through 39336
- 3. **Resolution:** Extending The Terms Of Sammamish Planning Commission Members Mike Collins And Mike Luxenberg For The Purpose Of Completing The 2015 Comprehensive Plan Update
- 4. **Resolution:** Granting Final Plat Approval To The Plat Of Trossachs Division 17
- 5. **Resolution:** Accepting The 2013 Pavement Crack Sealing As Complete.
- 6. **Contract:** Customer Survey for Solid Waste and Cable/Elway
- 7. **Grant Approval:** Recycling Services
- 8. **Amendment:** Blue Board Sign Installation/Piedmont Signs
- 9. **Approval:** December 2, 2014 Regular Meeting Minutes
- 10. **Approval:** December 9, 2014 Study Session Notes

## Public Hearing - None

## Unfinished Business - None

## New Business

11. **Ordinance:** First Reading Related To Underage Gatherings And Adopting A New Chapter 8.20 Of The Sammamish Municipal Code; Providing For Severability; And Establishing An Effective Date

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**12. Ordinance:** First Reading Related To Parking Violations, And Specifically Amending SMC Sections 46.30.050, 46.30.060, And 46.30.070; Providing For Severability; And Establishing An Effective Date

**13. Resolution:** Adopting Legislative Priorities For 2015

**14.** Commission Interviews

### **Council Reports**

- Appoint 2015 Eastside Transportation Representatives

### **City Manager Report**

**Executive Session** – Potential Litigation pursuant to RCW 42.30.110(1)(i)

### **Adjournment**



## AGENDA CALENDAR

<b>Jan 2015</b>			
Tues 1/13	6:30 pm	Study Session/Special Meeting	SS:Land Use Discussion –Schools,Churches,Group Homes, etc. SS:Asset Acquisition Ordinance: Second Reading Social Host Ordinance: Second Reading Illegal Parking Fines Resolution: Commission Appointments Solid Waste and Cable Survey Questions
Mon 1/19	Closed	Holiday	Martin Luther King Day
Tues 1/20	6:30 pm	Regular Meeting	Cancelled
Thurs 1/22	6:00 pm	Council Retreat	Suncadia Resort
Friday 1/23	9:00 am	Council Retreat	Suncadia Resort
Sat 1/24	9:00 am	Council Retreat	Suncadia Resort
<b>Feb 2015</b>			
Tues 2/3	6:30 pm	Regular Meeting	Resolution: Ballot Measure for Klahanie Annexation for April 28 Election Appointment: Klahanie Ballot Measure Pro/Con Committees
Tues 2/10	6:30 pm	Study Session	Transportation Study Session:Transit,Commute Corridors, Connectivity,Trail
Mon 2/16		President’s Day	City Offices Closed
Tues 2/17	6:30 pm	Regular Meeting	SS: Sustainability & Alternative Housing Discussion SS: ARCH Discussion
<b>Mar 2015</b>			
Tues 3/3	6:30 pm	Regular Meeting	
Tues 3/10	6:30 pm	Study Session	Town Center Update
Mon 3/16	6:30 pm	COW Meeting	
Tues 3/17	6:30 pm	Regular Meeting	
<b>April 2015</b>			
Tues 4/7	6:30 pm	Regular Meeting	
Tues 4/14	6:30 pm	Study Session	
Mon 4/20	6:30 pm	COW Meeting	
Tues 4/21	6:30 pm	Regular Meeting	
<b>May 2015</b>			
Tues 5/5	6:30 pm	Regular Meeting	
Tues 5/12	6:30 pm	Study Session	YMCA Property Development Discussion
Mon 5/18	6:30 pm	COW Meeting	
Tues 5/19	6:30 pm	Regular Meeting	
<b>June 2015</b>			
Tues 6/2	6:30 pm	Regular Meeting	
Tues 6/9	6:30 pm	Study Session	
Mon 6/15	6:30 pm	COW Meeting	

Tues 6/16	6:30 pm	Regular Meeting	
<b>July 2015</b>			
Tues 7/7	6:30 pm	Regular Meeting	
Tues 7/14	6:30 pm	Study Session	
Mon 7/20	6:30 pm	COW Meeting	
Tues 7/21	6:30 pm	Regular Meeting	
<b>August 2015</b>			NO MEETINGS
<b>Sept 2015</b>			
Tues 9/1	6:30 pm	Regular Meeting	
Tues 9/8	6:30 pm	Study Session	
Tues 9/15	6:20 pm	Regular Meeting	
Mon 9/21	6:30 pm	COW Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
Ordinance: Second Reading Puget Sound Energy Franchise		Economic Development Plan Comp Plan	Mountains to Sound Greenway Sustainability/Climate Change

If you are looking for facility rentals, please click [here](#).

<< December

## January 2015

February >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 New Year's Day City offices closed	2	3
4	5 6 p.m. "A Cut Above" - RECEPTION	6 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	7 6:30 p.m. Parks and Recreation Commission Meeting	8 6:30 p.m. Planning Commission Meeting	9	10
11	12	13 6:30 p.m. Special Meeting / Study Session	14	15 6:30 p.m. Planning Commission Meeting	16	17
18	19 Birthday of Martin Luther King, Jr. City offices closed 10 a.m. MLK Day Volunteer Opportunity	20 8:30 a.m. Art Exhibit - Anne Anderson - Silk paintings 6:30 p.m. City Council Meeting Canceled	21	22 6 p.m. City Council Retreat 6:30 p.m. Planning Commission Meeting	23 9 a.m. City Council Retreat	24 9 a.m. City Council Retreat 10 a.m. "Build It Sammamish" - LEGO Event
25	26 6:30 p.m. Arts Commission Meeting	27	28	29	30	31

If you are looking for facility rentals, please click [here](#).

<< January

## February 2015

March >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	4 6:30 p.m. Parks and Recreation Commission Meeting	5 6:30 p.m. Planning Commission Meeting	6	7
8	9	10 6:30 p.m. City Council Study Session	11	12	13	14
15	16 Washington's Birthday City offices closed	17 6:30 p.m. City Council Meeting 7:30 p.m. "Messiaen Around with Time" - Simple Measures	18	19 6:30 p.m. Planning Commission Meeting	20	21
22	23 6:30 p.m. Arts Commission Meeting	24	25	26	27	28



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** November 26, 2014  
**RE:** Claims for December 2, 2014

\$ 50,405.92  
 1,370,831.64  
 12,466.86

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

King County Sheriff	\$405,376.83	Police Services - October 2014
Lakeside Industries	\$330,250.56	Pavement Program Overlays - Sept/Oct 2014
Pellco Construction	\$270,585.83	Sammamish Landing Parking Lot - October 2014
All Around Fence	\$78,259.01	ESP Backstop Improvements
King County Finance	\$55,881.31	Road & Jail Services - October 2014
Jacobsen Engineering	\$20,366.81	ITS Phase 1
HWA Geosciences	\$19,662.24	Sammamish Landing 9/20 - 10/31/14
Studio 3MW	\$15,475.30	Comp Plan Rewrite Aug/Sept 2014
Plantscapes	\$13,797.00	Pond Maintenance
Transportation Solutions	\$11,938.75	Comp Plan Update

**TOTAL \$ 1,433,704.42**

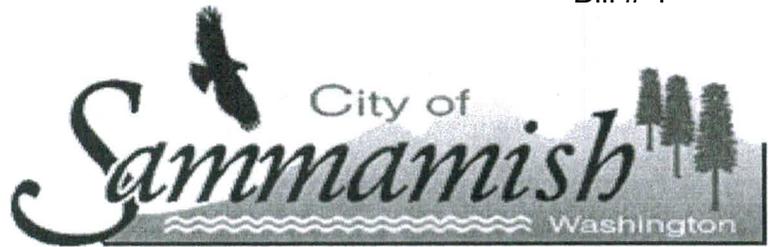
**Checks # 39122 - 39223**

50,405.92 +  
 1,370,831.64 +  
 12,466.86 +  
 1,433,704.42 +

Accounts Payable

Check Register Totals Only

User: jbass  
 Printed: 11/20/2014 - 10:19 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
39122	11/20/2014	ANI	ANI Administrators NW Inc	1,470.22	39,122
39123	11/20/2014	ICMA401	ICMA 401	38,672.95	39,123
39124	11/20/2014	ICMA457	ICMA457	9,711.15	39,124
39125	11/20/2014	IDHW	Idaho Child Support Receipting	326.50	39,125
39126	11/20/2014	KINGSUP	King County Superior Court	225.10	39,126
Check Total:				50,405.92	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
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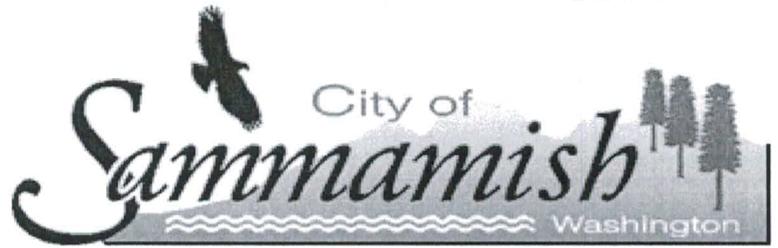
Check	Date	Vendor No	Vendor Name	Amount	Voucher
39127	12/02/2014	AGSPRAY	AG Spray Equipment	202.03	39,127
39128	12/02/2014	ALLAROUN	All Around Fence Co	78,259.01	39,128
39129	12/02/2014	ANI	ANI Administrators NW Inc	342.00	39,129
39130	12/02/2014	AT&TMOBI	AT&T Mobility	61.59	39,130
39131	12/02/2014	ATWOOD	Sarah Atwood	80.00	39,131
39132	12/02/2014	AXIS	Axis Survey and Mapping	1,280.00	39,132
39133	12/02/2014	BACKGROU	Background Source Intl	82.00	39,133
39134	12/02/2014	BELZAK	Steve Belzak	24.64	39,134
39135	12/02/2014	BEST	Best Parking Lot Cleaning, Inc	273.75	39,135
39136	12/02/2014	BHC	BHC Consultants, LLC	11,310.00	39,136
39137	12/02/2014	BURTON	Cheryl Burton	569.60	39,137
39138	12/02/2014	CADMAN	Cadman, Inc.	3,694.01	39,138
39139	12/02/2014	CENTLIN2	Century Link	46.51	39,139
39140	12/02/2014	CEZAR	Susan Cezar	3.16	39,140
39141	12/02/2014	COMCAST2	COMCAST	194.21	39,141
39142	12/02/2014	CURRY	Kathy Curry	100.24	39,142
39143	12/02/2014	DELL	Dell Marketing L.P.	1,900.00	39,143
39144	12/02/2014	DIJULIO	DiJulio Displays, Inc	1,581.05	39,144
39145	12/02/2014	DONOVAN	Darci Donovan	451.12	39,145
39146	12/02/2014	DRSI	DRSI	153.45	39,146
39147	12/02/2014	EVANS	David Evans & Associates, Inc	8,629.34	39,147
39148	12/02/2014	EVERFORD	Evergreen Ford	320.43	39,148
39149	12/02/2014	EVSAN	Evergreen Sanitation, Inc	2,688.22	39,149
39150	12/02/2014	FASTSIGN	Fastsigns Bellevue	1,637.03	39,150
39151	12/02/2014	FRAME	Scott Frame	102.00	39,151
39152	12/02/2014	GALT	John E. Galt	875.00	39,152
39153	12/02/2014	GOVDELIV	GovDelivery, Inc.	5,840.00	39,153
39154	12/02/2014	GRAINGER	Grainger	125.16	39,154
39155	12/02/2014	GRAYOS	Gray & Osborne, Inc.	7,249.44	39,155
39156	12/02/2014	GREENEAR	The Green Earth Deicer Company	10,096.00	39,156
39157	12/02/2014	HOGAN	D. A. Hogan & Assoc., Inc	925.00	39,157
39158	12/02/2014	HOLZHAUE	Kate Holzhauser	202.48	39,158
39159	12/02/2014	HONDAKU	Issaquah Honda Kubota	1,417.59	39,159
39160	12/02/2014	HOWARD	Lyman Howard	15.88	39,160
39161	12/02/2014	HWA	HWA GeoSciences, Inc	19,662.24	39,161
39162	12/02/2014	INFINITI	Infiniti Window Coverings	3,301.46	39,162
39163	12/02/2014	INTEGRA	Integra Telecom	1,651.48	39,163
39164	12/02/2014	ISSAQ1	Issaquah Press, Inc.	512.00	39,164
39165	12/02/2014	ISSIGNS	Issaquah Signs	301.13	39,165
39166	12/02/2014	IVOXY	Ivoxy Consulting LLC	5,306.06	39,166
39167	12/02/2014	JACOBSEN	Jacobs Engineering Group, Inc	20,366.81	39,167
39168	12/02/2014	KINGFI	King County Finance A/R	55,881.31	39,168
39169	12/02/2014	KINGSH	King County Sheriff's Office	405,376.83	39,169
39170	12/02/2014	KINGTREA	King County Treasurer	50.00	39,170
39171	12/02/2014	KINGWAT	King County Finance Water & Land D	5,526.17	39,171
39172	12/02/2014	KLEINFEL	Kleinfelder, Inc.	8,866.84	39,172
39173	12/02/2014	L&IBOIL	Dept of Labor & Industries	86.00	39,173
39174	12/02/2014	LAFRANCE	Eric LaFrance	176.13	39,174
39175	12/02/2014	LAKESIDE	Lakeside Industries	330,250.56	39,175
39176	12/02/2014	MARSHALA	Lauren Marshall	200.00	39,176

Check	Date	Vendor No	Vendor Name	Amount	Voucher
39177	12/02/2014	MAXIM	Evan Maxim	48.90	39,177
39178	12/02/2014	MINUTE	Mike Immel	317.13	39,178
39179	12/02/2014	NC MACH	NC Machinery Co	307.01	39,179
39180	12/02/2014	NESAM	NE Sammamish Sewer & Water	330.77	39,180
39181	12/02/2014	NWCASC	Honey Bucket	288.75	39,181
39182	12/02/2014	NWNUISAN	Willard's Pest Control Company	970.16	39,182
39183	12/02/2014	OLDMCDEB	Old McDebbie's Farm, Inc.	1,360.00	39,183
39184	12/02/2014	PACE	Pace Engineers, Inc.	2,546.75	39,184
39185	12/02/2014	PACPOWER	Pacific Power Group LLC	1,308.17	39,185
39186	12/02/2014	PACRIM	Pacific Rim Equipment Rental	1,109.23	39,186
39187	12/02/2014	PACSOIL	Pacific Topsoils, Inc	2,630.54	39,187
39188	12/02/2014	PARAME	Parametrix, Inc.	2,271.02	39,188
39189	12/02/2014	PELLCO	Pellco Construction Inc	270,585.83	39,189
39190	12/02/2014	PLANTSCA	Plantscapes, Inc	13,797.00	39,190
39191	12/02/2014	PLATT	Rexel, Inc.	363.83	39,191
39192	12/02/2014	PRECCON	Precision Concrete Cutting	383.25	39,192
39193	12/02/2014	PSE	Puget Sound Energy	5,525.59	39,193
39194	12/02/2014	QBS	Quality Business Systems	539.55	39,194
39195	12/02/2014	QUALITYW	Quality Windshield Repair, Inc	208.05	39,195
39196	12/02/2014	REDMOND	City Of Redmond	31.35	39,196
39197	12/02/2014	Sam	Sammamish Plateau Water Sewer	4,005.84	39,197
39198	12/02/2014	SEALEGAL	Seattle Legal Messenger Services	32.50	39,198
39199	12/02/2014	SEQUOYAH	Sequoyah Electric, LLC	1,237.72	39,199
39200	12/02/2014	SHANNONW	Shannon & Wilson Inc	4,095.40	39,200
39201	12/02/2014	SOUNDPUB	Sound Publishing, Inc	422.25	39,201
39202	12/02/2014	STANTEC	Stantec Consulting Services	5,745.10	39,202
39203	12/02/2014	STAPLES	Staples Advantage	742.64	39,203
39204	12/02/2014	STUDIO3M	Studio 3MW, LLP	15,475.30	39,204
39205	12/02/2014	STURM	Robert Sturm	531.00	39,205
39206	12/02/2014	TANGERIN	Tangerine Tales	785.00	39,206
39207	12/02/2014	TOPTOBOT	Top To Bottom Janitorial, Inc	10,300.83	39,207
39208	12/02/2014	TRANSOLU	Transportation Solutions, Inc	11,938.75	39,208
39209	12/02/2014	USHEALTH	U S Healthworks	144.00	39,209
39210	12/02/2014	VACKER	Vacker	1,424.89	39,210
39211	12/02/2014	VERIZON	Verizon Wireless	2,159.77	39,211
39212	12/02/2014	WAAUDIT	Wa State Auditor's Office	1,698.92	39,212
39213	12/02/2014	WABO1	Wa Assoc of Bldg Officials	50.00	39,213
39214	12/02/2014	WATERSH	The Watershed Company	3,820.00	39,214
39215	12/02/2014	WATRACTO	Washington Tractor	2,391.16	39,215
39216	12/02/2014	WAWORK	Washington Workwear Stores Inc	134.14	39,216
39217	12/02/2014	WERRE	Lisa Werre	104.21	39,217
39218	12/02/2014	WHARTON	Cassie Wharton	66.00	39,218
39219	12/02/2014	YMCA	YMCA Of Greater Seattle	200.00	39,219
39220	12/02/2014	ZUMAR	Zumar Industries, Inc.	156.38	39,220
				Check Total:	1,370,831.64

# Accounts Payable

## Check Register Totals Only

User: mdunham  
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
39221	12/02/2014	NESAM	NE Sammamish Sewer & Water	150.00	39,221
39222	12/02/2014	PRINCESS	Princess Parties	475.00	39,222
39223	12/02/2014	SAM	Sammamish Plateau Water Sewer	11,841.86	39,223
				Check Total:	12,466.86





## MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** December 12, 2014  
**RE:** Claims for December 16, 2014

\$ 492,742.49  
 17,354.61  
 2,056.00  
 2,598,080.57

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

Porter Brothers Construction	\$1,098,288.83	Community & Aquatic Center - November 2014
Eastside Fire & Rescue	\$491,206.08	Fire Services - December 2014
King County Sheriff	\$411,285.83	Police Services Nov/Dec 2013 & Jan 2014 + Drug Fund
Pellco Construction	\$161,866.40	Sammamish Landing Parking Lot - November 2014
Jacobs Engineering	\$71,929.53	Sammamish ITS Phase 1
King County Water & Land	\$40,742.91	1996/1999 Debt Service
Barker Rinker Seacat	\$30,326.78	Community & Aquatic Center - November 2014
Best Parking Lot Cleaning	\$28,640.72	Street & Parks Sweeping - November 2014
Kenyon Disend	\$24,778.99	Attorney Services - November 2014
Stewart MacNichols & Hammell	\$14,480.00	Public Defense Services July - November 2014

**TOTAL \$ 3,110,233.67**  
**Checks # 39224 - 39336**

492,742.49 +  
 17,354.61 +  
 2,056.00 +  
 2,598,080.57 +  
 3,110,233.67G+

# Accounts Payable

## Check Register Totals Only

User: mdunham  
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
39224	12/05/2014	AMEX	American Express	103.63	39,224
39225	12/05/2014	ANI	ANI Administrators NW Inc	1,470.22	39,225
39226	12/05/2014	AWCMED	AWC Employee BenefitsTrust	112,825.19	39,226
39227	12/05/2014	ICMA401	ICMA 401	39,913.09	39,227
39228	12/05/2014	ICMA457	ICMA457	8,404.44	39,228
39229	12/05/2014	IDHW	Idaho Child Support Receipting	326.50	39,229
39230	12/05/2014	ISD	Issaquah School District	41,106.00	39,230
39231	12/05/2014	LWSD	Lake Washington School Dist	274,633.00	39,231
39232	12/05/2014	PREPAIDL	LegalShield	135.50	39,232
39233	12/05/2014	PSE	Puget Sound Energy	416.61	39,233
39234	12/05/2014	SAM	Sammamish Plateau Water Sewer	13,408.31	39,234
Check Total:				492,742.49	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
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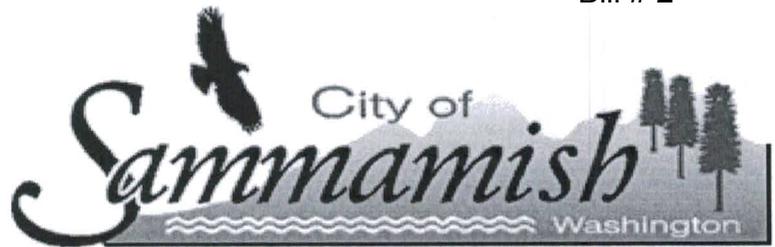


Check	Date	Vendor No	Vendor Name	Amount	Voucher
39235	12/05/2014	US BANK	U. S. Bank Corp Payment System	17,354.61	39,235
				<hr/> <hr/>	
Check Total:				17,354.61	
				<hr/> <hr/>	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
39236	12/11/2014	LWSD	Lake Washington School Dist	2,056.00	39,236
				Check Total:	
				2,056.00	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 12/11/2014 - 12:10 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
39237	12/16/2014	AGSPRAY	AG Spray Equipment	849.37	39,237
39238	12/16/2014	ALDWORTH	Kurt Aldworth	34.72	39,238
39239	12/16/2014	ALLAROUN	All Around Fence Co	5,778.97	39,239
39240	12/16/2014	ANDERMEL	Melonie Anderson	22.96	39,240
39241	12/16/2014	BACKGROU	Background Source Intl	32.00	39,241
39242	12/16/2014	BEST	Best Parking Lot Cleaning, Inc	28,640.72	39,242
39243	12/16/2014	BLUELINE	Blue Line Training	149.00	39,243
39244	12/16/2014	BRS	Barker Rinker Seacat Architecture	30,326.78	39,244
39245	12/16/2014	BRUNE	Susan Brune	10.75	39,245
39246	12/16/2014	CADMAN	Cadman, Inc.	991.19	39,246
39247	12/16/2014	CENTLIN2	Century Link	65.99	39,247
39248	12/16/2014	CODEPUB	Code Publishing Inc	384.35	39,248
39249	12/16/2014	COMCAST2	COMCAST	247.68	39,249
39250	12/16/2014	COMCAST3	Comcast	1,233.15	39,250
39251	12/16/2014	COSTCO	Costco Wholesale	1,182.64	39,251
39252	12/16/2014	CRESSY	Cressy Door Co., Inc	364.09	39,252
39253	12/16/2014	DAY	Day Wireless Systems	372.30	39,253
39254	12/16/2014	DEERE	John Deere Landscapes	161.10	39,254
39255	12/16/2014	DELL	Dell Marketing L.P.	1,887.75	39,255
39256	12/16/2014	DONOVAN	Darci Donovan	30.31	39,256
39257	12/16/2014	DRHORTON	SSHI LLC dba D. R. Horton	7,500.00	39,257
39258	12/16/2014	EASTFIRE	Eastside Fire & Rescue	491,206.08	39,258
39259	12/16/2014	EVANS	David Evans & Associates, Inc	6,724.97	39,259
39260	12/16/2014	EVERSONS	Everson's Econo Vac, Inc.	2,820.58	39,260
39261	12/16/2014	FASTENAL	Fastenal Industrial Supplies	34.10	39,261
39262	12/16/2014	FIREPROT	Fire Protection, Inc.	366.29	39,262
39263	12/16/2014	FRANCO	Francotyp-Postalia, Inc	351.50	39,263
39264	12/16/2014	FRONTIR2	Frontier	380.49	39,264
39265	12/16/2014	FRUHLING	Fruhling, Inc	8,198.82	39,265
39266	12/16/2014	GALT	John E. Galt	781.25	39,266
39267	12/16/2014	GOODSON	David M. Goodson	300.00	39,267
39268	12/16/2014	GRANGE	Grange Supply, Inc.	1,703.05	39,268
39269	12/16/2014	GREATAME	Great America Financial Services	130.31	39,269
39270	12/16/2014	GUARDIAN	Guardian Security	72.00	39,270
39271	12/16/2014	HACHEY	Lita Hachey	16.46	39,271
39272	12/16/2014	HANDLOS	Lynne Handlos	9.69	39,272
39273	12/16/2014	HDFOWL	H. D. Fowler Company	3,201.33	39,273
39274	12/16/2014	HOGAN	D. A. Hogan & Assoc., Inc	925.00	39,274
39275	12/16/2014	HOMEDE	Home Depot	1,589.95	39,275
39276	12/16/2014	IPS	Integrated Print Solutions, Inc	4,031.64	39,276
39277	12/16/2014	ISSCITY	City Of Issaquah	5,099.00	39,277
39278	12/16/2014	ISSCOMMU	Issaquah Schools Foundation	486.85	39,278
39279	12/16/2014	ISSIGNS	Issaquah Signs	153.30	39,279
39280	12/16/2014	JACOBSEN	Jacobs Engineering Group, Inc	71,929.53	39,280
39281	12/16/2014	JONESELB	Dylan L.B. Jones	191.24	39,281
39282	12/16/2014	KCRADIO	King Cty Radio Comm Svcs	505.06	39,282
39283	12/16/2014	KENYON2	Kenyon Disend PLLC	24,778.99	39,283
39284	12/16/2014	KERSHAW	Kobi Kershaw	102.00	39,284
39285	12/16/2014	KINGFI	King County Finance A/R	930.00	39,285
39286	12/16/2014	KINGSH	King County Sheriff's Office	411,285.83	39,286





**Meeting Date:** January 6, 2015

**Date Submitted:** 12/18/2014

**Originating Department:** Community Development

**Clearances:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Attorney     | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Eastside Fire and Rescue         | <input type="checkbox"/> Police             |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Finance & IT                     | <input type="checkbox"/> Public Works       |

**Subject:** A resolution extending the term of two Planning Commissioners for the purpose of completing the 2015 Comprehensive Plan update.

**Action Required:** Approve Resolution

**Exhibits:** 1. Resolution

**Budget:** N/A

**Summary Statement:** This resolution will extend the term of Planning Commissioners Mike Collins and Mike Luxenberg until February 28, 2015.

**Background:** The Planning Commission has been working on the 2015 Comprehensive Plan update since 2013. It is anticipated the Planning Commission will have its recommendations completed by the end of February, one month after the terms of Mike Collins and Mike Luxenberg expire. Both Commissioners have expressed interest in extending their respective terms for one month to allow the current Planning Commission to complete this important work. The term extensions of both Commissioners to February 28, 2015 will help the City ensure continuity in the Planning Commission recommendations for the 2015 Comprehensive Plan update as well as keep the overall effort on schedule. The 2015 Comprehensive Plan update is required to be completed by the City by June 30, 2015.

**Financial Impact:** N/A

**Recommended Motion:** Approve resolution



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2015-\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, EXTENDING THE TERMS OF  
SAMMAMISH PLANNING COMMISSION MEMBERS  
MIKE COLLINS AND MIKE LUXENBERG FOR THE  
PURPOSE OF COMPLETING THE 2015 COMPREHENSIVE  
PLAN UPDATE**

WHEREAS, the Planning Commission is in the process of revising the City's Comprehensive Plan; and

WHEREAS, the 2015 Comprehensive Plan update work by the Planning Commission will extend beyond January 31, 2015 in order to complete their recommendations; and

WHEREAS, current terms of Commissioners Mike Collins and Mike Luxenberg will both end on January 31, 2015 and the City Council desires to extend terms of both until the 2015 Comprehensive Plan update work is completed; and

WHEREAS, Commissioners Mike Collins and Mike Luxenberg have agreed to extend their term through February 28, 2015 in order to complete the remaining work on the 2015 Comprehensive Plan update;

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

Section 1. The City Council hereby extends the terms of Commissioners Mike Collins and Mike Luxenberg through February 28, 2015.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_ DAY OF JANUARY, 2015.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

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

December 18, 2014  
R2015-\_\_\_



**Meeting Date:** January 6, 2015

**Date Submitted:** 12/23/2014

**Originating Department:** Community Development

**Clearances:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Attorney                | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation      |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Eastside Fire and Rescue         | <input type="checkbox"/> Police                  |
| <input checked="" type="checkbox"/> City Manager | <input checked="" type="checkbox"/> Finance & IT          | <input checked="" type="checkbox"/> Public Works |

**Subject:** Resolution: Final Plat for Trossachs Division 17 Subdivision of 23 lots

**Action Required:** Motion to adopt resolution approving the subdivision

- Exhibits:**
1. Draft Resolution
  2. Hearing Examiner Decision
  3. Matrix showing plat conditions and responses
  4. Map of Final Plat
  5. Vicinity Map

**Budget:** N/A - Legislative Approval

**Summary Statement:**

The developer of the Trossachs development is seeking to record the second phase of Trossachs 14, now known as Trossachs Division 17, which will create 23 new single family lots.

**Background:**

The proposed final plat of Trossachs Division 17 is the last phase of the subdivision originally processed at preliminary plat as Trossachs Division 14 subdivision, which authorized the eventual creation of 51 lots. The preliminary plat was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on March 5, 2008. The Hearing Examiner approved the phased development of this subdivision; the first phase (Trossachs Division 16) created 28 lots. Trossachs Division 17 will create the remaining 23 lots.

The subdivision application is vested to the City of Sammamish Municipal Code in effect on August 12, 2005 per a settlement agreement. The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc) improvements under site development permit SDP2014-00542. The improvements have been substantially completed and inspected. The final lift of asphalt, and street trees etc. have been bonded for (see below).

The area of the site currently being subdivided is zoned Residential, 4 units per acre (R-4) and Residential, 1 unit per acre (R-1). The subject site is constrained by on-site wetland areas, which will be located in a separate critical areas tract. Access to this phase of development is via SE 9<sup>th</sup> Way.

*Performance Bond:*

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$679,931.50.

*Landscaping Bond:*

The applicant has posted a street landscaping, recreation improvement and tree retention performance bond in the amount of \$82,780. The applicant has also posted a performance bond for landscaping within the street right-of-way, in the amount of \$54,155.

*Critical Areas Bonding:*

The applicant has posted a wetland mitigation and restoration associated within the street construction performance bond in the amount of \$49,562.61.

*Transportation Mitigation Fees:*

The applicant has paid 30 percent of the traffic mitigation impact fee in the amount of \$86,250. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale as allowed by city code on a per lot basis.

*School Mitigation Fees paid to the City of Sammamish:*

The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of \$65,895 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

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 and will be met in a timely manner.

**Financial Impact:**

N/A

**Recommended Motion:**

Approve the 23-lot Trossachs Division 17 subdivision, and authorize the Mayor to sign the mylars for the final plat.

**CITY OF SAMMAMISH  
WASHINGTON  
Resolution No. R2015-\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO  
THE PLAT OF TROSSACHS DIVISION 17**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Trossachs Division 17 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 second and final phase (23-lot) plat of the Trossachs Division 17 subdivision, formerly known as Trossachs Division 14;

**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 March 5, 2008 for the preliminary plat of Trossachs Division 14.

Section 2. Grant of Approval. The City Council hereby grants final approval to the second and final phase (23-lots) of the Trossachs Division 17 plat, which was formerly known as Trossachs Division 14.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF JANUARY 2015.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk: December 22, 2014  
Passed by the City Council:  
Resolution No.: R2015-\_\_\_\_\_

**BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH**

<b>Application of Trossachs</b>	)	<b>File No. PLN2006-00016</b>
<b>Group for Approval of the</b>	)	<b>FINDINGS OF FACT</b>
<b>Preliminary Plat of</b>	)	<b>CONCLUSIONS OF LAW</b>
<b>Trossachs Division 14.</b>	)	<b>AND DECISION</b>

**DECISION**

The preliminary plat of Trossachs Division 14 is approved, subject to conditions.

**INTRODUCTION**

The application of Trossachs Group (Applicant) for approval of the preliminary plat of Trossachs Division 14 came on for public hearing before Gordon F. Crandall, Hearing Examiner, on January 24, 2008 at 7:00 PM. The hearing was held at Eastside Fire Station 83 and was well attended by the public. Evan Maxim, Senior Planner, presented the City's staff report. Applicant was represented by Ryan Green and Attorney Robert Johns.

The following persons testified under oath:

Ryan Green	Trossachs Group
Bill Dunlap	Trossachs Group
Mike Miller	Trossachs Group
Evan Maxim	Senior Planner, City of Sammamish
Tawni Hoang, P.E	Development Review Engineer
Lloyd Tjan	
Xidong Xu	
Dr. Andy Kindig,	Environmental Consultant
Emily_____	
Colleen George	
Mark Butcher	
Richard Aramburu	Attorney for Friends of Beaver Lake
John Bingham	
Natalie Silvesti	
Walter Kaczynski	
Dennis O'Neill	
Tom Melling	Friends of Beaver Lake
Dyanne Sheldon	Natural Resource Section, OTAK
Brian Hogue	

Kathleen Stoeger

The following exhibits were offered and admitted at the hearing:

<b>Number</b>	<b>Description</b>
1	Staff Report Recommendation to the Hearing Examiner
2	Written comments from public
3	Affidavit of Mailing, posting and publication
4	Subdivision plans
5	Revised wetland study
6	Preliminary Technical Information Report
7	Staff's proposed amendments to recommended conditions
8	Applicant's proposed amendments to recommended conditions
9	Phasing plan for Trossachs 14
10	Map, Beaver Lake Estates and Trossachs
11	Letter: Aramburu and Eustis, with attachments, January 24, 2008
12	Resolution R-2003-157 of City of Sammamish
13.	Letter from Walter and Cyndi Kaczynski, January 24, 2008
14	Letter from Tom Melling, with attachments
15	Letter from Catherine M. Kitto, January 24, 2008
16	Beaver Lake Overview
17	Beaver Lake Management Plan Update, 1996-2000
18	Memorandum, A.C. Kindig and Co., February 16, 2006
19	Memorandum, A.C. Kindig and Co., February 10, 2004
20	Letter, Wm. Dunlap to Susan Cezar, March 14, 2007
21	Critical Areas Mitigation Guidelines, King County
22	Traffic Impact Analysis

At the conclusion of the hearing, the Examiner authorized the City and Applicant to supplement their reports to respond to the testimony and exhibits submitted at the hearing. In addition, members of the public were authorized to submit brief summaries of their concerns (e.g., 1-2 pages) to the Examiner. The additional materials were to be submitted by February 8, 2008, but the deadline was later extended to February 13.

The following supplemental exhibits were submitted:

23	Letter, Angela Ramos, January 28, 2008
24	Letter, Dan Small, February 4, 2008
25	Letter, SSRA Blyth, February 5, 2008
26	Letter, Perry Bongiani, February 5, 2008

- 27 Letter, Renagene Brady, February 8, 2008
- 28 Memorandum, Dyanne Sheldon to Tom Melling and Richard Aramburu, January 23, 2008
- 29 Email, Jeff Beck, February 6, 2008
- 30 Email, Miranda Cantine, February 7, 2008
- 31 Email, Marla Volwiler, February 6, 2008
- 32 Letter, Aramburu and Eustis, (undated)
- 33 Letter, Friends of Beaver Lake with attachments
- 34 Supplement to Staff Report, February 13, 2008
- 34-1 Beaver Lake Management Plan Update, 2001-2006
- 34-2 Memorandum, Tawni Hoang to Evan Maxim, November 9, 2006
- 34-3 Memorandum, Tawni Hoang to Evan Maxim and others, January 12, 2007
- 34-4 Email, Wm. Dunlap to Tawni Hoang, attaching Trossachs 13 estimates
- 34-5 Affidavit of mailing notice of DNS
- 34-6 Recommended traffic improvements, September, 2003
- 35 Letter, Johns Monroe Mitsunaga, February 13, 2008

The record was then closed.

### **FINDINGS OF FACT**

1. *Proposal.* Trossachs Group (Applicant) proposes to subdivide two separate parcels of land adjacent to the existing Trossachs subdivision into 51 single family lots. The subject property is vacant and heavily forested, and contains wetlands and their associated buffers. A site plan is attached as Attachment A.
2. *Location.* The properties are located between SE 9<sup>th</sup> Way and 267<sup>th</sup> Place SE, west and north of Trossachs Division 7. The Beaver Lake Preserve lies to the west and Soaring Eagle Park is to the north. The total area in both parcels is 46.8 acres.
3. *Access.* Access to the northern tract will be from SE 9<sup>th</sup> Way, which now ends in a cul de sac. Access to the southern tract will be by way of 267<sup>th</sup> Place SE and SE 12<sup>th</sup> Way.
4. *SEPA.* A determination of nonsignificance (DNS) was issued for the proposal on November 19, 2007. There was no appeal.
5. *Comprehensive Plan, Zoning.* The Sammamish Comprehensive Plan designates the properties for urban residential use, with 4 dwelling units to the acre. The site

contains R-1, R-4 and R-6 zones and utilizes SMC 21A.25.210 which allows transfer of density from an area with greater to lesser density, subject to specific conditions to prevent reduction of minimum densities, enhance efficient use of needed infrastructure, avoid adverse impacts to the lower density portion or to adjoining lower density properties, and to protect environmentally sensitive areas, wildlife corridors or other natural features. Compliance with the conditions is evaluated during staff review of the proposal.

6. *Open Space, Play Areas.* The proposed project provides 3.67 acres of open space and park areas and will satisfy the minimum requirements for children's play areas.
7. *Critical Areas.* The site includes a large Category 1 wetland (wetland N) and a smaller Category 3 wetland (wetland B). Wetland N requires a 215 foot buffer and wetland B a 50 foot buffer. The extension of SE 9<sup>th</sup> Way (Road A) will be located in or adjacent to the buffer for wetland N. SMC 21A.50.300 permits road crossings in wetlands under certain conditions. The properties are located in a wetland management overlay and a lake management district. These require that R-1 properties limit impervious surfaces to 8% of lot area and that 80% of new phosphorus be removed from stormwater, if feasible. Stormwater from both parts of the project will utilize an existing detention pond and will be managed in accordance with the 1998 King County Stormwater Design Manual and the City's Stormwater Management Comprehensive Plan. Release of detained stormwater will be at the same rate approved for the prior divisions of Trossachs
8. *Transportation.* The proposal passed the concurrency test. However, the SEPA review identified a need to improve the intersection of Duthie Hill Road and Trossachs Boulevard with signalization or other method approved by the Public Works Department. In addition the Applicant volunteered to pay \$237,911.81 as pro rata cost of traffic improvements at East Beaver Lake Drive and SE Belvedere Way, and at South Beaver Lake Drive and 266<sup>th</sup> Way SE. (Condition 14(a)). Both of these intersections are currently closed to through traffic with a barrier, and the City Council has announced that it will not consider opening either intersection until the years 2009 or 2010. There was strenuous opposition to any

- condition which would result in the opening of either of these intersections to through traffic. The barrier on SE Belvedere Way was a condition of approval of the Trossachs Division 2 plat.
9. *Trees.* The sites contain 838 trees in areas not otherwise constrained by critical areas or buffers. Applicant has proposed to retain 35% or 293 of these trees on the property. In addition street trees will be provided in accordance with City requirements.
  10. *Trail.* The site is located on a trail corridor identified in the City's Trails, Bikeways and Paths Plan, and a trail is proposed in the corridor which parallels Trossachs Boulevard.
  11. *School Children.* The proposal will have sidewalks which will provide safe walking conditions for school children who take the bus or walk to school
  12. *Impact Fees.* Applicant will pay impact fees for traffic at the rate of \$12,500 per dwelling unit, and for parks, school and for surface water system development.
  13. *Utilities.* Sewer and water service is available at the sites, and other services are available as well.
  14. *Public Comment. Barriers.* There was opposition to any proposal which would result in the removal of barriers to traffic at East Beaver Lake Drive and SE Belvedere Way and South Beaver Lake Drive and 266<sup>th</sup> Way SE. Opponents contend that there had been no SEPA evaluation of the barrier removal and that one of the barricades was mandated as a condition to a prior plat and could not be removed without modification of that plat. Even though the proposed contribution to the cost of the improvements was "voluntary", they said, the City Council would be more likely to approve barrier removal if such funding was available to pay part of the cost.

Wetlands. Friends of Beaver Lake contend that Road A extending west from the cul de sac in SE 9<sup>th</sup> Way could not be located in the 215 foot buffer for wetland N unless a reasonable use exception was obtained. Friends of Beaver Lake also questioned the buffer averaging calculations as there had been no showing that the required variations in sensitivity had been considered.

Construction of retaining walls at the edge of a buffer would result in damage to

the buffer from heavy equipment, etc. The use of the existing pond for stormwater detention was questioned since it did not meet current standards, particularly as to buffers. Protection of the bog in wetland N was inadequate, they said. An outfall located in an area planned as buffer should be removed, and various objections were directed at a perceived failure to assure continued good water quality entering Beaver Lake.

15. *Responses to Public Comment.* The City responded to the public comments in a supplement to the staff report (Exhibit 34). Applicant responded in a letter from Johns Monroe Mitsunaga (Exhibit 35). Their comments were as follows:

Wetlands. It is Applicant's contention that the new road in the buffer for wetland N was authorized by SMC 21A.50.300(1) which allows such roads if the City decides that no other reasonable alternative access is possible. The City contends that the road is outside the buffer due to buffer averaging, according to the City's wetland expert. Buffer averaging for this and other areas did take into account variations in sensitivity by increasing the buffer in the bog area and reducing the buffer in other areas. Retaining walls constructed of fill material can be constructed from the upland side to avoid damaging the buffer. Issues such as this will be addressed during engineering review and may result in further mitigation. The stormwater pond was designed and constructed with Trossachs 14 in mind and it qualifies as a nonconforming facility. The drainage outfall in a proposed buffer area will be relocated. Water quality from wetland N and its bog has been monitored since 1996 and Beaver Lake shows no deterioration due to development of the prior divisions. Water quality treatments for stormwater from Division 14 will be the same as for the prior divisions.

Barriers. Regarding the barriers, the City concedes that further traffic information will be required before any action to remove the barriers could be taken. The City Council recently announced that it would not consider any barrier removal until 2009 or 2010. The Sammamish Comprehensive Plan identifies the connection of Beaver Lake Drive and Belvedere Way as a recommended transportation improvement. Additional SEPA analysis is needed before any action may be taken to open the intersections. Applicant volunteered to pay a mitigation fee to

pay part of the cost if a decision of the City Council in the future was to open those intersections. The voluntary mitigation was offered as mitigation to the DNS, and cannot now be questioned, the City says, as there was no appeal of the DNS. The condition requiring the barrier in a previous Hearing Examiner decision will be dealt with by the City if and when a decision is made to remove the barrier. .

16. Any conclusion of law deemed to be a finding of fact is adopted as such.

### **CONCLUSIONS OF LAW**

1. The Hearing Examiner is authorized by the Sammamish Municipal Code (SMC) to hear and decide an application for a preliminary plat, subject to appeal to Superior Court. SMC Ch 20.24; Section 20.20.020.
2. RCW 58.17.110 identifies the factors to be considered in evaluating an application for a preliminary plat.

The proposed subdivision and dedication shall not be approved unless the city, town or legislative body makes written findings that:

- a. 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 waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant factors, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- b. The public use and interest will be served by platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication makes such appropriate provisions and that the public use and interest will be served then the legislative body shall approve the proposed subdivision and dedication.

## Exhibit 2

3. SMC Chapter 19.20 provides general principles of acceptability for proposed subdivisions. These principles include (paraphrased):

The proposed plat and its ultimate use shall be in the best interest of the public welfare and the neighborhood development of the area. 19.20.040;

Frontage on high volume trafficways shall be provided with parallel service streets or other appropriate medium of access; 19.20.050

The streets of a subdivision must be connected by surfaced roads to an existing dedicated street. 19.20.090

Right of way needed for the City's street pattern shall be dedicated to the City, 19.20.100

Plats of four or more lots shall provide recreational space. 19.20.110 All plats shall conform to the uses, density, dimensional and other standards of the City's development code. 19.20.120 Variances and exceptions may be approved where hardship, topography or other factual deterrent conditions prevail. 19.20.130

Due regard shall be given to topography of the area, the use of streets for utilities, and for rapid traffic purposes. Intersections of streets with high volume traffic routes require special approval. Right angle intersections are preferred. 19.20.140

4. *Road A*. The objection to the location of Road A cannot be sustained. According to the City the road will be north of the Wetland N buffer. Even if it is within the buffer as Applicant suggests, SMC 21A.50.300 (10) allows a new road in a buffer if no other reasonable alternative is possible, subject to conditions. That appears to be the case here.
5. *Buffer Averaging*. The objection to buffer averaging is without merit. The code requires that in reducing buffer width, variations in the sensitivity of an area must be considered. Road A provides an example. There the buffer was reduced at Road A and increased near the sensitive bog area. The testimony of Kathy Curry, the City's wetland expert, supports the conclusion that buffer averaging was done in compliance with SMC 21A.50.290 (6). That provision allows buffer averaging if it will provide additional protection to wetlands or enhance their functions, so long as the

total area contained in the buffer on the development proposal does not decrease; and when the wetland contains variations in sensitivity and the wetland would benefit from a wider buffer in places and would not be adversely impacted by a narrower buffer in others. The buffer width must not be reduced to less than 50% of the standard buffer width at any location.

6. *Water Quality.* The evidence submitted indicated that due to the regulations imposed by the Lake Management District, water quality entering Beaver Lake has been good. The Beaver Lake Management Plan provides that to maintain the existing trophic status of the lake, an 80% total annual loading removal goal for phosphorus is established for new impervious surface developments prior to stormwater discharges to Beaver Lake. This stringent standard will apply to Trossachs 14.
7. *Outfall in New Buffer Area.* The outfall from the existing draining facility in Tract D lies within a buffer replacement area. While the code permits such facilities under some conditions, the plan is to remove it to another location. There is no issue regarding this outfall.
8. *Retaining Walls at Edge of Buffer.* Dyanne Sheldon, a private wetland expert, observed that there are several retaining walls which form the outside edge of the 215 foot buffer for Wetland N. She states that by being placed immediately on the limit of the buffer, it will not be possible to construct the walls without disturbing the buffer area. She recommends that the walls be offset 15 feet to avoid this loss. Applicant responds that the wall will be made of fill and can be constructed from the upland side. The City says that it intends to require that Road B be moved to the east to avoid potential impacts on the buffer. This procedure is supported by proposed condition 13.
9. *Pond.* The attorney for Friends of Beaver Lake contends that the detention pond has become inconsistent with current buffer requirements in that it is located about 100 feet from Wetland N, which now requires a 215 foot buffer. He urges that buffer replacement be set aside to

compensate for this noncompliance. The City agrees that the pond is nonconforming but cites code sections which allow such uses to be continued. Modifications to a nonconforming use or structure may be approved if the modification does not expand the nonconformity or create a new kind of nonconformity. As the proposed improvements to the pond will allow it to provide the same or greater level of protection to the wetland and its buffer, no additional buffer should be required. The Examiner concurs with the City's analysis.

10. *Barriers to Traffic.* By far the most controversial subject at the hearing and in written materials related to the voluntary mitigation offered by Applicant during the SEPA threshold determination process. Applicant offered to pay \$232,911.81 to facilitate traffic improvements at East Beaver Lake Drive and SE Belvedere Way, and at East Beaver Lake Drive and 266<sup>th</sup> Way SE. This prorated cost of the improvements would be collected at the time of building permit issuance at the rate of \$1,114 per lot. This offer was also made and accepted for Trossachs 13, and is currently in place as a condition to that plat. The City agrees with opponents of the proposal that this SEPA mitigation cannot be utilized unless and until the City Council directs staff to perform the necessary environmental studies as to the cost and effect of the intersection improvements. In short, the condition requires payment for such purpose, but does not authorize removal of the barriers at those locations. The voluntary offer to pay for the intersection improvements was apparently made by Applicant to avoid the possibility that it would be required to prepare and issue an environmental impact statement for the plat. The cost of such a process and the time involved in completing it are powerful incentives to avoid it if at all possible. The payments would be returned if the intersections were not improved. The principal objection of Friends of Beaver Lake and others to the condition was that by offering the pay a substantial portion of the cost of the intersection improvements, the City

Council would be more likely than not to improve the intersections and remove the barriers.

The Examiner agrees that there have been no studies, environmental or otherwise, which would support removal of the barriers. That issue is simply not before the Examiner. The improvement of one of the intersections is, however, on the City's agenda so it is a legitimate area for consideration.

The provision requiring payment to the City into a contingent fund for the intersection improvements was imposed as a condition to the DNS, and added to the plat so that it would be recorded with the plat. The Examiner does not agree with the City's representative that it is unassailable now because there was no appeal of the DNS. As the Examiner observed in a recent decision, to require an opponent of a provision such as this to appeal the DNS before the plat hearing would be a trap for the unwary. An appeal of DNS is to determine whether the threshold determination was correct, that is that an environmental impact statement was not required. The Examiner has jurisdiction to review SEPA conditions to a plat proposal, even if no appeal is filed. See Klineburger, File no. PLN 2006-00009. Here the mitigation was buried on an inside page of the SEPA checklist, and then only by a reference to another document. The DNS itself made no mention of the condition which would have alerted the public to the condition. It was not advertised as a Mitigated Determination of Nonsignificance (MDNS).

The Examiner concludes that as there is no issue as to removal of the barricades, there is no harm in retaining this condition. The City Council is not likely to be swayed in their responsibility to the community by having these funds available, and to suggest otherwise is an affront to their integrity.

11. *Modification of Conditions.* The preliminary plat of Trossachs 14 should be approved, subject to conditions. All requested modifications of the proposed

conditions are approved, except for Applicant's proposed modification of Condition 14 (b) and 37, which is denied. See Exhibits 7 & 8.

12. Any finding of fact deemed to be a conclusion of law is adopted as such.

**DECISION**

The preliminary plat of Trossachs Division 14 is approved, subject to the conditions in Attachment B.

DONE this 5th day of March, 2008

A handwritten signature in black ink that reads "Gordon F. Crandall". The signature is written in a cursive style with a large initial 'G'.

Gordon F. Crandall  
Hearing Examiner

Attachments: A Site Plan  
B Conditions

### **RECONSIDERATION**

Any final action by the Hearing Examiner may be reconsidered within 21 days of issuance of the decision by the Examiner if:

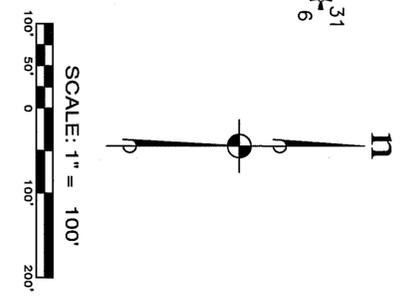
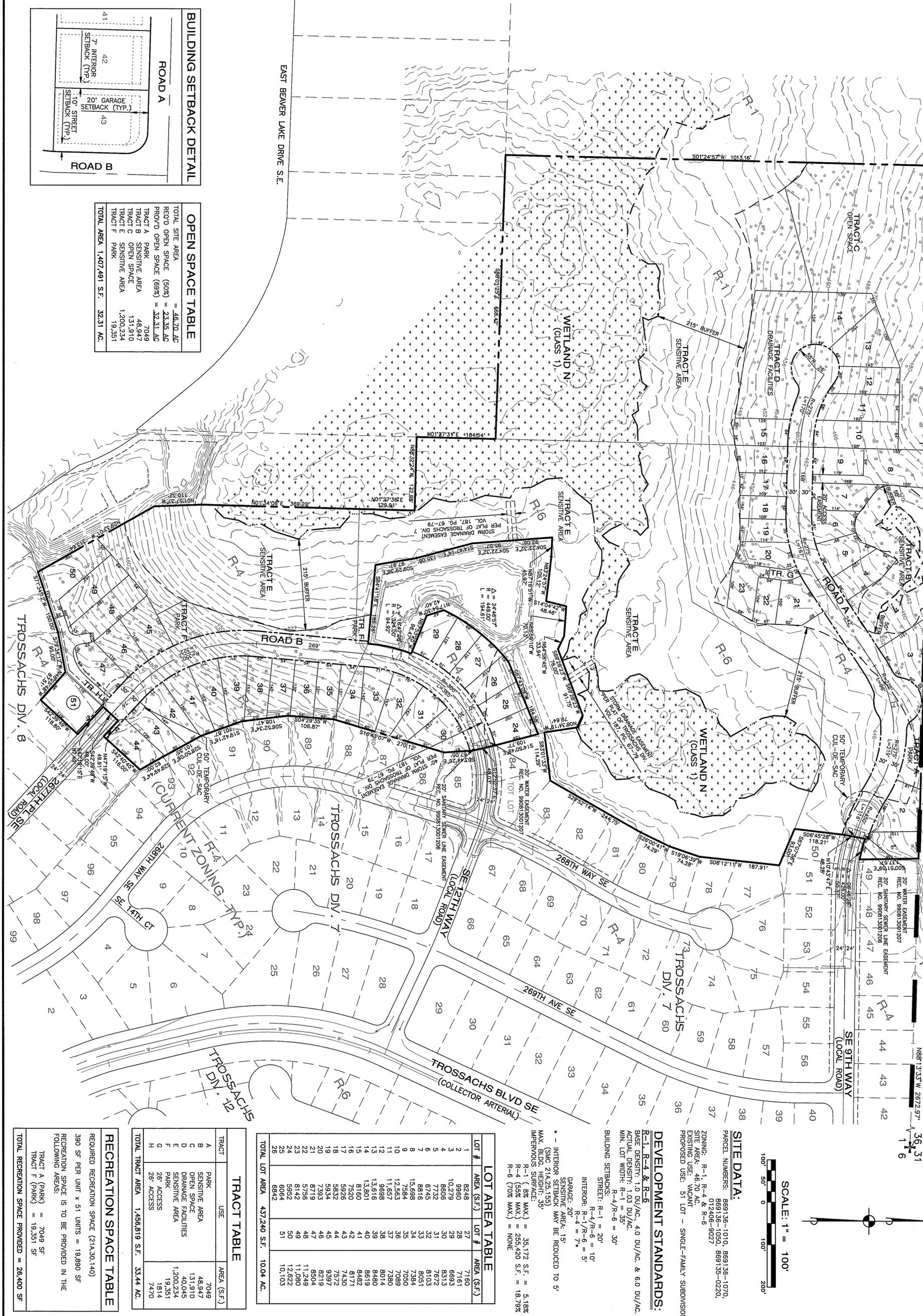
1. The action was based in whole or in part on erroneous facts or information;
2. The action when taken failed to comply with existing laws or regulations applicable thereto;
3. An error of procedure occurred which prevented consideration of the interests of persons directly affected by the action.

The Examiner shall reconsider a final decision pursuant to the rules of the Hearing Examiner.

### **NOTICE OF RIGHT OF APPEAL**

This is a Type 3 land use decision pursuant to SMC 20.05.020. Any person with standing to do so may appeal the decision of the Hearing Examiner by filing a Land Use Petition in the King County Superior Court. Such a petition will be timely if filed with the Court Clerk and served on all parties within twenty-one (21) days of the issuance of the decision. See: RCW 36.70C

KING COUNTY  
CITY OF SAMMAMISH  
RANGE 50  
A PORTION OF THE EAST HALF OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.



**SITE DATA:**  
PARCEL NUMBERS: 869136-1010, 869136-1070, 869136-1050, 869135-0220, 012406-9027  
ZONING: R-1, R-4 & R-6  
SITE AREA: 46.70 AC.  
EXISTING USE: VACANT  
PROPOSED USE: 51 LOT - SINGLE-FAMILY SUBDIVISION

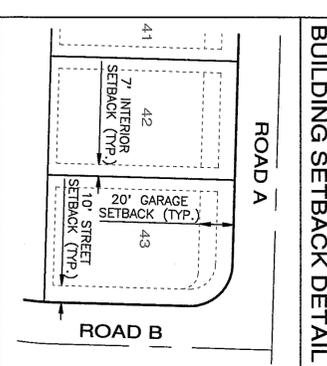
**DEVELOPMENT STANDARDS:**  
R-1, R-4 & R-6  
BASE DENSITY: 1.0 DU/AC, 4.0 DU/AC & 6.0 DU/AC.  
ACTUAL DENSITY: 1.03 DU/AC.  
MIN. LOT WIDTH: R-1 = 35',  
R-4/R-6 = 30'  
BUILDING SETBACKS:  
STREET: R-1 = 20',  
R-4/R-6 = 10'  
INTERIOR: R-1/R-6 = 5',  
R-4 = 7'  
GARAGE: 20'  
SENSITIVE AREA: 15'  
\* - INTERIOR SETBACK MAY BE REDUCED TO 5'  
MAX. SLOPE: 21% (25% MAX.)  
MAX. SLOPE: 25%  
IMPERVIOUS SURFACE:  
R-1 (8% MAX.) = 35,172 S.F. = 5.18%  
R-4 (5% MAX.) = 255,420 S.F. = 18.79%  
R-6 (7% MAX.) = NONE

LOT AREA TABLE			
LOT #	AREA (S.F.)	LOT #	AREA (S.F.)
1	8248	27	7160
2	9960	28	6893
3	10,279	29	6806
4	8606	30	5313
5	8702	31	8172
6	6745	32	8051
7	8916	33	7384
8	15,889	34	7050
9	12,565	35	7089
10	11,857	36	7390
11	9698	37	8014
12	13,616	38	8480
13	13,801	39	8619
14	8160	40	8482
15	7520	41	8171
16	5926	42	7430
17	5832	43	7572
18	5934	44	9397
19	7393	45	8219
20	8719	46	8504
21	5756	47	11,249
22	8142	48	11,080
23	5952	49	12,622
24	6064	50	10,103
25	6842	51	10,103
26	6842		
TOTAL LOT AREA		437,240 S.F. 10.04 AC.	

TRACT TABLE		
TRACT	USE	AREA (S.F.)
A	PARK	7049
B	SENSITIVE AREA	48,947
C	OPEN SPACE	131,910
D	DRAINAGE FACILITIES	40,045
E	SENSITIVE AREA	1,200,234
F	PARK	19,351
G	26' ACCESS	1814
H	26' ACCESS	7470
TOTAL TRACT AREA		1,456,819 S.F. 33.44 AC.

RECREATION SPACE TABLE		
TRACT	RECREATION SPACE PROVIDED	REQUIRED RECREATION SPACE (21A.30.140)
TRACT A (PARK)	= 7049 SF	390 SF PER UNIT x 51 UNITS = 19,890 SF
TRACT F (PARK)	= 19,351 SF	
TOTAL RECREATION SPACE PROVIDED		= 26,400 SF

OPEN SPACE TABLE		
TRACT	OPEN SPACE PROVIDED	REQUIRED OPEN SPACE (69%)
TRACT A	48,947	7049
TRACT B	131,910	48,947
TRACT C	1,200,234	131,910
TRACT E	1,200,234	1,200,234
TRACT F	19,351	19,351
TOTAL AREA		1,407,491 S.F. 32.31 AC.



**THE TROSSACHS GROUP**  
**TROSSACHS 14**  
PRELIMINARY PLAT  
CITY OF SAMMAMISH WASHINGTON

**ESM CONSULTING ENGINEERS LLC**  
39915 1st Way South #200  
Federal Way, WA 98003  
www.esmcivil.com

REVISIONS:  
1 10/10/2007  
2 05/18/2007  
3 11/07/2007  
4 11/29/2007

DESIGNED BY: EBL  
DRAWN BY: JMW  
CHECKED BY:  
DATE: 11-29-2007  
DATE OF PRINT:  
PP-02  
2 OF 7 SHEETS

**The Applicant shall comply with the following condition/s:**

***General Conditions:***

1. Per RCW 58.17.170 the Applicant shall comply with all county, state, and federal rules and regulations in effect on August 11, 2006, the vesting date of the subject application. However, please note that if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended;
2. Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code;
3. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;
4. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations;
5. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application;
6. The plat configuration shall be developed in substantial conformance with the Site Plan sheets PP-01 through PP-07 by ESM Consulting, received November 30, 2007 (Exhibit 2), subject to applicable conditions of approval specified by the Hearings Examiner;
7. Within sixty (60) days of preliminary plat approval by the Hearing Examiner, the applicant shall submit a Boundary Line Adjustment, eliminating the interior property lines within the proposed subdivision, such that density may be transferred from the R-6 zoned property to the R-4 zoned properties per SMC 21A.25.210. The applicant shall record the Boundary Line Adjustment within thirty (30) days of approval by City Staff.

8. A homeowner's association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc.;
9. Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055 – Landscaping Drainage Facilities, and SMC 21A.35.040 – Landscaping Street Frontages. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final plat approval.
10. A root barrier shall be required for all trees adjacent to paved areas consistent with PWS Figure 02-29;
11. 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 SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure;
12. The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to City of Sammamish Ordinance No 2006-208 as modified by the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group;
13. Development impacts to critical areas or critical areas buffers are subject to the provisions of SMC 21A.50, including required mitigation. All expected impacts to critical areas and critical area buffers shall be identified through the final engineering review process together with the mitigation consistent with SMC 21A.50;
14. Per the SEPA Determination of Non-Significance on November 19, 2007 and the mitigation items identified therein, the applicant has offered, and shall provide the following mitigation:
  - a. To facilitate traffic Improvements at East Beaver Lake Drive and SE Belvedere Way, and East Beaver Lake Drive and 266<sup>th</sup> Way SE, the applicant has agreed to pay \$232,911.81. The pro-rated cost of these improvements shall be collected at the time of building permit issuance for Trossachs Division 13 and Division 14.
  - b. Intersection of Duthie Hill Rd and Trossachs Blvd: Prior to final plat, the Developer shall improve the intersection with signalization or other method approved by the Public Works Department, or the improvements shall be bonded. Improvements shall include, but not be limited to, signal poles, signal heads, striping, signage, illumination, etc. The City of

Sammamish shall refund to the Developer all payments received from King County for the funding of this intersection improvement. Prior to issuance of any single family home building permit, the improvements shall be installed and accepted by the Public Works Department.

***Prior to Construction:***

15. Unless otherwise approved by the City Engineer through a variation, all construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat;
16. City of Sammamish approval of the applicant's final engineering (issued in the form of a clearing and grading permit, or a building permit and a right-of-way use permit) is required prior to initiation of any onsite construction;
17. The Public Works Director and City Engineer have granted a variation to the Public Works Standard for the internal plat roads. All internal roads shall be designed as a local public road with 28-ft of road paving and no parking signs on one side. The internal plat roads shall meet all other requirements consistent with the Interim PWS Table 1 and Figure 01-05.
18. All proposed cul-de-sacs shall be designed per Interim PWS.15.120 and Figure 02-33, except as approved by the Fire Marshall. The City Engineer has approved a variation to the maximum culdesac length of 600-ft for Road A due to the sensitive area constraints and border with Kind County Section 36 park. A turnaround on Road A shall be constructed in the general location shown on the preliminary plans.
19. All temporary or permanent turn-arounds, including but not limited to hammerheads, shall be consistent with PWS Figure 02-32 or an equivalent design approved by the Fire Marshall;
20. The Fire Marshall shall certify the locations of fire hydrant(s) to meet current codes prior to Clear and Grade Permit issuance;
21. Tracts G & H shall be improved as a private street consistent with PWS.15.090 and shall be used for the sole access to lots 21, 22, 23, and 48, 49, 50 respectively;
22. Appropriate sidewalk transition from all proposed plat roads to all existing roads shall be designed and approved as part of the Clear and Grade Permit;
23. Per SMC.21A.35.055, "Ten feet of Type 1 landscaping consisting of 100 percent evergreen trees and shrubs shall be required for that portion of the perimeter of detention facilities where detention facilities directly abut the public right-of-way, public access or can be seen from a public or private street or does not abut designated open space or environmentally sensitive areas." Final Engineering plans shall

include landscaping consistent with SMC.21A.35.055. Compliance may result in modifications to the plat layout as preliminarily approved;

24. Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height;
25. Per SMC16.210.195, building permits shall be obtained for all rockeries or retaining walls with heights of 4-ft or greater as measured from the bottom of the footing to the top of the wall, or any size walls supporting any surcharge load;
26. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection;
27. Per SMC 21A.50 required wetland buffer mitigation / enhancement and lake management district drainage discharge requirements shall be provided at the time of plat construction review. Monitoring of mitigation areas and drainage discharge shall be required consistent with SMC 21A.50.145;
28. Current City of Sammamish Standard Plan General Notes, Roadway Notes, Drainage Notes, and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval;
29. The proposed trail connection from proposed Road A to the west side of the subject site shall be included on the proposed development plan sets, consistent with the design standards of SMC 21A.30;
30. Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit or building permit;

***Prior to recording:***

31. If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat;
32. Prior to final plat recording, the trail improvements from SE 9<sup>th</sup> Way to Beaver Lake Preserve shall be built and approved by the City or bonded for consistent with SMC 27A;

33. The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee;
34. The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval;
35. Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number;
36. The intersection of Trossachs Blvd SE and Duthie Hill Rd shall be improved with a signalized intersection or equivalent improvement acceptable to the City Engineer. The City shall reimburse to the Developer all proportionate share dollars transferred from King County to the City of Sammamish for intersection improvements;
37. All new utility installation serving the subdivision within plat or along the frontage shall be underground;
38. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording;
39. Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements;
40. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan;
41. Any 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 maintenance and

operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities;

42. As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.
43. Prior to final plat approval, a licensed surveyor shall survey and stake all proposed public 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;
44. Recreational improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat;
45. The subdivision shall be landscaped or a performance bond posted pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final plat approval;
46. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards. 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;
47. If located on buildable lots, trees retained per SMC 21A.35.210 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. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval;
48. Prior to final plat approval, all public stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt. Detention facilities and water quality for the project shall satisfy the requirements of the 1998 King County Surface Water Design Manual;

***Conditions to appear on the face of the final plat:***

49. *"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."*
50. *"All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish" This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems (Lots \_\_\_\_\_), the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish."*
51. *"No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws";*
52. The Applicant shall comply with RCW 58.17.280, providing the appropriate *"addressing note"* with address ranges being on the final plat;
53. *"Maintenance and upkeep of the recreation space, open space, and sensitive areas and buffers contained within Tracts A, B, C, E, and F shall be the responsibility of the Home Owners Association";*
54. *"Trees identified on the face of this plat and located within required open space have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, 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 SMC 21A.35.240";*
55. The applicant shall include a note regarding the payment of all traffic impact fees on the subject site consistent with the provisions of the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval;
56. *"The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of*

*building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee”;*

57. *“The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance together with an administrative fee”;*
58. *“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.”*
59. *“Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit”.*
60. *“Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract D this subdivision shall be dedicated to the City of Sammamish for maintenance and operation.”; and,*
61. *“Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians.”;*

**BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH**

**Application of Trossachs )  
Group for Approval of the )  
Preliminary Plat of )  
Trossachs Division 14. )**

**File No. PLN2006-00016  
  
ORDER ON MOTION FOR  
RECONSIDERATION**

On March 5, 2008, the Hearing Examiner issued findings of fact, conclusions of law and decision of the application of the Trossachs Group for approval of the preliminary plat of Trossachs Division 14. The plat for 51 single-family lots on two separate parcels of land was approved, subject to conditions.

On March 25, 2008, J. Richard Aramburu, attorney for Friends of Beaver Lake, advised the Hearing Examiner that he had been requested by his clients to seek reconsideration of some portions of the decision. He asked that an order be entered to stay the time for filing a judicial appeal until at least 14 days after the decision was made on any motion for reconsideration that may be filed. The Examiner granted the request, and stayed the time limit for judicial appeal as requested.

On March 25, 2008, Aramburu filed a motion for reconsideration of the Hearing Examiner's decision of March 5, 2008 on behalf of Friends of Beaver Lake. The motion asserted that the Examiner had "misapprehended certain factual and legal matters" and asked that the Examiner reconsider and modify the decision.

The motion is based upon five points:

1. The application failed to meet the ordinance criteria for wetland buffering.
2. A new road such as Road A is not allowed in a wetland buffer.
3. Condition 14(a) accepting Applicant's offer of \$232,911.81 to facilitate traffic improvements at East Beaver Lake Drive and SE Belvedere Way, and at East Beaver Lake Drive and 266<sup>th</sup> Way SE, should be deleted.
4. Additional conditions relating to monitoring of stormwater quality and barriers at the edges of buffer areas should be required.
5. Road B should be relocated away from the edge of the wetland buffer.

By letter dated April 4, 2008 Applicant responded to the motion and stated that in its view all of the issues and arguments in the motion for reconsideration had been addressed in the existing record. Applicant asked the Examiner to deny the motion. Applicant had previously submitted an extensive post-hearing memorandum addressing some of the issues raised in the motion.

On April 8, 2008 Senior Planner Evan Maxim filed a detailed response to the motion for reconsideration. Maxim contends that the motion for reconsideration fails to demonstrate

that the Examiner's decision is (1) based on erroneous facts or information, (2) is inconsistent with existing laws, or (3) that an error of procedure had occurred. These are the criteria for granting a motion for reconsideration. SMC 20.10.060 He asks that the motion be denied, although he had no objection to the additional conditions proposed.

1. *Wetland buffer Averaging.* In order to gain access to the northern parcel proposed for development, a road (Road A) must pass through the normal 215 foot wetland buffer for wetland N. The Code permits wetland buffer averaging by which some buffers are reduced and others are enlarged. Applicant's solution to this problem was to reduce the buffer to allow room for Road A, and enlarge the buffer in the northwest area. Aramburu contends that a finding must be made that the buffer averaging must provide additional protection to wetlands or enhance their functions. Maxim argues that this is the wrong legal standard, and all that must be shown is that the buffer averaging provides protection in addition to the protection offered by a 215 foot buffer with no averaging.

The Examiner made a conclusion of law (No.5) concerning buffer averaging, citing the testimony of the City's wetland expert that the proposed averaging was in compliance with the City's standard. SMC 21A.50.290 (6). She said that the total area of buffer was not decreased, variations in sensitivity were considered and that the buffer would benefit by being wider in places and would not be adversely impacted by being narrower in others. The buffer was not reduced to less than 50% of the standard buffer at any location. In the Examiner's view the conclusion was specific enough to satisfy the ordinance standards for buffer averaging.

2. *Road A.* In conclusion of law 4 the Examiner stated that even if Road A is within the buffer, SMC 21A.50.300(10) allows a new road in a buffer if no other reasonable alternative is possible. Further review of the record reveals that this gratuitous conclusion was unnecessary. Road A will be outside the buffer as a result of buffer averaging. Accordingly it is not necessary to discuss whether or not SMC 21A 50.300(10) would or would not allow a new road in a wetland buffer.
3. *Condition 14(a).* Acceptance of Applicant's offer of \$232,916.81 toward the possible improvement of two intersections with East Beaver Lake Road was fully discussed in the March 5, 2008 decision. That condition does not mandate removal of the barriers, which will be an independent decision of the City Council following mandatory environmental review. The City based its DNS in part on the contingent contribution, and a new threshold determination would be required if it was deleted. The Examiner concluded that since there was no issue before him regarding removal of the barriers, there was no harm done in leaving the condition in. The Examiner adheres to that decision.
4. *Additional Conditions.* Friends of Beaver Lake ask that two additional conditions be imposed on Applicant to protect the water quality of wetland N and Beaver Lake. The following are proposed:

*The applicant must monitor the condition of water from the detention pond and Wetland N to assure that treatment and water quality standards are met. If such*

*monitoring shows violation of such standards, then the City shall require measures be taken to assure consistency with such standards.*

*A fence or other barrier shall be constructed at the edge of the buffer area where residential lots are located to assure the wetland buffer is not impacted by residents of the new lots.*

The proposed conditions reinforce existing code provisions As such there is no reason why the conditions should not be added to the decision. As amended, the decision need be distributed only to Applicant, Friends of Beaver Lake and to those members of the public who ask for a copy.

5. *Road B.* Friends of Beaver Lake are concerned that Road B, which is shown on the edge of the buffer for wetland N, should be moved at least 10 feet away to protect the buffer. The City has indicated that the road will be moved during engineering review of the plans, but objects to the imposition of an arbitrary distance. The Examiner agrees with the City. The exact location of Road B should be left to the discretion of the City during comprehensive review of the plans at the engineering stage.

Now, Therefore, it is ORDERED, that the motion of Friends of Beaver Lake for reconsideration of the Examiner's decision approving the plat of Trossachs Division 14 is DENIED, except as to the inclusion of additional conditions relating to stormwater monitoring and barriers at the edges of sensitive areas.

DONE this 14<sup>th</sup> day of April, 2008



Gordon F. Crandall  
Hearing Examiner

## Exhibit 2

<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
<b>Hrg. Ex. Conditions Compliance Matrix - #PLN2006-00016</b>		
<b>No.</b>	<b>Condition</b>	<b>Response</b>
<b>General Conditions:</b>		
1.	Per RCW 58.17.170 the Applicant shall comply with all county, state, and federal rules and regulations in effect on August 11, 2006, the vesting date of the subject application. However, please note that if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.	<b>Acknowledged; the engineering plans comply with the regulations in effect per the vesting date, except as authorized by the Conditions herein, and/or City approval.</b>
2.	Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code.	<b>The Preliminary Plat Hearing for Trossachs Division 16 and 17 (formerly known as Trossachs Division 14) concluded in approval from the Hearing Examiner, March 5, 2008. An appeal to that decision concluded in denial; thus the approval date for Trossachs Division 16 and 17 is per the Hearing Examiner's decision on the appeal: April 14, 2008. While the condition above cites an approval period of 60 months for preliminary plat validity, City of Sammamish Code section: 19A.12.020 provides the following: "Preliminary subdivision approval shall be effective for a period of 84 months for any plat receiving preliminary approval between January 2, 2004, and December 31, 2014,....." As a result, the Trossachs Division 17 (Preliminary Plat) is valid until April 14, 2015.</b>
3.	All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received.	<b>Acknowledged.</b>
4.	Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations.	<b>Acknowledged.</b>
5.	The land use development standards, as set	<b>Acknowledged. Reference Final Plat</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
<b>Hrg. Ex. Conditions Compliance Matrix - #PLN2006-00016</b>		
<b>No.</b>	<b>Condition</b>	<b>Response</b>
	forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application.	<b>Note 1.13 on Sheet 9 of 9 regarding specific setback requirements for Trossachs Division 17.</b>
6.	The plat configuration shall be developed in substantial conformance with the Site Plan sheets PP-01 through PP-07 by ESM Consulting, received November 30, 2007 (Exhibit 2), subject to applicable conditions of approval specified by the Hearings Examiner.	<b>Acknowledged.</b>
7.	Within sixty (60) days of preliminary plat approval by the Hearing Examiner, the applicant shall submit a Boundary Line Adjustment, eliminating the interior property lines within the proposed subdivision, such that density may be transferred from the R-6 zoned property to the R-4 zoned properties per SMC 21A.25.210. The applicant shall record the Boundary Line Adjustment within thirty (30) days of approval by City Staff.	<b>Acknowledged; this has been completed; BLA #PLN2008-00015; Volume 244, Page 78-80.</b>
8.	A homeowner's association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc.	<b>Trossachs Div. 17 future home owners will join the existing Trossachs HOA; See Amendment to C, C, &amp; R's for Division 17.</b>
9.	Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055 - Landscaping Drainage Facilities, and SMC 21A.35.040 - Landscaping Street Frontages. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final plat approval.	<b>Street Tree plans, for landscaping of street frontages, have been approved through the SDP / engineering plan process.</b>
10.	A root barrier shall be required for all trees adjacent to paved areas consistent with PWS Figure 02-29.	<b>Acknowledged. The Street Tree plans reflect the detail for this required element.</b>
11.	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 SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or	<b>Acknowledged; bonds will be, or have been, provided as required.</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
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<b>No.</b>	<b>Condition</b>	<b>Response</b>
	bonded as specified for plats in SMC 19.60, Subdividing Procedure.	
12.	The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to City of Sammamish Ordinance No 2006-208 as modified by the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group.	<b>This condition has been fully satisfied. See Final Plat Note 1.7 on Sheet 9 of 9.</b>
13.	Development impacts to critical areas or critical areas buffers are subject to the provisions of SMC 21A.50, including required mitigation. All expected impacts to critical areas and critical area buffers shall be identified through the final engineering review process together with the mitigation consistent with SMC 21A.50.	<b>Mitigation plans for Div. 17 accompany the SDP permit set. These plans (BR-1, BR-2, and BR-3) depict wetland buffer restoration in the area of temporary impact, due to road construction.</b>
14.	<p>Per the SEPA Determination of Non-Significance on November 19, 2007 and the mitigation items identified therein, the applicant has offered, and shall provide the following mitigation:</p> <p style="margin-left: 40px;">a. To facilitate traffic Improvements at East Beaver Lake Drive and SE Belvedere Way, and East Beaver Lake Drive and 266th Way SE, the applicant has agreed to pay \$232,911.81. The pro-rated cost of these improvements shall be collected at the time of building permit issuance for Trossachs Division 13 and Division 14.</p> <p style="margin-left: 40px;">b. Intersection of Duthie Hill Rd and Trossachs Blvd: Prior to final plat, the Developer shall improve the intersection with signalization or other method approved by the Public Works Department, or the improvements shall be bonded. Improvements shall include, but not be limited to, signal poles, signal heads, striping, signage, illumination, etc. The City of Sammamish shall refund to the Developer all payments received from King County for the funding of this intersection improvement. Prior to</p>	<b>Acknowledged; See Final Plat Note 1.14 on Sheet 9 of 9.</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
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<b>No.</b>	<b>Condition</b>	<b>Response</b>
	issuance of any single family home building permit, the improvements shall be installed and accepted by the Public Works Department.	
<b><i>Prior to Construction:</i></b>		
15.	Unless otherwise approved by the City Engineer through a variation, all construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat.	<b>Acknowledged; City Engineer provided direction regarding Public Works standards.</b>
16.	City of Sammamish approval of the applicant's final engineering (issued in the form of a clearing and grading permit, or a building permit and a right-of-way use permit) is required prior to initiation of any onsite construction.	<b>Acknowledged; City Engineer has directed the applicant to obtain a Site Development Permit (SDP2014-00542) for the infrastructure construction.</b>
17.	The Public Works Director and City Engineer have granted a variation to the Public Works Standard for the internal plat roads. All internal roads shall be designed as a local public road with 28-ft of road paving and no parking signs on one side. The internal plat roads shall meet all other requirements consistent with the Interim PWS Table 1 and Figure 01-05.	<b>Acknowledged; the new local public roadway is being constructed to provide consistency with the existing roadways in Trossachs.</b>
18.	All proposed cul-de-sacs shall be designed per Interim PWS.15.120 and Figure 02-33, except as approved by the Fire Marshall. The City Engineer has approved a variation to the maximum cul-de-sac length of 600-ft for Road A due to the sensitive area constraints and border with King County Section 36 park. A turnaround on Road A shall be constructed in the general location shown on the preliminary plans.	<b>Acknowledged. The SDP plans for Trossachs Division 17 reflect this requirement.</b>
19.	All temporary or permanent turn-arounds, including but not limited to hammerheads, shall be consistent with PWS Figure 02-32 or an equivalent design approved by the Fire Marshall.	<b>Acknowledged.</b>
20.	The Fire Marshall shall certify the locations of fire hydrant(s) to meet current codes prior to Clear and Grade Permit issuance.	<b>Fire Marshal (Eastside Fire and Rescue) has approved the hydrant locations plan; See letter from EFR dated April 18,</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
<b>Hrg. Ex. Conditions Compliance Matrix - #PLN2006-00016</b>		
<b>No.</b>	<b>Condition</b>	<b>Response</b>
		<b>2014.</b>
21.	Tracts G & H shall be improved as a private street consistent with PWS.15.090 and shall be used for the sole access to lots 21, 22, 23, and 48, 49, 50 respectively.	<b>Tract H is no longer proposed as access to lots. A private access tract in Division 17 is labeled on the SDP plans as: Tract A-1701.</b>
22.	Appropriate sidewalk transition from all proposed plat roads to all existing roads shall be designed and approved as part of the Clear and Grade Permit.	<b>Acknowledged. Condition has been complied with, as applicable. See SDP Sheet #D-2.</b>
23.	Per SMC 21A.35.055, "Ten feet of Type 1 landscaping consisting of 100 percent evergreen trees and shrubs shall be required for that portion of the perimeter of detention facilities where detention facilities directly abut the public right-of-way, public access or can be seen from a public or private street or does not abut designated open space or environmentally sensitive areas." Final Engineering plans shall include landscaping consistent with SMC.21A.35.055. Compliance may result in modifications to the plat layout as preliminarily approved.	<b>Acknowledged; Division 17 SDP has plantings associated with the screening of the Pond in Tract RD-1701. See SDP Sheet L-104.</b>
24.	Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height.	<b>Acknowledged. The approved engineering / SDP plans comply.</b>
25.	Per SMC 16.210.195, building permits shall be obtained for all rockeries or retaining walls with heights of 4-ft or greater as measured from the bottom of the footing to the top of the wall, or any size walls supporting any surcharge load.	<b>Rockeries / walls associated with Division 17 have been reviewed and approved for construction under permit #ROC2014-00663 and #ROC2014-01535.</b>
26.	All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection.	<b>Erosion control plans have been approved under Early Clear and Grade permit #CG2014-01085.</b>
27.	Per SMC 21A.50 required wetland buffer mitigation / enhancement and lake management	<b>Monitoring Plan by WaterTech NW has been approved, and monitoring has</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
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	district drainage discharge requirements shall be provided at the time of plat construction review. Monitoring of mitigation areas and drainage discharge shall be required consistent with SMC 21A.50.145.	<b>commenced on the site.</b>
28.	Current City of Sammamish Standard Plan General Notes, Roadway Notes, Drainage Notes, and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval.	<b>Acknowledged; approved plans contain the appropriate notes.</b>
29.	The proposed trail connection from proposed Road A to the west side of the subject site shall be included on the proposed development plan sets, consistent with the design standards of SMC 21A.30.	<b>Acknowledged; Division 17 SDP plans depict the connection to the existing trail system within Thirty Acres Park. Location of the trail connection (through Park Tract P-1701) has been approved through the administrative minor modification to the preliminary plat.</b>
30.	Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit or building permit.	<b>Acknowledged; approved overall Tree Retention Plan is on file with the City. All trees retained, per this Plat, are within open space tracts in Trossachs Division 17.</b>
<b><i>Prior to Recording:</i></b>		
31.	If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.	<b>Acknowledged.</b>
32.	Prior to final plat recording, the trail improvements from SE 9th Way to Beaver Lake Preserve shall be built and approved by the City or bonded for consistent with SMC 27A.	<b>Acknowledged.</b>
33.	The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee.	<b>Acknowledged; see Final Plat Note 1.8 on Sheet 9 of 9. Applicant will pay one half of the required school impact fee (together with an administrative fee) prior to plat recording.</b>
34.	The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval.	<b>Acknowledged. The SPWSD has issued the Health/Recording Letter for Trossachs Division 17 (dated 11/04/2014).</b>
35.	Prior to final plat, temporary street name signs	<b>Acknowledged.</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
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	and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number.	
36.	The intersection of Trossachs Blvd SE and Duthie Hill Rd shall be, improved with a signalized intersection or equivalent improvement acceptable to the City Engineer. The City shall reimburse to the Developer all proportionate share dollars transferred from King County to the City of Sammamish for intersection improvements.	<b>Acknowledged; this condition has been fully complied with.</b>
37.	All new utility installation serving the subdivision within plat or along the frontage shall be underground.	<b>Acknowledged.</b>
38.	All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording.	<b>Acknowledged.</b>
39.	Suitable recreation space shall be provided consistent with the requirements of SMC 21 A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements.	<b>Acknowledged. A passive recreation space, with trail connection, is provided (Tract P-1701). See SDP plans, Sheet L-203.</b>
40.	Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan.	<b>Acknowledged.</b>



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41.	Any 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 maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities.	<b>Tract RD-1701 includes the detention and water quality facilities for Trossachs Division 17. See approved SDP plans for design of the stormwater control pond and sand filter.</b>
42.	As specified in section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.	<b>Acknowledged. Approved SDP plans depict, as applicable.</b>
43.	Prior to final plat approval, a licensed surveyor shall survey and stake all proposed public 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.	<b>Acknowledged.</b>
44.	Improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat.	<b>Acknowledged.</b>
45.	The subdivision shall be landscaped or a performance bond posted pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final plat approval.	<b>Landscape plans were approved as part of the engineering, SDP2014-00542.</b>
46.	All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards. 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.	<b>Private local road lighting provided by PSE / Intolight.</b>
47.	If located on buildable lots, trees retained per SMC 21A.35.210 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	<b>All retained trees are located within Tracts owned and maintained by the HOA (See Tracts CA-1701 and CA-1702, plus Tracts OS-1701 and OS-1702).</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
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<b>No.</b>	<b>Condition</b>	<b>Response</b>
	the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval.	<b>There are no retained trees, (that are part of the approved tree retention plan), located on buildable lots.</b>
48.	Prior to final plat approval, all public stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt. Detention facilities and water quality for the project shall satisfy the requirements of the 1998 King County Surface Water Design Manual.	<b>Acknowledged; see approved stormwater facility designs as part of the Trossachs Division 17 SDP plans.</b>
<b>Conditions to appear on the face of the final plat:</b>		
49.	<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>	<b>See Final Plat Note 1.1 on Sheet 9 of 9 of the Final Plat sheet set.</b>
50.	<i>"All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish" This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems (Lots, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish."</i>	<b>See Final Plat Note 1.2 on Sheet 9 of 9 of the Final Plat sheet set. Also see Note 1.15 on Sheet 9 of 9 of the Final Plat for specific criteria for lots 15 – 23.</b>
51.	<i>"No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or</i>	<b>See Final Plat Note 1.3 on Sheet 9 of 9 of the Final Plat sheet set.</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
<b>Hrg. Ex. Conditions Compliance Matrix - #PLN2006-00016</b>		
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	<i>transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws."</i>	
52.	The Applicant shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat.	<b>See Final Plat Note 1.4 on Sheet 9 of 9 of the Final Plat sheet set.</b>
53.	<i>"Maintenance and upkeep of the recreation space, open space, and sensitive areas and buffers contained within Tracts A, B, C, E, and F shall be the responsibility of the Home Owners Association."</i>	<b>See Final Plat Note 1.5 on Sheet 9 of 9 of the Final Plat sheet set.</b>
54.	<i>"Trees identified on the face of this plat and located within required open space have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, 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 SMC 21A.35.240."</i>	<b>Per Condition of Approval #47 - "If located on buildable lots, trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention."</b> <b>All retained trees at Trossachs Div. 17 are located within Tracts OS-1701 and OS-1702, owned and maintained by the HOA. There are no retained trees, (that are part of the approved tree retention plan), located on buildable lots. Therefore trees are not identified on the face of the final plat.</b> <b>See Final Plat Note 1.6 on Sheet 9 of 9 for reference to the open space tracts where trees are retained, as well as reference to the approved tree retention plan on file with the City.</b>
55.	The applicant shall include a note regarding the payment of all traffic impact fees on the subject site consistent with the provisions of the Settlement Agreement and the Addendum to the Settlement Agreement executed on November 21, 2006 between the City of Sammamish and two groups of property owners and developers known as the Sammamish Development Coalition and the Sammamish Plat Applicants Group. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval.	<b>See Final Plat Note 1.7 on Sheet 9 of 9. The adjacent note has been amended slightly, per City of Sammamish request. (i.e., original Settlement Agreement date of September 19, 2006 added to the note; the November 21, 2006 date is acknowledged to be an amendment to the original agreement.)</b>
56.	<i>"The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of</i>	<b>See Final Plat Note 1.8 on Sheet 9 of 9 of the Final Plat sheet set.</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
<b>Hrg. Ex. Conditions Compliance Matrix - #PLN2006-00016</b>		
<b>No.</b>	<b>Condition</b>	<b>Response</b>
	<i>building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee."</i>	
57.	<i>"The proposed subdivision is subject to parks impact fees, consistent with SMC 14A. 20, which shall be paid at the time of building permit issuance together with an administrative fee."</i>	<b>See Final Plat Note 1.9 on Sheet 9 of 9 of the Final Plat sheet set.</b>
58.	<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>	<b>See Final Plat Note 1.10 on Sheet 9 of 9 of the Final Plat sheet set.</b>
59.	<i>"Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit".</i>	<b>See Final Plat Note 1.11 on Sheet 9 of 9 of the Final Plat sheet set.</b>
60.	<i>"Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract 0 this subdivision shall be dedicated to the City of Sammamish for maintenance and operation."</i>	<b>See Final Plat Note 3.3 on Sheet 9 of 9 of the Final Plat sheet set. The stormwater facilities are located within Tract RD-1701.</b>
61.	<i>"Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians."</i>	<b>See Final Plat Note 1.12 on Sheet 9 of 9 of the Final Plat sheet set.</b>
<b>Order on Motion for Reconsideration:</b>		
62.	Wetland buffer Averaging. In order to gain access to the northern parcel proposed for development, a road (Road A) must pass through the normal 215 foot wetland buffer for wetland N. ... The buffer was not reduced to less than 50% of the standard buffer at any location. In the Examiner's view the conclusion was specific enough to satisfy the ordinance standards for buffer averaging.	<b>An approved Wetland Buffer Averaging plan is included with the Trossachs Division 17 SDP set; see Sheet BR-1.</b>



<b>TROSSACHS DIVISION 17 FINAL PLAT</b>		
<b>Hrg. Ex. Conditions Compliance Matrix - #PLN2006-00016</b>		
<b>No.</b>	<b>Condition</b>	<b>Response</b>
63.	Road A. ...Road A will be outside the buffer as a result of buffer averaging. ...	<b>“Buffer Averaging Technical Memo” and “Critical Area Report Update Technical Memo” (by Raedeke Associates), demonstrate confirmation of the Hearing Examiner’s conclusion regarding Road A (now SE 9<sup>th</sup> Way).</b>
64.	Condition 14(a). Acceptance of Applicant’s offer of \$232,916.81 toward the possible improvement of two intersections with East Beaver Lake Road...	<b>See Final Plat Note 1.15 on Sheet 9 of 9.</b>
65.	<p>Additional Conditions. ...The applicant must monitor the condition of water from the detention pond and Wetland N to assure that treatment and water quality standards are met. If such monitoring shows violation of such standards, then the City shall require measures be taken to assure consistency with such standards.</p> <p>A fence or other barrier shall be constructed at the edge of the buffer area where residential lots are located to assure the wetland buffer is not impacted by residents of the new lots.</p> <p>The proposed conditions reinforce existing code provisions. As such there is no reason why the conditions should not be added to the decision.</p>	<p><b>Acknowledged. Approved monitoring plan has been implemented.</b></p> <p><b>For fence locations, and detail, see SDP Sheet BR-1.</b></p>
66.	Road B. Friends of Beaver Lake are concerned that Road B, which is shown on the edge of the buffer for wetland N, should be moved... The exact location of Road B should be left to the discretion of the City during comprehensive review of the plans at the engineering stage.	<b>This item was addressed with Trossachs Division 16.</b>
<b>Conditions of Approved Minor Modification:</b>		
1.	Voluntary limitation of maximum impervious coverage of 4,300 sq. ft. on each lot.	<b>See Final Plat Note 1.14 on Sheet 9 of 9 of the Final Plat, and additional notes on Sheets 6-8.</b>
2.	Voluntary provision of an additional onsite LID measure.	<b>See Final Plat Note 1.15 on Sheet 9 of 9 of the Final Plat.</b>



# TROSSACHS DIV. 17 - VICINITY MAP



-  Nearby Search Area (.25mi)
-  Search Result Location

Disclaimer: The eCityGov Alliance or its member agencies do not guarantee that the information on this map is accurate or complete. This map is provided for information purposes only.

## Exhibit 5



**Meeting Date:** January 6, 2015

**Date Submitted:** 12/24/2014

**Originating Department:** Public Works

**Clearances:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Attorney                | <input type="checkbox"/> Community Development    | <input type="checkbox"/> Parks & Recreation      |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Eastside Fire and Rescue | <input type="checkbox"/> Police                  |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Finance & IT             | <input checked="" type="checkbox"/> Public Works |

**Subject:** 2013 Pavement Crack Sealing

**Action Required:** Adopt Resolution 2015-\_\_\_ accepting the 2013 Pavement Crack Sealing project as complete

**Exhibits:**

1. Resolution of Project Acceptance
2. Final Contract Voucher Certificate

**Budget:** Pavement Management Program (101-000-542-30-48-51)  
2013-14 Approved Budget: \$6,000,000

**Summary Statement:**

All work for the above referenced contract has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor.

**Background:**

The focus of this project was to seal pavement cracks on various City streets. All design and construction administration work was completed by Public Works Engineering staff. Authorization for this project was given by Council at the September 16, 2013 regular meeting. Council authorized the City Manager to award and execute a contract with Northwest Asphalt, Inc. and administer a 5% contingency.

**Financial Impact:**

This project was funded from the Pavement Management Program budget (101-000-542-30-48-51). A summary of the actual project expenditures is listed below.

<u>Construction Costs, Contract (C2013-174)</u>	
Original Contract Estimated Cost	\$ 64,377.54
Final Contract Cost	\$ 50,134.41

**Recommended Motion:**

Approve the contract (C2013-174) with Northwest Asphalt, Inc as complete and adopt Resolution No. R2015 - \_\_\_\_\_ accepting construction of the 2013 Pavement Crack Sealing project as of 12/12/2014.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2015- \_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE 2013 PAVEMENT CRACK  
SEALING AS COMPLETE.**

WHEREAS, at the Council meeting of September 16, 2013, the City Council authorized award of the construction contract for the 2013 Pavement Crack Sealing; and

WHEREAS, the City Manager entered into Contract C2013-174 for construction of the 2013 Pavement Crack Sealing with Northwest Asphalt, Inc, on September 23, 2013; and

WHEREAS, the project was substantially completed by the contractor on April 10, 2014; and

WHEREAS, the project was completed within the adopted project budget and within the authorized construction contract plus contingencies amount;

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2013 Pavement Crack Sealing as complete.

Section 2. Authorization of Contract Closeout Process. The City of Sammamish Director of Public Works and City Clerk are hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, and the Department of Employment Security.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 6th DAY OF JANUARY 2015.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

Filed with the City Clerk: December 23, 2014  
Passed by the City Council: January 6, 2015  
Resolution No.: R2015-\_\_\_\_\_

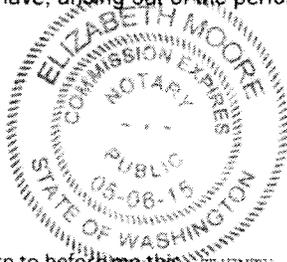


# Final Contract Voucher Certificate

Contractor <b>Northwest Asphalt, Inc</b>			
Street Address <b>PO Box 2260</b>			
City <b>Renton</b>	State <b>WA</b>	Zip <b>98056</b>	Date <b>11/20/14</b>
City Project Number <b>NA</b>	Federal Aid Project Number <b>NA</b>	City Contract Number <b>C2013-174</b>	
Contract Title <b>2013 Pavement Crack Sealing</b>			
Date Work Physically Completed <b>4/10/14</b>		Final Amount <b>\$ 50,134.41</b>	

## Contractor's Certification

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



**X** [Signature]  
Contractor Authorized Signature Required  
  
LANCE DESPAIN / SECRETARY  
Print Signature Name

Subscribed and sworn to before me this TWENTY FIRST day of NOVEMBER 20 14

**X** [Signature] Notary Public in and for the State of WASHINGTON  
residing at KENT, WASHINGTON

## City of Sammamish

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

Approved Date 12/12/14

**X** [Signature]  
Project Engineer/Project Administrator

**X** [Signature]  
City Engineer

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

## Exhibit 2



**Meeting Date:** January 6, 2015

**Date Submitted:** 12/29/2014

**Originating Department:** Admin Services

**Clearances:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney       | <input type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Finance & IT          | <input type="checkbox"/> Public Works  |
| <input checked="" type="checkbox"/> City Manager   | <input type="checkbox"/> Parks & Recreation    |  |

**Subject:** Service agreement contract with Elway Research, Inc. to conduct a customer survey regarding solid waste and cable services in the City of Sammamish

**Action Required:** A motion authorizing the City Manager to sign the service agreement with Elway Research, Inc.

**Exhibits:** 1. Service Agreement Between the City of Sammamish and Elway Research, Inc.

**Budget:** Not to exceed \$22,500. Funding is included in the 2015/2016 Adopted Budget.

**Summary Statement:**

The City of Sammamish wishes to solicit customer opinions on solid waste and cable services offered to Sammamish residents and businesses to inform future contract negotiations. The proposed service agreement with Elway Research, Inc. will, if approved by Council, allow the City of Sammamish to conduct a statistically valid customer survey to obtain information on customer preferences for these important services.

**Background:**

Residents and businesses in the City of Sammamish receive solid waste and cable services under franchise agreements that were in place before Sammamish incorporated in 1999.

The solid waste franchise agreements expire on December 31, 2016, offering Sammamish an opportunity to competitively bid these services for the first time. Based on the guidance provided by Council through Resolution R2014-596, the bidding process for a new solid waste contract will take place in 2015, with the goal of having a new contract awarded by December 31, 2015.

The franchise agreement with Comcast under which Sammamish residents receive cable services expired in August 2004. The Council has directed staff to negotiate a new franchise agreement as part of its work plan.

The customer survey proposed under the attached service agreement would, if approved by the Council, provide the City with a mechanism to hear from Sammamish residents and businesses on their priorities for new solid waste and cable contracts.

Elway Research, Inc. is a Seattle-based company that has conducted public opinion surveys for organizations throughout the region since 1975. Under the proposed scope of work, Elway Research, Inc. will conduct a two-part survey of Sammamish residents and businesses, as follows:

**Residential Survey:** Elway Research, Inc. will develop a multi-mode survey instrument of up to 40 questions to solicit input from 400 randomly selected Sammamish residents. The survey will target interviewing 200 residents by telephone and a separate 200 resident to complete the survey online on an invitation-only basis. The number of telephone interviews may be increased in the event that the number of responses to the online survey falls short. Elway Research will ensure that those invited to participate in the online survey will not be duplicated in the telephone interviews.

Elway Research, Inc. cites a number of advantages to a multi-mode (i.e. telephone interviews and online responses) approach. At a time when more people rely on cell phones rather than landlines, particularly among younger people, the online approach can improve the response rates from a broad cross-section of the community. In addition, research suggests that those responding by telephone are more inclined to give more positive responses than those responding online, particularly when asked to rate a service on a scale (i.e. 1 – 5). The multi-mode approach can produce results that are more representative of the community's sentiments than a single-mode approach.

**Commercial Customers:** Elway Research, Inc. will also develop a survey instrument targeting businesses operating in the City of Sammamish. Elway Research, Inc. will customize this set of questions to focus on the unique needs of businesses. All businesses operating in Sammamish's commercial districts will be invited to respond to online questions. Elway Research expects a response rate of roughly 20%.

**Soliciting Informal Input:** In addition to the formal survey strategies described above, Elway Research, Inc. agrees to allow the City of Sammamish to post the survey questions on its website to allow the City to solicit additional customer feedback on an informal basis. Because this approach does not allow for the control of the sample size and the number of times people respond, the results from this approach will not be considered statistically valid. However, it will offer value in that it provides an opportunity for additional people to provide input to the City.

**Timeline:** Work on the survey will commence upon execution of the contract. Elway Research, Inc. will coordinate with staff to finalize a set of draft questions. We expect to have a set of draft questions for Council to review at the January 13, 2015 Council meeting. Assuming the feedback provided on January 13 does not require substantial revision to the questions, Elway Research expects to be in the field collecting responses by the end of the week of January 19, with a final report of the results to come by the end of February. The City will have an opportunity to review the draft report before it is finalized and the final report will include an executive summary, and an explanation of the methods used and how the sample was obtained. In addition, the report will provide an interpretation of the results with graphs of major findings. Crosstabulation and other analytic tables will be included in an appendix to the report.

**Financial Impact:**

The cost of the survey is not to exceed \$22,500 (\$17,500 for the residential survey and \$5,000 for the commercial survey). The 2015/2016 Adopted Budget includes funding to support these costs.

**Recommended Motion:**

A motion authorizing the City Manager to sign the service agreement with Elway Research, Inc. to conduct customer survey regarding solid waste and cable services in the City of Sammamish.



**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: Elway Research, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Elway Research, Inc., hereinafter referred to as the "Consultant."

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. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

**2. Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "\_\_\_"

A sum not to exceed \$22,500

Other (describe): \_\_\_\_\_  
\_\_\_\_\_

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

**3. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending March 31, 2015 or whenever the scope of work as described in Exhibit A is completed, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

**4. Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

**5. 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, subconsultants, 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.

**6. Indemnification.** The 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

## Exhibit 1

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

### 7. Insurance.

**A.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**B.** 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 such services, or 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 hereunder shall be only to the extent of the Consultant's negligence.

### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

## Exhibit 1

### Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

### 8. Record Keeping and Reporting.

A. 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.

B. 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.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

### 10. Termination.

A. 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

B. 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.

C. 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.

D. 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.

E. 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.

11. Discrimination Prohibited. 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.

12. 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.

13. 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.

Exhibit 1

14. **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.

15. **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.

16. **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.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

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

Elway Research, Inc.  
Stuart Elway  
7035 Palatine Ave, N  
Seattle, WA 98103  
  
Phone Number (206) 264-1500  
Email hstuart@elwayresearch.com

18. **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.

19. **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.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

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

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

Print Name: Ben Yazici

Print Name: H. Stuart Elway

Title: City Manager

Title: President

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

Date: 12/18/14

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

Approved As To Form: \_\_\_\_\_

City Clerk

City Attorney

## EXHIBIT A – SCOPE OF SERVICES

The Consultant shall work with the City to conduct a statistically valid customer survey that will allow the City of Sammamish to gauge user opinions of garbage and cable services provided in the City of Sammamish. The Consultant shall work with City of Sammamish staff to develop a survey instrument of up to 40 questions in length. The survey questions will be designed to allow the City to distinguish the provider of the services received by the individual respondents. The survey will target two broad classes of customers using the following survey techniques:

**Residential Customers:** The Consultant will obtain survey responses from 400 Sammamish residents using a multi-mode survey design. The target will be 200 residents interviewed by telephone and 200 completing the survey on-line. The number of telephone respondents may be adjusted in the event that the on-line survey falls short of the 200-respondent target. The consultant will randomly select Sammamish residents to contact, and will ensure that those invited to participate in the online survey will not be duplicated in the telephone interviews. The total cost to survey this customer class shall not exceed \$17,500.

**Commercial Customers:** The Consultant will invite commercial entities operating in the City of Sammamish to complete the survey online. The City of Sammamish will provide the Consultant with contact information for commercial entities operating in City of Sammamish commercial districts. The Consultant will invite all entities on that list to participate in the survey and expects to receive responses from roughly 20% of those invited to participate. The total costs to survey this customer class shall not exceed \$5,000.

**Timeline:** Work on the survey shall commence upon execution on the contract. The first step in the process will be to obtain Council buy-off on the draft questions. Assuming Council input does not require a substantial re-write of the questions, the Consultant expects to require roughly six weeks to complete the survey starting with the “pre-test and modification” period concluding with a formal report to the City of the survey results. The report shall include an executive summary, and explanation of the methods used and how the sample was obtained. In addition the report will provide interpretation of the results with graphs of the major findings. Crosstabulation and other analytic tables will be published in an appendix. The Consultant shall provide the City with a draft report to review prior to issuing the final results.

The Consultant will stay in close contact with the City as the work unfolds and will alert the Director of Administrative Services to any circumstances requiring a change in the timeline.

WEEK>	1	2	3	4	5	6
Pre-Test & Modifications						
Data Collection Phone						
Data Collection On-line						
Data Collection: Business						
Analysis						
Report						

**Informal Use of Survey Questions:** The Consultant agrees to allow the City to post the survey questions on its website to solicit customer feedback on an informal basis. Any feedback the City receives in response to this informal solicitation for input would be evaluated and considered by the City separate from the statistically valid results described above.

EXHIBIT B



**REQUEST FOR CONSULTANT PAYMENT**

To: City of Sammamish  
 801 228<sup>th</sup> Avenue SE  
 Sammamish, WA 98075  
 Phone: (425) 295-0500  
 FAX: (425) 295-0600

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

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

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

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

Amount requested this invoice: \$ \_\_\_\_\_

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
 Authorized signature

**ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED**

*For Department Use Only*

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

**Finance Dept.**

Check # \_\_\_\_\_ Check Date: \_\_\_\_\_

EXHIBIT C



**TAX IDENTIFICATION NUMBER**

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

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

Please check the appropriate category:

Corporation                       Partnership                       Government Consultant  
 Individual/Proprietor                       Other (explain)

TIN No.:                      91-1350576

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

Print Name:                      H. Stuart Elway

Title:                      President

Business Name:                      Elway Research, Inc.

Business Address:                      7035 Palatine N /Seattle WA 90103

Business Phone:                      206-264-1500

18 Dec 2014  
Date

  
Authorized Signature (Required)

## Exhibit 1



**Meeting Date:** January 6, 2015

**Date Submitted:** 12/29/2014

**Originating Department:** Admin Services

**Clearances:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney       | <input type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Finance & IT          | <input type="checkbox"/> Public Works  |
| <input checked="" type="checkbox"/> City Manager   | <input type="checkbox"/> Parks & Recreation    |  |

**Subject:** Recycling Grant Agreements

**Action Required:** Acceptance of Recycling Grants

**Exhibits:**

1. Waste Reduction and Recycling Program/King County Solid Waste Division
2. Local Hazardous Waste Program/Public Health – Seattle & King County

**Budget:** Accepting these grants allows the City of Sammamish to receive \$101,112.00 for 2015/2016 from the King County Solid Waste Division and \$16,677.87 for 2015 from Public Health – Seattle & King County. The 2015/2016 Adopted Budget assumes receipt of these revenues.

**Summary Statement:**

The City of Sammamish receives grant funding from the King County Solid Waste Division and Public Health – Seattle & King County in support of its efforts to promote recycling. The City of Sammamish uses these funds to host three residential recycling events and one business recycling event each year. The City of Sammamish has a contract with Olympic Environmental Resources (OER) to run these events. The City Council authorized the City Manager to sign the 2015 contract with OER on December 2, 2014. Council action through this agenda bill will allow the City of Sammamish to accept these grant dollars.

**Background:**

Each year, the King County Solid Waste Division and Public Health – Seattle & King County award grant funds to cities to promote recycling and reduce the amount of waste that goes to landfills. The City of Sammamish has traditionally used these grant dollars to support three very popular residential recycling events and one very popular business recycling event each year. Olympic Environmental Resources (OER) manages this program on behalf of the City of Sammamish.

The City of Sammamish's 2015/2016 award from the King County Solid Waste Division totals \$101,112.00 and the 2015 award from Public Health – Seattle & King County totals \$16,677.87. Receipt of these

revenues are assumed in the 2015/2016 budget and are the basis of the contract 2015 contract with OER, which the Council approved on December 2, 2014.

In addition to the grant dollars in the attached Exhibits, the City of Sammamish has previously received \$15,500 from the Washington State Department of Ecology in support of recycling activities in 2015. The City expects to receive another \$45,500 in grant funds from the Department of Ecology later this year. This additional grant will require Council approval once it's awarded.

**Financial Impact:**

The two grants attached to this agenda bill will provide the following revenue in support of the City of Sammamish's recycling program. Receipt of these revenues is assumed in the 2015/2016 Adopted Budget.

- King County Solid Waste Division - \$101,112.00 for 2015/2016
- Public Health – Seattle & King County - \$16,677.87 for 2015

**Recommended Motion:**

A motion authorizing the City Manager to sign the grant agreements with the King County Solid Waste Division and Public Health – Seattle & King County in support of the City of Sammamish's recycling events.

**INTERAGENCY AGREEMENT FOR 2015 and 2016**

**Between**

**KING COUNTY and the CITY OF SAMMAMISH**

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

**PREAMBLE**

King County and the City of Sammamish adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

**I. PURPOSE**

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Sammamish by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

## II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

### A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2015 and 2016 shall not exceed \$101,112.
2. This Agreement provides for distribution of 2015 and 2016 grant funds to the City. However, grant funds are not available until January 1, 2015.
3. During this two-year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
  - a. a description of each activity accomplished pertaining to the scope of work; and
  - b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2017.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2016 and March 31, 2017.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2016 and January 2017, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2017.

## Exhibit 1

5. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.  
  
These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2019.

## Exhibit 1

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process.
17. This project shall be administered by Beth Goldberg, City of Sammamish Administrative Services Director, or designee.

### B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$5,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

## Exhibit 1

2. The City of Sammamish's budgeted grant funds for 2015-2016 are \$101,112. This includes \$23,529 per year for providing Recycling Collection Events to residents of unincorporated King County that are included in the carrier routes as provided to the City by the County and as listed in Exhibit A.
3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Sammamish" and/or "text provided courtesy of the City of Sammamish."
5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
6. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager, King County Solid Waste Division, or designee.

### III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2015 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2015 and shall terminate on June 30, 2017. The City shall not incur any new charges after December 31, 2016. However, if execution by either Party does not occur until after January 1, 2015, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2015 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

#### IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

#### V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

#### VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

## VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

## X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

**XI. NOTICE**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee  
King County Solid Waste Division  
Department of Natural Resources and Parks  
201 South Jackson Street, Suite 701  
Seattle, WA 98104-3855

If to the City:

Beth Goldberg, Administrative Services Director, or a provided designee  
City of Sammamish  
801 228<sup>th</sup> Ave SE  
Sammamish, WA 98075

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

**City**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

**King County**

BY \_\_\_\_\_

Pat D. McLaughlin, Director  
Solid Waste Division

For Dow Constantine, King County Executive

\_\_\_\_\_  
Date

Exhibit A  
King County Waste Reduction and Recycling Grant Program  
City of Sammamish  
2015/16 Scope of Work

**A. Basic Information**

1. City of Sammamish

2. Grant project manager: Beth Goldberg  
Admin Services Director  
City of Sammamish  
801 228th AVE SE  
Sammamish, WA 98075  
TEL - 425-295-0510  
FAX – 425-295-0600  
Email - bgoldberg@sammamish.us

3. Consultant name: Paul Devine  
Olympic Environmental Resources  
4715 SW Walker Street  
Seattle, WA 98116  
TEL - (206) 938-8262  
FAX - (206) 938-9873  
Email – pauldevine@msn.com

4. 2015/16 Budget: \$101,112.00

**B. Scope of Work**

**1. Task One: Recycling Collection Events**

A. Schedule - Spring and Fall, 2015/16

B. Task Activities

- Total Number of Recycling Collection Events – Six  
Note: The City will break the City into two service areas and have one spring event and two fall events in 2015/16.
- Materials to be collected:
  - Appliances\*\*
  - Refrigerators and Freezers\*\*+
  - Ferrous Metals\*\*
  - Non-ferrous Metals\*\*
  - Mattresses

## Exhibit 1

- Styrofoam
- Tires+
- Lead Acid Batteries
- Household Batteries
- Porcelain Toilets and Sinks+
- Propane Tanks+
- Cardboard
- Reusable Household Goods
- Textiles
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Bulky Yard Debris\*
- Clean Scrap Wood\*
- Electronic Equipment
- Cellular Phones
- Computer Monitors\*
- TV Sets\*
- Paper Shredding\*\*

\*Collected in the spring

\*\* Collected in the fall

+User fees apply \* City may not collect and refer residents to E-Cycle sites

- The following educational materials will be distributed:
  - Information on City Recycling Programs.
  - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
  - Other educational materials as appropriate.
- Event promotional methods
  - This event will be coordinated with King County and flyers will be sent to King County Solid Waste Division, Sammamish, and surrounding King County households.
  - The City will break the City population into two service areas for mailing of the event flyer in the fall of each year.
  - By distributing a promotional flyer through direct mailings.
  - By notices in City newsletters (whenever possible).
  - By posting a notice at City Hall and on the City cable channel and City web site (if available).
  - By publicizing the event through the King County Solid Waste Division Promotional Activities.

Exhibit 1

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2015/16 volumes and vehicles with prior year's events

D) Task Budget: \$63,684.00

Estimated Costs	2015/16	2015	2015	2015	2016	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs	\$2,400.00	\$600.00	\$0.00	\$1,200.00	\$1,200.00	\$3,000.00
Management/Staffing/Admin/Graphics	\$13,400.00	\$7,877.87	\$2,690.00	\$6,700.00	\$6,700.00	\$23,967.87
Event Staff Costs	\$6,600.00	\$0.00	\$6,160.00	\$3,300.00	\$3,300.00	\$12,760.00
Collection/Hauling Costs						
Wood Waste	\$1,500.00	\$0.00	\$1,000.00	\$750.00	\$750.00	\$2,500.00
Scrap Metal, Appliances, etc.	\$8,700.00	\$0.00	\$2,650.00	\$4,350.00	\$4,350.00	\$11,350.00
Tires	\$4,000.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$4,000.00
Used Oil/Antifreeze	\$0.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$7,000.00
Batteries	\$0.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00
Styrofoam	\$800.00	\$0.00	\$1,000.00	\$400.00	\$400.00	\$1,800.00
Paper Shredding	\$1,000.00	\$0.00	\$1,500.00	\$500.00	\$500.00	\$2,500.00
Printing/Mailing	\$13,684.00	\$0.00	\$13,000.00	\$6,842.00	\$6,842.00	\$26,684.00
Event Supplies	\$4,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$7,000.00
Other Expenses - rentals, etc	\$7,600.00	\$900.00	\$2,500.00	\$3,800.00	\$3,800.00	\$11,000.00
<b>TOTALS</b>	<b>\$63,684.00</b>	<b>\$16,677.87</b>	<b>\$36,000.00</b>	<b>\$31,842.00</b>	<b>\$31,842.00</b>	<b>\$116,361.87</b>

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 26,000 promotional flyers to Sammamish and surrounding King County households for the spring event and 26,000 promotional flyers to Sammamish and surrounding King County households for the two fall events and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 170-190 tons of material from the local waste stream each year. Sammamish will send promotional flyers to King County households included in the following carrier routes:

Zip Code	Routes
98024	R001
98029	R010, R017, R027, R029, R030, R033, R041
98053	C002, C011, C019, C054, C055, C056, C060, C064, C065, C076, C079

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology may pay for event expenses as well.

## Exhibit 1

### F) Task Impact Objectives:

By hosting Recycling Collection Events, Sammamish can reduce the amount of recyclable material finding their way to the local landfill. The City of Sammamish has a population of approximately 49,250. The City expects, based on past events, that 4,000–4,500 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 170-190 tons of material diverted from the local waste stream for recycling each year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

## 2. Task Two: Business Recycling Events

### A) Task Schedule: Summer, 2015/16

### B) Task Activities:

- Total Number of Business Recycling Events – Two
- Materials to be collected:
  - Clean Scrap Wood/Pallets
  - Electronic/Computer Equipment
  - Shredded Paper
  - Refrigerators and Freezers+
  - Office Recyclables/Cardboard
  - Toner Cartridges
  - Cellular phones
  - Plastics
  - Other materials if feasible

+User fees apply
- The following educational materials will be distributed:
  - Information on City Recycling Programs.
  - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
  - Other educational materials as appropriate.
- Event promotional methods
  - By distributing a promotional flyer through direct mailings.
  - By notices in City/community newsletters/and local newspapers (whenever possible).

Exhibit 1

- By posting a notice at City Hall, on the City cable channel, and web site (if available).
  - By publicizing the event through the King County Solid Waste Division Promotional Activities.
- Task evaluation. Event reports will include:
    - Number of vehicles attending
    - Volume of each material collected
    - Event cost by budget category
    - Event comments
    - Graphic or tabular comparison of 2015/16 volumes and vehicles with prior year's events

C) Task Budget: \$8,750.00

ESTIMATED COSTS	2015 Cost	2016 Cost	2015/16 Total
Administration and Supplies	\$200.00	\$200.00	\$400.00
Consultant and Contractor Services	\$3,775.00	\$3,775.00	\$7,550.00
Flyer - Printing and Distribution Costs	\$400.00	\$400.00	\$800.00
Total	\$4,375.00	\$4,375.00	\$8,750.00

The business events will be funded with use of King County WR/R grant funds and State Department of Ecology funds. Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 200 promotional flyers to Sammamish businesses per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 4-6 tons of material from the Sammamish businesses waste stream over a two-year period. The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling.

F) Task Impact Objectives:

By hosting Business Collection Events, Sammamish can reduce the amount of recyclable material finding their way to the local landfill. The City of Sammamish has an employee population of approximately 5,500. The City expects that 50-75 businesses will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 4-6 tons of material diverted from the local waste stream for recycling.

In addition to diverting materials from the City waste stream, attracting business to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of business and improve behavior in purchase, handling, and disposal of recyclable materials.

**3. Task Three: Purchase Products Made From Recycled Materials**

A) Task Schedule: Spring and Fall, 2015/16

B) Task Activities:

In order to support the recycling industry and close the recycling loop, the City would like to purchase products made from recycled materials. The City will support recycling programs by purchasing items such as recycle content rain barrels, compost bins, and worm bins for distribution. Doing so will support recycling collection programs and help ensure the success of the recycling industry. The City will support recycling programs by distributing recycle content rain barrels and compost/worm bins to City residents. The rain barrels and bins weigh approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced. The number of rain barrels, compost bins, and worm bins distributed will be based on the size and quality of the barrel/bin selected. The City will promote the rain barrel and compost/worm bin distribution to City residents and distribute these items at City Recycling Collection Events.

C) Task Budget: \$28,678.00

Recycled Product Purchase	2015 Cost	2016 Cost	Total Cost
Distribute Recycled Products	\$14,339.00	\$14,339.00	\$28,678.00
<b>TOTAL</b>	<b>\$14,339.00</b>	<b>\$14,339.00</b>	<b>\$28,678.00</b>

Hourly rates for consultants are as follows: Project Manager - \$70.00 and Event Staff - \$55.00

D) Task Performance and Impact Objectives:

The goal of this program is to help ensure the success of the recycling industry by adding to the demand for products made from recycled materials. By distributing recycle content rain barrels and compost/worm bins, the City will divert recyclable materials from the waste stream. The City will distribute recycled content rain barrels and compost/worm bins to City residents, which will help promote recycled products. The City will work to promote the rain pails and compost/worm bins to City residents for installation and use at resident households.

## 2015-2016 Grant Guidelines

### **Program Eligibility:**

Grant funds may be used for a variety of Waste Reduction & Recycling-related programs including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the lists below.

**Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (206-477-4624).**

#### **Eligible for funding:**

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events, including collection of tires and mattresses
- Household battery collection and recycling (no lead-acid batteries)
- Business and residential WR/R education and communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

**The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.**

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

**The following are not eligible for funding:**

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
  - > Treated wood
  - > Paint
  - > Lead acid batteries
  - > Oil, gasoline, and antifreeze
  - > Fluorescent lights
- Household Hazardous Waste Education Programs

Cities should pursue funding through LHWMP or CPG for Household Hazardous Waste collection or education programs.

**Grant Administration:**

*Requests for Reimbursement:*

Cities may choose to submit one request for reimbursement per year during the funding cycle, due no later than March 15, 2016 and March 15, 2017. However, cities may submit requests for reimbursement as frequently as quarterly. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

**By the 5<sup>th</sup> working day of January 2016 and January 2017, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.**

*Progress and Final Reports:*

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2017. (Note: The final request for reimbursement would still need to be submitted by March 15, 2017.) All Progress and Final Reports need to be signed by a city official. Signed reports may be scanned and emailed.

*Amendments:*

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.

	<b>COMMUNITY SERVICES AGREEMENT</b>	<b>PHSKC Agreement #</b> <b>EHS3701</b>																
This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).																		
<b>RECIPIENT NAME</b> <b>CITY OF SAMMAMISH</b>	<b>RECIPIENT FEDERAL TAX ID #</b> <b>91-1980261</b>																	
<b>RECIPIENT ADDRESS</b> 801 - 228th Ave. SE Sammamish, WA 98075	<b>RECIPIENT CONTACT &amp; EMAIL ADDRESS</b> Beth Goldberg bgoldberg@sammamish.us																	
<b>PHSKC DIVISION</b> Environmental Health	<b>PROJECT TITLE</b> Local Hazardous Waste Management Program																	
<b>AGREEMENT START DATE</b> <b>1/1/2015</b>	<b>AGREEMENT END DATE</b> <b>12/31/2015</b>	<b>AGREEMENT MAXIMUM AMOUNT</b> <b>\$16,677.87</b>																
<b>FUNDING DETAILS</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Funding Source</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>PHSKC Contract #</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Amount</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Effective Dates</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">County – Local Hazardous Waste Management Funding</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right; border-bottom: 1px solid black;">\$16,677.87</td> <td style="text-align: right; border-bottom: 1px solid black;">1/1/2015 – 12/31/2015</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> </tr> </tbody> </table>			<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>	County – Local Hazardous Waste Management Funding		\$16,677.87	1/1/2015 – 12/31/2015								
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<b>FUNDING SUMMARY</b> FEDERAL: \$0	COUNTY: \$16,677.87	STATE: \$0	OTHER: \$0															
<b>IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																		
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b>  <b>Exhibit A</b> – Scope of Work; <b>Exhibit B</b> – Budget; <b>Exhibit C</b> – Invoice; <b>Exhibit D</b> – Certificate of Insurance																		
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website ( <a href="http://www.kingcounty.gov/health/Agreements">http://www.kingcounty.gov/health/Agreements</a> ), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.																		
<b>RECIPIENT SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE SIGNED</b>																
<b>PHSKC SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>  <b>Ngozi Oleru,</b> <b>Environmental Health Division Director</b>	<b>DATE SIGNED</b>																

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY  
(This form is available in alternate formats for people with disabilities upon request.)

## KING COUNTY TERMS AND CONDITIONS

### 1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

### 2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

## Exhibit 2

- C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
  - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
  - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
  - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
  - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

### **3. Internal Control and Accounting System**

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

### **4. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter

## Exhibit 2

into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

### 5. **Maintenance of Records/Evaluations and Inspections**

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
  - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
  - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

- C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

### 6. **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

## Exhibit 2

### 7. **Audits**

- A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

### 8. **Corrective Action**

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;  
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

### 9. **Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

### 10. **Hold Harmless and Indemnification**

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such

## Exhibit 2

compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

### **11. Insurance Requirements**

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

### **12. Assignment/Sub-agreements**

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County.

## Exhibit 2

Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

### 13. **Nondiscrimination and Equal Employment Opportunity**

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

### 14. **Conflict of Interest**

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this

## Exhibit 2

Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

### **15. Equipment Purchase, Maintenance, and Ownership**

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

### **16. Proprietary Rights**

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

### **17. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

### **18. King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

### **19. Future Support**

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

### **20. Entire Agreement/Waiver of Default**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement

## Exhibit 2

unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

### 21. **Amendments**

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

### 22. **Notices**

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

### 23. **Services Provided in Accordance with Law and Rule and Regulation**

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

### 24. **Applicable Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

### 25. **Electronic Processing and Signatures**

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

### 26. **No Third Party Beneficiaries**

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

**END OF COUNTY TERMS AND CONDITIONS**

**EXHIBIT A  
SCOPE OF WORK**

**CITY OF SAMMAMISH  
1/1/2015-12/31/2015**

**Background**

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the relationship associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

**Scope of Work**

The City of Sammamish will organize three citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, computer monitors, TVs, CFCs and other materials if determined to be cost effective.

**Responsibilities of the Parties**

**The City**

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
  - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
  - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
  - c) Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statements should include vendor

## Exhibit 2

names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Contract Administrator no later than December 15<sup>th</sup> regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Beth Goldberg at the City of Sammamish, 801 228<sup>th</sup> Avenue SE, Sammamish, at (425) 295-0510, (bgoldberg@sammamish.us) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

### **Seattle-King County Department of Public Health**

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

## Exhibit 2

### **Program Contacts**

Lynda Ransley  
LHWMP Program Director  
150 Nickerson Street, Suite 204  
Seattle, WA 98109  
206-352-8163  
[lynda.ransley@kingcounty.gov](mailto:lynda.ransley@kingcounty.gov)

Paul Shallow  
LHWMP Contract Administrator  
401 Fifth Avenue, Suite 1100  
Seattle, WA 98104  
206-263-8487  
[paul.shallow@kingcounty.gov](mailto:paul.shallow@kingcounty.gov)

**EXHIBIT B**

**2015 BUDGET**

**LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

City of Sammamish  
801 228<sup>th</sup> Ave. SE  
Sammamish WA 98075

<b>Component Description</b>	<b>Budget</b>
Household Hazardous Waste Education	
Household Hazardous Waste Collection	\$16,677.87
<b>TOTAL</b>	\$16,677.87

# INVOICE

Contract Number: EHS3701

Exhibit: C

**Remit to: City of Sammamish**

801 228th Avenue SE  
 Sammamish WA 98075  
 Beth Goldberg  
 425-295-0510  
[bgoldberg@sammamish.us](mailto:bgoldberg@sammamish.us)

*Submit signed invoice to:*

Paul Shallow  
 Public Health - Seattle & King County  
 Local Hazardous Waste Management Program  
 401 Fifth Ave., Suite 1100  
 Seattle, WA 98104

206-263-8487  
[paul.shallow@kingcounty.gov](mailto:paul.shallow@kingcounty.gov)

Invoice for services rendered under this contract for the period of: \_\_\_\_\_

King County Accounts Payable Information	
Purchase Order #	_____
Supplier Name	_____
Supplier #	_____
Supplier Pay Site	_____
Invoice Date	_____
Invoice #	_____
Amount to be Paid	_____
Note to AP	_____
Print on Remittance	_____
LHW Program name & phone	Paul Shallow 206-263-8487

Expenditure Item	Budget	Current Expenditure	Previous Expenditure	Balance
HHW Education				
HHW Collection	<b>16,677.87</b>			\$16,677.87
<b>TOTAL</b>	<b>16,677.87</b>			\$16,677.87

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed \_\_\_\_\_ Date \_\_\_\_\_ Contract Administrator Approval \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Print Name



**Meeting Date:** January 6, 2015

**Date Submitted:** 12/9/2014

**Originating Department:** Community Development

**Clearances:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Attorney                | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Finance & IT                     | <input type="checkbox"/> Public Works  |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation               |  |

**Subject:** Piedmont Directional Signs

**Action Required:** Authorize the City Manager to sign the Supplemental Agreement

**Exhibits:** Supplemental Agreement #6

**Budget:** \$12,000.00 from Community Development Permit Center Professional Services

**Summary Statement:**

The City contracts for installation of required public notice signs for development applications. Applicants reimburse the City for this expense. This Supplemental Agreement will increase the existing Piedmont Directional Signs contract from \$38,000 to \$50,000 and extend the contract term to December 31, 2015 to cover installation of public notice boards as required from this firm.

**Background:**

This Supplemental Agreement will increase the existing Piedmont Directional Signs contract to \$50,000. The current contract amount has been exhausted, and the increase is needed to provide on-call services through the remainder of 2014 and 2015/2016.

**Recommended Motion:** Authorize the City Manager to sign the contract amendment





## SUPPLEMENTAL AGREEMENT

Amendment Number: # 6	Date: November 18, 2014
Project: Public Notice Sign Installation	City Project number:
Consultant: Piedmont Directional Signs	Contract Number: C2007-121

The City of Sammamish desires to amend the agreement with Piedmont Directional Signs for the installation of public notice signs. All provisions in the basic agreement remain in effect as expressly modified by this amendment.

The changes to this agreement are described as follows:

- Increase existing contract from \$38,000.00 to \$50,000.00
- Extend contract end date to December 31, 2016

PAYMENT shall be amended in accordance with the consultant fee determination attached and as summarized as follows:

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
<b>\$14,000.00</b>	<b>\$38,000.00</b>	<b>\$12,000.00</b>	<b>\$50,000.00</b>
 Piedmont Directional Signs		Approved: _____ City of Sammamish	
Date <u>11/28/14</u>		Date _____	

## Exhibit 1

*COUNCIL*  *MINUTES*

**Regular Meeting**  
**December 2, 2014**

Mayor Tom Vance called the regular meeting of the Sammamish City Council to order at 6:30 pm.

**Councilmembers present:**

Mayor Tom Vance  
Deputy Mayor Kathy Huckabay  
Councilmember Don Gerend  
Councilmember Bob Keller  
Councilmember Tom Odell  
Councilmember Ramiro Valderrama (arrived 7:05 pm)  
Councilmember Nancy Whitten

**Staff present:**

Ben Yazici, City Manager  
Lyman Howard, Deputy City Manager  
Jeff Thomas, Community Development Director  
Mona Davis, Senior Planner  
Joe Guinasso, Finance and Technical Services Director  
Laura Philpot, Assistant City Manager, Public Works Director  
Cheryl Paston, Deputy Public Works Director  
Martin Bohanan, Infrastructure Maintenance Manager  
Jeff Brauns, City Engineer  
Beth Goldberg, Director of Administrative Services  
Mike Kenyon, City Attorney  
Melonie Anderson, City Clerk

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember Keller led the pledge.

**Approval of Agenda and the Consent Agenda**

Mayor Vance requested removal of Item #15 Legal Services/Kenyon Disend from the Consent Agenda. Councilmember Odell requested removal of Item #20 – Residential Pond Mowing/Plantscapes and Item #27- Parks & Rights of Way Landscaping/Northwest Landscapes contracts from the Consent Agenda.

**MOTION:** Councilmember Odell moved to approve the agenda including the Consent Agenda as amended. Councilmember Gerend seconded. Motion carried unanimously 7-0.

**Presentations/Proclamations** - None

**Public Comment**

Jan Bird, 3310 221<sup>st</sup> Avenue SE, She would like to see the City pursue a "Tree City" designation. She urged the Council to begin pursuing this designation right now so they would be eligible for grants in 2016.

Deb Sogge, Sammamish Chamber of Commerce, She reminded everyone that today is Giving Day. She thanked everyone who shopped local this weekend. The community relies heavily on the local shoppers. She also announced the King County Board of Health is raising permit fees for farmer's markets significantly and she asked for Council support to oppose the increases.

**Consent Agenda**

- Payroll for period ending November 15, 2014 for pay date November 20, 2014 in the amount of \$ 291,021.69

**Resolution:** Accepting The 2014 Sidewalk And Curb Ramp Retrofit As Complete/Global

**Resolution:** Accepting The 244<sup>th</sup> Avenue SE Non-Motorized Improvements As Complete/Rodarte Construction

**Resolution:** Accepting The East Sammamish Park Backstop Improvements Project As Complete/ All Around Fence Company

**Resolution:** Granting Final Plat Approval To The Subdivision Of The Preserve

**Resolution:** Granting Final Plat Approval to The Plat Of Reese's Run

**Interlocal:** Human Services Grants Pooled Funding

**Contract:** Street Sweeping/ Best Parking Lot

**Contract:** Big Rock Park Phase I Design - ELM Environments

**Contract:** Custodial Services/Top To Bottom

**Contract:** Evans Creek Preserve Trails/Washington Trails

**Contract:** 2015 Storm System Cleaning/ Everson's Econo Vac

**Contract:** Plumbing Services/ Hermanson

**Contract:** HVAC Maintenance/ Pacific Air Control

**Contract:** 2015 Fencing Contract/ Industrial Solutions

**Contract:** Contested Calendar Services/ Moberly

**Contract:** General Prosecution Services/ Moberly

**Contract:** Public Defense Services/ Stewart MacNichols Harmell, Inc

**Contract:** Recycling Events/ Olympic Environmental

**Contract:** Electrical Services/ Sequoyah

**Contract:** GIS On-Call Services/ Spatial Development

**Contract:** On-Call Geotechnical Services/ HWA Geosciences

**Contract:** Sports Turf Maintenance/ Brickman Group

**Contract:** Tree Service/ Swift Tree Care

**Contract:** Supplemental Slope Mowing/Badgley's Landscaping

**Approval:** November 17, 2014 Special Meeting Minutes

**Public Hearing**

**Ordinance:** Establishing Interim Development Regulation As Authorized By The Growth Management Act Relating To Tree Retention; Providing For Severability; And Declaring An Emergency

Director of Community Development Jeffrey Thomas opened up the topic and introduced Senior Planner Mona Davis, who showed a PowerPoint presentation (*available on the City's website at [www.sammamish.us](http://www.sammamish.us)*).

Public Hearing opened at 6:52 pm.

### **Public Comment**

Denise Field Garnnell, 2121 200<sup>th</sup> Avenue SE, She is supportive of the tree ordinance and advocated for even more restrictions.

Jan Bird, spoke previously, She supported the interim tree ordinance and it should remain in place until the codes have been redeveloped by the Planning Commission.

David Hoffman, Master Builders Association, His organization has many concerns about the emergency ordinance and looks forward to working with the Planning Commission in developing permanent regulations.

Public Hearing closed at 7:00 pm.

Councilmember Whitten reiterated what she has suggested many times before, that the City's clearing and grading regulations need to be looked at in conjunction with the tree regulations. Councilmember Odell would also like to explore "living green" options. Councilmember Gerend thinks that measuring the existing tree canopy would be a good first step.

**Unfinished Business** - None

### **New Business**

**Contract:** Legal Services/ Kenyon Disend

Councilmember Valderrama questioned the contract increase. He feels that the increase has not be awarded in a consistent manner from year to year. He also feels that the City should have a Sole Source justification for using Kenyon Disend for legal services year after year.

City Manager Ben Yazici explained the legal services contract was not competitively bid because it is a professional service contract.

The following comments are verbatim as requested by the City Manager.

"The City relies on legal services. And to be honest with you I have been involved in multiple cities, multiple agencies and I have yet to see as qualified a legal company and firm as Kenyon Disend. They have not lost a case as long as I have been here. They have been defending us on the litigation side as well as advising us on our City regulations. The contract amount for 2015-2016 is \$188,000 including a 2.3% Cost of Living adjustment (COLA). When we seek for legal services we seek for a multitude of legal services that include personnel, litigation, public works contracting, and land use matters. Kenyon Disend has the specialties and employees, and believe it or not, their employees get COLA increases and in some cases more than what we are offering. But most importantly in 2011 we had 1,588 attorney hours from Kenyon Disend. At that time the annual contract was \$156,000. If you divide \$156,000 by 1,588 hours this gives a rate of \$266 per hour. For

2014, in the first seven months, we have had 1,133 hours, as the economy improves, as construction increases, as hiring increases, legal work goes up too. So we pay \$183,600, making the hourly rate drop down to \$162. We go through a very careful budgeting analysis when we do the contracting. We ensure that we are getting the best services and are using the tax dollars wisely.”

Councilmember Valderrama is still concerned about how the yearly increase for legal services is being calculated and feels there is an inconsistency in how it is being addressed. He also feels that a sole source justification is a matter of best practices.

**MOTION:** Councilmember Valderrama moved to remove this item from the agenda and bring it back to the next Council meeting with a Sole Source justification. No second.

**Contract:** Residential Retention Pond Mowing/ Plantscapes

Councilmember Odell asked if this contract was for annual mowing. Assistant City Manager/Public Works Director Laura Philpot explained that the ponds are mowed yearly.

**Contract:** Parks & Right of Way Landscaping/Northwest Landscapes LLC

Councilmember Odell questioned the rate and the frequency of mowing. He suggested having this topic at a future study session to understand if the City really needs this level of service.

**MOTION:** Councilmember Odell moved to authorize the City Manager to sign a contract for Legal Service/Kenyon Disend, residential Pond Mowing/Plantscapes and Parks and Right of Way Landscaping/Northwest Landscape. Councilmember Gerend seconded. Motion carried 6-1 with Councilmember Valderrama dissenting.

**Contract:** 212<sup>th</sup> Way (Snake Hill) Final Design/Gray & Osborne

Assistant City Manager/Public Works Director Laura Philpot gave the staff report and showed a PowerPoint presentation (available on the City's website at [www.sammamish.us](http://www.sammamish.us)). She explained that the street will be closely monitored until the construction begins to make sure there are no additional failures.

**MOTION:** Deputy Mayor Huckabay moved to authorize the City Manager to execute a contract agreement with Gray and Osborne, Inc. to provide professional services to prepare the 212<sup>th</sup> Way SE project for construction in the amount of \$407,631 and administer a \$40,369 management reserve for a total contract not to exceed \$448,000. Councilmember Odell seconded. Motion carried 5-2 with Councilmembers Whitten and Valderrama dissenting.

Councilmember Whitten thinks this contract is short-sighted and does not really improve the roadway any more than it is today. It will only prevent it from collapsing. She expressed concern that no alternatives were presented for this project. Councilmember Valderrama concurs with Councilmember Whitten. He also has concerns about the drainage.

### **Council Reports**

Councilmember Odell attended the National League of Cities Conference. He attended the Sound Cities Association Public Involvement Committee meeting. He asked for a head nod on supporting the lifting of the tax levy lid higher than 1%. Council was generally supportive of this.

Councilmember Keller attended the YMCA Community Outreach meeting regarding programing for the Community and Aquatic Center.

Councilmember Valderrama attended the Emergency Hub exercise. He thinks the City should also participate. He also suggested that Commission vacancies be opened up to Klahanie residents. He met with citizens living along the East Lake Sammamish Trail. They would like the County to hold a design charrette.

Council agreed to cancel the January 20, 2015 meeting and the January 13 study session will be a special meeting.

Councilmember Gerend also attended the National League of Cities (NLC). He asked for Council to give the Mayor authority to sign on to a letter supporting the Market Place Fairness Act? Also attended a Roadside Sharing Committee meeting.

### **City Manager Report**

Retreat – Mr. Yazici handed out an updated Council calendar showing additional topics and the draft retreat agenda. The retreat will be on January 22 and continue through noon on Saturday, January 24, 2014. A critical part of this retreat will be to develop a 20 year plan. He asked each Councilmember to spend some time, prior to the retreat, to develop their vision for the future.

Legislative Priorities – Deputy Mayor Lyman Howard gave the presentation. He requested Council review the priorities and send any recommended changes to him. These priorities will be finalized in January 2015.

Mr. Yazici and the Legislative Committee (Mayor Vance, Deputy Mayor Huckabay and Councilmember Gerend) will be meeting with King County representatives regarding the East Lake Sammamish Trail this week.

He requested Council send any questions they may have for the Public Safety meeting

**Executive Session** – To Evaluate the performance of a Public Employee pursuant to RCW 42.30.110(1)(g)

Council retired to Executive Session at 8:42 pm and returned at 9:10 pm. No action was taken.

Meeting adjourned at 9:10 pm

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Melonie Anderson, City Clerk

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Thomas E. Vance, Mayor





# STUDY SESSION NOTES

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## Study Session December 9, 2014

Mayor opened the study session of the Sammamish City Council at 6:30 p.m.

### **Public Comment**

*This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

Gene Morel, 2933 East Lake Sammamish Parkway SE, They have submitted comments to the County regarding various issues that the Sammamish Homeowners group have regarding the East Lake Sammamish Trail paving project. They also requested additional time to comment on the King County project. They recently received a response from the County. They are unhappy that the County did not allow for additional comments on the trail design.

Harry Shedd, 2313 Sahalee Drive E, He discussed the Initiative and Referendum process. He said it is a simple process for the City to allow these powers for the residents of Sammamish. All they need to do is pass a simple resolution. He requested they do so.

Rick Kuprewicz, 4643 192<sup>nd</sup> Drive NE, He reminded Council that they recently received requests from several Homeowners Associations to keep the current Opticom on NE 42<sup>nd</sup> Street. He would like some resolution from the Council on this issue.

### **Topics**

- Arts Commission Update
- Presentation: Community Survey Presentation
- Discussion: Initiatives & Referendum Process
- Presentation: Fire Service

**Executive Session** – Litigation pursuant to RCW 42.30.110(1)(i) and potential litigation pursuant to RCW 42.30.110(1)(ii)

Council retired to Executive Session at 8:45 pm and returned at 9:10 pm. No action was taken.

**Adjournment**

9:10 pm





**Meeting Date:** January 6, 2015

**Date Submitted:** 12/16/2014

**Originating Department:** Public Safety

**Clearances:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney     | <input type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Finance & IT          | <input type="checkbox"/> Public Works  |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation    |  |

**Subject:** Ordinance: First Reading Creating a Social Host Ordinance Related to Underage Drinking at Private Residences, Rented Residential Premises, and Privately Rented Commercial Premises.

**Action Required:** None

**Exhibits:**

1. Draft Ordinance

**Budget:** N/A

**Summary Statement:**

The Social Host Ordinance will hold accountable the person or persons responsible for any premises used by underage youth to gather for the purpose of consuming alcohol. Those who are found in violation of the ordinance will be subject to a \$250 civil penalty.

**Background:**

The City of Sammamish is home to nearly 15,000 residents under the age of 18. Beginning in 2009 through 2011, approximately 40 percent of the arrests made by Sammamish Police for Driving Under the Influence (DUI) involved people under the age of 21; many of those were under the age of 18. According to the Centers for Disease Control and Prevention, alcohol use is responsible for more than 4,300 deaths in the United States each year.

The Sammamish Police Department has taken the following steps to prevent youth from illegally consuming alcohol, including:

1. Launching of the Sammamish IDEA Project
2. Liquor stings targeting those businesses that illegally sell alcohol to minors
3. Aggressive DUI enforcement efforts

Additional efforts are needed to aid in the prevention of underage drinking.

The City of Sammamish previously adopted, by reference, RCW 66.44.270, which makes it illegal for any person to knowingly permit any person under the age of 21 to consume alcoholic beverages on any

premises under his or her control. The Social Host Ordinance puts additional burden on the person(s) responsible for premises under their control by holding them accountable regardless of their knowledge of the underage gathering and alcohol consumption.

**Financial Impact:** None

**Recommended Motion:**

Staff recommends review of the proposed Social Host Ordinance, followed by a second reading in 1 week.

**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. 02015-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, RELATED TO UNDERAGE  
GATHERINGS AND ADOPTING A NEW CHAPTER 8.20  
OF THE SAMMAMISH MUNICIPAL CODE; PROVIDING  
FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

WHEREAS, the City Council has the authority to enact laws that promote the public health, safety and general welfare of its residents; and

WHEREAS, underage persons consuming alcoholic beverages at gatherings held at private residences, rented residential premises, or privately rented commercial premises constitutes a threat to the public peace, health, safety, quiet enjoyment of property by neighboring residents, and the general welfare of the public. Underage persons who have consumed alcoholic beverages are at greater risk of automobile accidents, suicide, and physical and sexual assault; and

WHEREAS, persons with the means to prevent the occurrence of these types of gatherings include those that control such private property and have failed to ensure that alcoholic beverages are not served to or consumed by underage persons at these gatherings; and

WHEREAS, RCW 66.44.270 establishes a gross misdemeanor crime for any person to knowingly permit any person under the age of twenty-one to consume alcoholic beverages on any premises under his or her control; and

WHEREAS, problems associated with gatherings involving underage persons drinking alcohol can be difficult to prevent and deter. Law enforcement requires additional methods to deal with underage drinking and its attendant problems;

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

**Section 1. Underage Drinking of Alcoholic Beverages.** A new Chapter 8.20 of the Sammamish Municipal Code, entitled Underage Drinking of Alcoholic Beverages, is hereby adopted as set forth below:

**8.20.010. Definitions.** For the purposes of this Ordinance, the following definitions shall apply:

## Exhibit 1

A. "Alcoholic Beverage" shall mean alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer that contain one half of one percent or more of alcohol by volume; and is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

B. "Property" shall mean private property, rented residential premises, or private rented commercial spaces, including but not limited to a home, yard, garage, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, or used for a party or other social function, and whether owned, leased, rented, or used with or without compensation.

C. "Responsible Person" includes:

1. The person(s) who owns, rents, leases, or otherwise has right to control Property at which an Underage Gathering takes place;
2. The person(s) in immediate control of Property at which an Underage Gathering takes place; or
3. The person(s) who organizes, supervises, sponsors, conducts, allows, controls, or controls access to the Underage Gathering.

D. "Underage Gathering" means a party or gathering of four or more persons at a Property at which Alcoholic Beverages are being or have been consumed or possessed by one or more Underage Persons, or at which one or more Underage Persons are exhibiting effects of consuming Alcoholic Beverages.

E. "Underage Person" shall mean any person less than twenty-one years of age.

### **8.20.020. Underage Gatherings Prohibited.**

A. An Underage Gathering constitutes a public nuisance, and is prohibited.

B. As a public nuisance, any Underage Gathering may be abated by any legal means.

### **8.20.030. Exemptions.**

This Ordinance shall not apply to:

A. Any location regulated by a permit or license issued by the Washington State Liquor Control Board;

B. Underage Gatherings where Underage Persons consuming Alcoholic Beverages are supervised in person by their parent or guardian while any such Underage Persons are consuming

Alcoholic Beverages or while any such Underage Persons are exhibiting the effects of consuming Alcoholic Beverages;

C. Alcoholic Beverages given for medicinal purposes to an Underage Person by a parent, guardian, physician, or dentist; or

D. Alcoholic Beverages given to an Underage Person when used in connection with religious services.

**8.20.040. Civil Penalty.** In addition to public nuisance abatement, a violation of this Ordinance by any Responsible Person shall constitute a civil infraction subject to a fine of \$250 for each day that any violation occurs.

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

**Section 3. Effective Date.** This Ordinance shall take effect five days after passage and publication in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF  
ON \_\_\_\_\_, 2015.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

Exhibit 1

Filed with the City Clerk:	December 16, 2014
First Reading:	January 6, 2015
Passed by the City Council:	
Date of Publication:	
Effective Date:	



**Meeting Date:** January 6, 2015

**Date Submitted:** 12/23/2014

**Originating Department:** Public Safety

**Clearances:**

<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Public Safety
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Public Works
<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Parks & Recreation	

**Subject:** Ordinance: First Reading Amending the Fines for Parking Violations

**Action Required:** None

**Exhibits:**

1. Draft Ordinance showing proposed changes

**Budget:** N/A

**Summary Statement:**

This amendment will increase the fines from \$20 to \$71 for those parking violations that pose an increased safety risk to pedestrians and vehicular traffic. It will also add a penalty for those who do not pay their parking fines or appeal their ticket within the required 15 days.

**Background:**

The Sammamish Police Department issued 139 parking tickets in 2013. Nearly 50% of these tickets were for violations that created a hazard for pedestrians and motorists. Including: parking on the sidewalk; parking on the wrong side of the road; parking within 5 feet of a driveway; parking where prohibited by signing. The standard fine for these violations is \$20 which offers little deterrent for most Sammamish residents.

Additionally, in 2013 only 11% of parking tickets were paid within the required 15 days. Most were either delinquent or had their fine reduced by a judge.

**Financial Impact:** None

**Recommended Motion:**

Staff recommends conducting first reading of the ordinance. No action is required.



**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O20~~1514~~**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, RELATED TO PARKING VIOLATIONS,  
AND SPECIFICALLY AMENDING SMC SECTIONS  
46.30.050, 46.30.060, AND 46.30.070; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

WHEREAS, the City Council desires to amend and update regulations applicable to parking violations within the City;

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

**Section 1. SMC 46.30.050, Amended.** Sammamish Municipal Code Section 46.30.050 (Parking an unlicensed vehicle) is hereby amended to read as follows:

A. It is a ~~violation of this section~~civil infraction to stop, stand or park a vehicle on a street, highway or public property within the City limits of the City unless such vehicle possesses a proper and current vehicle license plate or plates, and such plate or plates are properly mounted thereon in accordance with the State of Washington Department of Licensing rules and regulations.

B. It is a ~~violation of this section~~civil infraction to stop, stand or park a vehicle on a street, highway or public property within the City limits of the City without current, properly displayed month and year license tabs.

**Section 2. SMC 46.30.060, Amended.** Sammamish Municipal Code Section 46.30.060 (Seventy-two-hour parking limit) is hereby amended to read as follows:

No owner, driver or other person having charge of any vehicle shall permit such vehicle to stand or to be parked in any street in the City for more than 72 hours consecutively. Violation of this Section is a civil infraction.

**Section 3. SMC 46.30.070, Amended.** Sammamish Municipal Code Section 46.30.070 (Prohibited parking places) is hereby amended to read as follows:

A. RCW 46.61.570 (Stopping, standing, or parking prohibited in specified places – Reserving portion of highway prohibited), as currently adopted and hereinafter amended, is hereby adopted by referenced as if fully set forth herein.

B. It is unlawful for the operator of a vehicle to stop, stand, park or angle park such vehicle in or on a marked bicycle lane except when necessary to avoid conflict with other traffic or to comply with other provisions of this code or with the direction of a police officer, traffic control flagger, traffic-control sign, traffic control signal, or other official traffic control device.

C. Violation of this Section is a civil infraction. The fine for a violation of this Section is \$71.

Section 4. SMC 46.30.085, Adopted. Sammamish Municipal Code Section 46.30.085 (Enhanced penalties for civil parking infractions) is hereby adopted to read as follows:

46.30.085 Enhanced penalties for civil parking infractions

Failure to timely respond to a notice of civil infraction for any parking violation within 15 days of receipt of the notice of civil infraction shall result in (1) an additional fine of \$25.00 for each separate parking infraction cited on the notice of civil infraction, and (2) the loss of the right to a hearing on the underlying parking infraction or infractions.

**Section 4. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 5. Effective Date.** This Ordinance shall take effect five days after passage and publication in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON \_\_\_\_\_, 201~~5~~.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Exhibit 1

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Melonie Anderson, City Clerk

Approved as to form:

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Mike Kenyon, City Attorney

Filed with the City Clerk:  
Public Hearing:  
First Reading:

Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:

## Exhibit 1



**Meeting Date:** January 6, 2015

**Date Submitted:** 12/19/2014

**Originating Department:** City Manager

**Clearances:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Attorney     | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Eastside Fire and Rescue         | <input type="checkbox"/> Police             |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Finance & IT                     | <input type="checkbox"/> Public Works       |

**Subject:** Legislative Priorities for 2015

**Action Required:** Adopt Resolution

**Exhibits:** Resolution with Attachment A – City of Sammamish Legislative Priorities for 2015

**Budget:** N/A

**Summary Statement:**

The City of Sammamish has an interest in influencing the development and amendment of state laws that affect the provision of city services, the construction of city facilities, and the associated revenues and costs. The legislative priorities for 2015, attached to the proposed resolution, were developed to reflect the needs and interests of the residents and businesses in the City of Sammamish. Once adopted, the City Manager will communicate the legislative priorities and interests to state legislators and make the document available to other interested parties.

**Background:**

Each year, cities like Sammamish develop priorities for consideration by the Washington Legislature. Also, Sammamish participates in a similar process conducted by the Association of Washington Cities (AWC). The AWC legislative priorities for 2015 include the themes of ensuring fiscal sustainability and flexibility, fostering and investing in infrastructure and economic development, and enhancing service provision.

The legislative agenda guides the City's work with our area legislators and day-to-day work during the year. The agenda includes the City's top legislative priorities as well as other issues important to the City.

**Financial Impact:** N/A

**Recommended Motion:** Adopt Resolution



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2015- \_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH CITY  
COUNCIL ADOPTING LEGISLATIVE PRIORITIES FOR 2015**

WHEREAS, the City of Sammamish has an interest in influencing the development and amendment of state laws that affect the provision of City services, the construction of City facilities, and the associated revenues and costs; and

WHEREAS, to provide City services and facilities in the most efficient and cost-effective manner, the City of Sammamish should communicate its priorities and interests to state legislators and other interested parties; and

WHEREAS, the Association of Washington Cities (AWC) has established legislative priorities for 2015 under the themes of ensuring fiscal sustainability and flexibility, fostering and investing in infrastructure and economic development, and enhancing service provision, and the City of Sammamish supports these priorities; and

WHEREAS, the legislative priorities attached to this resolution reflect the needs and interests of the residents and businesses in the City of Sammamish, and further support the AWC priorities.

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

The legislative priorities described in “Attachment A: City of Sammamish Legislative Priorities for 2015” are hereby adopted. The City Manager shall provide these priorities to legislators in Legislative Districts 41 and 45 prior to the start of the 2015 session and to other interested parties upon request.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
JANUARY \_\_\_\_, 2015.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

Filed with the City Clerk: December 22, 2014  
Passed by the City Council: [Click here to enter a date.](#)  
Resolution No.: R2015-\_\_\_\_\_

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## City of Sammamish Legislative Priorities For 2015

### AWC Adopted and City Supported

**Maintain and Restore State-Shared Revenue and Funding for Infrastructure:** *It will be a priority of the city to protect "state-shared revenues" that are vital for local government operations, such as liquor taxes and municipal criminal justice assistance. Municipalities have aging and inadequate infrastructure and cities can't keep up with the increasing demands. If Washington is going to keep moving forward, we need the Public Works Trust Fund and other infrastructure programs intact, to allow for planned and sustained investments in communities.*

**Comprehensive Transportation Package Addressing City Transportation Needs:** *This includes continued support for improvements to I-90, SR520 and I-405 corridors. Transportation is critical for our economic vitality. Cities must have the resources to maintain and strengthen both local and state transportation systems.*

**Local revenue Options and Reforms and Greater Flexibility with Funding Sources:** *The long history of local/state revenue sharing, a partnership dating 70+ years, has been severely undermined in recent years as the state needs for revenue have substantially been derived by diverting the revenue stream from cities. The temporary ability for Cities to use a portion of their Real Estate Excise Tax for infrastructure maintenance should be made permanent. The State should grant additional revenue options to the cities to keep the cities in the state fiscally sustainable including expanding the 1% limit on property tax annual increase.*

**Preserve Regulatory Authority over Marijuana Business and Share Marijuana Excise Tax:** *The new marijuana industry is subject to a 75% state excise tax, but none of that funding is directed to local jurisdictions to address public safety needs and other complex local impacts. Additionally, Medical and recreational marijuana regulations need to be reconciled to meet the federal mandate for a tightly regulated system.*

### City Priorities

**Support Liquor Tax Restoration:** *Continue to support AWC efforts to ensure that suspension of liquor excise taxes going to local governments remains temporary (not permanent) and is not further reduced. The long history of local/state revenue sharing, a partnership dating 70+ years, has been severely undermined in recent years as the state needs for revenue have substantially been derived by diverting the revenue stream from cities.*

### Economic Development/Land Use/Environment

**Support Tax Increment Financing:** *Washington State Legislation does not currently allow true tax increment financing to support infrastructure investments for the benefit of economic development.*

**Support Legislation to ensure reliable cost recovery for upfront SEPA Work:** *Legislation is needed to allow local governments to fully recover SEPA review costs for infill development and planned actions via a latecomer's agreement or other mechanisms.*

## Exhibit 2 Attachment A

**Support for the Marketplace Fairness Act:** *Extend Sales Tax Sourcing Methodology nationally ensuring tax collection on goods coming into the state and protection for Washington based businesses from competitors using tax free pricing.*

**Support Hi-Tech Industry through the “Washington Tech Cities Coalition” (WTC2):** The Washington Tech Cities Coalition supports initiatives that enhance competitiveness and invest in education and infrastructure to support hi-tech. The WTC<sup>2</sup> supports renewal of Research and Development (R&D) tax incentives and legislation to provide Business and Occupational (B&O) tax incentives to tech sector start-up companies.

**Support for Issaquah’s Urban Center Designation:** Issaquah is currently seeking Urban Center designation from the GMPC, King County and PRSC. *Sammamish citizens will benefit from improved infrastructure that is part of the Central Issaquah Plan and Urban Center designation.*

**Reduce Unfunded Mandates:** *As an example, the costs to ratepayers and taxpayers to comply with NPDES requirements are substantial. Additionally, the city supports efforts to restore funding cuts previously made to Growth Management Act (GMA) planning grants.*

### **Affordable Housing Efforts**

**Support Funding of State’s Housing Trust Fund:** Also allow projects to be selected based on operative and effective criteria rather than on a Legislative List of Projects to be funded: *The State Housing Trust Fund has been a consistent funding source for East King County projects. The combination of reduced funding for the HTF and a project list set by the legislature resulted in a significant reduction of the ability to fund affordable housing projects in this geographic area.*

**Allow Housing Bonds to be sold using a portion of the Lodging Tax:** A portion of the Lodging Tax has been designated for affordable housing beginning in 2021. If King County is allowed to bond against this future revenue stream, the bonding capacity could be used to support affordable workforce housing in coordination with transit investments. *Several transit related projects are being funded in our geographic area and the affordable housing component is being delayed or jeopardized. This funding source could be used at the time it is needed.*

**Support through the State Budget Process an application for a Regional Mobility Grant (RMG) amounting to \$2.5 million for the Regional Equitable Development Initiative (REDI):** *The REDI fund is a structured revolving loan fund under development to enable the acquisition of land and buildings adjacent to high capacity transit service for use as affordable housing and community facilities utilizing a combination of public and private contributions. If received, this grant will provide half of the \$5 million public portion of the \$25 million REDI fund and leverage additional contributions from the ARCH Trust Fund.*

### **Other**

**Binding Arbitration:** *Change binding arbitration to take into consideration pertinent factors and use the final and best offer from either labor or management thus ensuring more realistic positions from the parties rather than allowing the arbitrator to write the labor contract.*

Exhibit 2  
Attachment A

**Annexation of Areas having Park Districts:** *There is no mechanism in state law allowing unincorporated properties annexed into a city to be removed from park district taxation, even though the municipality is then responsible to provide parks services. This results in double taxation to the homeowner. Ideally this should be treated as annexations from a Fire District to a City. Operating Property tax levy should shift to the city and any UTGO debt should remain with the property until extinguished.*

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## Exhibit 2